

**Challenge-Based Solicitation (CBS) - Initial
FOR
MENTORING APPLICATION**

Solicitation No.	JUS-MENTORING-APP	Date	June 10, 2022
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Issuing Office	Department of Justice Canada	
Contracting Authority (The Contracting Authority is the person designated by that title in the Solicitation, or by notice to the Bidders, to act as Canada's point of contact for all aspects of the Solicitation process.)	Jeff Williams Senior Contracting Officer	
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Email Address	Jeff.Williams@justice.gc.ca	
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Closing Date and Time	July 11, 2022 14:00 EDT	
Email Address for Submitting Proposals	Jeff.Williams@justice.gc.ca	
Time Zone	Eastern Daylight Savings Time (EDT)	
Destination of Goods/Services	National Capitol Region	

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1. GENERAL INFORMATION

1.1. Requirement

Canada has a requirement for a Contractor to supply, host and support an application, which facilitates the Department of Justice's National Mentoring Program (NMP). The proposed solution will replace an existing application that is currently on an internal server, hosted by the Department of Justice. Canada is seeking a solution that must be hosted externally by the Contractor on a SSC certified SaaS/PaaS.

1.2. Structure of the Challenge Based Solicitation

The Solicitation is divided into six Sections plus attachments and annexes.

Section 1: General Information; provides a general description of the requirements.

Section 2: Instructions to Bidders; provides the instructions, clauses, and conditions applicable to the Solicitation.

Section 3: Proposal Preparation Instructions; provides Bidders with instructions on how to prepare their proposals.

Section 4: Evaluation Procedures and Basis of Selection; describes how the evaluation will be conducted, and the evaluation criteria that will be used, and the basis of selection for Contract award.

Section 5: Certifications and Additional Information; includes the certifications and additional information to be provided.

Section 6: Resulting Contract Clauses; includes the clauses and conditions that will apply to any resulting Contract.

1.3. Solicitation Process

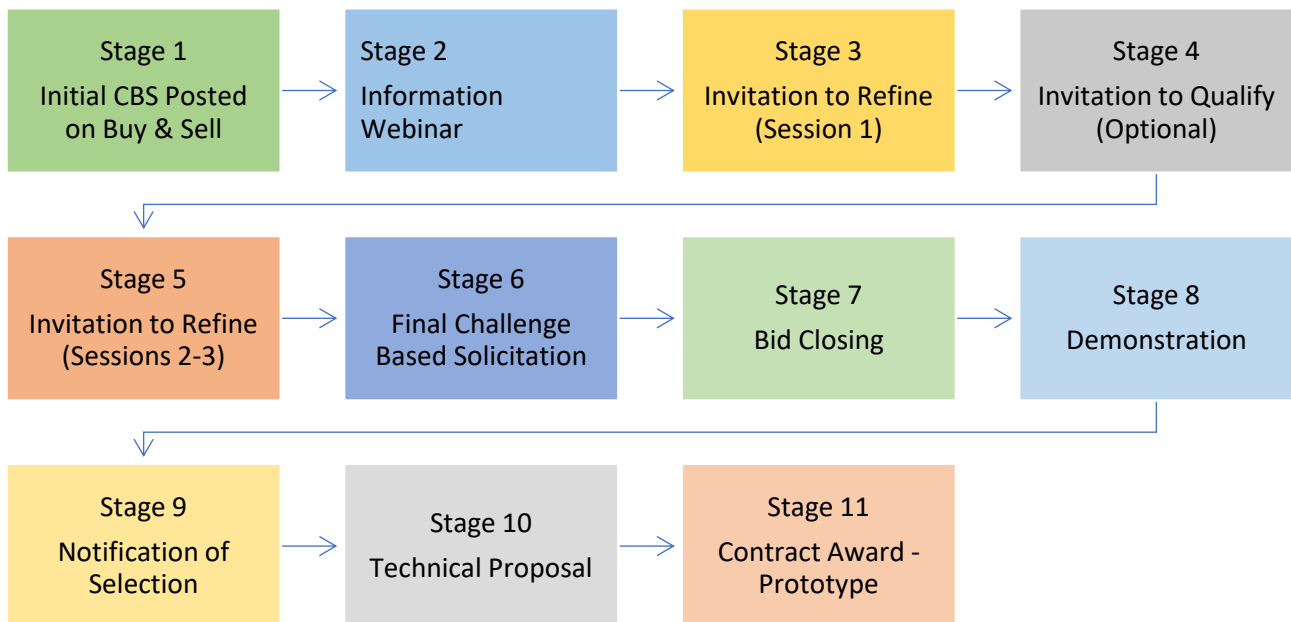
Unlike traditional procurement, Challenge-Based Solicitations (CBSs) are based on the concept that Canada can best perform procurement if it presents the requirement as a need (problem statement(s)) and allows industry the freedom to propose innovative solutions that fill the need. CBS's are issued in terms of needs and are accompanied by contractual conditions outlining industry participation, including mechanisms for evaluating proposed solutions. Solutions typically take the form of "prototypes", and evaluations assess how well solutions satisfy the need. The Solicitation process is divided into two components: Invitation to Refine (ItR) - Sessions 1 to 3, and Final Challenge-Based Solicitation.

Throughout the ItR Sessions 1 to 3 period, Bidders are invited to provide feedback on the problem statement(s) by participating in videoconference interactions (Invitation to Refine events), and other types of activities facilitated by Canada, in order to help Canada finalize the Challenge-Based Solicitation.

Following ItR Sessions 1 to 3, the Final Challenge-Based Solicitation is issued which includes contractual conditions outlining industry participation, and mechanisms for evaluating proposed Solutions.

1.4. Challenge Based Solicitation Stages

The Solicitation Stages are:



Stage 1: Challenge-Based Solicitation - Initial

The Notice of Proposed Procurement (NPP) and Challenge-Based Solicitation - Initial is published on Buyandsell.gc.ca.

Stage 2: Information Webinar

Bidders are invited to attend an Information Webinar. During the Information Webinar, Canada will provide an overview of the approach, explain the Invitation to Refine (ItR) "sessions", and gather feedback from industry on the proposed Solicitation process and evaluation framework.

Stage 3: Invitation to Refine (ItR) – Session 1

During the ItR, Bidders are invited to provide feedback and share their perspectives by participating in various interactive events (videoconferences, group interactions, surveys and Bidder presentations) facilitated by Canada (in the presence of all Bidders or "one-on-one"). Bidder's feedback and presentations will not be scored nor considered in the Solicitation evaluation process, ItR questions and answers will be documented. The purpose of the ItR (Session 1) is to help Canada finalize the Challenge Based Solicitation.

Stage 4: Invitation to Qualify (Optional)

Based upon the findings from ItR - Session 1, Canada may invite Bidders to qualify. The objective of the Invitation to Qualify stage is to establish a qualified pool of Bidders who understand the problem statement(s) and could provide innovative solutions. Canada will select the most qualified Bidders for pool formation. Bidders selected to form the pool will move on to the next stage of the Solicitation process, and Canada will notify Bidders not selected to form the pool of their exclusion from further participation in the Solicitation process.

Stage 5: Invitation to Refine (ItR) - Sessions 2 to 3

During the period of Sessions 2 to 3, Bidders are invited to provide additional feedback on the problem statement(s) and share their perspectives by participating in additional interactive events facilitated by Canada (in the presence of all Bidders or "one-on-one"). Bidder's feedback and presentations will not be scored nor considered in the Solicitation evaluation process, ItR questions and answers will be documented. The purpose of the ItR (Sessions 2 to 3) is to help Canada finalize the Challenge-Based Solicitation.

(Note to Bidders: Provided Canada chooses to qualify Bidders (Stage 4); the Invitation to Refine Sessions 2 to 3 will be limited to Bidders that have been selected to form the pool of qualified Bidders).

Stage 6: Final Challenge-Based Solicitation

At Stage 6, based on observations during the ItR events, Canada will refine and issue the Final Challenge Based Solicitation. A feedback session will be offered to Bidders, to provide Canada's comments on the ItR presentations and the capacity of the Solutions offered by industry to address the problem statement(s), and to contribute to the improvement of the Agile Procurement Process 3.0.

Stage 7: Bid Closing - Bid Submission Form and Financial Proposal Form

Bidders submit a proposal. Unlike traditional procurement, Bidders are not required to provide a comprehensive written technical proposal at Bid Closing. Refer to the clause entitled *Submission of Written Documents by Bidders*, of Section 3 - Proposal Preparation Instructions, for information on the submission of written documents by Bidders.

Stage 8: Demonstration

Bidders that are compliant with the mandatory procedural requirements and the Mandatory Financial Evaluation Criteria described in the Final Challenge-Based Solicitation are requested to make a demonstration. Detailed instructions for the Bidder's Demonstration will be included in the Final Challenge-Based Solicitation (Stage 6).

Stage 9: Notification of Selection

The highest ranked Bidders following the Evaluation Procedures and Basis of Selection process (Section 4), are notified (*Notification of Selection*) of Canada's intent to award multiple option-based contracts to develop, test, and evaluate selected Solutions (i.e., prototypes) in parallel.

