

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

Department of Justice Canada  
Finance and Planning Branch  
attention: Jeff Williams

Ministère de la Justice Canada  
Direction générale des finances et de la planification  
Attention : Jeff Williams

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Comments - Commentaires

**Proposal To: Department of Justice Canada**

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

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

**Proposition au : Ministère de la Justice Canada**

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

En apposant ma signature ci-après, j'atteste, au nom du soumissionnaire, que j'ai lu la demande de propositions (DP) en entier, y compris les documents incorporés par renvoi dans la DP et que :

1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire les exigences obligatoires décrites dans la demande de soumissions;
2. cette soumission est valide pour la période exigée dans la demande de soumissions ;
3. tous les renseignements figurant dans la soumission sont complets, véridiques et exacts; et
4. si un contrat est attribué au soumissionnaire, ce dernier se conformera à toutes les modalités énoncées dans les clauses concernant le contrat subséquent et comprises dans la demande de soumissions.

<b>Title – Sujet</b>	
JUS-MENTORING-APP	
<b>Solicitation No. – N° de l'invitation</b>	<b>Date</b>
JUS-MENTORING-APP	November 22, 2022
<b>Client Reference No. – N° référence du client</b>	
JUS-MENTORING-APP	
<b>GETS Reference No. – N° de référence de SEAG</b>	
<b>Solicitation Closes L'invitation prend fin</b>	<b>Time Zone Fuseau horaire</b>
<b>at – à</b> 02 :00 PM – 14h00	Eastern Standard Time (EST)
<b>on – le</b> January 10, 2023	Heure Normale de l'Est (HNE)
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/>	<b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>
<b>Address inquiries to – Adresser toute demande de renseignements à :</b>	
Jeff Williams	
<b>Area code and Telephone No. Code régional et N° de téléphone</b>	<b>Facsimile No. / e-mail N° de télécopieur / courriel</b>
236-335-2084	<a href="mailto:Jeff.Williams@justice.gc.ca">Jeff.Williams@justice.gc.ca</a>
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction</b>	

**Instructions:** See Herein

**Instructions :** Voir aux présentes

<b>Delivery required -Livraison exigée</b>	<b>Delivery offered -Livraison proposée</b>
See Herein – Voir aux présentes	
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Compétence du contrat :</b> Province du Canada choisie par le soumissionnaire et qui aura les compétences sur tout contrat subséquent (si différente de celle précisée dans la demande)	
<b>Vendor/firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	
<b>e-mail - courriel</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur ( taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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This Challenge-Based Solicitation Document No. JUS-MENTORING-APP-FINAL, supersedes the previous Challenge-Based Solicitation document No. JUS-MENTORING-APP dated June 10, 2022, with a closing date of July 11, 2022, at 2:00pm EDT.

This Challenge-Based Solicitation contains the entire understanding of the parties and supersedes all previous oral and written understandings on the subject hereof.

## **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 (Justice). Canada is seeking a solution that must be hosted externally by the Contractor on a certified Software as a Solution (SaaS).

### **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.

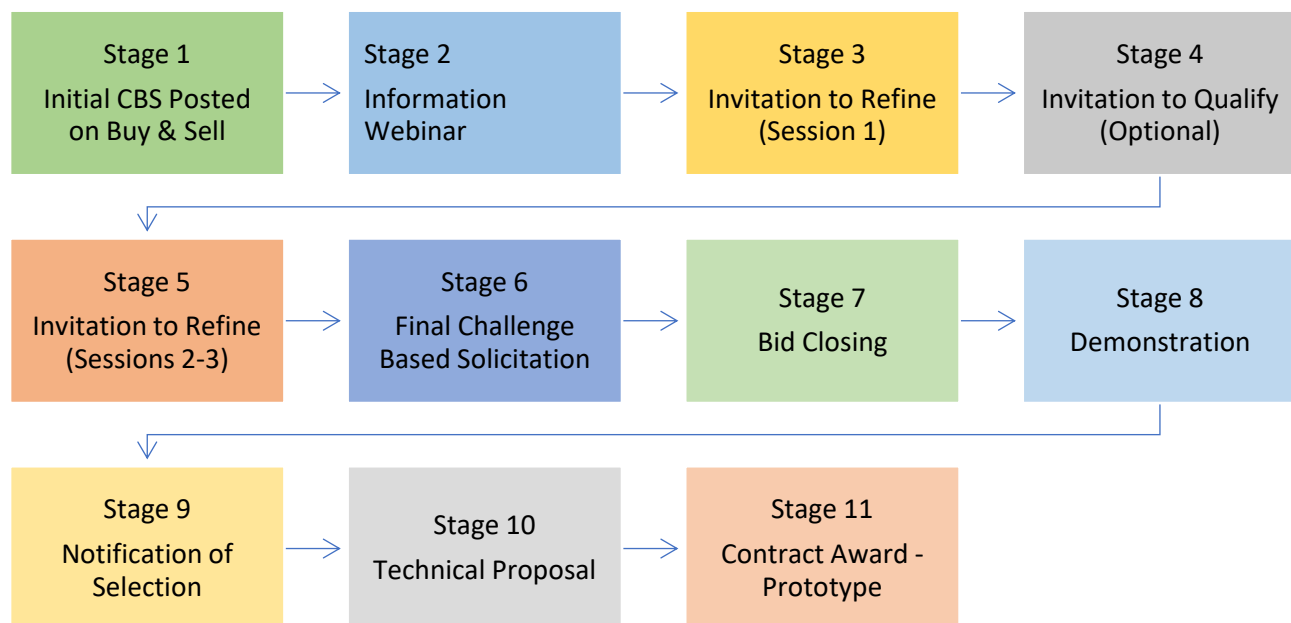
Throughout the ItR Sessions 1 to 3 period, Bidders are invited to provide feedback on the problem statement(s) by participating in videoconference interactions (Invitation to Refine events), and other types of activities facilitated by Canada, in order to help Canada finalize the Challenge-Based Solicitation.

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

(Note to Bidders: With the release of this Solicitation No. JUS-MENTORING-APP-FINAL, Stages 1 to 6 of Solicitation No. JUS-MENTORING-APP are complete.)

The Solicitation Stages are:



##### 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).

##### Stage 7: Bid Closing - Bid Submission 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

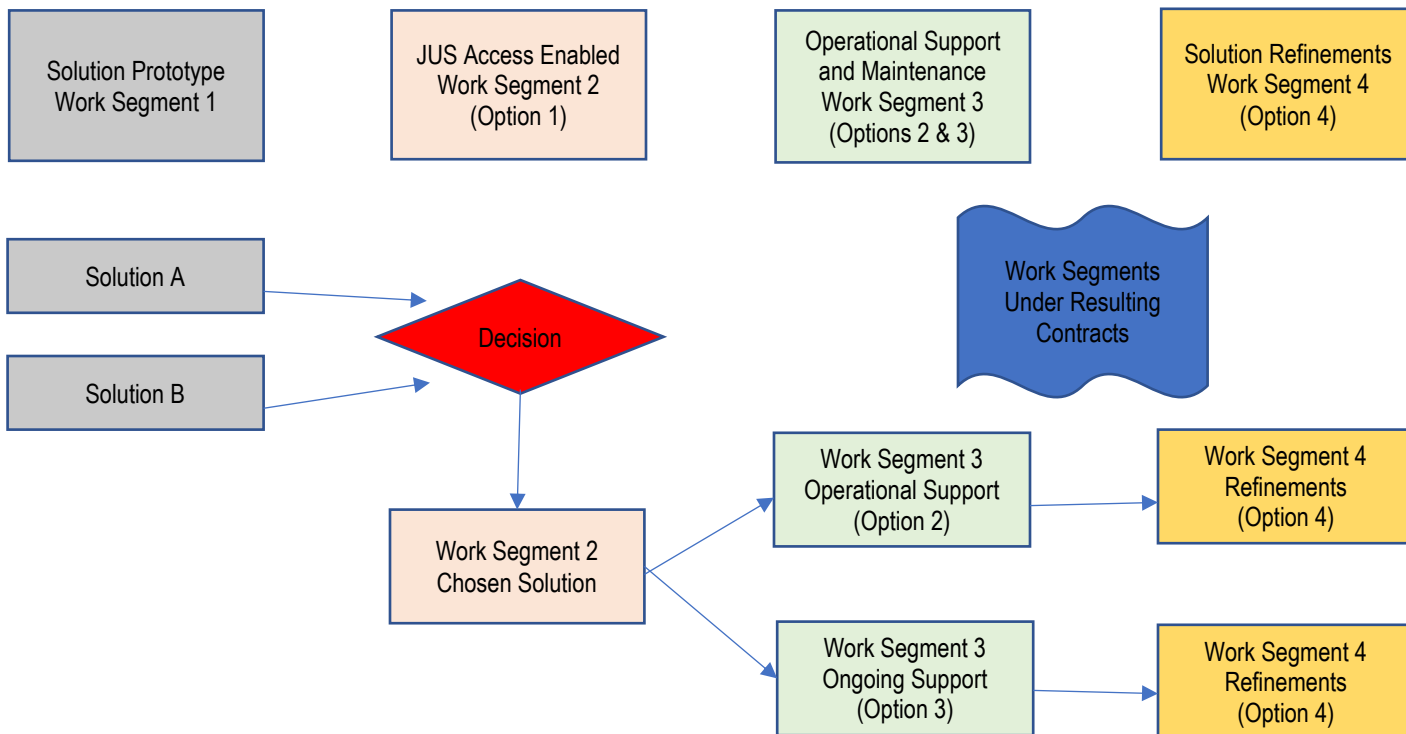
The highest ranked Bidders following the Evaluation Procedures and Basis of Selection process (Section 4), are notified (*Notification of Selection*) of Canada's intent to award multiple option-based contracts to develop, test, and evaluate selected Solutions (i.e., prototypes) in parallel.

