

<b>Solicitation No. – N° de l'invitation</b> 45045-210123/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 173XL
<b>Client Ref. No. – N° de réf. De client</b> 45045-210123	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**This page is replaced by the ABE cover sheet issued by PWGSC.**

**BID SOLICITATION**  
**AUTOMATED AND MANUAL DATA CAPTURE SOLUTION**  
**FOR**  
**STATISTICS CANADA**

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Appendix A Annex A

Annex B BASIS OF PAYMENT

Annex C SECURITY REQUIREMENTS CHECK LIST

Annex D DEFINITIONS AND INTERPRETATIONS

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Annex F TASK AUTHORIZATION FORM

Annex G BID EVALUATION CRITERIA

Annex I BIDDER FORMS

Form 1 – Bid Submission Form

Form 2 – Substantiation of Technical Compliance Form

Form 3 – OEM Certification Form

Form 4 – Software Publisher Certification Form

Form 5 – Software Publisher Authorization Form

Form 6 – Declaration Form

Form 7 – List of Names Form

Form 8 – Federal Contractors Program for Employment Equity – Certification (if applicable)

# BID SOLICITATION

## AUTOMATED AND MANUAL DATA CAPTURE SOLUTION

### FOR

## STATISTICS CANADA

### PART 1- GENERAL INFORMATION

#### 1.1 Introduction

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

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

#### 1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of Statistics Canada (the "Client") for perpetual and subscription licenses for an Automated and Manual Data Capture Solution (AMDACS) (the "Solution"), that will be managed and hosted by Statistics Canada on an internal Protected B cloud environment. The Solution must include the following functionalities, but not limited to: Optical Character Recognition (OCR), Optical Mark Recognition (OMR), Intelligent Character Recognition (ICR), workflow for manual data capture and quality control. These functionalities should allow extensions and integration capabilities with Machine Learning (ML) or external connections (such as APIs) to automate data capture for structured and unstructured data.

Statistics Canada has a requirement for a commercially off-the-shelf (COTS) Automated and Manual Data Capture Solution (AMDACS) for its survey and Census collection activities. Canada will only consider bidders proposing a Statistics Canada On Premise hosted perpetual licensing software that has available options to procure additional subscription licenses. Canada is seeking

a AMDCS Solution that must be able to provide the following functionalities: Optical Character Recognition (OCR), Optical Mark Recognition (OMR), Intelligent Character Recognition (ICR), and workflows for manual data capture and quality control.

- (b) The bid solicitation is intended to result in the award of one (1) contract for an initial period of one (1) year, plus up to nine (9) one-year irrevocable option(s) allowing Canada to extend the term of the contract and acquire additional licensed software. All parts of the Solution must be available to the Client Users 24 hours a day, 7 days a week, 365 days a year, in English and French, and operate at all times in accordance with the Statement of Requirements in the Client's operational environment described in the bid solicitation. The term "**Client User**" refers to the employees of the Government of Canada, the Minister's office and staff, and other individuals authorized by the Client to perform services in relation to the business and affairs of the Client, including public servants from other departments and contractors or consultants performing work for the Client from time to time. Although Canada may make the Automated and Manual Data Capture Solution available to any or all of the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.
- (c) Statistics Canada is the Initial Client that will use the Solution. However, this bid solicitation will also allow Canada to make the Solution available to any department or Crown corporation (as those terms are defined in the Financial Administration Act) or any other party for which the Department of Public Works and Government Services is authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "**Client**"). When the Solution is made available to Clients other than the Initial Client, any required professional services or training will be purchased under a separate contract.
- (d) While Canada intends to issue a Contract of a specific duration, Canada reserves the right to continue to Contract for and leverage this Solution for as long as it makes business sense for Canada to do so. Canada also expects that this type of Solution will evolve with time and technology, including incorporation of functionality or technology that isn't currently part of the requirement. Canada reserves the right to consider these evolutionary functionality or technology to be part of the ongoing scope of the work being done under the Contract, subject to Canada's internal approval processes.
- (e) Canada reserves the right to, at a subsequent date and at its sole discretion, to designate the Solution as a Government of Canada Enterprise-wide standard if and when determined by the GC-Enterprise Architecture Review Board (GCEARB).
- (f) The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and Form 6 of Annex H – Bidder Forms, titled [Federal Contractors Program for Employment Equity – Certification](#).

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

- (g) This bid solicitation contains a security requirement in relation to the supply chain of each of the Bidders including a separate closing date to provide this information to Canada; see Part 3 – Bid Preparation Instructions for additional information on the assessment of bidders' Supply Chain Security Information (SCSI).

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### 1.3 Debriefings

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The SACC Manual 2003 (2022-09-01) CanadaBuys Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003ACB and this document, this document prevails.
- (d) Subsection 5(6) of 2003 (2022-09-01), CanadaBuys Standard Instructions – Goods or Services – Competitive Requirements is amended as follows:
  - (i) Delete: 60 days
    - (i) Insert: 365 days

2.1.1 Section 5, entitled Submission of bids, is amended as follows:

- (i) subsection 1 is deleted entirely and replaced with the following: “Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture.”
- (ii) subsection 2.d is deleted entirely and replaced with the following: “send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;”
- (iii) subsection 2.e is deleted entirely and replaced with the following: “ensure that the Bidder’s name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,”
- (e) Section 6, entitled Late bids, is deleted entirely and replaced with the following:

“PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation’s epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation’s epost

Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted.”

- 2.1.3 Section 07, entitled Delayed bids, is amended as follows: Subsection 1 is amended to add the following piece of evidence: “d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity.”
- 2.1.4 Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

## 2.1.5 “Transmission by facsimile or by epost Connect”

### 1. Facsimile

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

### 2. ePost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service provided by Canada Post Corporation \(https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a\)](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit a bid using epost Connect service, the Bidder must either:
  - (i) send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - (ii) send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- (i) receipt of a garbled or incomplete bid;
- (ii) availability or condition of the epost Connect service;
- (iii) incompatibility between the sending and receiving equipment;
- (iv) delay in transmission or receipt of the bid;
- (v) failure of the Bidder to properly identify the bid;
- (vi) illegibility of the bid;
- (vii) security of bid data; or
- (viii) inability to create an electronic conversation through the epost Connect service.

- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.”

## 2.2 Submission of Bids

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

## 2.3 Former Public Servant

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

### (b) Definitions

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

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

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

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

(c) Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice](#): 2021-6 and the [Guidelines on the Proactive Disclosure of Contracts](#).

(d) **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

## 2.4 Enquires - Bid Solicitation

- (e) All enquiries must be submitted in writing to the Contracting Authority no later than **10** calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (f) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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

## 2.6 Improvement of Requirement During Solicitation Period

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

## 2.7 Volumetric Data

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

## 2.8 Bid Challenge and Recourse Mechanisms

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- a. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority.
- b. 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.

## PART 3 - BID PREPARATION INSTRUCTIONS

Bids are to be prepared in accordance with SACC 2003 CanadaBuys Standard Instructions – Goods or Services – Competitive Requirements and the articles described here in Part-3 - Bid Preparation Instructions.

### 3.1 Bid Preparation Instructions

- (a) Bidder must submit its bid electronically. Canada requests that the Bidder submits its bid in accordance with section 08 of the SACC 2003 Standard Instructions – Goods or Services – Competitive Requirements. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit (BRU) email address <tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca> in order to register for the epost Connect service. Bids will not be accepted if emailed directly to this BRU email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003ACB, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.
- (b) **Copies of Bid:** Canada requests that Bidders provide their bid must be separated as follows:
- Section I: Technical Bid
  - Section II: Financial Bid
  - Section III: Certifications
  - Section IV: Additional Information
  - Section V: Supply Chain Integrity Information
- Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (c) **Submission Format:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) use a numbering system that corresponds to the bid solicitation.
  - (ii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - (iii) include a table of contents.

(d) **Submission of Only One Bid:**

- (ii) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Canada will choose in its discretion which bid to consider.
- (iii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to "e **related**" to a Bidder if:
  - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.).
  - (B) they are "related persons" "r "affiliated persons" according to the *Canada Income Tax Act*.
  - (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - (D) the entities otherwise do not deal with one another at 'rm's length, or each of them does not deal at 'rm's length with the same third party.
  - (E) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

(e) **Joint Venture Experience:**

- (i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third-party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- (ii) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- (iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate

which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

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

That show in total 100 billable days.