Stage 10: Technical Proposal

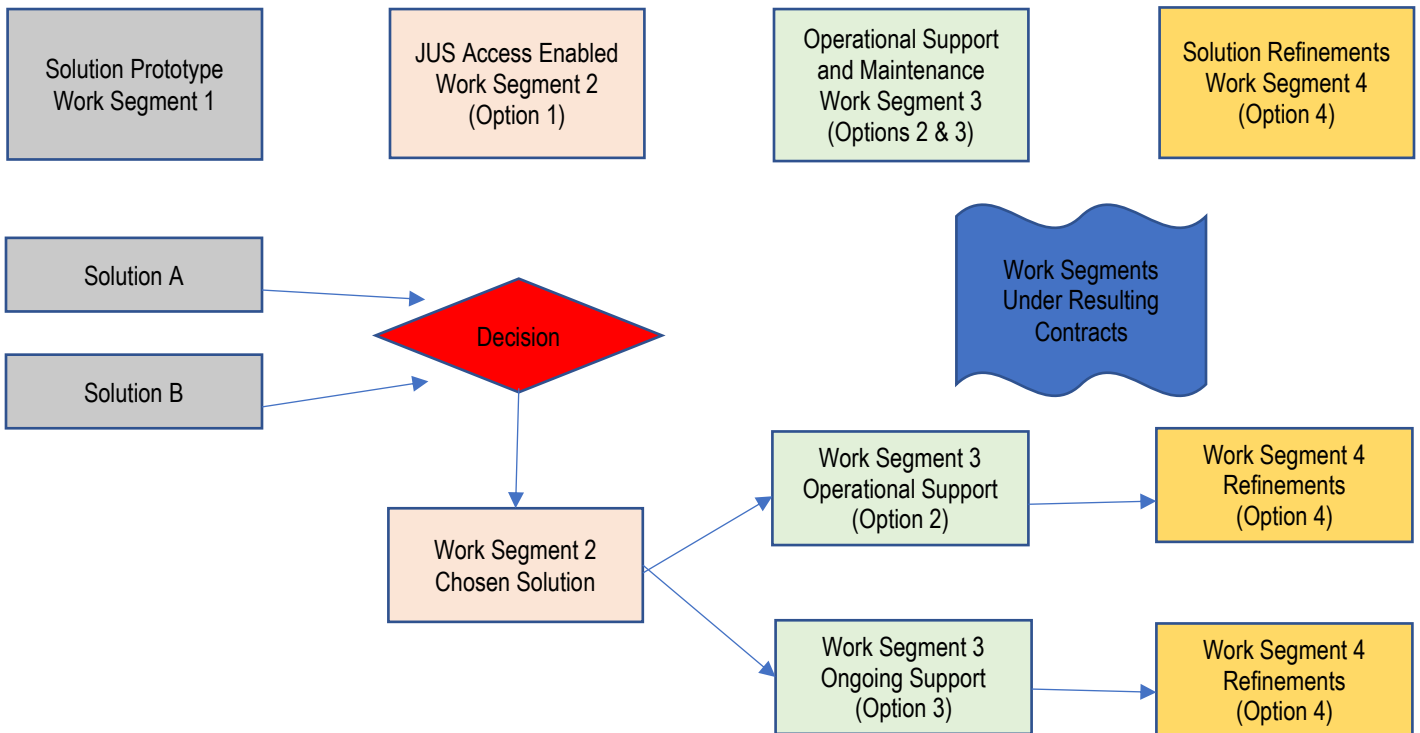
Bidders notified of selection at Stage 9 of Canada's intent to award multiple option-based contracts are requested to submit their Technical Proposal.

(Note to Bidders: Bidder's Technical Proposals are not to be provided at Bid Closing, i.e., Stage 7.)

Stage 11: Contract Award - Prototype(s)

Canada anticipates awarding multiple option-based Contracts, to develop, test, and evaluate selected solutions i.e., prototypes in parallel. The prototype development, testing, and evaluation phase has an expected duration of 3 months, and a maximum Total Estimated Cost of \$25,000.00, exclusive of Applicable Taxes. The following infographic is an example of the Statement of Challenge Work Segments, and corresponding resulting Contract Options.

(NOTE TO BIDDERS: THE FOLLOWING INFOGRAPHIC IS PROVIDED FOR INFORMATION PURPOSES ONLY. AFTER HEARING FROM BIDDERS DURING THE INVITATION TO REFINE SESSION 1, CANADA WILL SHARE WITH BIDDERS THE FINAL INFOGRAPHIC FOR THIS PROCUREMENT PROCESS.)



1.5. Security Requirements

(NOTE TO BIDDERS:

1 - A FINALIZED SECURITY REQUIREMENT SECTION WILL BE INCLUDED IN THE FINAL CHALLENGE-BASED SOLICITATION.)

2 - A FINALIZED GENERAL INFORMATION SECTION INCLUDING ALL ATTACHMENTS AND ANNEXES WILL BE INCLUDED IN THE FINAL CHALLENGE-BASED SOLICITATION.)

2. BIDDER'S INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a proposal agree to be bound by the instructions, clauses and conditions of the Challenge-Based Solicitation and accept the clauses and conditions of the resulting Contract.

2.2. Standard Instructions

SACC 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of this Solicitation, and are amended as follows:

- a) At section 05: *Submission of Proposals*, subsection 4:
Delete: "Proposals will remain open for acceptance for a period of not less than 60 days from the closing date of the proposal solicitation, unless specified otherwise in the proposal solicitation."
Insert: "Proposals will remain open for acceptance for a period of not less than 180 days from the closing date of the proposal solicitation, unless specified otherwise in the proposal solicitation."
- b) At section 08: *Transmission by facsimile or by epost Connect*:
Delete: in its entirety;
- c) At section 09: *Customs clearance*:
Delete: in its entirety;

All references contained within the SACC 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, to the Minister of Public Works and Government Services will be interpreted as a reference to the Minister presiding over Department of Justice Canada and all references to the department of Public Works and Government Services will be interpreted as a reference to Department of Justice Canada.

2.3. Consideration of Additional Terms

Acceptance of all the terms and conditions (Ts & Cs) contained in Part 6 - Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this Solicitation. However, Bidders may propose **no later than June 30, 2022** additional T's & C's to Canada for consideration.

Requests for consideration of additional T's & C's that do not meet this time limit will not be considered for inclusion in any Resulting Contract Clauses. Whether or not any proposed additional T's & C's are acceptable to Canada and subsequently included in the Resulting Contract Clauses is a matter solely within the discretion of Canada, and will be determined in accordance with the following procedures:

- 2.3.1. Bidders submit only to the Contracting Authority, additional Ts & Cs that are proposed to supplement the Resulting Contract Clauses. Bidders should not submit a software publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms)
- 2.3.2. Canada will review the Bidder's additional Ts & Cs, that are proposed to supplement the Resulting Contract Clauses, to determine if there are any proposed additional Ts & Cs that are acceptable to Canada;
- 2.3.3. If Canada determines that there are proposed additional Ts & Cs that are acceptable to Canada, the acceptable Ts & Cs will be included in the Resulting Contract Clauses, of the Final Challenged-Based Solicitation released at Stage 6;
- 2.3.4. If Canada determines that any proposed additional Ts & Cs are not acceptable to Canada, Canada will notify the Bidder, in writing

2.4. Enquiries – Solicitation

Questions and comments about this Solicitation can be submitted in accordance with SACC 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, section 13 *Communication – solicitation period*, there will be multiple question periods, as follows.

Question Period 1 (Invitation to Refine Session 1): All enquiries are requested to be submitted in writing to the Contracting Authority no later than 3 calendar days before the Information Webinar. Enquiries received that do not meet this condition may not be answered during the Information Webinar. Enquiries received after that time may not be answered.

Question Period 2 (Invitation to Qualify - if applicable): All enquiries are requested to be submitted in writing to the Contracting Authority no later than 3 calendar days before the Closing Date and Time of the Invitation to Qualify. Enquiries received that do not meet this condition may not be answered before the Closing Date and Time of the Invitation to Qualify. Enquiries received after that time may not be answered.

Question Period 3 (Invitation to Refine Sessions 2 to 3 - if applicable): All enquiries are requested to be submitted in writing to the Contracting Authority no later than 3 calendar days before each Invitation to Refine event. Enquiries received that do not meet this condition may not be answered during the Invitation to Refine event. Bidders should reference as accurately as possible the numbered item of the Solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature are requested to be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such, except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that of the Bidders, so the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5. Contracting Authority

The Contracting Authority is the person designated by that title in the Solicitation, or by notice to the Bidders, to act as Canada's point of contact for all enquiries regarding the Solicitation process.