##### 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. The following infographic is an example of the Statement of Challenge Work Segments, and corresponding resulting Contract Options.



### 1.5. Choice of Solutions

During the Proof of Concept Work Segments various Solutions will be compared. Based on favorable testing and evaluation results, Canada may select Solution(s) to be Deployed (WS 2 Contracts - Deployment).

## 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 (2022-03-29) 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 (2022-03-29) 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. Enquiries – Solicitation

Questions and comments about this Solicitation can be submitted in accordance with SACC 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, section 13 *Communication – solicitation period*.

Question Period to Bid Closing: All enquiries are requested to be submitted in writing to the Contracting Authority no later than 5 calendar days before the Bid Closing. Enquiries received that do not meet this condition may not be answered prior to Bid Closing. Enquiries received after that time may not be answered.

### 2.4. 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](mailto:Jeff.Williams@justice.gc.ca)

### 2.5. Applicable Laws

Any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in province of Ontario, Canada. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Offer, by inserting the name of the Canadian province or territory of their choice in their Bid Submission. If no change is made, the Bidder acknowledges that the applicable laws specified are acceptable to the Bidder.

### 2.6. Trade Agreements

This Solicitation is subject to the provisions of the following trade agreements.

- Canada Free Trade Agreement (CFTA)
- World Trade Organization-Agreement on Government Procurement (WTO-GPA)
- Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- Canada-Chile Free Trade Agreement

- Canada-Columbia Free Trade Agreement
- Canada-Honduras Free Trade Agreement
- Canada-Panama Free Trade Agreement
- Canada-Peru Free Trade Agreement
- Canada-Korea Free Trade Agreement
- Canada-Ukraine Free Trade Agreement
- Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA)

## 2.7. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information should be submitted with the bid. If any of the required certifications or additional information is not complete and submitted as requested, the Contracting Authority (CA) will inform the Bidder, by sending a written notice of a time frame within which to comply with the request. Failure to comply with the request within the time frame specified, will render the bid non-responsive. The certifications provided by Bidders to Canada are always subject to verification by Canada. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a Contractor in default if any certification is found to be untrue, whether made knowingly or unknowingly, whether in its bid, during the bid evaluation period, or during the Contract period. The CA will have the right, by sending a written notice to the Bidder at any time, to request additional information to verify the Bidder's certifications. Failure to comply with this request will render the bid non-compliant.

## 2.8. Software as a Service (SaaS)

To inform Justice on how best to use cloud application services, Justice requests that Bidders provide a list, of current Government of Canada cloud application services being offered under contract(s). Bidders may be leveraging one of the GC Cloud Brokerage Service, GC Cloud Providers listed below, or a Public Services and Procurement Canada (PSPC) – SaaS Method of Supply (GC Cloud) Supply Arrangement, to make their services available to Canada, which should be included in their cloud application services list.

The Bidders' cloud application services list will not be considered in the solicitation evaluation process.

GC Cloud Providers :

- Amazon Web Services
- Microsoft Cloud Services
- ThinkOn
- Oracle Cloud Infrastructure
- Salesforce
- IBM Cloud
- ServiceNow
- Google Cloud

## 2.9 Bid Challenge and Recourse Mechanism

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority.

Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



### 3. PROPOSAL PREPARATION INSTRUCTIONS

#### 3.1. Submission of Written Documents by Bidders

Bidders are required to submit written documents at the following stages.

- a. Stage 7 - Solicitation Closing (see 3.1.1)
- b. Stage 10 - Technical Bid (see 3.1.3)

##### 3.1.1. Solicitation Closing - Bid Submission and Financial Proposal Form

Bidders must submit their completed Bid Submission and Attachment B1 - Financial Proposal Form by the Bid Closing Date and Time noted on cover page of the CBS.

**(Note to Bidders: Bidders Technical Bids are not to be provided at Bid Closing.)**

##### 3.1.2. Financial Proposal - Pricing Components

Bidders must submit their Financial Proposal in **Canadian dollars (CAD)**, in accordance with instructions and the pricing components set out in Attachment B1 - Financial Proposal Form. Bidders must not make assumptions that would conflict with the instructions and the pricing components set out in the Financial Proposal Form.

###### 3.1.2.1. Financial Proposal - Out of Scope Pricing Components

Bidders must not propose prices that would result in their Financial Proposal being out of line with the pricing components set out in Attachment B1 - Financial Proposal Form. Bidders must not propose pricing components for performing any out of scope Work, i.e., Work that would not be required by Canada. Whether or not a proposed pricing component is an out of scope pricing component, is determined entirely within the discretion of Canada. Proposed out of scope pricing components, if any, will be kept for evaluation purpose only, and will not be considered as eligible prices under the resulting Contract. Bidders intending to provide Work at no cost, should indicate "\$0.00" in the appropriate pricing component(s) table set out in the Financial Proposal Form.

##### 3.1.3. Stage 10: Technical Bid

Bidders notified at Stage 9 of Canada's intent to award multiple Contracts, are requested to submit their Technical Bid to the CA, within any time specified in the *Notification of Selection*. The Bidders Technical Bid; while providing a brief overview of the problem statement(s) and explaining how the Solution addresses those problem statement(s), must mirror, at a minimum, the characteristics of the Bidders Solution as demonstrated at Stage 8 and explain, if applicable, why the Bidder considers specific additional functional/non-functional requirements would improve the Solution in addressing the needs of the Crown. The Technical Bid will form part of the resulting Contract.

Whether or not the Bidders Technical Bid mirrors the characteristics of the Bidders Solution as demonstrated at Stage 8, is determined entirely within the discretion of Canada. If Canada determines that the Bidders Technical Bid does not mirror the characteristics of the Bidders Solution as demonstrated at Stage 8, the CA will, by sending a written notice to the Bidder, request that the Bidder correct their Technical Bid within any time specified in the notice. Canada will only consider for Contract award, those Technical Bid that mirror, at a minimum, the characteristics of the Bidders Solution as demonstrated at Stage 8.

#### 3.2. Electronic Submission of Bids Through Email

All **Bidders must submit their Bids by email** by the Bid Closing Date to the email address identified on the cover page of the Solicitation as the "Email Address for Submitting Bids".