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

### 3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach *in* a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. **Simply repeating the statement contained in the bid solicitation is not sufficient.** In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (c) The technical bid consists of the following:
- (i) **Bid Submission Form (attached as Form 1):** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Security:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

<b>SECURITY INFORMATION</b>	
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Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

If the Bidder has not included the security information in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

(iii) **Technical Documentation:** The Bidder is requested to provide technical documentation such as user manuals, screenshots, video demonstrations, design or system management documents (or other information sources) to support the Bidder's response to each requirement (a soft copy of the technical documents required to support the Technical Bid is acceptable). Links to websites are not acceptable and if provided to validate a mandatory requirement, it may render the bid response non-compliant. Any reference material listed by the Bidder to demonstrate compliance on a criteria is requested to be part of the bid (hard copy or soft copy). If it is not included in the bid, it will not be taken into consideration by Canada. Where the reference is not located, Canada may request that the Bidder direct Canada to the appropriate location in the bid documentation.

(iv) **Previous Similar Projects:** Where the bid must include a description of previous similar projects:

- (a) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder);
- (b) a project must have been completed by the bid closing date;
- (c) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and
- (d) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated.

A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the descriptions of the Resource Categories identified in Annex A – Statement of Work. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given resource category.

(v) **Draft Implementation Plan:** The Bidder must include a proposed draft implementation plan, which demonstrates that the Bidder's proposed implementation plan meets all the mandatory requirements for implementation described in Annex G – Bid Evaluation Criteria.

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

- a. The Bidder should provide customer references. The customer reference must each confirm, if requested by PWGSC, the facts identified in the Bidder's bid.
- b. The form of question to be used to request confirmation from customer references is as follows:

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

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

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

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

- c. For each customer reference, the Bidder must, at a minimum, provide the name and e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.
- d. Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

- (vii) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.
- (viii) **Software Release Strategy:** The Bidder must include a proposed Release Strategy, which must demonstrate that the Bidder's Release Strategy meets all the mandatory requirements for handling releases described in the Statement of Work.
- (ix) **Solution System Architecture:** The Bidder must include an overview of the proposed Software Solution's technical architecture.
- (x) **Description of Evolution of Software Solution:** The Bidder is requested to describe when and how the proposed Software Solution was conceived and how it has evolved, with the accomplishments of each release. This is requested for information purposes only and will not be evaluated.

### 3.3 Section II: Financial Bid

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

- (b) **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
- (i) the rate bid must not increase by more than 2.5% from one time period to the next; and
  - (ii) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (e) **Electronic Payment of Invoices – Bid:** If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete Annex H – Bidder Forms, Form 7 – Electronic Payment Instruments, complete Annex H – Bidder Forms, Form 7 – Electronic Payment Instruments, to identify which ones are accepted.
- If Annex H – Bidder Forms, Form 7 – Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoice. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.4 Section III: Certifications

It is a requirement that bidders submit the certifications and additional information required under Part 5 – Certifications and Additional Information.

### 3.5 Section IV: Additional Information

(a) **Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures**

As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) or premises for which safeguarding measures are required for Work Performance.

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposal individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

Bidders are requested to indicate this information on their Bid Submission Form.

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### **3.6 Supply Chain Integrity (SCI) Requirements**

Bidders must submit specific information regarding each component of their proposed Solution's supply chain ("Supply Chain Security Information" or "SCSI") as defined in Annex E - Supply Chain Security Information Assessment Process. The Supply Chain Security Information must be submitted in this Section. The Supply Chain Security Information will be used by Canada to assess whether, in its opinion, a Bidder's proposed supply chain creates the possibility that the Bidder's proposed Solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with the Supply Chain Security Information assessment as described in Annex E - Supply Chain Security Information Assessment Process.

## 4 PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) The evaluation will be conducted in a structured, consistent, unbiased, fair and transparent manner. The objective of the evaluation is a well-supported determination of the Bid providing best value to Canada
- (b) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the *technical* and financial evaluation criteria.
- (c) There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (d) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (e) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 business days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - a) verify any or all information provided by the Bidder in its bid; or
    - b) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder, the Bidder must provide the information requested by Canada within 2 business days (or a longer period if specified in writing by the Contracting Authority). Failure to meet this deadline or provide further information as requested may result in the bid being declared non-responsive.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Supply Chain Security Information Assessment Process

Canada will assess whether, in its opinion, each bidder's supply chain creates the possibility that the bidder's proposed solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with Annex E - Supply Chain Security Information Assessment Process.

### 4.3 Phased Bid Compliance Process (PBCP)

#### 4.3.1 General

- (a) Canada will conduct the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2022-12-01) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (b).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.3.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information

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

#### 4.3.3 Phase II: Technical Bid

- (j) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (k) Canada will send a written notice to the Bidder (Compliance Assessment Report or CAR) identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid

has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.

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

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

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

#### 4.4 Technical Evaluation

(a) **Mandatory Technical Criteria:**

- (i) The Phased Bid Compliance Process (PBCP) will apply to all mandatory technical criteria listed in Annex G - Bid Evaluation.
- (ii) The mandatory criteria that will be evaluated as part of the bid evaluation are listed in Annex G - Bid Evaluation. Bidders are required to address clearly and in sufficient details all mandatory evaluation criteria against which their Bids will be evaluated. Simply repeating the statement contained in the Mandatory criteria is not sufficient.
- (iii) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Subject to the PBCP, Bids that do not comply with each mandatory requirement will be declared non-responsive and be disqualified.
- (iv) The mandatory technical criteria are described in Annex G – Bid Evaluation Criteria.

(b) **Point-Rated Technical Criteria:**

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

(c) **Reference Checks:**

- (i) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day using the e-mail address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received business of the date that Canada's e-mail was sent.
- (ii) On sending out the reference check request, if Canada has not received an acknowledgement or response within 24 hours, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada by the date specified. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact.

That contact will again be given 2 business days to respond once Canada sends its reference check request.

- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- (v) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

#### **4.5 Financial Evaluation**

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

- (b) **Formulae in Pricing Tables**

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

- (c) **Substantiation of Professional Services Rates**

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

1. an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
2. in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid

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solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;

3. in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
  4. the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.
- d. Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

#### 4.6 Basis of Selection

##### 4.6.1 Highest Combined Rating of Technical Merit (70%) and Price (30%)

- (a) The top ranked bid will be determined based on the highest responsive combined rating of technical merit and price. 70% weightage will be given to the technical bid and 30% weightage will be given to the financial bid as per the following formula:

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

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

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

Evaluation	Weightage
Technical bid Score	70%
Financial bid Score	30%

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

**(b) Basis of Selection**

To be declared responsive, a bid must:

- (i) qualify pursuant to the Supply Chain Security Information Assessment Process;
- (ii) comply with all the requirements of the bid solicitation;
- (iii) meet all mandatory technical evaluation criteria stipulated in Annex G – Bid Evaluation Criteria; and
- (iv) obtain at least 60% of the minimum number of points required for all point-rated technical evaluation criteria.

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

- (c) At the discretion of Canada, the responsive bid with the highest combined rating of technical merit and price, will be recommended for award of a contract.
- (d) If more than one bidder is ranked first because of identical overall scores, then the Bidder with the best financial score will become the top-ranked Bidder.
- (e) In the event that a Bidder withdraws their bid, or a bid is set aside, Canada may offer the next highest ranked responsive Bidder a Contract.
- (f) In the event of a tie score(s) that impacts the ranking, the responsive Bidder with the highest Technical Score will be recommended for award of a Contract.
- (g) Bidders should note that all contract awards are subject to Canada's internal approval process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

**4.7 Rights of Canada**

Canada reserves the right to:

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

**4.8 Rejection of Bids**

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

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

## 5 CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with Bid

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

#### (a) 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### (b) Integrity Provisions – List of Names

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

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

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

#### (c) Publisher Certification and Software Publisher Authorization

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

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

(iv) The following certification documents are required as part of the bid Submission:

- Form 4 - Software Publisher Certification Form
- Form 5 – Software Publisher Authorization Form

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

### (a) Supply Chain Integrity Process

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

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

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

### (b) Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\)](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) - Labour's website.

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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Form 8 - [Federal Contractors Program for Employment Equity - Certification](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml), before contract award. If the

Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.3 Additional Certifications Precedent to Contract Award

#### 5.3.1 Professional Services Resources

1. By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
2. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
3. If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
  - (i) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
  - (ii) the name, qualifications and experience of a proposed replacement immediately available for work; and
  - (iii) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
  - (iv) No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:
    - (v) set aside the bid and give it no further consideration; or
    - (vi) evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.
  - (vii) If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

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

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Failure to comply with the request may result in the bid being declared non-responsive.