Name: Jeff Williams

Department: Justice Canada

Telephone Number: 236-335-2084

Email Address: Jeff.Williams@justice.gc.ca

2.6. Bidder's Information Webinar

An optional Bidder's Information Webinar will be held on the following dates and times:

a) The English-language webinar will be held on June 23, 2022 13:00-14:00 EDT.

Join the Microsoft Teams Meeting here:

Microsoft Teams Meeting

Join on your computer or mobile app.

[Click Here to Join the Meeting](#)

Or call in (audio only)

Phone Conference Number: +1 613-903-9709 Ottawa, Canada

Phone Conference ID: 544 039 862

b) The French-language webinar will be held on June 23, 2022 14:30-15:30 EDT.

Join the Microsoft Teams Meeting here:

Microsoft Teams Meeting

Join on your computer or mobile app.

[Click Here to Join the Meeting](#)

Or call in (audio only)

Phone Conference Number: +1 613-903-9709 Ottawa, Canada

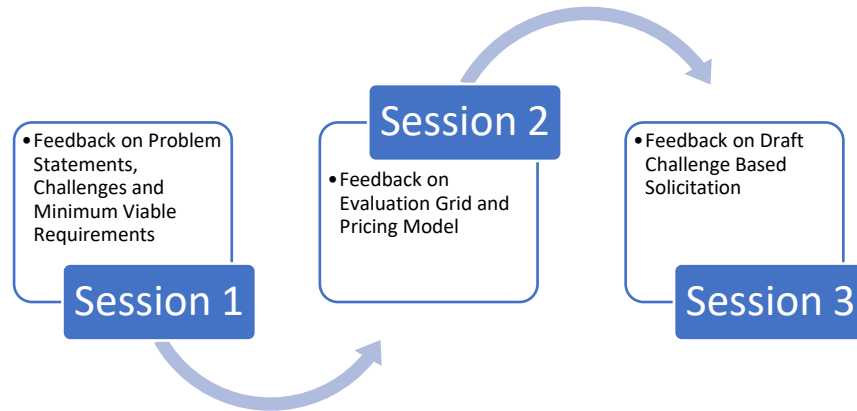
Phone Conference ID: 730 668 128

The scope of the Requirement outlined in this CBS will be reviewed during the Information Webinar and questions will be answered. It is recommended that Bidders who intend to submit a proposal participate in one of the Information Webinars. Bidders who do not attend an Information Webinar will not be prohibited from submitting a proposal. Information Webinar questions and answers will be documented. Based on the feedback received during the Information Webinar, Canada may refine and amend, or reissue the Solicitation.

At Canada's discretion, additional Information Webinars may be scheduled for the same purpose as outlined above, and logistical details will be published as an amendment to the CBS.

For reference purposes, Bidder's Information Webinars are recorded.

2.7. Invitation to Refine (ItR) Invitation to Refine Sessions



Bidders will be invited to provide feedback on the Problem Statement, Challenges, and Minimum Viable Requirements, and share their perspectives by participating in various interactive events (videoconferences, group interactions, surveys) facilitated by Canada (in the presence of all Bidders or “one-on-one”). Bidders may be invited to make a 30 –minute presentation of their Solution, explaining how their Solution could resolve the problem statement. The purpose of the ItR events is to help Canada finalize the Challenge-Based Solicitation. At Canada’s discretion, additional ItR events (in the presence of all Bidders or “one-on-one”) may be scheduled.

Bidders should register to participate to ItR activities. (see 2.7.2)

The schedule for the Invitation to Refine Sessions (assuming no Invitation to Qualify at Stage 4) is:

2.7.1. Current ItR Events Schedule

- ItR - Session 1: ItR Event held on **June 23, 2022** 13:00-14:00 EDT . To participate in ItR - Session 1 Bidders should confirm their intention to participate no later than **June 20, 2022**.
- ItR - Session 2: ItR event held on **TO BE DETERMINED**

(NOTE TO BIDDERS: ItR 2 SCHEDULING WILL BE DETERMINED FOLLOWING THE COMPLETION OF ItR 1)

The Contracting Authority will email an official invitation including logistical details to ItR registered Bidders for each ItR session. ItR questions and answers will be documented. At Canada’s discretion, additional ItR events (in the presence of all Bidders, all Qualified Bidders or “one-on-one”) may be scheduled for the same purpose as outlined above. To ensure accuracy in responding to questions and issues raised during ItR, videoconferences, and other interactive events, sessions are recorded. Based upon the findings from ItR - Session 1, Canada may choose to qualify Bidders (Stage 4).

2.7.2. Registration for Invitation to Refine Events – Sessions 1 to 3

Bidders are requested to confirm their intention to participate in the Invitation to Refine sessions by sending an email to Contracting Authority at: Jeff.Williams@justice.gc.ca

To participate in the ItR - Session 1 events, Bidders should register no later than **June 20, 2022** and to participate in the ItR - Session 2 to 3 events (if applicable), three (3) calendar days prior to the beginning of each Session as noted in the clause entitled *Current ItR Events Schedule*. Bidders may end their participation at anytime.

Bidders are requested to include in their confirmation of their intention to participate in the Invitation to Refine events, the following:

- name of the Organization;
- name of each of the Organization’s Representatives who will be attending the ItR events;
- email address of each of the Organization’s Representatives who will be attending the ItR events;
- an Official Language preference.

The “rules of engagement” for the ItR events will be presented to Bidders during the Information Webinar. By participating in the ItR events (Sessions 1 to 3), Bidder’s consent to these rules of engagement.

2.8. Window of Opportunity for Underrepresented Groups (URG) Including Small and Medium Enterprises (SME's)

Under Agile Procurement Process 3.0, Underrepresented Groups, Small, and Medium Enterprises are invited to network with industry and government through participatory processes, e.g., Webinars and Invitation to Refine events. The primary goals of these participatory processes are:

- to create opportunities for URGs and SMEs to achieve active participation in the Solicitation process;
- to be “seen” by industry participants;
- to help URGs and SMEs identify shared interest, creative and innovative ideas;
- to forge possible alliances with other industry members participating in the Solicitation process;
- to create opportunities for URGs and SMEs to participate as “Bidders” in the Solicitation process.

Mechanism for participation beyond the Invitation to Refine Session will be specified in the Final Challenge-Based Solicitation.

(NOTE TO BIDDERS: A FINALIZED BIDDER'S INSTRUCTIONS SECTION INCLUDING ALL ATTACHMENTS AND ANNEXES WILL BE INCLUDED IN THE FINAL CHALLENGE-BASED SOLICITATION.)

3. PROPOSAL PREPARATION INSTRUCTIONS

(NOTE TO BIDDERS: A FINALIZED PROPOSAL PREPARATION INSTRUCTIONS SECTION INCLUDING ALL ATTACHMENTS AND ANNEXES WILL BE INCLUDED IN THE FINAL CHALLENGE-BASED SOLICITATION.)

4. EVALUATION PROCEDURES AND BASIS OF SELECTION

(NOTE TO BIDDERS: A FINALIZED EVALUATION PROCEDURES AND BASIS OF SELECTION SECTION INCLUDING ALL ATTACHMENTS AND ANNEXES WILL BE INCLUDED IN THE FINAL CHALLENGE-BASED SOLICITATION.)

Possible total of technical score = 46 points

Pass mark to 60%

Contractor selection methodology 70 technical / 30 price

R1- Ease of use (Up to 10 points)

The Bidder should demonstrate the Ease of Use of the Solution for Users.

Ease of use refers to the following evidence:

- The solution user registration process from end-to-end is intuitive
- The solution enables a guest that is not registered to view program information for the purposes of deciding whether to register and create a profile for matching purposes
- The solution includes the use of a graphical user interface to perform data entry that does not require the User to make use of any command line input
- The solution includes an alert notification process to inform Users of new, incomplete or pending actions.

For each of the evidence listed above, the points will be allocated as follows:

- The evidence is demonstrated = 2 points
- The evidence is partly demonstrated = 1 point
- The evidence is poorly or not demonstrated = 0 points
- Evidence of customization functionality of the alert notification systems of value to Canada = 0.5 points per custom function up to a maximum of 2 points. Examples of customizations of value to Canada include but are not limited to an ability to customize the triggers, frequency, content, and/or distribution of alert notifications.

Definitions applicable to this criterion:

Intuitive means that using UX is logical and easy to learn with little or no instruction

R2 – Capability to produce, customize and download reports (Up to 12 points)

The Bidder should demonstrate the solution has the following capabilities:

- 1) to produce User reports out-of-the-box;
- 2) to download reports in PDF (portable document format) and CSV (comma separated values) formats;
- 3) to create customized reports for self-identified equity seeking group (ESG) memberships, classification and level;
- 4) to create customized reports for self-identified official languages (French/English), preferred languages (if applicable), geographical location, and work unit.