**Electronic submission of Bids is mandatory.**

- a) **Submission through Email:** All Bidders must submit their Bids by email, as specified in this section.
- b) **Submissions not permitted after Bid Closing:** Only emails that are received at the Email Address for Submitting Bids by Bid Closing will be considered part of the Bid.
- c) **Format of Bid Documents/Email Attachments:** Bidders may submit Bids in any of the following approved formats:
  - i. PDF attachments; and
  - ii. documents that can be opened with either Microsoft Word or Microsoft Excel.Bidders that submit Bids in other formats do so at their own risk, as Canada may be unable to read them.
- d) **Email Size:** Bidders should ensure that they submit their Bid in multiple emails if any single email, including attachments, will exceed 10 MB.
- e) **Email Title:** Bidders are requested to include the Solicitation number identified on the cover page of Solicitation in the "subject" line of each email forming part of their Bid.
- f) **Email Title Multiple Emails:** Bidders that submit their Bid in multiple emails, are requested to indicate the number of the email and the total number of emails that encompass the Bidders entire Bid in the "subject" line of each email forming part of their submission (example emails 1 of 5).
- g) **Time of Receipt:** All emails received at the Email Address for Submitting Bids showing a "received" time before Bid Closing will be considered timely. In the case of a dispute regarding the time at which an email arrived at Justice, and the time at which the Bid is received by Justice will be determined:

- i. by the delivery time stamp received by the Bid if the Bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
  - ii. if the Bidder has not turned on Delivery Status Notification for the sent email, in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services.
- h) **Availability of CA:** During the 4 hours leading up to Bid Closing, a Justice representative will monitor the Email Address for Submitting Bids and will be available by telephone at the CA's telephone number shown on the cover page of the solicitation (although the Justice representative may not be the CA). If the Bidder is experiencing difficulties transmitting the email to the Email Address for Submitting Bids, the Bidder should contact Justice immediately at the CA's coordinates provided on the cover page of the Solicitation.
- i) **Email Acknowledgement of Receipt by Justice:** On the day of Bid Closing, a Justice representative will send an email acknowledging receipt of each Bid (and each email forming part of that Bid, if multiple emails are received) that was received by Bid Closing at Justice's Email Address for Submitting Bids.
- j) **Delayed Email Bids:** Justice will accept an email Bid received in the first 24 hours after Bid Closing only if the Bidder can demonstrate that any delay in delivering the email to the Justice Email Address for Submitting Bids is due to Canada's systems. Bids received by email more than 24 hours after Bid Closing will not be accepted under any circumstances. As a result, Bidders who have tried to submit a Bid, but have not received an email acknowledging receipt from Justice should contact the CA so that they can determine whether or not the Bid arrived at the Justice Email Address for Submitting Bids on time.
- k) **Responsibility for Technical Problems:** By submitting a Bid, the Bidder is confirming it agrees that Canada is not responsible for:
  - i. any technical problems experienced by the Bidder in submitting its Bid, including emails that fail to arrive because they exceed the maximum email size of 10 MB or including email or attachments that are rejected or quarantined because they contain malware or other code that is screened out by Justice for security reasons; or
  - ii. any technical problems that prevent Justice from opening the email attachments. For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated without that portion of the Bid. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

#### 4. EVALUATION PROCEDURES AND BASIS OF SELECTION

Bids will be assessed in accordance with the requirements of the Solicitation and the technical and financial evaluation criteria.

There are several steps in the evaluation process, which are described herein. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

An evaluation team composed of representatives of Canada will evaluate the Bids. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

##### 4.1. Mandatory Financial Evaluation Criteria

Financial Proposals will be assessed to determine compliance with the Mandatory Financial Evaluation Criteria, by calculating the Total Proposed Price, using the Attachment B1 - Financial Proposal Form. The maximum funding available (i.e., Mandatory Financial Evaluation Criteria for any Contracts) resulting from the Challenge-Based Contract Solicitation is \$5,000.00. (Applicable Taxes are extra) as follows:

- a) The maximum funding available for the Proof of Concept development, testing, and evaluation phase, i.e., Contract Award - Proof of Concept(s) is \$ 5,000.00. (Applicable Taxes extra). Financial Proposals inserted in Pricing Table 1 (PT1) must not exceed the maximum funding available for Proof of Concept, Financial Proposals valued in excess of this amount will be considered non-responsive. The disclosure of the maximum funding available does not commit Canada to spend that funding. Financial Proposals must be submitted and will be evaluated in Canadian dollars (CAD), excluding Applicable Taxes, but including shipping, travel and living expenses, Canadian customs duties, and excise taxes.

##### 4.2. Evaluation Procedures – Demonstration (Stage 8)

Bidders that comply with the requirements of the Solicitation and the Mandatory Financial Evaluation Criteria will be invited to make a demonstration of their Solution.

The key steps for the demonstration are as follows:

- a) Demonstration: Bidders makes its demonstration in front of the evaluation team members. (maximum 80 minutes)
- b) Evaluation team withdraw: The evaluation team will withdraw to finalize the questions to be asked of the Bidder. (estimated 20 minutes)
- c) Q&A: Question and answer period. (maximum 40 minutes)

The demonstration and answers to questions asked by the evaluation team members will be evaluated according to the Demonstration evaluation criteria detailed in Annex B - Demonstration Evaluation Criteria.

##### 4.2.1. Post-Demonstration Compliance Check

Attachment 1 to Part 4 - Demonstration Evaluation Criteria includes ten (10) mandatory evaluation criteria. Should a Bidder fail to demonstrate at Stage 8 – Demonstration, compliance with one or more mandatory evaluation criteria, Canada will provide the Bidder with feedback and allow the Bidder a second opportunity to demonstrate compliance.

**a) Canada will provide Feedback on the Demonstration (Mandatory Technical Requirements):**

Canada will provide confidential feedback, referred to as a Preliminary Evaluation Notice (PEN), to each Bidder that has given a Demonstration (Stage 8). Canada will normally provide that feedback by email and the Bidder is deemed to have received Canada's feedback at the time it is sent by Canada. Canada is not responsible for any technical delays in the receipt by the Bidder of its feedback.

**b) Nature of Canada's Feedback where No Deficiencies Identified:** If Canada does not note any deficiencies during the Bidder's Demonstration, Canada will provide the relevant Bidder with a "nil" response.

**c) Nature of Canada's Feedback where Deficiencies Identified:** If Canada notes deficiencies during the Bidder's Demonstration, Canada will provide written feedback to the Bidder indicating any mandatory technical criteria which Canada has noted:

- i) have not been addressed at all;
- ii) have not been sufficiently addressed; and
- iii) were addressed in such a way that the mandatory technical requirements as demonstrated in the Bidder's Demonstration would be declared noncompliant.

While Canada will note the reason why the Demonstration is deficient, Canada will not indicate to the Bidder how the deficiency can be corrected. For example, the feedback might consist of statements such as the following examples:

- The Demonstration did not demonstrate that the Solution can detect anomalies and send alerts in under 1 minute.
- The Demonstration did not demonstrate that the Solution can illustrate a single transaction from a User to the point of failure.
- The Demonstration did not demonstrate that the Solution can illustrate if one User or many Users are impacted.

Once Canada has indicated that a specific mandatory technical requirement has not been met, Canada is not required to breakdown each way in which the Bidder has failed to meet the mandatory technical requirement. Canada will also not respond to questions about the feedback. If Canada determines that a Demonstration is substantially deficient, i.e., there are more than three (3)

deficiencies identified, Canada reserves the right not to provide a full review of the Demonstration, in which case Canada will identify to the Bidder only those deficiencies noted by Canada before it ceased its review.

- d) **Timing for Providing Feedback:** The time it takes for Canada to provide the feedback will depend on the number of Demonstrations held, and their quality. Canada does not commit to provide its feedback within a specific amount of time. All Bidders will have up to five (5) full calendar days (the day of receipt of the feedback is not counted) to prepare a **Final Demonstration**, in order to demonstrate compliance with failed mandatory evaluation criteria. For example, Canada sends the feedback to the Bidder on Friday at 10am, the Bidder will have Saturday, Sunday, Monday, Tuesday, and Wednesday to prepare its Final Demonstration. Final Demonstrations will be held no earlier than Thursday of that week. The Bidder must be available to demonstrate compliance with the failed mandatory evaluation criteria within 5 calendar days of the feedback received of Canada.
- e) **Bidders are invited to present a Final Demonstration:** Canada invites Bidders to present their Final Demonstration. The Final Demonstration provides an opportunity for Bidders to further illustrate how their Solution is compliant with the mandatory technical criteria of the Solicitation. Canada will treat Final Demonstrations the same way it treats Demonstrations, in accordance with the section entitled *Evaluation Procedures – Demonstration (Stage 8)* of the Solicitation.
- f) **Final Demonstration Deadline:** Canada will hold Final Demonstrations no earlier than 3 full business days from the date the CA sends the Preliminary Evaluation Notice (PEN), to each Bidder (the day of receipt of the feedback is not counted).
- g) **Bidder Solely Responsible for Submitting Compliant Demonstrations:** Even if Canada provides feedback regarding a Bidder's Demonstration, the Bidder is solely responsible for ensuring that its Demonstration(s) are accurate, consistent, complete, and fully compliant, in accordance with Annex B - Demonstration Evaluation Criteria. Canada does not guarantee that it will identify every deficiency in the Preliminary Evaluation Notice, as such, the Bidder is agreeing that Canada's review is only preliminary, and that Canada will not be responsible in any way for failing to identify any omission, deficiency, or non-compliance

#### 4.3. Certifications and Additional Information - Review Process

Canada will review all submitted certifications and additional information and determine if any further information is required.