### **5.3.2 Bidder Certifies that All Software is "Off-the-Shelf"**

Any software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the software bid is off-the-shelf.

### **5.4 Sole Bid – Price Support**

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

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

## 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirement

At the date of bid closing, the following conditions must be met:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, **PWGSC**.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the CSP, **PWGSC**.
5. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) *Contract Security Manual* (Latest Edition).
    - (i) For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
    - (ii) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

### 6.2 Financial Capability

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

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- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

## 7 PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) The "**Contractor**" agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) Delivering a fully functional Automated and Manual Data Capture Solution (AMDCS) in accordance with Annex A – Statement of Work;
  - (ii) granting a perpetual license to use the Licensed Software described in the Contract;
  - (iii) at Canada's discretion grant a subscription license to use the software during intervals throughout the life of the contract;
  - (iv) 12 month warranty;
  - (v) performing any Work required to design, enable installation in a Government of Canada Protected B cloud hosting environment, configure, test and deploy the Solution with all required features or functionality in accordance with the Contract;
  - (vi) maintaining, upgrading, and updating the Solution;
  - (vii) providing the Software Documentation in an electronic format in English and if available, French;
  - (viii) providing maintenance and support for the Licensed Software during the Software Support Period;
  - (ix) providing professional services as and when requested by Canada, in accordance with the Task authorization (TA) process described herein; and
  - (x) providing training services as and when requested by Canada, in accordance with the Task authorization (TA) process described herein.

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

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

(d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:

(i) any reference to a "**deliverable**" or "**deliverables**" includes the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

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

## 7.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

## 7.3 Professional Services – General

- 7.3.1** The Contractor must provide professional services on request as described in Annex A - Statements of Work and any resulting Task Authorizations (TA).
- 7.3.2** If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten (10) business days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- 7.3.3 Conduct of the Work; Warranty.** The Contractor represents and warrants that (a) it is competent to perform the Work, (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and (c) it has the

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

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

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

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

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

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

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

#### **7.3.10 Training**

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

#### 7.4 Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Form and Content of draft Task Authorization:**
- (i) The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form" specified in Annex F.
  - (ii) The draft Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The draft TA will also include the applicable basis (bases) and method (methods) of payment as specified in the Contract.
  - (iii) A draft Task Authorization must also contain the following information, if applicable:
    - a) the task number;
    - b) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - c) the details of any financial coding to be used;
    - d) the categories of resources and the number required;
    - e) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
    - f) the start and completion dates;
    - g) milestone dates for deliverables and payments (if applicable);
    - h) the number of person-days of effort required;
    - i) whether the work requires on-site activities and the location;
    - j) the language profile of the resources required;
    - k) the level of security clearance required of resources;
    - l) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
    - m) any other constraints that might affect the completion of the task.
- (c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within 5 business days of receiving the draft Task Authorization (or within

any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

(d) Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

To be validly issued, a TA must include the following signature(s):

- (i) For any TA, inclusive of revisions, with a value less than or equal to \$25,000 (including Applicable Taxes), the TA must be signed by the Technical Authority; and
- (ii) For any TA with a value greater than this amount, a TA must be signed by the Technical Authority and Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in sub article (i) above; any suspension or reduction notice is effective upon receipt.

(e) **Periodic Usage Reports:**

- (i) The Contractor must compile and maintain records on its provision of services to the federal government under the Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

- (ii) The quarterly periods are defined as follows:

- a. 1st quarter: April 1 to June 30;
- b. 2nd quarter: July 1 to September 30;
- c. 3rd quarter: October 1 to December 31; and
- d. 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.

- (iii) Each report must contain the following information for each validly issued TA (as revised):

- a. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- b. a title or a brief description of each authorized task;
- c. the name, Resource Category of each resource involved in performing the TA, as applicable;

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- d. the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
  - e. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
  - f. the start and completion date for each authorized task; and
  - g. the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (iv) Each report must also contain the following cumulative information for all the validly issued TAs (as revised):
- a. the amount, exclusive of Applicable Taxes, specified in the Contract (as last revised, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and
  - b. the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.
- (f) **Refusal of Task Authorizations:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the draft TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the draft TA at pricing not exceeding the rates set out in Annex B. Each time the Contractor does not submit a valid response, the Contractor agrees Canada may at its option decrease the Minimum Contract Value in the clause titled "Minimum Work Guarantee" by 2%. This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).
- (g) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

## 7.5 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 Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

- (a) **General Conditions:**
  - (i) 2030 (2022-12-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- (iii) 4008 (2008-12-12), Supplemental General Conditions - Personal Information;

apply to and form part of the Contract.

**7.6 Security Requirement**

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

- (a) Contractor's Site(s) or Premises Requiring Safeguarding Measures

**7.7 Contract Period**

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

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

- (b) **Option to Extend the Contract:**

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 9 additional 1-year option period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise these options at any time by sending a written notice to the Contractor at least 30 business days before the expiry date of the Contract. These option(s) may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

**7.8 Authorities**

- (a) **Contracting Authority [to be inserted at contract award]**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**(b) Technical Authority. [to be inserted at contract award]**

The Technical Authority for the Contract is:

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

In this person's absence, the Technical Authority is:

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

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

**(c) Contractor's Representative [to be inserted at contract award]**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

In the event the Contractor has any questions, concerns, or otherwise, the Contractor must contact the PWGSC Contracting Authority. Only the PWGSC Contracting Authority has the authority to respond to questions concerning the Contract terms and conditions, management and interpretation of the Contract, and, to mediate and/or resolve any issues between the Client and the Contractor.

Any questions regarding technical aspects of the Licensed Software and its use should be directed to the Technical Authority mentioned in 7.8.(a)

## 7.9 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.10 Inspection and Acceptance of the Work

- (a) **Inspection by Canada:** All the Work is subject to inspection and acceptance by Canada. Canada's inspection and acceptance of the Work does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and the Contractor is required to correct or replace it at its own expense.
- (b) **Acceptance Procedures:** Unless provided otherwise in the Contract, the acceptance procedures are as follows: when the Work is complete, the Contractor must notify the Technical Authority in writing, with a copy to the Contracting Authority, by referring to this provision of the Contract and requesting acceptance of the Work; Canada will have 30 business days from receipt of the notice to perform its inspection (the "Acceptance Period").
- (c) **Deficiencies and Resubmission of Deliverable:** If Canada provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work before acceptance and the Acceptance Period will begin again. If Canada determines that a deliverable is incomplete or deficient, Canada is not required to identify all missing items or all deficiencies before rejecting the deliverable.
- (d) **Access to Locations:** The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed, other than multi-tenant data centres, at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
- (e) **Contractor Inspection for Quality:** The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. All deliverables submitted by the Contractor must be of a professional quality, free of typographical and other errors, and consistent with the highest industry standards.

## 7.11 Payment

### 7.11.1 Basis of Payment

- (a) **Licensed Software:** For the license(s) to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software, 12 months Software Maintenance and Support Services, and the Software Documentation), in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, (FOB destination), including all customs duties, Applicable Taxes extra. The firm prices include

- the warranty during the Software Warranty Period and maintenance and support during the Software Support Period (including for any additional licenses purchased during the Contract Period).
- (b) **Optional Additional Software Licenses:** For additional licenses for additional Users to access and use the Licensed Software, including Solution Documentation, Warranty, Maintenance and Support (excluding Training), waivers, non-disclosure agreements or other releases to Canada, if Canada exercises its option, Canada will pay the Contractor the all-inclusive firm lot price(s) per user as set out in Annex B- Basis of Payment, in Canadian funds including all customs duties, Applicable Taxes extra.
- (c) **For the Software Maintenance and Support on additional Software Licenses:** In order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance, the full amount will apply on the existing Licensed Software.
- (d) **Optional Annual Renewal of Maintenance and Support:** For maintenance and support services throughout the optional Software Support Period, in accordance with the Contract, if Canada exercises its option, Canada will pay the Contractor, in advance, the firm price set out in Annex B, in Canadian funds and including all customs duties, Applicable Taxes extra.
- (e) **Optional Professional Services provided under a Task Authorization:** For professional services requested by Canada, in accordance with a validly issued Task Authorization and the Contractor satisfactorily completing its obligations under the Contract, Canada will pay the Contractor for actual time worked and any resulting deliverables in accordance with the firm all-inclusive Per diem price per resource as set out in the Task Authorization and in accordance with the Annex B, Basis of Payment, in Canadian funds, customs duty included, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (f) **Optional Training Services provided under a Task Authorization:** For training services requested by Canada, in accordance with a validly issued Task Authorization and the Contractor satisfactorily completing its obligations under the Contract, Canada will pay the Contractor an all-inclusive firm lot price per course or per student as set out in the Task Authorization and in accordance with the Annex B, Basis of Payment in Canadian funds, customs duty included, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. For firm per diem price, partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (g) **Optional Virtual Training and Support:** For Optional virtual Training and Support requested by Canada, in accordance with a validly issued Task Authorization and the Contractor satisfactory completing its obligations under the Contract, Canada will pay the Contractor an all-inclusive firm lot price per course or per student as set out in Task Authorization and in accordance with the Annex B, Basis of Payment in Canadian funds, customs duty included, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. For firm per diem price, partial days will be prorated based on actual hours worked based on a 7.5-hour workday. The option is subject to adherence to Protected B document safeguarding requirements.
- (h) **Training:** For training courses, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per implementation set out in Annex a – Statement of work, upon completion of the course, Applicable Taxes extra.