For capabilities 1 and 2, the points will be allocated as follows:

- The capability is demonstrated = 2 points
- The capability is partly demonstrated = 1 point
- The capacity is poorly or not demonstrated = 0 points

For capability 3, the points will be allocated as follows:

- Self-Identified equity seeking group (ESG) = 2 Points
- Classification = 0.5 point
- Level = 0.5 point

For capability 4, the points will be allocated as follows:

- self-identified official languages (French/English)= 1 point
- preferred languages (if applicable) = 1 point
- Location = 1 point
- Work Unit = 1 point
- Additional customization of reports of value to Canada = 0.5 points per customization for a maximum of 1 point. Examples of customizations of value to Canada include but are not limited to an ability to customize report names, or the ability to add/ modify/ reorder/ remove fields.

Definitions applicable to this criterion:

Custom Reports: the capability to edit out-of-the-box reports or create new reports

R3 – Intelligent Matching (Up to 12 points)

The Bidder should demonstrate the Solution has the following capabilities:

- Identify potential matches between program mentees and mentors based on weighted priority of user profile data
- Report potential matches to mentees

The capabilities

For each of the two capabilities above, the points will be allocated as follows:

- The evidence is demonstrated = 6 points
- The evidence is partly demonstrated = 3 points
- The evidence is poorly of not demonstrated = 0 points

Definitions applicable to this criterion:

Intelligent Matching: In the context of the National Mentoring Program (NMP), the intelligent matching system provides the names of potential mentors to mentees. When mentors and associates register for the NMP, they complete a matching questionnaire. Based on the responses to the questions, the NMP application identifies potential matches and shares them with the mentees.

R4 – Solution capability to manage user access (up to 4 points)

The Bidder should demonstrate the capability of the solution to manage access of the following:

- 1) User Access,
- 2) User Permissions.

For each of the capabilities to manage access listed above, the points will be allocated as follows:

- The capability is demonstrated = 2 points
- The capability is partly demonstrated = 1 point
- The capability is poorly of not demonstrated = 0 points

R5 - Solution capability for the Admin User to manage accesses: management functionality and ease of use (up to 5 points)

The Bidder should demonstrate the Solution capability for the Admin User to manage accesses, including the management of access for Registered Users and assignment of administration rights to other users.

The points for management functionality will be allocated as follows:

- The **capability** is demonstrated = 3 points
- The **capability** is partly demonstrated = 1 point
- The **capability** is poorly or not demonstrated = 0 point

Points for ease of use will be allocated as follows:

- Ease of use is demonstrated = 2 points
- Ease of use is partly demonstrated = 1 point
- Ease of use is not demonstrated = 0 point

Definitions applicable to this criterion:

Ease of use: refers to the management of access by the Admin User is intuitive.

R6 Multilingual Capability (Up to 3 Points)

The solution should demonstrate multi-lingual capability beyond the mandatory bi-lingual requirement for French and English.

Points for multilingual capability will be allocated as follows:

- Indigenous Languages of Canada = 2 point
 - All linguistic characters recognized correctly
- Other Languages not of Canada = 1 point
 - All linguistic characters recognized correctly

5. CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must submit the Certifications and Additional Information in accordance with the requirements of Section 5 - Certifications and Additional Information.

5.1. Agile Procurement Process Certification

Under this Agile Procurement Process, Canada has significantly engaged with the private sector in the design of the Solicitation, to enable an optimal level of flexibility in the procurement process and resulting contract, while ensuring the integrity of the procurement. In the design of the Solicitation, through multiple sessions of Invitation to Refine, Canada relied on Bidders' feedback, to ensure clarity of the Challenge Based Solicitation's procedural rules; therefore, by submitting a proposal, the Bidder agrees with the following:

- the Bidder has had the opportunity to actively participate in the design of this Solicitation;
- the Solicitation discloses enough information for the Bidder to submit a bid;
- there are no significant ambiguities that would limit the capacity of the Bidder to submit a bid;
- the procedural rules are sufficiently clear to fairly select the Contractor(s) that will be invited to sign a Prototype Contract(s).

(NOTE TO BIDDERS: A FINALIZED CERTIFICATIONS AND ADDITIONAL INFORMATION SECTION INCLUDING ALL ATTACHMENTS AND ANNEXES WILL BE INCLUDED IN THE FINAL CHALLENGE-BASED SOLICITATION.)

6. RESULTING CONTRACT CLAUSES

(Note to Bidders: the following Contract terms and conditions are intended to form the basis of any Contract(s) resulting from this Challenge-Based Solicitation. Except where specifically set out in the Contract terms and conditions, acceptance by Bidders of all the terms and conditions is a mandatory requirement of this Solicitation. No modification to the Contract terms and conditions included in the Bidder's proposal will apply to the resulting Contract, even though the proposal may become part of the resulting Contract. No alternative licensing conditions for licensed software included in the Bidder's proposal, or any terms and conditions in the Bidder's proposal with respect to limitations on liability, or any terms and conditions incorporated into the Bidder's proposal by reference, will apply to the resulting Contract, even though the proposal may become part of the resulting Contract. (Additional terms and conditions; including alternative licensing conditions for licensed software, approved by Canada (if any), are only binding on Canada if they have been included in the resulting Contract at the Article entitled *Additional Terms and Conditions – Approved by Canada*.) Bidders submitting proposals containing statements implying that the proposal is conditional on modification to these Contract terms and conditions (including all documents incorporated into the Contract by reference) or containing terms and conditions that purport to supersede these Contract terms and conditions will be considered non-responsive. As a result, Bidders with concerns regarding the Contract terms and conditions should raise those concerns in accordance with the clause entitled *Enquiries – Solicitation of the CBS*.)

Articles of Agreement

(Note to Bidders: these Articles of Agreement will be customized in accordance with the Final Challenge Based Solicitation prior to Contract award.)

6.1. Statement of Challenge

The Contractor must deliver the Mentoring Application Prototype and perform all the Work in accordance with the terms and conditions of this Contract, including Attachment [X] - Statement of Challenge (SoC), and the Contractor's Technical Proposal entitled [insert name of Proposal], dated [insert date], and in accordance with the prices set out in the Attachment [X] - Basis of Payment.

6.2. Mentoring Application – Series of Contracts

The Contractor acknowledges that this Contract is one of a series of [insert #] Contracts awarded as a result of the Challenge-Based Solicitation issued by Department of Justice Canada on [insert release date] under Solicitation No. [insert #]. The award of this Contract begins Work Segment 1 (WS - 1) of the overall Mentoring Application initiative described in the Solicitation. Throughout Work Segment 1 (the Prototype phase), awarded Contracts will be executed concurrently, forming a procurement ecosystem. The Prototype phase has an expected duration of [insert #] months. Canada will advise all Contractors, at the end of the Prototype phase, of its intention to exercise Option 1.

6.3. Fairness and Transparency Platform

To ensure procedural fairness, the following will be implemented:

6.3.1. Incremental Testing Process

Based on template provided by Canada, each Contractor will produce a Test Plan, and demonstrate that their Solution satisfies the Minimum Viable Requirements. (refer to Statement of Challenge section entitled [insert section name])
During the Refinement segment of the Prototype phase (refer to Statement of Challenge section entitled [insert section name]), Canada will test the Solution, give feedback and provide the Contractor with opportunities to improve their Solution. There could be up to 3 Refinement iterations.

6.3.2. Canada's Commitment(s) During Work Segment 1 (WS-1)

Throughout WS-1 Canada commits to sharing any information material to the choice of the Solution to be deployed, in a timely and equal manner, with all Contractors participating in the procurement ecosystem.
Throughout WS-1 Canada commits to disclose any Non-compulsory Additional Functionalities that Canada has become aware of and interested in exploring, in a timely and equal manner, with all Contractors participating in the procurement ecosystem

6.3.3. Value for Money

Canada reserves the right, in its sole discretion, to add, "Found" Non-compulsory Additional Functionalities to the Solution. The Contractor will be responsible for demonstrating value for money in accordance with the Article entitled *Customizable Pricing Model*, for any Non-compulsory Additional Functionality Canada chooses to add to the Solution. Canada may contract an independent expert to validate and advise Canada on the Solution's pricing components including "found" Non-compulsory Additional Functionality to the Solution. The independent expert's findings will be made available to the specific Contractor.

6.3.4. Choice of the Solution(s) to be Deployed Work Segment 2 (WS-2)

Canada will, in a timely and equal manner, inform all Contractors in the procurement ecosystem of which Solution(s) is to be made available to Department of Justice Canada (Work Segment 2). Contractors not selected to participate in Work Segment 2 (WS - 2) will be invited to discuss "lessons learned" where Canada and the Contractor's representatives can share their insights and lessons learned.

6.4. Contract Options

The following Options are available to Canada under this Contract.

Option 1 – Application access for Department of Justice Canada (Work Segment 2)

Option 2 - Operational Support and Maintenance Services (Work Segment 3)

Option 3 - On-going Operational Support and Maintenance Services (Work Segment 3)

Option 4 - Solution Refinements (Work Segment 4)

The prices for Options exercised 24 months after the date of Contract award, and at the request of the Contractor, will be adjusted in accordance with the Article entitled *Price Adjustment Mechanism*.