#### 4.4. Basis of Selection - Highest Combined Rating of Technical Merit and Price

4.4.1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria, both technical and financial; and
- c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 49 points.

4.4.2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.4.3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

4.4.4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

4.4.5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

4.4.6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.4.7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract

#### 4.4.8. Distinct Solutions

Canada anticipates awarding multiple Contracts, which will initially be used to develop, test, and evaluate 3 Solutions that are "distinct" from one another. Solutions that are "distinct" from one another means Solutions that are comprised of:

- dissimilar *software* (as defined in 01, *Interpretation of the 4006 (2010-08-16) Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information*);
- dissimilar *Intellectual Property* (as defined in 01, *Interpretation of the 4006 (2010-08-16) Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information*; and
- dissimilar *codebases* i.e., a codebase (or code base) is a collection of source code used to build a particular software system, application, or software component.

The 3 highest-ranking responsive Bids offering distinct Solutions, will all be recommended for Contract award.

#### 4.5. Best and Final Bid (BAFB)

Agile Procurement Process 3.0 proposes tools and flexible contracting mechanisms to improve the ability of Canada to move quicker and produce better results leveraging the procurement function. One of these Agile Procurement Process tools is the use of the Best and Final Bid (BAFB) process. The BAFB process provides an opportunity for Bidders to improve the quality of their Bid in specific identified areas. Under BAFB, Bidders are asked for revised Bid in the specified areas, which then become their best and final bid and the basis for additional evaluation and selection. Any information received in response to the first request document is not disclosed to other Bidders as part of the BAFB process. Canada is not obligated to request Best and Final Bids; therefore, Bidders should submit their best terms (technical and price) in response to this CBS. If Canada determines there is a need for any additional information, substantial clarification, or changes to the CBS or Bids, Canada may request for Best and Final Bids. The Best and Final Bid request will describe the additional information, clarification, or change being requested. A date and time will be established for receipt of revised Bids. If a Bidder does not submit a Best and Final Bid, Justice shall consider its original Bid as its Best and Final Bid. Best and Final Bids will be evaluated using the evaluation criteria stated in the CBS. Justice may request more than one Best and Final Bid.

#### **4.6. Notification of Selection**

The highest-ranking Bidders following the Evaluation Procedures and Basis of Selection process will be notified of Canada's intent; at its sole discretion, to award up to 3 Challenge-Based Contract(s).

#### **4.7. Contract Award**

The period of the Contract is from award date until **[TO BE ADDED AT CONTRACT AWARD]**. Contract award is subject to Canada's internal approval processes. Although a Bidder may have been recommended for a Contract award, a Contract will only be awarded if internal approval is granted according to Canada's internal approval processes. If approval is not granted, no Contract will be awarded

#### **4.8. Media Announcements**

The Bidders agree not to make any media announcements about the award of a Contract without the written consent of the CA.

## Attachment 1 to Part 4 – Demonstration Evaluation Criteria

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)

<b>MVR</b>	<p><b>Evaluation Criteria for the Demonstration</b></p> <p><b>Evaluation Grid for Minimum Viable Requirements</b></p> <p>Fail = criteria not demonstrated</p> <p>Pass = criteria demonstrated</p>
1	<p><b>Web-based: The solution must be web-based.</b> 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><b>Official Languages: The solution must be bi-lingual.</b></p> <p>The Bidder must demonstrate how the solution supports users in both official languages (French/English).</p>
3	<p><b>Infrastructure Linkage: The solution must not link to Government of Canada infrastructure.</b></p> <p>The Bidder must demonstrate that the solution is viable without any linkages to GoC infrastructure (IT architecture and systems).</p>
4	<p><b>Independent Hosting: The solution must be hosted on an external server located in Canada.</b></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>
5	<p><b>Authentication: The solution must include an authentication process.</b></p> <p>The bidder must demonstrate how the solution authenticates users.</p>
6	<p><b>Multiple Roles: The solution must support multiple user roles for individual users.</b></p> <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)</p>
7	<p><b>Intelligent Matching: The solution must facilitate the matching of users.</b></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>

8	<p><b>Registration of existing relationships, and the capacity to manually override automatic matching when necessary.</b></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>
9	<p><b>System Notifications: The solution must generate notifications to users.</b></p> <p>The Bidder must demonstrate how the solution will generate notifications to users.</p>
10	<p><b>Data Administration: The solution dataset must be available, editable, and downloadable.</b></p> <p>The bidder must demonstrate how the solution will provide access to the underlying dataset for editing, reporting, and downloading purposes</p>

#### NON-MVR EVALUATION CRITERIA FOR THE DEMONSTRATION

Possible total of technical score = 49 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 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 15 points)

The Bidder should demonstrate the solution has the following capabilities:

- 1) to produce User reports out-of-the-box;
- 2) to produce and 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.
- 5) to download the complete data held in the application, in the form of a zipped folder of CSV files, one per table in the application's database, and including in the zipped folder a separate file clearly indicating what are the primary and foreign keys in the tables

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 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.

For capability 5, the points will be allocated as follows:

- The capability is demonstrated = 3 points
- The capability is not demonstrated = 0 points

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 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 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 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 English, French or Indigenous Languages of Canada = 1 point
  - All linguistic characters recognized correctly

## 5. CERTIFICATIONS AND ADDITIONAL INFORMATION

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

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the *Forms for the Integrity Regime* website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Software as a Service

In accordance with the section entitled *Software as a Services* of the Challenge-Based Standing Offer Solicitation, please list current Government of Canada cloud application services being offered under contract, and any GC Cloud Brokerage Service, and any Public Services and Procurement Canada – SaaS Method of Supply (GC Cloud) Supply Arrangements, being leveraged to make cloud application services available to Canada.

Service (Application)	Contract Name and Number	Name of GC Cloud Provider	PSPC SaaS Method of Supply and Supply Arrangement Number

#### 5.2.3 Federal Contractors Program for Employment Equity

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

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

#### 5.2.4 Former Public Servant

A duly completed *Attachment 1 to Part 5 - Information on Former Canadian Public Servant* should be completed and submitted with the bid but may be submitted afterwards. If not completed and submitted as requested, the Contracting Authority will inform the Bidder

of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.

## ATTACHMENT 1 TO PART 5 – INFORMATION ON FORMER CANADIAN PUBLIC SERVANT

### Former Public Servant

A duly completed **Attachment 1 to Part 5 - Information on Former Canadian Public Servant** should be completed and submitted with the bid but may be submitted afterwards. If not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame specified will render the bid non-responsive.

### Former Public Servant – Competitive Bid

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

#### A. Definitions

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

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

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

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

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

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

#### C. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**Yes**  **No**

If so, the Bidder must provide the following information:

- a. name of former public servant:
- b. conditions of the lump sum payment incentive:
- c. date of termination of employment:
- d. amount of lump sum payment:
- e. rate of pay on which lump sum payment is based:

- f. period of lump sum payment including start date, end date and number of weeks:
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program:

## 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 Annex A - Statement of Challenge (SoC), and the Contractor's Technical Proposal entitled [TO BE ADDED AT CONTRACT AWARD], dated [TO BE ADDED AT CONTRACT AWARD], and in accordance with the prices set out in the Annex B - Basis of Payment.

#### 6.2. Mentoring Application – Series of Contracts

The Contractor acknowledges that this Contract is one of a series of [TO BE ADDED AT CONTRACT AWARD] Contracts awarded as a result of the Challenge-Based Solicitation issued by Department of Justice Canada on [TO BE ADDED AT CONTRACT AWARD] under Solicitation No. [TO BE ADDED AT CONTRACT AWARD]. 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 [TO BE ADDED AT CONTRACT AWARD] 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 Attachment 1 to Part 4 - Demonstration Evaluation Criteria)

During the Refinement segment of the Prototype phase (refer to Section 1.4 Challenge Based Solicitation Stages), 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 do 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 Annex A - Statement of Challenge (SoC), and in accordance with the prices set out in Annex B - 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.

Option 1 has an expected duration of **[TO BE ADDED AT CONTRACT AWARD]** months.