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- (i) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (j) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- (k) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

**7.11.2 Price Certification:** The Contractor certifies that the price quoted is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both.

**7.12 Limitation of Price**

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

**7.13 Limitation of expenditure**

**Canada's** total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ **(TO BE INSERTED AT CONTRACT AWARD)**. Customs duties are included and Applicable Taxes are extra.

The Contractor agrees to provide notification functionality or tool to Canada as part of the Services, to assist Canada in administering the Contract.

The Contractor further agrees to notify the Contracting Authority and Technical Authority in writing for the following reasons, whichever comes first:

- (A) when it is 75% committed, or
- (B) four months before the expiry of the subscription services or Contract Period, or
- (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

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.

## 7.14 Electronic Payment of Invoices – Contract

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

- (i) Direct Deposit (Domestic and International);
- (ii) Electronic Data Interchange (EDI);
- (iii) Wire Transfer (International Only);

## 7.15 Method of Payment

### (a) Single Payments

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

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

### (b) Method of Payment – Advance Payment for Software Maintenance and Support

Canada will pay the Contractor in advance for the Work 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) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

### (c) Single Payment – Task Authorized Optional Professional Services with a Firm Price

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

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

## 7.16 Discretionary Audit

SACC Manual clause [C0100C](#) (2010-01-11) Discretionary Audit – Commercial Goods and/or Services

## 7.17 Invoicing Instructions

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

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

### 7.18 Certifications

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

### 7.19 Applicable Laws

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

### 7.20 Priority of Documents

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) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) the supplemental general conditions, in the following order:
  - (i) 4003 (2010-08-16) – Licensed Software,
  - (ii) 4004 (2013-04-25) – Maintenance and Support Services for Licensed Software,
  - (iii) 4008 (2008-12-12) – Personal Information
- (c) the general conditions 2030 (2022-12-01);
- (d) Annex A, Statement of Work;
- (e) Appendix to Annex A
- (f) Annex B, Basis of Payment;
- (g) Annex C, Security Requirements Check List;
- (h) Annex D, Definitions and Interpretations;
- (i) Annex E, Supply Chain Integrity Process;
- (j) Annex F, the signed Task Authorizations;
- (k) Annex G, Bid Evaluation Criteria;

- (l) Annex H – Bidders Forms; and
- (m) the Contractor's bid dated \_\_\_\_\_, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on \_\_\_\_\_" or ",as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)). not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

#### 7.21 Foreign Nationals (Canadian Contractor)

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

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

#### 7.22 Foreign Nationals (Foreign Contractor)

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

#### 7.23 Insurance Requirements

- (a) SACC Manual clause G1005C (2016-01-28) Insurance Requirements

#### 7.24 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
  - (i) 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.
  - (ii) 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.
  - (iii) 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.

- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1M.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1M, whichever is more.

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.

(c) **Third Party Claims:**

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability or joint and solidarity liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

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### 7.25 Joint Venture Contractor

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

### 7.26 Licensed Software

- (a) With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the _____ following _____ products: <b><i>[this information will be completed at contract award using information in the Contractor's bid]</i></b>
Type of License being Granted	"User License"
Number of Users Licensed	150.

<p>Option to Purchase Licenses for Additional Users</p>	<p>The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Annex BOP on the same terms and conditions as the initial User licenses granted under the Contract This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment. <b>For the Software Maintenance and Support on additional Software Licenses:</b> In order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance, the full amount will apply on the existing Licensed Software.</p>
<p>Language of Licensed Software</p>	<p>The Licensed Software must be delivered in both French and English.</p>
<p>Delivery Location</p>	<p><i>Protected B internal Statistics Canada platform</i></p>
<p>Media on which Licensed Software must be Delivered</p>	<p>Internet Download</p>
<p>Term of License</p>	<p>Perpetual and Subscription licenses</p>

- (b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation

**7.27 Licensed Software Maintenance and Support**

- (a) With respect to the provisions of Supplemental General Conditions 4004:

<p>Software Support Period</p>	<p>1-year</p>
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<p>Software Support Period when Additional Licenses added during Contract Period</p>	<p>For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licences supported under the Contract. Therefore, any newly purchased software licenses will have their maintenance and support services pro-rated to co-term with the existing Software Support Period.</p>
<p>Option to Extend Software Support Period</p>	<p>The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 9additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.</p>
<p>Contractor must keep track of software releases for the purpose of configuration control</p>	<p>Yes</p>
<p>Contact Information for Accessing the Contractor's Support Services</p>	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____ Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p><b>[Note to Bidders:</b> to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</p>

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Website	<p>In accordance with Section 5 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 routines and support tools. Despite the Hours for Providing 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 _____.</p> <p><b>[Note to Bidders:</b> to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</p>
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

## 7.28 Training

### (a) Providing Software Training:

- (i) The Contractor must provide Virtual remote training on the software products that form part of the Software Solution on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.
- (ii) Canada may issue a Task Authorization whenever it has at least 1 people who require training.
- (iii) The training must be available within 15 Business days of the Task Authorization being issued.
- (iv) The training, including both the instruction and the course materials, must be provided in English and French.

## 7.29 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract.

professional services relating to Any additional Software training. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

- (b) If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten (10) business

days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

### 7.30 Replacement of Specific Individuals

(i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five (5) business days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten (10) business days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:

- i. the name, qualifications and experience of a proposed replacement immediately available for Work; and
- ii. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.

(ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:

- i. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Section titled "Default of the Contractor", or
- ii. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this sub article (c).

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the Excusable Delay Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

(iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

(iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

### 7.31 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.

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- (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.

### 7.32 Ongoing Supply Chain Security Information Assessment Process

- (a) **Supply Chain Security Information Assessment Process:** The Parties acknowledge that a Supply Chain Security Information Assessment Process was a key component of the procurement process that resulted in the award of this Contract. In connection with that assessment process, Canada assessed the Contractor's Supply Chain Security Information ("SCSI") without identifying any security concerns. The following SCSI was submitted:

- (i) Supply Chain Security Information Submission Form
- (ii) IT Product List; and,
- (iii) Network Diagram.

This SCSI is included as Annex E - Supply Chain Security Information Assessment Process. The Parties also acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SCSI will be required throughout the Contract Period. This Article governs that process.

- (b) **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI contained in Annex E - Supply Chain Security Information Assessment Process. In that regard:

- (i) The Contractor, starting at Contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged.
- (ii) The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.
- (iii) Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
- (iv) Canada may use any government resources to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSI.

### (c) Identification of New Security Vulnerabilities in SCSI already assessed by Canada:

- (i) The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.

- (ii) The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSI that have already been the subject of an SCSI assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

**(d) Addressing Security Concerns:**

- (i) If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.
- (ii) At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's Solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
  - (A) provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
  - (B) if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
  - (C) implement the mitigation plan approved by Canada. This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Security Information Assessment Process by Canada, but for which new security vulnerabilities have since been identified.
- (iii) Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

**(e) Cost Implications:**

- (i) Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment, however, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
  - (A) with respect to Products already assessed without security concerns by Canada pursuant to an SCI assessment, evidence from the Contractor of how long it has owned the Product;
  - (B) with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
  - (C) evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;

- (D) the normal useful life of the Product;
  - (E) any “end of life” or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
  - (F) the normal useful life of the proposed replacement Product;
  - (G) the time remaining in the Contract Period;
  - (H) whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
  - (I) whether or not the Product being replaced can be redeployed to other customers;
  - (J) any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
  - (K) any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
  - (L) the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- (ii) Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor’s most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada’s requirement to cease deploying or to remove a particular Product or Products.
- (iii) Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada’s requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

**(f) General:**

- (i) The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.
- (ii) The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.
- (iii) Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada’s requirements if Canada has determined that the threat to national security is both serious and imminent.