Options 2 & 3 Operational and On-going Operational Support and Maintenance Services does not include refinements to the Solution after the Solution has received approval to deploy (Option 1). If Canada wishes to refine the Solution after exercising Option 1, Canada will exercise Option 4 for Solution Refinements, as described herein

6.4.1. Option 1: Application access for Department of Justice Canada.

The Contractor grants to Canada the irrevocable Option (Option 1) to require the Contractor to provide Application access for Department of Justice Canada in accordance with the terms and conditions of this Contract, including Attachment [X] - Statement of Challenge (SoC), and in accordance with the prices set out in Attachment [X] - Basis of Payment. Option 1 may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a Contract amendment. The Contracting Authority may exercise Option 1 by sending a written notice to the Contractor at any time. While the decision to exercise Option 1 is entirely within Canada's discretion, if Canada chooses to exercise Option 1, it will do so in accordance with the "Attachment [X] - Statement of Challenge section, entitled Decision-Making Framework for Choosing Solution(s) to be Deployed. Canada anticipates selecting [insert #] Contractor(s) to proceed with providing the Application access for Department of Justice Canada. However, Canada may in its discretion, exercise Option 1 with other Contractors at any time prior to the expiry date of Option 1.

Option 1 has an expected duration of [insert #] months.

Option 1 expires 24 months after the Contract is issued unless the Parties agree to extend the expiry date, which will be evidenced, for administrative purposes only, through a Contract amendment

6.4.2. Option 2: Operational Support and Maintenance Services

The Contractor grants to Canada the irrevocable Option (Option 2) to require the Contractor to provide Operational Support and Maintenance Services, for the Solution, in accordance with the terms and conditions of this Contract, including Attachment [X] - Statement of Challenge, and in accordance with the prices set out in Attachment [X] - Basis of Payment. Option 2 may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a Contract amendment. The Contracting Authority may exercise Option 2 by sending a written notice to the Contractor at any time.

6.4.3. Option 3: On-going Operational Support and Maintenance Services

The Contractor grants to Canada the irrevocable Option (Option 3) to require the Contractor to provide additional [insert # i.e., one or two]-year periods of Operational Support and Maintenance Services, for the Solution, in accordance with the terms and conditions of this Contract, including Attachment [X] - Statement of Challenge, and in accordance with the prices set out in Attachment [X] - Basis of Payment.

6.4.4. Option 4: Solution Refinements

Where the technological context renders available technological, administrative, commercial, or other types of "refinements" to the Solution that better resolve the problem(s) described in Attachment [X] - Statement of Challenge, the Contractor grants to Canada the irrevocable Option (Option 4) to require the Contractor to provide those refinements in accordance with the terms and conditions of this Contract including Attachment [X] - Statement of Challenge, and in accordance with the Article entitled *Basis of Payment Option 4 - Solution Refinements*.

6.5. 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 (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC.)

6.5.1. General and Supplemental Conditions

All references contained within the SACC – General and Supplemental General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the Minister presiding over Department of Justice Canada and all references to the department of Public Works and Government Services will be interpreted as a reference to Department of Justice Canada.

6.5.1.1. General Conditions

The following General Condition is incorporated by reference. SACC 2030 (2021-12-02), General Conditions - Higher Complexity - Services

6.5.1.2. Supplemental General Conditions

(NOTE TO BIDDERS: ALL OF THE FOLLOWING SUPPLEMENTAL GENERAL CONDITIONS MAY NOT BE INCORPORATED INTO THE RESULTING CONTRACT. AFTER THE ITR, THE FINAL CHALLENGE-BASED SOLICITATION WILL INCLUDE THE APPLICABLE SUPPLEMENTAL GENERAL CONDITIONS).

The following Supplemental General Conditions are incorporated by reference.

SACC 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance

SACC 4002 (2010-08-16), Software Development or Modification Services

SACC 4003 (2010-08-16), Supplemental General Conditions - Licensed Software

SACC 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software

SACC 4005 (2012-07-16), Telecommunications Services and Products

SACC 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information

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

SACC 4008 (2008-12-12), Supplemental General Conditions - Personal Information

SACC A9117C (2007-11-30), T1204 - Direct Request by Customer Department

SACC C2000C (2007-11-30), Taxes - Foreign-based Contractor

6.5.1.3. 4003 Supplemental General Conditions - Licensed Software

With respect to the terms and conditions of Supplemental General Conditions 4003, the following applies.

Licensed Software: The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its proposal, and any other software required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products:

(NOTE TO BIDDERS: THIS INFORMATION WILL BE COMPLETED AT CONTRACT AWARD USING INFORMATION FROM THE BIDDER'S PROPOSAL.)

Type of License being Granted: Entity License, in accordance with section 06 of 4003.

Language of Licensed Software: The Licensed Software must be delivered in English and French.

Delivery Location: As specified in Attachment [X] - Statement of Challenge

Media on which Licensed Software must be delivered: DVD, USB, or Internet link for download

Source Code Escrow Required: No

6.5.1.4. 4004 Supplemental General Conditions - Maintenance and Support Services for Licensed Software

The terms and conditions of Supplemental General Conditions 4004 are modified as follows:

- i. Options 2 & 3 to provide Operational Support and Maintenance Services
As per Article [X] of the Contract
- ii. Hours for Providing Hot Line Support Services
As described in Attachment [X] - Statement of Challenge
- iii. Contractor must keep track of software releases for the purpose of configuration control
Yes, as described in Attachment [X] - Statement of Challenge
- iv. Contact Information for Accessing the Contractor's Support Services
In accordance with section 05 *Support Services* of 4004, the Contractor will make its support services available through the following:
Toll-free Telephone Access:
Toll-free Fax Access:
Email Access:

(NOTE TO BIDDER: THIS INFORMATION WILL BE COMPLETED WITH THE EXERCISE OF OPTIONS 2, 3 & 4 WITH INFORMATION SUPPLIED BY THE CONTRACTOR.)

- v. Website
In accordance with section 05 *Support Services* of 4004, the Contractor must make support services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic and support tools. Despite the Hours for Providing Hot Line Support Services, 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 for web support is:

(Note to Bidder: this information will be completed with the exercise of Options 2, 4 & 5 with information supplied by the Contractor.)

- vi. Language of Support Services
The Support Services must be provided in both French and English, based on the choice of the User requesting support.
- vii. Section 07, paragraph 1 of 4004: *Canada's Responsibilities*
Canada will not maintain, for the software Support Period, a telephone line and Internet access for use in connection with the software support services.

6.6. Additional Terms and Conditions – Approved by Canada

The Contractor acknowledges that the additional terms and conditions specifically set out in this Article have been approved by Canada, and that no additional terms and conditions included in the Bidder's proposal, or any terms and conditions incorporated into the Bidder's proposal by reference, will be binding upon Canada; even though the proposal may become part of the resulting Contract, unless they have been listed in the following sub-Article(s).

6.6.1. [Insert approved (in accordance with the clause entitled *Consideration of Additional Terms of the Solicitation*) additional terms.]

6.7. Security Requirements

The following security requirements must be met ["by the date of Solicitation Closing" or "by the date of Contract award" or "prior to Canada exercising Option 1 - Application access for Department of Justice Canada"].

[Insert Security Clearance Article(s) as determined with Technical Authority, CITS and PWGSC CISD.]

[Delete if N/A.] Attachment [X] - Security Requirements Check List refers.

[Delete if N/A.] In addition to these requirements, there are specific Client-driven security requirements at one or more sites where the Work will be performed, which are detailed in Attachment [X], Annex [X1] Site-Specific Security Requirements.

6.8. Data Ownership and Sovereignty

The Parties agree that neither the operation of the Solution nor the provision of Operational Support and Maintenance Services, for the Solution, requires the Contractor at any time to access the content transmitted by Canada using the Solution. The Contractor acknowledges that:

- (a) it, its employees, representatives, and agents are prohibited from accessing the content transmitted by the Solution at any time without the written consent of the Contracting Authority; and
- (b) it is prohibited from permitting any third party to access the content transmitted by the Solution at any time without the written consent of the Contracting Authority.

The Contractor agrees that, although it may access the Solution remotely, it must do so only from locations within Canada and the Contractor agrees to segregate its network or access to its network in all ways required in order to ensure that no person outside the geographic boundaries of Canada is capable of accessing the Solution remotely using the Contractor's infrastructure. The Contractor acknowledges that Canada may audit compliance with this Article and agrees to provide access to its premises and systems during normal business hours to allow Canada or its representatives to conduct any such audit

6.9. Contract Period

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

- (a) the "Initial Contract Period", which begins on the day this Contract is awarded and ends 24 months later or once Option 1: Application access for Department of Justice Canada is exercised, whichever comes first; and
- (b) the period during which the Contract is extended if Canada chooses to exercise any Option.

6.10. Authorities

6.10.1. Contracting Authority

The Contracting Authority for the Contract is:

(NOTE TO BIDDERS: THIS INFORMATION WILL BE COMPLETED AT CONTRACT AWARD.)

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.