The Contract expires 24 months after the contract award date 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 Annex A - Statement of Challenge, and in accordance with the prices set out in Annex B - 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 one-year periods of Operational Support and Maintenance Services, for the Solution, in accordance with the terms and conditions of this Contract, including Annex A - Statement of Challenge, and in accordance with the prices set out in Annex B - 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 Annex A - 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 Annex A - 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 (2022-05-12), General Conditions - Higher Complexity – Services

#### 6.5.1.2. 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 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information

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

#### 6.5.1.3. Additional Conditions

The following conditions are incorporated by reference.

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

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

#### 6.5.1.4. 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 Annex A - Statement of Challenge

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

Source Code Escrow Required: No

#### 6.5.1.5. 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 Annex A - Statement of Challenge
- iii. Contractor must keep track of software releases for the purpose of configuration control  
Yes, as described in Annex A - 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. **[TO BE ADDED AT CONTRACT AWARD]**

#### **6.7. Security Requirements**

**THE FOLLOWING SECURITY REQUIREMENTS MUST BE MET BY THE DEPLOYMENT OF THE OPERATIONAL SOLUTION DATE.**

The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).

The Contractor personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.

The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC. The Contractor/Bidder must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Attachment D.

b) *Contract Security Manual* (Latest Edition)

## 6.8. Cloud Security Requirements

Refer to Attachment D1 Cloud Security Requirements

## 6.9. 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

## 6.10. 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.

## 6.11. Authorities

### 6.11.1. 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.

### 6.11.2. 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.

### 6.11.3. 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.

### 6.11.4. 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.

## 6.12. Basis of Payment

### 6.12.1. 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 Annex B - Basis of Payment, of **[TO BE ADDED AT CONTRACT AWARD]** Customs duties are included, and Applicable Taxes are extra.

### 6.12.2. 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 Annex B - Basis of Payment, to a limitation of expenditure of \$ **[TO BE ADDED AT CONTRACT AWARD]**. Customs duties are included, and Applicable Taxes are extra.

### 6.12.3. Basis of Payment Option 4 - Solution Refinements

#### **[TO BE CONFIRMED AT CONTRACT AWARD]**

**[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.

### 6.13. 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 =  $1000 * (1 + (136 - 134) / 134) = \$ 1,014.93$

### 6.14. Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed **[TO BE ADDED AT CONTRACT AWARD]**. 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.

### 6.15. Method of Payment

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

#### 6.15.1. Single Payment

Canada will pay the Contractor upon completion and delivery of the Work, in accordance with Annex B - 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.

#### 6.15.2. Monthly Payment

Canada will pay the Contractor monthly for Work performed during the month covered by the invoice, in accordance with Annex B - 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.

#### 6.15.3. Progress Payments – General

Canada will make progress payments in accordance with Annex B - Basis of Payment, no more than once a month, for cost incurred in the performance of the Work, up to **[TO BE ADDED AT CONTRACT AWARD]** 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 **[TO BE ADDED AT CONTRACT AWARD]** 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.

#### **6.16. 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 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 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.

#### **6.17. 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.

#### **6.18. 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.)**

#### **6.19. Foreign Nationals**

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

#### **6.20. 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.

#### **6.21. Limitation of Liability - Information Management/Information Technology**

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
2. 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 entitled "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 its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
  - 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 (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 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 re-procuring 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 (ii) of the greater of \_\_\_\_\_ times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block 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 \$\_\_\_\_\_. **(NOTE TO BIDDERS: THIS INFORMATION WILL BE COMPLETED AT CONTRACT AWARD.)**

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$\_\_\_\_\_, **(NOTE TO BIDDERS: THIS INFORMATION WILL BE COMPLETED AT CONTRACT AWARD.)**, 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.

3. Third Party Claims:

- a. 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.
- b. 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.
- c. The Parties are only liable to one another for damages to third parties to the extent described in this sub-Article (c).

**6.22. 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.

**6.23. Priority of Documents**

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. Annex A - Statement of Challenge;
- x. Annex B - Basis of Payment;
- xi. Attachment C - Security Requirements Check List;
- xii. Annex [C1] - Site-Specific Security Requirements;
- xiii. SACC A9117C (2007-11-30), T1204 - Direct Request by Customer Department;
- xiv. SACC C2000C (2007-11-30), Taxes - Foreign-based Contractor;
- xv. Additional Terms and Conditions - Approved by Canada
- xvi. the Contractor's proposal dated **[TO BE ADDED AT CONTRACT AWARD]**, as amended **[TO BE ADDED AT CONTRACT AWARD]**, 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.)**

## ANNEX A – STATEMENT OF CHALLENGE

### Notes to Bidders

This evolving Statement of Challenge (SoC) describes the minimum obligations to be satisfied by the Contractor during the Contract.

As part of the Technical Offer, the Bidder will complete this SoC by:

•describing additional activities and functionalities offered during the demonstrations;

•detailing deliverables; and

•proposing other components to be provided and delivered in order to satisfy the mandatory minimum viable requirements and resolve the problem.

The final Statement of Challenge and Bidder's Technical Proposal will be integrated to form the Statement of Challenge under the resulting Standing Offer and Contract.

JUS and Canada are used throughout this document as general terms referring to the Government of Canada.

The abbreviation of "Proof of Concept" (PoC) where it appears in Attachment A-Statement of Challenge, is different from and should not be confused with the abbreviation of "Point of Contact"(PoC) used in the Challenge-Based Solicitation.

### 1. Problem Statement

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

### 2. Challenge(s) specific to Solution

Section 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.

### 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

**4. Work Segment 1 – Proof of Concept**

This section outlines the Contractor's obligation under the Solution Proof of Concept (Work Segment 1) and explains the mechanism used by Canada to determine which Solution is to be deployed under the Work Segments 2 - Deployment and Operation.

**4.1. Location of Work and Duration**

The Work for the Proof of Concept (PoC) will be conducted remotely. Acceptance testing of the PoC will be performed remotely by nationally distributed Users.

The duration of the PoC will not exceed 2 months.

**4.2. Performance Assessment**

The Contractor must demonstrate its Solution(s) satisfies section 6 - Minimum Viable Requirements (MVR's).

Only a Solution that has satisfied all MVRs will be considered for Contract Award.

If no Solution can demonstrate that it satisfies all MVRs, Canada may choose to remove MVRs and apply the change to all Bidders.

**4.3. Stages of Work Segment 1 – Solution Proof of Concept and Contractor's Roles and Responsibilities**

The PoC is to be delivered in the 5 stages described below. Details of the PoC Deliverables are defined in section 4.5.

**Stage 1–Kick Off Meeting**

The Contractor must:

- Participate in the virtual Kickoff meeting organized by Canada.
- Ask questions to ensure they have a clear understanding of deliverables.
- Discuss with Canada the Work as defined in this SoC and identify issues that need to be addressed.

**Stage 2–Planning the Testing**

The Contractor must:

- Produce and provide the test plan and the user guide that will be needed by the test Users, as defined below in section 4.5
- Provide test scenarios and prerequisites
- Identify the functions of the Solution that will meet the PoC scenarios

**Stage 3-Installing/Preparing for the testing and assigning the licences**

The Contractor must:

- Configure and set-up the Solution to be ready to deliver the PoC
- Provide licences for installation and use as requested by Canada
- Provide Canada with control of encryption keys
- Provide user guides and any additional training material as provided for in section deliverable below
- Deliver an orientation session to test Users at a date and time requested by Canada

**Stage 4–Testing and Documenting Results and Reporting**

The Contractor must be available to provide the following support services

- Experts available by email or phone from 9am to 5pm EST to answer questions that will provide guidance and assistance for troubleshooting issues/problems to the testing team throughout the testing stage.
- Assist and resolve any gaps in the testing scenarios throughout the testing stage to satisfy scenario requirements.
- If Canada identifies MVRs that are not satisfied in the Testing Results Report, the Contractor must review the report and provide a Remediation Resolution Plan in response to Canada's Testing Results Report within 10 calendar days from the date of receipt of the Testing Results Report to address and resolve deficiencies in meeting the MVRs and for retesting.

#### 4.4. Canada's Roles and Responsibilities

In addition to the activities identified above, Canada will be responsible for the following:

##### Stage 1: Kickoff Meeting

- Organize the virtual Kickoff meeting
- Provide the test template
- Define the list of licenses that must be provided

##### Stage 2: Planning the Testing

- Define the types, volumes and sizes of files for use during the PoC
- Define indicators of success for the Contractor provided scenarios
- Confirm Contractor provided test scenarios and provide any additional or modified scenarios required to validate the Use Cases.