- (iv) If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2030 Higher Complexity - Goods, Subsection 9(3).
- (v) Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

**(g) Subcontracting**

- (i) Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Contracting Authority has first consented in writing. In order to seek the Contracting Authority's consent, the Contractor must provide the following information:
  - (A) the name of the subcontractor;
  - (B) the portion of the Work to be performed by the subcontractor;
  - (C) the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
  - (D) the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada's facilities;
  - (E) completed sub-SRCL signed by the Contractor's Company Security Officer for CISD completion; and
  - (F) any other information required by the Contracting Authority.
- (ii) For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

**(h) Change of Control**

- (i) At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
  - (A) an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
    - (i) they are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;
    - (ii) the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
    - (iii) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
  - (B) a list of all the Contractor's shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;

- (C) a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and
- (D) any other information related to ownership and control that may be requested by Canada.
- If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with **Subsection 23(3) of General Conditions 2030** (General Conditions – Higher Complexity – Goods), provided the information has been marked as either confidential or proprietary.
- (ii) The Contractor must notify the Contracting Authority in writing of:
- (A) any change of control in the Contractor itself;
- (B) any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
- (C) any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).
- (iii) The Contractor must provide this notice by no later than ten (10) Federal Government Business Days (FGBD) after any change of control takes place (or, in the case of a subcontractor, within fifteen (15) FGBDs after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.
- (iv) In this Article, a "change of control" includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture's corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.
- (v) If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 90 calendar days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- (vi) If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 calendar days of receiving Canada's determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 180 calendar days of receiving the original notice from the Contractor regarding the change of control.

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(vii) In this Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.

Despite the foregoing, Canada's right to terminate on a “no-fault” basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.

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## ANNEX A

### STATEMENT OF WORK

#### Automated and Manual Data Capture Solution (AMDCS)

#### 1.0 INTRODUCTION

Statistics Canada requires perpetual and subscription licenses for an Automated and Manual Data Capture Solution (AMDCS), hereafter referred to as the “Solution” that will be managed and hosted by Statistics Canada on an internal Protected B cloud environment. The Solution must include, but not limited to, the following functionalities: Optical Character Recognition (OCR), Optical Mark Recognition (OMR), Intelligent Character Recognition (ICR), workflow for manual data capture and quality control. These functionalities should allow extensions and integration capabilities with Machine Learning (ML) or external connections, such as Application Programming Interfaces (APIs) to automate data capture for structured and unstructured data.

#### 2.0 BACKGROUND

Statistics Canada is seeking a Commercial off-the-Shelf (COTS) Solution for its survey and Census collection activities, specified herein. Detailed Solution requirements are described under Annex A – Statement of Work, and Annex G – Bid Evaluation Criteria.

Statistics Canada, in addition to conducting about 350 active surveys on virtually all aspects of Canadian life, is mandated by the Statistics Act to conduct a country-wide census of population every five years and a census of agriculture every ten years.

The current Solution in use is a COTS solution for automated and manual data capture using Key From Image (KFI) model. The current solution offers automated data extraction for OCR, OMR and ICR with a workflow for manual data capture and quality control sampling for paper questionnaires and other documents received during the processing of all surveys.

In addition, as paper questionnaire collection has diminished, Statistics Canada has seen a shift to multi-mode collection in the form of various alternative data documents being received (structured and unstructured data – i.e. paper questionnaires (handwritten or machine-readable formats), fillable PDFs, excel templates and a number of files where, in some instances, transcription may be required). The legacy Solution has not been optimized to handle these new data requirements and complex workflows. Also, the current software licensing access to infrastructure utilizes physical hardware keys, which has created complexities and risks in Statistics Canada’s new virtual desktop environment, including the migration to secure cloud technologies.

#### 2.1 LEGACY SOLUTION OVERVIEW

Statistics Canada is seeking a flexible Solution to meet and satisfy existing programs and surveys, including Census requirements for data capture operations (i.e. ability to scale up for more operators, integration with the Census Response Database, (RDB), document prioritization, etc.).

Statistics Canada has an existing COTS proprietary solution for automated data capture (utilizing OCR, OMR and ICR) and manual data capture. Some of the primary functionalities include, but are not limited to:

- a) Extraction: Extraction based on Template design to extract identified data points/data fields.

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- b) Detection/Recognition: Automation of multi-mode data capture for OCR, OMR and ICR. Perform detection and recognition of the presence of data based on thresholds and data type classifications.
- c) Identification/Classification by key identifiers or form recognition: Route/classify which form design template to base the next part of the workflow on.
- d) Automated Data Extraction (ADE) Fields: Automatically Captured values using built-in recognition engines.
- e) KFI Fields – Data captured from images: Selected MUST fields to be captured; allow for prefill/prompt of ADE data for a keyer to verify/correct.
- f) MUST Field: When a “MUST Field” is re-captured/corrected, manual verification is required by secondary keyers (1 pass, 2 pass and Quality Control/Auditor).
- g) Auditor: Selecting sample of Fields from initial manual verification process – extra verification step.
- h) Manual verification process and Quality Control (QC) sampling capabilities (both by data fields and by keyer).
- i) Record in a database, the value of each field after a given process.
- j) QC Compare component: For each process ADE/KFI/MUST Fields, calculate Upper Control Level (UCL) and error rate based on 1 Pass and Auditor to decide if accept or reject batches. Output QC Statistics for feedback to operator and system performance as well as flagging batches for recapture or continuation of process. Output QC Statistics reports on accepted and rejected batches based on the required number of fields for management viewing for operator and system feedback.
- k) Flexibility for input file formats: PDF, TIFF/TIF, JPEG.
- l) Flexibility for output file formats: Text based, XML customized, GTO, Word document, Excel document.
- m) Operational data capture reports for import, extraction, QC, upstream and downstream processes; general operational monitoring.
- n) Image enhancement functionality that permits a user to crop images, whiten background, colour dropouts, rotate and de-speckle filter for improved clarity.
- o) Users:
  - a. Currently 40 to 80 role-based users;
  - b. Capacity During Census for 200 + users;
  - c. Customized Sampling options by user.

### 3.0 OBJECTIVE

Statistics Canada is looking to purchase a new Solution.

The Solution must be hosted on an internal Statistics Canada Protected B cloud environment, which will permit dynamic communication and integration with various systems (databases, scanners, tracking system, document control system, various business and client management portals) currently in use at Statistics Canada. The Solution should have accessibility in both official languages (English and French) to assure work choice in each capturer’s language. The Solution should have general accessibility options to accommodate users.

The Solution must have the functionality to recognise and extract characters in both official languages (English and French).

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To obtain perpetual and subscription licenses with the functionality to recognize, extract and manipulate structured and unstructured data, such as images or machine-readable inputs. The Solution must have the functionality to provide the following:

1. Objectives:
  - a. Provide an automated and manual data capture with OCR, OMR and ICR recognition with functionality to integrate ML functionalities;
  - b. Provide a workflow to allow automated and manual data capture and quality control for structured and unstructured data;
  - c. Generate operational data capture reports and allow real time monitoring of work in progress.
2. Constraints:
  - a. Hosted on the internal Statistics Canada Protected B cloud environment;
  - b. Permit integration across other internal systems.

#### 4.0 SCOPE

Statistics Canada requires an automated and manual data capture Solution to leverage automated and manual data recognition, capture and extraction, as described in the Request For Proposal (RFP). The Solution must have the functionality to manage a variety of different file formats described herein and have the flexibility to scale up to meet fluctuating workload requirements. The Solution must have the functionality to provide Quality Control and workload management reporting tools, which are essential components to provide operational metrics to ensure the desired performance.

The integration of ML models, packages and additional image recognition functionalities must be incorporated as required.

The solution must have the capacity to support more than 200 concurrent users in the system without impacting performance (i.e. system delays, slow response time, etc.)