6.10.2. Technical Authority

The Technical Authority for the Contract is:

(NOTE TO BIDDERS: THIS INFORMATION WILL BE COMPLETED AT CONTRACT AWARD.)

The Technical Authority 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.

6.10.3. Contractor's Representative

(NOTE TO BIDDERS: THIS INFORMATION WILL BE COMPLETED AT CONTRACT AWARD.)

_____ has been appointed as the representative for the Contractor and has full authority to act as agent for the Contractor regarding all matters relating to the Contract.

6.10.4. Joint Venture

(NOTE TO BIDDERS: THIS ARTICLE WILL BE DELETED IF THE BIDDER AWARDED THE CONTRACT IS NOT A JOINT VENTURE. IF THE BIDDER IS A JOINT VENTURE, THIS CLAUSE WILL BE COMPLETED WITH INFORMATION PROVIDED IN THE BIDDER'S PROPOSAL.)

- 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" for 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, 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 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 terms and conditions 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.

6.11. Basis of Payment

6.11.1. Basis of Payment Prototype - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price; as specified in Attachment [X] - Basis of Payment, of [insert \$ amount] Customs duties are included, and Applicable Taxes are extra.

6.11.2. Basis of Payment Options 1 to 3 – Limitation of Expenditure

In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid as specified in Attachment [X] - Basis of Payment, to a limitation of expenditure of \$ [insert \$ amount]. Customs duties are included, and Applicable Taxes are extra.

6.11.3. Basis of Payment Option 4 - Solution Refinements

[Choose Option 1] In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid; for refinements that are provided by the Contractor itself, the prices determined in accordance with the applicable principles for price justification, found in Standard Instructions - Goods or Services - Competitive Requirements subsection 14 *Price justification*.

In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid; for refinements that are provided by a third-party (other than the Contractor), cost, plus a 5% mark-up.

Or

[Choose Option 2] In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid; for refinements that are provided by the Contractor itself, the prices determined in accordance with the applicable forms of price support.

Upon request by the Contracting Authority, the Contractor must submit the following forms of price support:

- a) a current published price list and the percentage discount available to Canada (which must be commensurate with the discount for the other services already being provided to Canada);
- b) paid invoices for similar goods or services (similar quality and quantity) sold to other customers; if the Contractor is required to keep the identity of its customers confidential, the Contractor may black out any information on these invoices that could reasonably reveal the customer's identity, as long as the Contractor provides, together with the invoices, a certification from its Senior Financial Officer with the profile of the customer (e.g., whether it is a public sector or private sector customer, the customer's size and service locations, and the nature of the goods and/or services it receives from the Contractor), in order to allow Canada to determine whether the goods or services received by the customer are comparable to those Canada receives from the Contractor
- c) a price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads (if applicable), general and administrative overhead, transportation, profit, etc.;
- d) a price certification from the Contractor and/or;
- e) in accordance with the SACC 1031-2 (2012-07-16) Contract Cost Principles. In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid; for refinements that are provided by a third-party (other than the Contractor), cost, plus a 5% mark-up.

6.12. Price Adjustment Mechanism

At the request of the Contractor, the prices for Options exercised 24 months after the date of Contract award, will be adjusted in accordance with the following Price Adjustment Mechanism. The prices will be adjusted to account for inflation according to [Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted, All-items, Canada](#)

$$\text{New Price} = \text{Initial Price} * (1 + (\text{CPI exercise date of the Option} - \text{CPI at the Contract award}) / \text{CPI Contract award})$$

For example:

The initial price for Option 2 is \$ 1000.

Contract award March 31, 2019.

CPI for March 2019 = 134 (hypothetical value)

CPI for May 2021 = 136

The new price = $1000 * (1 + (136 - 134) / 134) = \$ 1,014.93$

6.13. Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed [insert \$ amount]. Customs duties are included, and Applicable Taxes are extra. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any Work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- i. when it is 75% committed, or
- ii. four months before the contract expiry date, or
- iii. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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.

6.14. Method of Payment

(NOTE TO BIDDERS: ONE OR MORE OF THE FOLLOWING METHODS OF PAYMENT MAY APPLY TO THE RESULTING CONTRACT).

6.14.1. Single Payment

Canada will pay the Contractor upon completion and delivery of the Work, in accordance with Attachment [X] - Basis of Payment if:

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

6.14.2. Monthly Payment

Canada will pay the Contractor monthly for Work performed during the month covered by the invoice, in accordance with Attachment [X] - Basis of Payment 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;
- iii. the Work performed has been accepted by Canada.

6.14.3. Progress Payments – General

Canada will make progress payments in accordance with Attachment [X] - Basis of Payment, no more than once a month, for cost incurred in the performance of the Work, up to [insert #] percent of the amount claimed and approved by Canada if:

- i. an accurate and complete claim for progress payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. the amount claimed is in accordance with the basis of payment;

- iii. the total amount for all progress payments paid by Canada does not exceed [insert #] percent of the total amount to be paid under the Contract.

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery the Work if the Work has been accepted by Canada and a final claim for the payment is submitted. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to adjust the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.14.4. Progress Payments – SMEs

Canada will make progress payments in accordance with Attachment [X] - Basis of Payment, no more than once a month, for cost incurred in the performance of the Work, up to ([insert %] % Committed \$ for SMEs) of the amount claimed and approved by Canada if:

- i. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- ii. the amount claimed is in accordance with the Basis of Payment; and
- iii. the total amount for all progress payments paid by Canada does not exceed ([insert percentage] % Committed \$ for SMEs) of the total amount to be paid under the Contract.

The balance of the amount payable will be paid at the completion of the Option period, in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and payment to SMEs have been made. Payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to adjust the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.15. Invoicing Instructions

The Contractor must submit invoices in accordance with the General Conditions - Higher Complexity - Services section entitled *Invoice submission* instructions. The Contractor's invoice must include a separate line item for each element in the Basis of Payment provision of the Contract. By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for Work performed by subcontractors. Canada will only be required to make payment following receipt of an invoice that satisfies the requirements of this Article.

The Contractor must submit invoices on its own form, which must include:

- the date;
- the Contractor name and address;
- the Destination
- Contract serial number;
- financial codes, including GST or HST (as applicable) registration number;
- description of the Work
- category(ies) of personnel and number of days worked;
- Firm Per Hourly Rate on which the total dollar amount of the invoice is based;
- the amount invoiced (exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate, shown separately;
- Client Reference Number (CRN);
- Business Number (BN); and
- total value billed to date and the dollar amount remaining in the Contract to date.

The Contractor must send the original invoice to the Technical Authority's paying office [insert applicable Accounts Payable department] and one copy of the invoice to the Contracting Authority. The original and copy of the invoice must be sent to the following location:
(NOTE TO BIDDERS: THIS INFORMATION WILL BE COMPLETED AT CONTRACT AWARD.)

The Technical Authority's paying office [insert applicable Accounts Payable department] will send the invoices to the Technical Authority for approval and certification; the invoices will be returned to the paying office for all remaining certifications and payment action. Any invoices where items or group of items cannot be easily identified will be sent back to the Contractor for clarification with no interest or late

payment charges applicable to Canada. If Canada disputes an invoice for any reason, Canada agrees to pay the Contractor the portion of the invoice that is not disputed provided that items not in dispute form separate line items of the invoice and are otherwise due and payable under the Contract. Notwithstanding the foregoing, the terms of the General Conditions - Higher Complexity – Services section entitled *Interest on Overdue Accounts* will not apply to any such invoices until such time that the dispute is resolved at which time the invoice will be deemed as “received” for the purpose of the *Method of Payment* clause of the Contract.

6.16. Certifications Compliance

Compliance with the certifications and related documentation provided by the Contractor in its proposal is a condition of the Contract and subject to verification by Canada during the entire Contract period. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor 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.

6.17. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in

(NOTE TO BIDDERS: THIS INFORMATION WILL BE COMPLETED AT CONTRACT AWARD.)

6.18. Foreign Nationals

[Use the following clause in contracts for goods and services with a Canadian contractor where there could be a need for the contractor to hire foreign nationals (i.e., non-Canadians or non-permanent residents) to work in Canada.]

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

or

[Use the following clause in contracts for goods and services with a foreign contractor where there could be a need for the contractor to hire foreign nationals (i.e., non-Canadians or non-permanent residents) to work in Canada.]

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

6.19. Insurance – No Specific requirement

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.

6.20. Limitation of Liability - Information Management/Information Technology

- a) This section applies despite any other provision of the Contract and replaces the section of the General Conditions - Higher Complexity – Services section entitled *Liability*. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special, or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b) First Party Liability:
 - a. The Contractor is fully liable for all damages to Canada, including indirect, special, or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions - Higher Complexity – Goods section *Intellectual Property Infringement and Royalties*;
 - ii. physical injury, including death.
 - b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - c. Each of the Parties is liable for all direct damages resulting from any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) (A) above.