##### Stage 3: Installing/Preparing for the testing and assigning the licences

- Provide the Contractor with the required number of licenses needed by Canada to conduct the PoC
- Assign the licenses to the PoC test Users
- As required for the Solution implementation, Canada will configure the encryption keys
- Distribute the user guides and training materials to the test Users
- Identify availability of and help coordinate the participants for the orientation session
- Mobilize the resources ready for testing
- Coordinate with the Contractor to validate the beginning of the testing

##### Stage 4: Testing, Documenting Results and Reporting

- Perform the testing
- Mobilize test Users(up to 10 at any given time) to execute testing using the User guide provided by the Contractor
- Document the results of the testing in a Testing Results Report and provide a copy to the Contractor for review
- Retest the MVRs as per the Contractor's Remediation Resolution Plan

#### 4.5. Deliverables and Delivery Dates

The Contractor must produce the following deliverables.

Deliverable #	Description	Due Date
1	Test Plan	10 calendar days after contract award
2	User Guide	5 calendar days after contract award
3	Test Scenarios and Prerequisites	10 calendar days after contract award
4	Orientation Session	15 calendar days after contract award
5	Licensing or access required for encryption keys and testing	15 calendar days after contract award
6	Remediation Resolution Plan in response to Canada's Testing Results Report	10 calendar days after receipt of Testing Results Report
7	Accessibility Roadmap[	25 calendar days after contract award

The Contractor must produce the following deliverables:

##### 1- Test Plan:

The Contractor must deliver a Test Plan that includes at least the following components:

- Use cases that will permit the PoC test Users (mobilized by Canada) to evaluate the requested functionality of the Solution.
- For each Use Case, a listing of functions that enable the functionality being tested, specifically identifying the steps a User would take to perform each Use Case.

## 2- User Guide

The Contractor must deliver a User Guide that includes at least the following components:

- Step-by-step instructions for the access and use of the Solution
- Instructions for licensed, administration and guest Users
- Troubleshooting

The Contractor may deliver any additional training material for test Users that they consider to be relevant. Should the Contractor wish to add training material, it must do so 10 calendar days after contract award.

## 3 - Test scenarios and prerequisites

The Contractor must deliver test scenarios and prerequisites in the Contractor's preferred format to successfully test and validate compliance of the Solution with the MVRs.

## 4- Orientation session:

The Contractor must deliver a virtual orientation session, during which it must present the following:

- Overview of the Solution
- Live demonstration
- Answer test Users' questions

## 5 - Licensing or access required for encryption keys and testing

The Contractor must deliver 10 licenses and access to the encryption key(s) to Canada in the Contractor's preferred format.

## 6 - Remediation Resolution Plan in response to Canada's Testing Results Report

The Contractor must deliver a Remediation Resolution Plan that provides a detailed response to how the Contractor will address the MVRs not met and identified in Canada's Testing Results Report.

## 7 - Accessibility Roadmap

The Contractor must deliver an accessibility roadmap that includes, at least, the following components:

- Activities required to improve the Solution and comply with all accessibility requirements identified in Annex 3
- Proposed schedule and milestones with their associated costs

Canada will provide a template for the Accessibility Roadmap.

### 4.6. Decision Making Framework for Choosing Solutions to be Deployed in Work Segment 2

If Canada chooses to issue a contract to proceed to Work Segment 2, Canada will use the following decision-making framework for selecting which Bidders Solution(s) will be implemented for Work Segment 2. Canada will be seeking to test the minimum viable requirements and each of the Bidders committed to provide as part of the Solution. Only a Solution that Satisfies the MVR's will be considered for moving to deployment. The choice of the Solution to be implemented will be made on the basis of best fit and may be considered against other options for deployment (i.e., options other than the proof of concepts developed under this Contract). If Canada chooses to issue a Contract, Canada will select the Contractor that has delivered a Solution proof of concept that, in Canada's opinion, demonstrates the most benefits for the Government of Canada.

## 5. Work Segment 2 – Deployment and Operation

This section outlines the Contractor's obligation under Solution Deployment (Work Segment 2)

### 5.1. Location of Work and Duration

The Work for the Deployment and Operation will be conducted remotely.

The configuration and deployment of the Solution contracted must be completed within 30 calendar days of Contract award.

### 5.2. Performance Assessment

The Contractor must provide a fully operational Solution that satisfies the Minimum Viable Requirements indicated in Annex 1, include any additional functionality proposed by the Contractor in its technical bid, and integrated in this Contract by exercising the option 3 – Solution improvements if applicable.

### 5.3. Stages of Work Segment 2 – Contractor's Roles and Responsibilities

## Deployment

The Deployment is to be delivered in the 5 stages described below. Details of PoC Deliverables are defined in section 5.5.

### **Stage 1 - Departmental configurations**

The Contractor must:

- configure the Solution to meet security and interface configurations provided by Canada, including two-factor authentication and encryption key hosting
- provide the cloud environment to host the Solution for approval by Canada

### **Stage 2 – Initial test of configuration**

The Contractor must:

- Provide a system configuration procedure for Canada to implement the security and interface configuration
- Review the feedback report via email from Canada and provide a Plan to remediate deficiencies, if applicable
- Remediate the deficiencies reported by Canada from the execution of the system and interface configuration procedure, if applicable

### **Stage 3 – Receive and Distribute Licences**

The Contractor must:

- deliver the required number of licenses to the admin User identified by Canada

### **Stage 4 –Training to Users**

The Contractor must:

- Deliver the training materials for review, feedback, and approval by Canada, which includes, at a minimum:
  - a demonstration of the Solution and recorded video of the demonstration
  - a Quick Start Guide
  - an Administrator Guide
  - a User Guide
  - any additional training materials, as identified by the Contractor

### **Stage 5 - Establishing the Help Desk**

The Contractor must provide technical support and troubleshooting of issues via email, online chat, or by phone through its helpdesk services during regular business hours, 8AM to 5PM EST, from Monday to Friday.

## Operation

The Contractor must continue to provide the Solution for the duration of the Contract and provide the provide technical support and troubleshooting of issues via email, online chat, or by phone through its helpdesk services during regular business hours, 8AM to 5PM EST, from Monday to Friday.

## 5.4. Canada's Roles and Responsibilities

### Deployment

In addition to the activities identified above, Canada will be responsible for the following:

#### **Stage 1: Departmental Configurations**

- Provide required security and interface configurations to the Contractor
- Approve the cloud environment where the Solution is hosted by the Contractor
- Provider must host its Solution on one of the 8 approved Cloud environments (outstanding)

#### **Stage 2: Initial testing of configuration**

- Execute the security and interface configuration procedure for the security and interface configuration provided by the Contractor
- Report via email on any deficiencies for remediation by the Contractor.
- After reviewing the Remediation report, identify to the Contractor any problematic issues.

#### **Stage 3: Receive and Distribute Licenses**

- Specify the number of required licenses

- Specify the User admin who will receive and allocate the licences purchased

**Stage 4: Training to Users**

- Coordinate participants for the Solution Demonstration
- Review, provide feedback, and approve the training materials
- Distribute the training materials

**Stage 5: Establishing the Help Desk**

Ensure the dissemination of Help Desk contact information, procedures and hours of operation to Users.

Operation

Canada will receive and allocate the licences, up to the maximum licences purchased.

Canada will report to the Contractor’s representative any issues identified during the Contract period to the Contractor.

**5.5. Deliverables and Delivery Dates**

The Contractor must produce the following deliverables.

Deliverable #	Description	Due Date
1	Licenses	5 calendar days after contract award
2	Solution Demonstration	10 calendar days after contract award
3	Training Materials	15 calendar days after contract award
4	Help desk contact information, procedures, and hours of operation	10 calendar days after contract award
5	Security and interface configuration	15 calendar days after contract award
6	Plan to address any deficiencies identified by Canada in the security and interface configuration	20 calendar days after contract award

**1- Licenses**

The Contractor must deliver the licenses purchased and provide authorization and access to use the Solution to an identified User admin who will receive and allocate the licenses to designated users.

**2- Solution Demonstration**

The Contractor must deliver a remote demonstration, in English, of its Solution to the User Admin and Users as identified by Canada. The Solution Demonstration must include at least the following components:

- Overview of the Solution
- Account creation and access
- End-to-end process to transfer and receive files between Users and with unlicensed recipients
- File removal and disposition settings
- Reporting and report customization
- Notification settings
- Administration settings and configurations
- Administrative logs and reporting functions
- Time for questions and answers

The Solution Demonstration must be provided in real-time to Canada and a recorded copy of the demonstration must be provided to Canada within 5 calendar days after the demonstration.