#### 4.1 DELIVERABLES

- a) Statistics Canada requires a Solution where the Bidder must configure and provide of on-going support for the fully-functional Solution, including:
  - i. Providing in-depth as-and-when requested consultation regarding best practices and process efficiencies, ensuring a successful integration with Statistics Canada’s processes, procedures and technology environment;
  - ii. Providing as-and-when requested training and training materials for end users and administrators
  - iii. Providing support to ensure Statistics Canada maximizes both the use and cost effectiveness of the Solution.
- b) To ensure the success of the implementation of the Solution, the project will include, at minimum, the following implementation deliverables. The creation of each deliverable is the responsibility of the Bidder and must be formally presented to Statistics Canada for review and acceptance. For milestones with multiple stages, each stage is expected to contain each deliverable (unless noted otherwise).
- c) The Bidder should provide the following deliverables:
  - i. A Solution that meets all the project’s mandatory requirements stated in this Statement of Work. Based on mutual agreement with the Contractor and Canada, the Contracting authority can amend the list throughout the duration of the contract

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- d) The Bidder must provide, in electronic format (PDF, Word format), each document upon completion to the Project Authority for review and comment. Revisions, recommendations, questions or comments will be provided to the Bidder to correct and/or address. Only when the Project Authority has approved the draft document will the final version be provided in an electronic format.
- i. A fully-functional COTS solution with the ability to intergrade into all required services of Statistics Canada's Azure platform.
- e) Statistic Canada must have the ability to procure perpetual licenses and subscription licenses for the duration of the contract. Statistics Canada must obtain 150 perpetual licenses initially and estimate over 200 subscription licenses during peak periods, which can be revised yearly.
- i. The Bidder must provide a Comprehensive Project Plan, including:
    - a. A project Implementation Plan: Detailing a list of Stages, tasks and subtasks for the entire Project that includes: start and completion dates, responsibility, and predecessors. Tasks to include all implementation activity, deadlines, milestones, draft deliverables, review periods, final deliverables and sign offs.
  - ii. The Bidder must provide a Bilingual Solution: A fully bilingual interface Solution must be provided within 4 months of the signing of the Contract. The Bidder must provide Statistics Canada with a plan to deliver the bilingual Solution prior to Contract signing for the Solution.
  - iii. The Bilingual Solution implementation plan must include:
    - a. List of all implementation activities for the Bilingual Solution
    - b. Timelines for start and completion
    - c. Individual responsibilities
    - d. Complete Bilingual Solution Manual draft and final deliverable
    - e. FAQ document
    - f. Feedback periods
    - g. Sign-off
  - iv. The Bidder must provide a Project Schedule: Provide scheduled times of preparation and implementation of Solution
  - v. The Bidder must provide a description of configuration to support specific requirements
  - vi. The Bidder must provide a Communication Plan
  - vii. The Bidder must provide a Risk Management/Mitigation Plan
  - viii. The Bidder must provide a Change Management Plan
  - ix. The Bidder must provide an On-Going Communication, Coordination, and Project Status Reports
    - a. Reports to be created and delivered on an as-and-when requested basis
  - x. The Bidder must provide a Technical Infrastructure Design and Implementation Plan
    - a. Design for hosted environments proposed by the Bidder, containing at a minimum detailed information on:
      1. Methodology, tools, procedures, activities, and services
      2. Security infrastructure and services (identify, protective, monitoring/detective, and responsive/recovery)
      3. Network and connectivity
      4. Performance characteristics
      5. Availability and flexibility requirements.
  - xi. The Bidder must provide System Design Documents, including but not limited to:

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- a. Requirements Validation Document: Work product that validates the desired future state business processes and required functionality.
  - b. System Design Document: Work product that identifies both business process decisions as well as system configuration decisions for each in scoped business process and system feature.
- xii. The Bidder must provide System Configuration and Integration documents including, but not limited to:
  - a. Custom Configuration
  - b. Report Implementation and Development (as required)
  - c. Application Integration
- xiii. The Bidder must provide a Testing Plan, which includes, but is not limited to:
  - a. Test Plans and Scripts (as required)
  - b. User Acceptance Testing
  - c. Pre-production security testing.
  - d. Testing Reports
- xiv. The Bidder must provide a Training Plan, which includes, but is not limited to:
  - a. User training for end-users who will be accessing and administering the Solution.
  - b. System Administration documentation and training: complete system manual for how to use the configured system (Manuals, training video, etc.)
  - c. Outline of Training content
  - d. Individuals responsible for delivering training
  - e. Timelines for delivery of training
  - f. Estimated time spent on each training module
  - g. Specifications of virtual environment used for training delivery
  - h. Planned delivery of presentation slides, user guide, FAQ sheet, question and answer sessions, etc.
- xv. The Bidder must provide a Support Plan, which includes but is not limited to:
  - a. A support plan for ongoing maintenance support for the duration of the Contract.
  - b. The Bidder must agree to meet regularly with Statistics Canada as mutually agreed upon in Project Kick-off Meeting.
  - c. Assign a resource or resources that will be available for support
  - d. Times of availability 8AM to 5PM (EST)
- xvi. The Bidder must provide a Deployment Plan, which includes but is not limited to:
  - a. Software and installation instructions
- xvii. The Bidder must provide a Cutover Plan, which includes, but is not limited to:
  - a. Complete set of activities required for Go-Live, including pre-, Go-Live, and Post Go-Live, and support
  - b. Timelines for pre-, Go-Live, and Post Go-Live activities
  - c. Assigned roles and responsibilities for activities
  - d. Testing plans for activities
  - e. Communication and on-going support

The table below summarises the deliverables and the expected delivery times based on calendar days from contract award. Statistics Canada reserves the right to review the timelines once the contract is awarded based on the complexity of the Solution. If the Bidder requires modifications to these timelines, they can request changes to the timelines via a change request process or at the initial Project kick-off meeting. After a consensus is reached between Statistics Canada and the Bidder at the initial Project kick-off meeting, the agreed upon deliverable timelines.

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#	Deliverable	Description of Deliverable	Delivery Date
1.	Project kick-off meeting	<ul style="list-style-type: none"> <li>• Comprehensive Project Plan</li> <li>• Bilingual Solution Implementation Plan</li> <li>• Communication Plan</li> <li>• Training Plan</li> </ul>	10 Calendar days after contract award
2.	Support IT with installation and Configuration of the Solution	<ul style="list-style-type: none"> <li>• Support Plan for installation and configuration of Solution</li> <li>• Technical Infrastructure Design and Implementation Plan</li> <li>• System Design Documents</li> <li>• System Configuration and Integration documents</li> </ul>	30 Calendar days after contract award
3.	Deployment of the Solution in various environments	<ul style="list-style-type: none"> <li>• Deployment Plan</li> <li>• Support Plan for Deployment of Solution</li> </ul>	50 Calendar days after contract award
	Template Configuration Training	<ul style="list-style-type: none"> <li>• Create template structure/Job</li> <li>• Configuration of each process/workflow: <ul style="list-style-type: none"> <li>○ Import</li> <li>○ Extraction</li> <li>○ Data Capture (manual)</li> <li>○ Output, etc.</li> </ul> </li> <li>• Reports</li> <li>• Deployment into environments (development, testing, and production)</li> <li>• Training outline and configuration manual</li> <li>• FAQ document (s)</li> <li>• Support resources (documentation/contacts)</li> <li>• Troubleshooting workshop for common issues (including documentation)</li> </ul>	60 Calendar days after contract award
4.	Quality Assurance and Testing	<ul style="list-style-type: none"> <li>• Support to Quality Assurance processes and Testing</li> <li>• Document explaining the reports</li> <li>• Support Plan for User Acceptance Testing (UAT)</li> <li>• Support Plan for Troubleshooting and technical support</li> </ul>	70 Calendar days after contract award
5.	Solution Training	<ul style="list-style-type: none"> <li>• Training Outline</li> <li>• Complete Solution manual</li> <li>• FAQ document (s)</li> <li>• Training to administrators</li> <li>• Training to end users</li> </ul>	70 Calendar days after contract award

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		<ul style="list-style-type: none"> <li>• User guide</li> </ul>	
6.	Implementation and Support	<ul style="list-style-type: none"> <li>• Implementation and Support</li> </ul>	90 Calendar days after contract award
7.	Solution	<ul style="list-style-type: none"> <li>• Support Plan for End-to-End testing</li> <li>• Delivery of the Solution</li> </ul>	90 Calendar days after contract award
8.	Acceptance and Close-out and ongoing support	<ul style="list-style-type: none"> <li>• Project Closeout Plan</li> <li>• Cutover Plan</li> <li>• Change management plan</li> <li>• Ongoing Support Plan</li> </ul>	120 Calendar days after contract award

#### 4.2 SCOPE OF IT SERVICES FOR THE SOLUTION IMPLEMENTATION SERVICES

**a) Installation**

4.2.a.1 The Bidder must support the installation of the Solution on the internal Statistics Canada cloud, including but not limited to:

a) Troubleshooting

4.2.a.2 The Bidder must provide a copy of all necessary documentation for the installation as indicated in section 4.2.