- e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - ii. Any other direct damages, including all identifiable direct costs to Canada associated with reprocurring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00. In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor'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.
- g. Third Party Claims:
 - i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
 - ii. If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite sub-Article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
 - iii. The Parties are only liable to one another for damages to third parties to the extent described in this sub-Article (c).

6.21. Safeguarding Electronic Media

- a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

6.22. Priority of Documents

[Select applicable conditions and delete the rest.]

The Parties agree that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or an annex to the Contract listed in the Priority of Documents section in the Articles of Agreement form part of the Contract.

If there is a discrepancy between the wording 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) Part 1 subsection 02 of Supplemental General Conditions 4005 (Telecommunications Services and Products) entitled *Termination Rights Associated with Breach of Telecommunications Warranties and Representations*;
- b) _____ (collectively referred to as the "Tariff");

(NOTE TO BIDDERS: THIS CLAUSE WILL NOT BE INCLUDED IN ANY RESULTING CONTRACT IF THE CONTRACTOR'S PROPOSAL IS NOT SUBJECT TO ANY TARIFFS.)

- c) these Articles of Agreement, including any General Conditions incorporated in these Articles of Agreement, excluding Additional Terms and Conditions - Approved by Canada;
- d) Supplemental General Conditions, in the following order:
- i. SACC 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance; Services;
 - ii. SACC 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification
 - iii. SACC 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
 - iv. SACC 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
 - v. SACC 4005 (2012-07-16), Supplemental General Conditions - Telecommunications Services and Products, other than Part 1 subsection 02, which takes priority as set out above;
 - vi. SACC 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- [Or]
- vii. SACC 4007 (2010-08-16), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information;
 - viii. SACC 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
 - ix. Attachment [X] - Statement of Challenge;
 - x. Attachment [X] - Basis of Payment;
 - xi. Attachment [X] - Security Requirements Check List (if applicable - delete if N/A);
 - xii. Annex [X1] - Site-Specific Security Requirements (if applicable - delete if N/A);
 - xiii. Attachment [X] - Supply Chain Integrity (SCI) Process (if applicable - delete if N/A);
 - xiv. Annex [X1] - Bidder's Supply Chain Security Information (if applicable - delete if N/A);
 - xv. Form of performance guarantee, a separate agreement to be signed by _____ in accordance with the Article entitled "Performance Guarantee";
- (NOTE TO BIDDERS: A PERFORMANCE GUARANTEE MIGHT BE REQUIRED, FOR EXAMPLE, AS A RESULT OF THE FINANCIAL CAPABILITY ASSESSMENT OF THE BIDDER. IF A PERFORMANCE GUARANTEE IS NOT REQUIRED, THIS SUB-ARTICLE WILL BE DELETED AT CONTRACT AWARD.)**
- xvi. SACC A9117C (2007-11-30), T1204 - Direct Request by Customer Department;
 - xvii. SACC C2000C (2007-11-30), Taxes - Foreign-based Contractor;
 - xviii. Additional Terms and Conditions - Approved by Canada
 - xix. the Contractor's proposal dated [insert date of proposal], as amended [insert date(s) of amendment(s) if applicable], not including any software publisher license terms and conditions that may be included in the proposal, not including any terms and conditions in the proposal 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 proposal.

(NOTE TO BIDDERS: A FINALIZED RESULTING CONTRACT CLAUSES SECTION INCLUDING ALL ATTACHMENTS AND ANNEXES WILL BE INCLUDED IN THE FINAL CHALLENGE-BASED SOLICITATION.)

7. ANNEXES

7.1 Problem Statement, Challenges, Expected Outcomes and Mandatory Minimum Viable Requirements

7.1.1 Problem Statement

Canada lacks the tools to develop, host and support an application that will facilitate the mentoring process and the mentoring program.

7.1.2 Challenge(s) specific to Solution

Annex 7.1.4 lists the minimum viable requirements (MVR) and what the Solution must do or must be able to do. Under the resulting Contract, the Contractor will be responsible for satisfying all MVRs. In the sections below, Canada describes the expected outcomes that should be achieved and the challenges that should be addressed, however achieving those outcomes and challenges is not mandatory under the resulting contract.

The capacity of a given Contractor to produce the expected outcomes will be one of the factors that will be considered in the framework to make the choice of the Solution to be deployed.

7.1.3 Expected Outcomes & Challenges to be Addressed

For a Mentoring Application solution

Expectation 1: the solution will be easy to access and use

Challenges to be Addressed:

- Solution must meet accessibility standards for the Government of Canada
- Application content and support available in both official languages (French and English)
- Application content and support accessible via the internet

Expectation 2: the solution will include an authentication process

Challenges to be Addressed:

- Identity and Access Management solution needs to be in place to authenticate users
- Users must be able to access the solution in multiple roles (administrator, mentor, mentee)

Expectation 3: the solution will facilitate the matching of mentors and mentees

Challenges to be Addressed:

- Users must be able to create and manage a profile
- Users must be able to have multiple roles within their profile: to be both a mentor and mentee, across multiple relationships
- Automatically identify potential mentor and mentee relationships against multiple user-specified criteria
- Propose optimal matching scenarios (eg most number of relationships, ideal context based relationships)
- Allow users with an existing mentoring relationship to register that relationship within the solution

Expectation 4: the solution will provide notifications and alerts

Challenges to be Addressed:

- Users should be alerted/notified of changes, assignments or items requiring their attention throughout the mentorship process.

Expectation 5: the solution will provide reporting data to Program Administrators

Challenges to be Addressed:

- Ability to report on program data such as:
 - overall participation rate;
 - participation rate by sector / portfolio / region;
 - participants' areas of interest;
 - Employment equity group membership and Equity Seeking Group identification.
 - Matched relationships
 - Participation by role
- Ability to edit datasets as needed to provide reporting data
 - Assign filters/criteria

7.1.4 Minimum Viable Requirements (MVR)

Definitions: For the purpose of the demonstration, the following terms are defined as follows:

Mentor: A mentor is an employee whose role is to offer career wisdom to mentees. Mentors act as guides and advisors to their mentees. They share their knowledge, skills, competencies and experiences. During the mentoring process, mentors often acquire new perspectives and learn from their mentees, as well.

Mentees: Mentees are employees, regardless of age or tenure, who are looking to expand their knowledge of the organization and gain advice on career development or advancement. They are eager to learn from others, and are committed to showing initiative in their personal and career development. By working with a mentor, a mentee can increase his or her potential to advance in the organization and in their career.

Matching Process: In the context of the National Mentoring Program (NMP), the intelligent matching process provides the names of potential mentors to mentees. When mentors and mentees register for the NMP, they complete a matching questionnaire. Based on the responses to the questions, the NMP application identifies potential matches and shares them with the mentee. While the matching system is both automated and manual, it is up to each mentee to reach out to potential mentors and initiate the mentoring relationship. Additional to creating an automated match, the application allows for already existing or already matched (outside the system) relationships to register their relationship.

Users: refers to the following distinct roles:

- a. Mentor (Registered user who can create and maintain a profile, view and manage relationships)
- b. Mentee (Registered user who can create and maintain a profile, view, manage and request new relationships)
- c. Administrator (Registered user who may grant roles, manage relationships, edit profiles, generate reports)
- d. Unregistered User (External unregistered user or recipient, who may be engaged to register and participate in the mentorship program)

MVR	Evaluation Criteria for the Demonstration
1	<p>Web-based: The solution must be web-based. The Bidder must demonstrate how the solution can be used with a web browser, not requiring the User to install any supplemental software.</p>
2	<p>Official Languages: The solution must be bi-lingual.</p> <p>The Bidder must demonstrate how the solution supports users in both official languages (French/English).</p>
3	<p>Accessibility: The solution must offer accessibility options, including the capacity to have a multi-linguistic keyboard to accommodate all language characters</p> <p>The Bidder must demonstrate that the solution aligns with the Government of Canada's accessibility requirements, and has the capacity to allow for communication in the users' languages of choice, inclusive of Indigenous languages and international languages.</p>
4	<p>Infrastructure Linkage: The solution must not link to Government of Canada infrastructure.</p> <p>The Bidder must demonstrate that the solution is viable without any linkages to GoC infrastructure (IT architecture and systems).</p>
5	<p>Independent Hosting: The solution must be hosted on an external server located in Canada.</p> <p>The Bidder must demonstrate that the solution will be accessible to users via the IT infrastructure owned/controlled by the Bidder. The Bidder must demonstrate that the IT infrastructure and corresponding data will remain in Canada</p>
6	<p>Authentication: The solution must include an authentication process.</p> <p>The bidder must demonstrate how the solution authenticates users.</p>
7	<p>Multiple Roles: The solution must support multiple user roles for individual users.</p>

	The Bidder must demonstrate how the solution supports users who occupy multiple roles in the mentoring program (for example a mentee may also be a mentor)
8	<p>Intelligent Matching: The solution must facilitate the matching of users.</p> <p>The Bidder must demonstrate how the solution can facilitate the matching process between Mentors and Mentees, recommending matches based on profiles and settings configurable by Administrative users. Any settings, configurations or criteria that can be customized to support the matching must be demonstrated to the Government of Canada (GoC).</p>
9	<p>Registration of existing relationships, and the capacity to manually override automatic matching when necessary.</p> <p>The Bidder must demonstrate that the application allows for already-existing or already-matched (outside the system) participants to register their relationship</p>
10	<p>System Notifications: The solution must generate notifications to users.</p> <p>The Bidder must demonstrate how the solution will generate notifications to users.</p>
11	<p>Data Administration: The solution dataset must be available and editable.</p> <p>The Bidder must demonstrate how the solution will provide access to the underlying dataset for editing and reporting purposes.</p>

7.2 Personas

7.2.1 Persona Name: ADMINISTRATOR

Role:

Administrators are responsible for developing and providing resources and training to all program participants. Administrators evaluate the program, update it as required, and provide a range of services, such as statistical reporting and responding to inquiries from mentors and mentees.