**3 - Training Materials**

The Contractor must deliver training materials for review, feedback, and approval by Canada, that include at least the following components:

- Quick Start Guide
  - For administrators
  - For users
- Administrator guide
  - Step-by-step instructions with screenshots for the administrator functions
  - Troubleshooting
- User guide
  - Step-by-step instructions with screenshots for the access and use of the Solution by all Users

- Troubleshooting

At the discretion of the Contractor, additional training materials that they consider to be relevant. Should the Contractor wish to add training material, it must do so within 10 calendar days after contract award. The training materials delivered must satisfy the official languages requirements and the accessibility requirements (Sections 8 and 9, respectively) at time of delivery, unless the Accessibility Roadmap identifies a different delivery date acceptable to Canada for satisfaction of the accessibility requirement.

**4 - Help Desk contact information, procedures and hours of operation**

The Contractor must deliver help desk contact information, procedures and hours of operation in the Contractor’s preferred format. The Help Desk deliverables must satisfy the official languages requirements and the accessibility requirements (Sections 8 and 9, respectively) at time of delivery, unless the Accessibility Roadmap identifies a different delivery date acceptable to Canada for satisfaction of the accessibility requirement.

**5 – Security and Interface Configuration**

The Contractor must provide a complete security and interface configuration procedure to be executed by Canada. This procedure must include any steps that Canada must take to configure the encryption keys and secure the Solution.

**6 – Plan to address any deficiencies identified by Canada in security and interface configuration checklist**

The Contractor must provide a plan on how it will address any deficiencies identified by Canada after executing the security and interface configurations checklist.

**6. 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:

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

<b>MVR</b>	<p><b>Evaluation Criteria for the Demonstration</b></p> <p><b>Evaluation Grid for MVRs</b></p> <p>Fail = criteria not demonstrated</p> <p>Pass = criteria demonstrated</p>
1	<p><b>Web-based: The solution must be web-based.</b> 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><b>Official Languages: The solution must be bi-lingual.</b></p> <p>The Bidder must demonstrate how the solution supports users in both official languages (French/English).</p>



3	<p><b>Accessibility: The solution must offer accessibility options, including the capacity to have a multi-linguistic keyboard to accommodate all language characters</b></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><b>Infrastructure Linkage: The solution must not link to Government of Canada infrastructure.</b></p> <p>The Bidder must demonstrate that the solution is viable without any linkages to GoC infrastructure (IT architecture and systems).</p>
5	<p><b>Independent Hosting: The solution must be hosted on an external server located in Canada.</b></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><b>Authentication: The solution must include an authentication process.</b></p> <p>The bidder must demonstrate how the solution authenticates users.</p>
7	<p><b>Multiple Roles: The solution must support multiple user roles for individual users.</b></p> <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)</p>
8	<p><b>Intelligent Matching: The solution must facilitate the matching of users.</b></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><b>Registration of existing relationships, and the capacity to manually override automatic matching when necessary.</b></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><b>System Notifications: The solution must generate notifications to users.</b></p> <p>The Bidder must demonstrate how the solution will generate notifications to users.</p>
11	<p><b>Data Administration: The solution dataset must be available and editable.</b></p> <p>The Bidder must demonstrate how the solution will provide access to the underlying dataset for editing and reporting purposes.</p>

## 7. Personas

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

**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

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

**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.

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

**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)

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

## 8. 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].

## 9. 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.

**ANNEX B – BASIS OF PAYMENT**

<b>PRICING TABLE 1 (PT1)</b>	
<b>PROOF OF CONCEPT (PoC) FOR MENTORING PROGRAM APPLICATION</b>	
<p>For the Work described in the section entitled Work Segment 1 - Proof of Concept of the Statement of Challenge, Attachment A, and in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid the Firm All-Inclusive Lot Price, in Canadian funds, customs duty included, Goods and Services Tax, or Harmonized Sales Tax is extra, if applicable. The all-inclusive firm lot price includes the delivery of a Proof of Concept Solution. This delivery includes the usage rights, grants and access, training of users, the software documentation, warranty (if applicable), and maintenance and support, waivers, non-disclosure agreements and other releases to Canada for the purposes of conducting the Proof of Concept assessment. The price includes up to 10 User Licenses, as applicable, to use the Proof of Concept for assessment purposes during Work Segment 1 - Proof of Concept.</p>	
<b>Description</b>	<b>Firm All-Inclusive Lot Price</b>
All deliverables associated with <b>Work Segment 1 - Proof of Concept</b> , in accordance with section entitled Work Segment 1 - Proof of Concept of the Statement of Challenge, Attachment A.	

<b>PRICING TABLE 2 (PT2)</b>			
<b>WORK SEGMENT 2 - DEPLOYMENT OF SOLUTION &amp; INITIAL CONTRACT PERIOD (USER LICENSE)</b>			
<p>For the Work described in the section entitled Work Segment 2 – Deployment of the Operational Solution, of the Statement of Challenge, Attachment A, and in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a Firm All-Inclusive Price Per User (if applicable), in Canadian funds, customs duty included, Goods and Services Tax, or Harmonized Sales Tax is extra, if applicable. The all-inclusive firm price per user includes; whenever applicable to the proposed Solution delivery model, all User Licenses, delivery, installation, integration and configuration of the Solution, incidental and additionally required information technology infrastructure services, software documentation, warranty, maintenance and support, training during Solution implementation period, waivers, non-disclosure agreements, and other releases to Canada, to access and use the Solution in accordance with the Contract.</p> <p><b>Note:</b> For the Deployment of the Solution and Initial Contract Period, Table 2 will be used to determine the per user pricing. Ranges of Total Number of Users have been provided to capture pricing models that may offer varying prices depending on the User base size. For example, if a Deployment of 1500 Users is required, the Price per User of Table 2, item 3 (1001-2000 Users) shall be used to determine the Price per User for all 1500 Users.</p>			
<b>#</b>	<b>Firm All-Inclusive Price Per User for the delivery of the <u>Full SFT Solution</u></b>	<b>Price per User</b>	<b>Estimated Total Number of Users - Initial Contract Period (1 Year)</b>
		<b>(A)</b>	<b>(B)</b>
1	Delivery of the Full Mentoring Program Application Solution - 1 Year	\$0.00	1-500
2	Delivery of the Full Mentoring Program Application Solution - 1 Year	\$0.00	501-1000
3	Delivery of the Full Mentoring Program Application Solution - 1 Year	\$0.00	1001-2000
4	Delivery of the Full Mentoring Program Application Solution - 1 Year	\$0.00	2001-5000



**PRICING TABLE 3 (PT3)**

**MENTORING PROGRAM APPLICATION - ANNUAL SUBSCRIPTION USER LICENSES – BEYOND INITIAL YEAR**

For the Contractor to deliver the Mentoring Program Application - Annual Subscription User Licenses, and in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a Firm All-Inclusive Price Per User (if applicable), in Canadian funds, customs duty included, Goods and Services Tax, or Harmonized Sales Tax is extra, if applicable.

**Note:** For any period beyond the Initial Contract Period, table 3A will be used to determine the per user pricing. Ranges of Total Number of Users have been provided to capture pricing models that may offer varying prices depending on the User base size. For example, if after a Deployment and Initial period of 1500 users, an increased total amount of 3,000 users is required for another period, the Price per User of Table 3A, item 4 (2001-5000 Users) shall be used.