**b) Configuration**

4.2.b.1 The Bidder must support the configuration of the Solution on the internal Statistics Canada cloud, including but not limited to:

a) Troubleshooting

4.2.b.2 The Bidder must provide a copy of all necessary documentation for every required for configuration

**c) Template Migration**

4.2.c.1 The Bidder will provide assistance in the migration of templates from the Statistics Canada’s legacy solution

**d) User Acceptance testing**

4.2.d.1 The Bidder must support Statistics Canada through the User Acceptance Testing (UAT) phase by correcting software deficiencies identified by Statistics Canada that prevents intended use of the solution. The Bidder is required to validate, investigate and resolve any issues identified by Statistics Canada as being a blocker to the Solution.

#### 4.3 SCOPE OF TRAINING SERVICES FOR THE SOLUTION

a) The Bidder will deliver the training in both official languages English and French as requested by Statistics Canada

b) The Bidder must deliver the training onsite and virtually (with an option to record the session) as required by Statistics Canada, on an as requested basis:

4.3.b.1 Statistics Canada End User Training

4.3.b.2 Statistics Canada Administrator Training

c) The Bidder must deliver the following instructor-led sessions, including but not limited to:

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- 4.3.c.1 Installation
- 4.3.c.2 Solution configuration
- 4.3.c.3 The Solution End Users
- 4.3.c.4 The Solution Administrators
- 4.3.c.5 Data extraction and recognition, including but not limited to:
  - a) OCR
  - b) OMR
  - c) ICR
  - d) Table lookup
- 4.3.c.6 ML models
- 4.3.c.7 User permissions and access control, including but not limited to:
  - a) Developers
  - b) Automated processes
  - c) Manual processes
  - d) Data capture
  - e) Quality Control
- 4.3.c.8 System integration
- 4.3.c.9 File classification and manipulation
- 4.3.c.10 Reporting
- 4.3.c.11 File identification and extraction

- d) The Bidder must deliver the following template configuration instructor-led session, including but not limited to:

- 4.3.d.1 Configuration of template structure/Job
- 4.3.d.2 Configuration of each process/workflow
  - a) Import) Identification/detection of image to link to a survey
  - c) Handling of unlinked images
  - d) Data extraction characteristics, including data type / location, on an image parameter for manual data capture requirements
  - e) Flagging manual and automated data that requires review
  - f) Quality control based on;
    - i. Mandatory criteria
    - ii. Random sampling
    - iii. Sampling rate
  - g) Output file types (image and data) and data order within output files
  - h) Reports and reports output location
- 4.3.d.3 Deployment of template structured job into other environments (development, testing, and production)
- 4.3.d.4 FAQ document(s) and supporting resources (documentation / contacts)

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#### 4.3.d.5 Troubleshooting workshop for common issues (including documentation)

- e) The Bidder must provide a copy of all training documentation (in PDF, PPT or MS word format) in English and French
  - 4.3.e.1 The Bidder must continuously provide updated copies of, including but not limited to:
    - a) All training documentation and outline
    - b) Implementation
    - c) Configuration manuals

### 4.4 THE SOLUTION ONGOING MAINTENANCE AND SUPPORT SERVICES

- a) Ongoing maintenance
  - 4.4.a.1 The Bidder must provide continuous maintenance and support to the Solution, including but not limited to:
    - a) Functionality
    - b) Software Errors
    - c) Installation and configuration issues
  - 4.4.a.2 The Bidder must provide updates on IT Security vulnerability and velocity based on industry categorisation, including but not limited to:
    - a) Common Vulnerability Scoring System (CVSS) scores
  - 4.4.a.3 Technical support
    - a) the Bidder must be available by phone or through a website (and by other virtual means if necessary) in order to provide technical support, in both official languages (English and French), from 6:00 A.M. until 7:00 P.M. Eastern Time, Monday through Friday (exclusive of statutory holidays observed by Canada at the site where the service is required).
    - b) The Bidder must answer or return all calls (or messages through the internet) within 60 minutes of the initial call.
    - c) The Bidder must be able to respond and provide guidance on any questions related to the solution.
    - d) The bidder must be able to resolve problems over the telephone or through the website
    - e) The Bidder must be able to provide technical support related to, including but not limited to:
      - i. Frequently asked questions
      - ii. Configuration problems
      - iii. Software diagnostic
      - iv. Support tools, and services

### 4.5 PROJECT ROLES AND RESPONSIBILITIES

- a) The **Solution Project Authority (PA)** provides direction to the project and represents the final level of escalation within Statistics Canada for all functional and technical matters.

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- b) The **Solution Project Manager (PM)** supports all major activities of the project and keeps track of the progress on an ongoing basis. The Solution PM will take an active role in the day-to-day management of the project, and will act as a liaison between technical and non-technical members.
- c) The **Solution Technical Evaluation Team (TET)** provides technical support and guidance on all technical related matters for this project. The Solution TET will take an active role in the solution evaluation during the assessment phase, and will assist in the solution implementation.
- d) The **PSPC Contracting Authority (PSPC CA)** is the final level of escalation should a matter not be resolved between the Solution PA and the Contract. At a minimum, the Solution PA and Bidder must provide a summary to the PSPC CA for any concerns, issues, questions or matters that arise. The PSPC CA must be kept in the fold at all times and the PSPC CA will moderate and escalate further any matters as needed.
- e) The Bidder must designate a **Contractor Project Manager (CPM)** to the project to be actively involved in, and responsible for all agreed deliverables. The CPM will be taking an active role in the day-to-day management of the project alongside with the Solution PM. The CPM will act as a liaison between technical and non-technical members.

#### 4.6 THE SOLUTION PROJECT ACTIVITIES

The work for the project is divided into the following phases:

1. Phase 1 – Planning
2. Phase 2 – Installation and Testing
3. Phase 3 – Delivery
4. Phase 4 – Solution Acceptance and Close-Out

The Bidder can refer to the deliverables table in accordance with each phase. The Project implementation is to be completed within 90 calendar days of Contract award. The timelines for the Solution Phases reflect the deliverables of the solution.

##### 4.7.1 Phase 1 – Planning

Within 10 number of calendar days following Contract award, the Solution PM will host a Project Kick-off virtual meeting with the Solution PA, Solution TET, PSPC CA and the CPM to initiate the planning phase. The Bidder must provide, but not limited to the specifications identified in the deliverables:

- a. Comprehensive Project Plan
- b. Bilingual Solution Implementation Plan
- c. Communication Plan
- d. Training Plan

The Bidder and Statistics Canada focus on determining the best approach to bring the plans into practice from the current state of activities with as little disruptions as possible and ensure the plans will meet the required deadlines for the Solution’s installation and testing, delivery, and Solution acceptance and Close out.

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The Bidder must deliver a digital copy, in PDF or MS Word format, of the updated Comprehensive Project Plan, Bilingual Solution Implementation Plan, Communication Plan, and Training Plan, including but not limited to the feedback from the Project Kick-off meeting, 7 number of calendar days after the Project Kick-off meeting. Contents include:

- a. A description of any modifications agreed upon to the original proposal of Comprehensive Project Plan, Bilingual Solution Implementation Plan, Communication Plan, and Training Plan to ensure that the Solution meets the mandatory requirements and timelines. These need to be approved by the Project Authority as per Section 4.3.
- b. Identify and propose implementation activities, Bidder resources, and schedule for the installation, and configuration of the Solution in accordance with Section 4.2.

#### **4.7.2 Phase 2 – Installation and Testing**

After the Planning phase is completed and the consensus is reached for the timelines, the bidder must support Statistics Canada employees with the installation and configuration of the Solution, the deployment of the Solution, quality assurance and testing of the Solution, and the training on the Solution. The Bidder must, but is not limited to:

1. Provide installation scripts, build packages, release notes, and any other applicable build documentation
2. Provide support for configuration of the Solution's network connectivity between the workstations, data base, and the Solution application.
3. Provide support for the configuration for the interface
4. Provide support for the deployment of the Solution onto the various development environments (as required) in accordance with the agreed upon deployment plan
5. Statistics Canada will conduct User Acceptance Testing (UAT) to ensure the Solution installation and configuration was done appropriately and works without issues. The Bidder must be available by phone (and by other virtual means if necessary) for the times specified in the Support plan. The Bidder must, but is not limited to, support:
  - a. Set up for Users and workflow to support Statistics Canada in performing UAT
  - b. Work with the solution PM to plan, direct, monitor, manage, deliver, and report on all aspects of the project
  - c. Work with the Solution PA to manage the activities in relation to the preparation and delivery of the Solution and ensure that the Solution supports the delivery.
6. Provide support for the quality assurance processes and the testing activities of the Solution. The Bidder must provide documentation explaining the reports and assist in troubleshooting during testing of the Solution.
7. Provide training for the Solution to end users and administrators as described in Section 4.4, and in accordance with the agreed upon training plan. The Bidder must provide a complete set of documentation, including but not limited to, complete solution manual, FAQ documentation, user guide, and any additional documentation used during training in electronic format.
8. The Bidder must provide support throughout the implementation of the Solution in accordance with an agreed upon support plan.