Demographics:

The National Mentoring (NMP) Team consists of employees from the Center of Expertise for Learning and Professional Development (LPD) who work in association with the other key players to administer the program nationally

<p>Goals</p> <ul style="list-style-type: none"> • To support the matching of mentors and mentees within the program • To support the ongoing relationships between mentors and mentees • To support program evaluation and reporting procedures • To manipulate data for the reporting process • Develop and provide resources and training to all participants, • Provide a range of services, such as statistical reporting, promotional activities and responding to inquiries from mentors and mentees. • To keep the program database up to date and accurate. 	<p>Challenges</p> <ul style="list-style-type: none"> • Current website does not fully support administrator role/functions • Lack of timely access to system data for reporting purposes. • Managing participants in the program to ensure the system data is accurate (participant database).
<p>Values</p>	<p>Fears</p> <ul style="list-style-type: none"> • Out of date data • Unable to access data as needed to generate reports required • Loss of participation due to website issues • Protection of system information (Privacy data)
<p>Expectations</p> <ul style="list-style-type: none"> • Notification of new users registered in the system, and new relationships established • Easily communicate with users, follow their relationship status, and provide resources; • Access to real time data for reporting purposes • Consistent, reliable access to solution to maintain participant interest • User data is protected as required (Protected A and Reliability) • Administrators can generate reporting data on program criteria • Notification of downtime • Timely access to support 	<p>Measures of Success</p> <ul style="list-style-type: none"> • Ability to access accurate data in real time • The solution is available as scheduled (timeframe to be determined) • Protection standards are met • Ability to report on field of choice • System interruptions are communicated to admins • Access to support is available as scheduled (timeframe to be determined) • Easy to support and onboard any users (low support overhead) • Accurate transfer of information from old system to new • Ease of adoption • Auditing record that process is working • User-friendly interface – with typical interface (so employees do not need extra help to navigate the interface) • stale dated out of date profiles flagged and notified

7.2.2 Persona Name: MENTEE

Role:

Mentees are employees, regardless of age or tenure, who are looking to expand their knowledge of the organization and gain advice on career development or advancement. They are eager to learn from others, and are committed to showing initiative in their personal and career development. By working with a mentor, a mentee can increase his or her potential to advance in the organization and in their career.

Mentees are:

- committed to showing initiative in their career advancement;
- open to receiving advice and guidance; and
- interested in broadening their perspectives on the organization.

Every mentee has distinct needs. However, generally speaking, they are looking for the following things:

- a safe place to ask questions;
- an opportunity to learn from someone with different career and life experiences;
- exposure to new perspectives; and guidance navigating the informal characteristics of the workplace.

Demographics:

Typically, mentees are new or junior employee who are looking to expand their knowledge of the organization and advance their career. Mentees work with their mentors to learn from the knowledge, skills, techniques and experience of others. Mentees apply the lessons they have learned from their mentors to achieve personal advancement

<p>Goals</p> <ul style="list-style-type: none"> • Access to system that supports mentoring program • ability to receive mentoring services • Capacity to be matched with mentors 	<p>Challenges</p> <ul style="list-style-type: none"> • Time management challenge (ease of use) • Lack of notifications (follow ups) • Lack of administrative mgmt. to assist users • Matched with inactive mentor profiles • Lack of response from matched mentors • Lack of suitable mentors
<p>Values</p>	<p>Fears</p> <ul style="list-style-type: none"> • Unable to match with an appropriate mentor
<p>Expectations</p> <ul style="list-style-type: none"> • easy to use interface • accurate matching to mentors • reliable access to solution and support 	<p>Measures of Success</p> <ul style="list-style-type: none"> • novice users can access and navigate the solution with little to no assistance • automated matching results are accurate to the criteria selected • out of date profiles flagged and notified • relationship established within 30 days

7.2.3 Persona Name: MENTOR

Role:

A mentor is an employee whose role is to offer career wisdom to mentees. Mentors act as guides and advisors to their mentees. They share their knowledge, skills, competencies and experiences. During the mentoring process, mentors often acquire new perspectives and learn from their mentees, as well.

Mentors:

- share their knowledge, skills, techniques, and experiences;
- act as an advisor and guide, assisting their associates to achieve professional development and career goals;
- broaden their own experience, share their ideas and perspectives;
- promote the values of the organization; and
- help make the orientation and onboarding process for new employees a success

Demographics:

- Mentors are typically seasoned employees who are motivated to help others succeed.
- Mentors share their knowledge, skills and experience and act as advisors and guides.

<p>Goals</p> <ul style="list-style-type: none"> • Access to system that supports mentoring program • Ability to provide mentoring services • Capacity to be matched with associates 	<p>Challenges</p> <ul style="list-style-type: none"> • Time management challenge (ease of use) • Lack of notifications (follow ups) • Lack of administrative mgmt. to assist users • No direct ability to restrict automated matching (no vacancy sign)
<p>Values</p>	<p>Fears</p> <ul style="list-style-type: none"> • won't be matched to appropriate associate • never selected • profile gets lost in the shuffle • always selected
<p>Expectations</p> <ul style="list-style-type: none"> • easy to use interface • accurate matching to mentees • reliable access to solution and support 	<p>Measures of Success</p> <ul style="list-style-type: none"> • novice users can access and navigate the solution with little to no assistance • automated matching results are accurate to the criteria selected • out of date profiles flagged and notified • relationship established within 30 days • notifications of profile activity (views within 30 days) • notification of profile completion

7.2.4 Persona Name: UNREGISTERED USER

Role:

This is an individual not currently registered in the program who may be invited to join the program by an existing registered user or may require access to program materials.

Demographics:

These individuals may be at all levels and experience depending on the role they are invited to assume (mentor or mentee)

Goals <ul style="list-style-type: none">• Access to solution without login to view content (landing page)	Challenges <ul style="list-style-type: none">• Access to enough program information so they can make an informed decision as to whether to participate.
Values	Fears <ul style="list-style-type: none">• Inability to access program information
Expectations <ul style="list-style-type: none">• Landing page that informs/educates viewers	Measures of Success <ul style="list-style-type: none">• guests can access solution for viewing purposes• guests can easily become a registered user

7.3 Accessibility Requirement

[During the Proof of Concept phase, the Contractor will develop a roadmap, which will ensure their solution becomes fully compliant with the Act. The capacity of the Contractor to fully comply in a timely manner with the Accessibility requirements will be one of the factors that will be considered for the selection of the Solution(s) to be deployed.]

To be compliant with the provisions of the Accessibility Act, the solution must meet, at a minimum, the following requirements.

- a) All Information and Communication Technology (ICT) components of the solution must conform with the relevant accessibility requirements of EN 301 549 (2018). These components include, but are not limited to, web-based dashboards, reports produced by the software, product documentation, and support services.
- b) Information presented through visualizations, graphs and dashboard widgets for example, must be made available through non-visual means. Providing an alternate output, which presents the information textually, is sufficient to meet this requirement. The text version must provide the same information as the visualized version.
- c) Where documents are provided in more than one format, for example, a report provided in both PDF and Excel format, at least one of the formats must be accessible. The accessible version must provide the same information as the inaccessible version, and a notice must be posted indicating which format is accessible].

7.4 Official Languages Requirement

[During the Proof of Concept phase, the Contractor must demonstrate the solution's full compliance with the Act.

To be compliant, the Solution must meet, at a minimum, the following official languages requirements:

- d) Users must be able to enter customizable text on dashboards and in reports in either English or French;
- e) The Solution must include functionalities that allow Users to fully work in either English or French;
- f) Users must be able to toggle between English and French from any given page;
- g) Users must be able to set an official language of preference for the solution's interface;
- h) Users must be able to select an official language of preference when brought to the solution prior to launching it;
- i) the solution must generate e-mails to Users in both official languages, as applicable;
- j) Support Services (telephone, fax, e-mail, Web) must be available in either English or French; and
- k) Training must be provided in both official languages, i.e., instruction and course material must be available in either English or French, or both, as specified by Canada.

In addition to the provisions of the Official Languages Act, the solution must be able to process folder names and file names with French accents or diacritical marks.