#	Firm All-Inclusive Price Per User for the delivery of Annual Subscription User Licenses	Price per User	Estimated Total Number of Users - Beyond Initial Year
		(A)	(B)
1	Annual Subscription Licenses as per Annex A - Statement of Challenge	\$0.00	1-500
2	Annual Subscription Licenses as per Annex A - Statement of Challenge	\$0.00	501-1000
3	Annual Subscription Licenses as per Annex A - Statement of Challenge	\$0.00	1001-2000
4	Annual Subscription Licenses as per Annex A - Statement of Challenge	\$0.00	2001-5000

PRICING TABLE 4 (PT4)			
GRANT OF ADDITIONAL USER LICENSES			
<p>For the Contractor to deliver Additional User Licenses, and in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a Firm All-Inclusive Pro-Rated Price Per User (if applicable), in Canadian funds, customs duty included, Goods and Services Tax, or Harmonized Sales Tax is extra if applicable.</p> <p><b>Note:</b> For both the Deployment and Initial Contract Period, as well as during any periods beyond the Initial Contract Period, if additional users are required, the table 4 will be used to determine the per user pricing of those additional Users. Ranges of Total Number of Users have been provided to capture pricing models that may offer varying prices depending on the user base size. For example, if 1900 User Licenses are purchased for the Deployment and Contract Period, and 500 additional User Licenses are required mid-year (2400 total), the Price per user of Table 4, item 4 (2001-5000 Users) shall be used to determine the Price per Additional User.</p>			
#	Firm All-Inclusive Pro-Rated Price Per User for the delivery of Additional User Licenses	Price per User (Pro-Rated if procured mid-period) (A)	Estimated Total Number of User Licenses (B)
1	Annual Subscription Licenses as per Annex A - Statement of Challenge	\$0.00	1-500
2	Annual Subscription Licenses as per Annex A - Statement of Challenge	\$0.00	501-1000
3	Annual Subscription Licenses as per Annex A - Statement of Challenge	\$0.00	1001-2000
4	Annual Subscription Licenses as per Annex A - Statement of Challenge	\$0.00	2001-5000

PRICING TABLE 5 (PT5)	
OPTIONAL VIRTUAL TRAINING SERVICES	
<p>For training services requested by Canada, in accordance with a validly issued Call-up Instrument and the Contractor satisfactorily completing its obligations under the Contract, Canada will pay the Contractor the firm price (travel and living expenses excluded), as set out in the Call-up Instrument, based on the Firm All-Inclusive Price Per Trainee in Canadian funds, Goods and Services Tax, or Harmonized Sales Tax is extra.</p> <p><b>Note 1:</b> Firm All-Inclusive Price in CAD (applicable taxes extra) per User for <b>Virtual Training Services</b> to be provided on an as-and-when requested basis, in accordance with the terms and conditions of any Virtual Training Service Call-up(s), and including the section entitled Virtual Training Services, of the Statement of Challenge, Attachment A.</p> <p><b>Note 2:</b> For evaluation purposes: during the initial contract period (1 year) and one annual subscription period, 100 represents the estimated number of trainees for Self-Led Training for Users, and Trainer-Led Training for Users, and 10 represents the estimated number of trainees for Self-Led Training for Administrators, and Trainer-Led Training for Administrators.</p>	
Training Category Description	Firm All-Inclusive Price per Trainee
Self-Led Training for Users (100)	\$0.00
Trainer-Led Training for Users (100)	\$0.00
Self-Led Training for Administrator (10)	\$0.00
Trainer-Led Training for Administrator (10)	\$0.00

**ATTACHMENT B1 – FINANCIAL PROPOSAL FORM**  
REFER TO SEPARATE ATTACHMENT

ANNEX C – SECURITY REQUIREMENTS CHECKLIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>Department of Justice Canada</b>	2. Branch or Directorate / Direction générale ou Direction <b>Learning and Professional Development (HR Branch)</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The Department of Justice requires specialized services to design, deliver, maintain and support a new National Mentoring Program (NMP). The new application will replace the existing NMP application and will need to retain the automatic matching functionality which matches mentors with associates (employees who are seeking mentors) and suggests potential pairings based on the profiles created by mentors and associates.		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Greg Scott		Senior Learning Advisor	<i>Greg Scott</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
343-540-7844		greg.scott@justice.gc.ca	November 5, 2020
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Antoinette Rassi		Director general CSB	Rassi, Antoinette
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

Lecompte, Eric Digitally signed by Eric Lecompte, Inc. Date: 2020.11.12 12:52:40-0500

Security Classification / Classification de sécurité
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## ANNEX D – CLOUD SECURITY REQUIREMENTS

### Cloud Security Requirements

(Note to Bidders: in addition to the security requirements outlined in the section entitled *Security Requirements*, a finalized Attachment D1 – Cloud Security Recommendations will be set out in the Contract.

**THE FOLLOWING SECURITY REQUIREMENTS MUST BE MET BY THE DEPLOYMENT OF THE OPERATIONAL SOLUTION DATE.**

### Cloud Tiering Assurance Model

The Government of Canada (GC) Cloud Tiering Assurance Model (below) drives “cloud” security requirements, as well as the Canadian Centre for Cyber Security – Supply Chain Integrity, and the Public Service and Procurement Canada – Contract Security Program, activities.

For the purpose of this Solicitation, **Tier 1 - Protected A, Low Integrity and Low Availability** of the Cloud Tiering Assurance Model applies

### GC Cloud Tiered Assurance Model

Requirements	Tier 0	Tier 1	Tier 2	Tier 3
<b>GC Impact</b>	Very Low	Low	Moderate	High
<b>Categorization</b>	Unclassified	Up to and including Protected A, Low Integrity, Low Availability	Up to and including Protected B, Medium Integrity, Medium Availability	Above Protected B
<b>Data Residency</b>	Anywhere	Anywhere	In Canada	In Canada
<b>Location</b>	Off-premise	Off-premise	Off-premise	On premise
<b>Deployment Model</b>	Public	Private, Public, Community, Hybrid	Private, Public, Community, Hybrid	Private, Community
<b>Service Model</b>	SaaS	IaaS, PaaS, SaaS	IaaS, PaaS, SaaS	Not applicable
<b>Compliance</b> <i>Application Platform Resource Abstraction Layer, Hardware, Facilities</i>	Self-assessment to CSA Cloud Controls Matrix  OR  ISO 27001 OR SOC 2 Type II  OR  Departmental Assessment	Inherited from GC-approved Cloud Service Provider  <b>OR</b>  ISO 27001 OR SOC 2 Type II  AND  Self-assessment to CSA Cloud Controls Matrix	Inherited from GC-approved Cloud Service Provider  <b>OR</b>  ISO 27001  AND  ISO 27017  AND  SOC 2 Type II for the trust principles of security, availability, processing integrity, and confidentiality	Not applicable
<b>Privacy</b>	Not applicable	Privacy Controls Attestation (TBD)	ISO 27018	Not applicable



## Certifications:

The Offeror must demonstrate that the Solution complies with the requirements set forth in the following certifications and audit reports by providing independent third party assessment reports or certifications that addresses each service layer (e.g., IaaS, PaaS, SaaS) within the Cloud Service offering, including:

- a) ISO/IEC 27001:2013 Information technology -- Security techniques -- Information security management systems – Certification achieved by an accredited certification body; AND
- b) ISO/IEC 27017:2015 Information technology -- Security techniques -- Code of practice for information security controls based on ISO/IEC 27002 for Cloud Services achieved by an accredited certification body; AND
- c) AICPA Service Organization Control (SOC) 2 Type II Audit Report 2 Type II for the trust principles of security, availability, processing integrity, and confidentiality - issued by an independent Certified Public Accountant.

## Cloud Service Provider (CSP) IT Security Assessment Program

a) The Bidder must demonstrate compliance with the security requirements selected in the Canadian Centre for Cyber Security (CCCS) Annex B Cloud Control Profile – Low of the Guidance on Security Categorization of Cloud-Based Services (ITSP.50.103)

(<https://www.cyber.gc.ca/en/guidance/guidance-security-categorization-cloud-based-services-itsp50103>) for the scope of the Cloud Services provided by the Bidder.

b) Compliance will be assessed and validated through the Canadian Centre for Cyber Security (CCCS) Cloud Service Provider (CSP) Information Technology (IT) Security Assessment Process (ITSM.50.100) (<https://www.cyber.gc.ca/en/guidance/cloud-service-provider-information-technology-security-assessment-process-itm50100>)

c) The Bidder must demonstrate that they participated in the process by successfully on-boarded, participated in, and completed the program. This includes providing the following documentation:

- (i) A copy of the confirmation letter that confirms that they have on-boarded into the program;
- (ii) A copy of the most recent completed assessment report provided by CCCS; and
- (iii) A copy of the most recent summary report provided by CCCS.

(Note to Bidders: For additional information on the GC security policy requirements in the context of cloud computing, please refer to the Treasury Board of Canada Secretariat – [Direction on the Secure Use of Commercial Cloud Services: Security Policy Implementation Notice \(SPIN\) - Canada.ca](#)) and the [Government of Canada Security Control Profile for Cloud-based GC Services - Canada.ca](#).

**ATTACHMENT D1 – CLOUD SECURITY RECCOMENDATIONS**  
REFER TO SEPARATE ATTACHMENT