The installation and testing of the solution must reflect the agreed upon plans and deliverables in section 4.2.

#### **4.7.3 Phase 3 – Delivery**

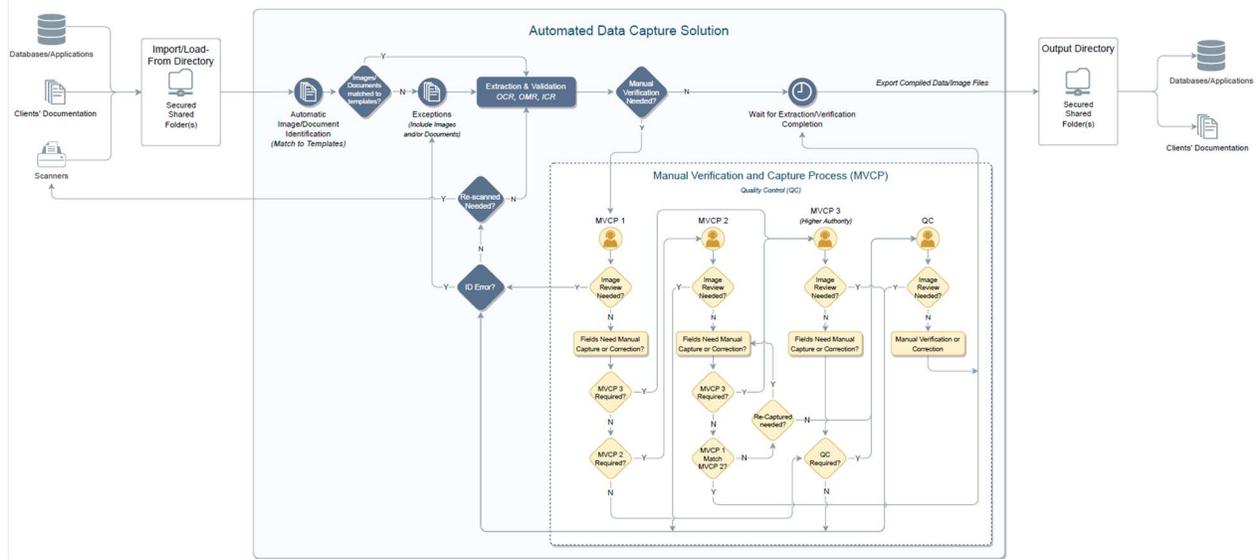
The delivery of the approved Solution is based on the successful completion of the UAT and training. Statistics Canada will conduct End to End Testing of the Solution in a production environment. The

bidder must provide support for the End-to-End Testing of the Solution in the production environment by telephone (and by other virtual means if necessary), Help troubleshoot and provide technical support to resolve the issues that may occur. The Bidder must be available during the specified times indicated in the Support plan mentioned in the deliverables. Only when End to End testing is successfully completed and Statistics Canada is satisfied with the results, will the Project move to Phase 4.

#### 4.7.4 Phase 4 - Solution Acceptance and Close-Out

The Bidder must provide a Project Close-out Plan, a Cutover Plan, a Change Management Plan, and an Ongoing Support Plan.

### 5. HIGH-LEVEL SOLUTION ARCHITECTURE



## 6.0 GLOSSARY

Acronym	Definition
GC	Government of Canada
PSPC	Public Services and Procurement Canada
OCR	Optical Character Recognition
OMR	Optical Mark Recognition
ICR	Intelligent Character Recognition
ML	Machine Learning
COTS	Commercial off-the-Shelf
ADE	Automated Data Extraction
KFI	Key From Image
UCL	Upper Control Level
UAT	User Acceptance Test
RBD	Response Database
BLOB	Binary Large Object
MVCP	Manual Verification and Capture Process
QC	Quality Control
UCL	Upper Control Level
API	Application Programming Interface
AWS	Amazon Web Services
OS	Operating System
SQL	Structured Query Language
XML	Extensible Markup Language
GTO	Generic Text Object

## APPENDIX A TO ANNEX A

### SCOPE OF THE FUNCTIONALITY FOR THE SOLUTION

#### a) Automated Data Detection, Recognition and Manual Capture

- 1.1.a.1 The Solution **must** have the functionality for automation of multi-mode data recognition and capture, including but not limited to:
  - a) Optical Character Recognition (OCR)
    - i. Machine printed characters
  - b) Optical Mark Recognition (OMR)
    - i. Checkboxes
    - ii. Radio buttons
  - c) Intelligence Character Recognition (ICR)
    - i. Hand printed characters
- 1.1.a.2 The Solution **must** have the functionality for automation of multi-mode data recognition and capture based on barcode recognition.
- 1.1.a.3 The Solution **must** have the functionality to detect the presence of data for manual capture.
- 1.1.a.4 The Solution **should** have the functionality for a field to have the capability for setup and detect create a field(s) that requires two consecutively identical entries for data recognition and extraction for validation purposes.
- 1.1.a.5 The Solution **should** have the functionality to include Machine Learning (ML) models to directly support OCR, OMR and ICR functionalities
  - a) The Solution **should** provide ease of integration of custom or pre-built ML models; and
  - b) The Solution **must** allow the functionality to implement customized scripts before and after each process, and run it for each individual field (pre and post)

#### b) Users and Permissions

- 1.1.b.1 The Solution **must** have the functionality to assign documents cases to users and groups per process utilizing Azure or on-premises Active Directory
- 1.1.b.2 The Solution **must** have the functionality to assign permissions and roles for user access control to multiple users or groups
- 1.1.b.3 The Solution **must** have capacity to support more than 200 concurrent users at a time in the system without impacting performance (i.e. system delays, slow response time, etc.)
  - a) The Solution **should** be configurable (no-code, low-code) based on permissions and roles, including but not limited to:
    - i. Administrators
    - ii. Developers (functionality to lock and unlock various functions. For example: template, job set up, folder structure, connectivity to databases)
    - iii. Automated system processes
      - 1.1.b.3.a.iii.1 Import files
      - 1.1.b.3.a.iii.2 Identify files
      - 1.1.b.3.a.iii.3 Extract document data
      - 1.1.b.3.a.iii.4 Export data
    - iv. Manual Verification and Capture Process (MVCP1, MVCP2 and MVCP3)
    - v. Manual Quality Control (QC)

#### c) Automated System Processes

- 1.1.c.1 The Solution **must** have the functionality to identify and assign digital files, including but not limited to:
  - a) Document type
  - b) Document workflow
  - c) Template
- 1.1.c.2 The Solution **must** have the functionality to extract and flag the data for manual validation, based on extraction confidence thresholds

**d) Cloud requirements**

- 1.1.d.1 The Solution **must** be compatible with and hosted on the internal Statistics Canada cloud infrastructure
  - a) The Solution **must** be compatible with Microsoft Azure cloud
  - b) The Solution **should** be compatible and available through SSC cloud brokering services. (<https://service.ssc-spc.gc.ca/en/services/dc/cloud>) with other cloud solutions, including but not limited to:
    - i. Amazon Web Services (AWS)
    - ii. Google
  - c) The Solution **should** be compatible with Cloud Native tools, including but not limited to:
    - i. Kubernetes
    - ii. Containerization
  - d) The end-user components of the Solution **must** be compatible with Microsoft Azure virtual desktop
- 1.1.d.2 The end-user components of the Solution **must** be compatible with Microsoft Windows 10, 11 Operating System (OS) and Microsoft Windows 365
- 1.1.d.3 The Bidder **must** produce a ISO/IEC 27001/27017 certification report or a Soc 2 Type 2 Report performed by an accredited independent auditor that identifies no major deficiencies
- 1.1.d.4 The data storage and processing of the solution **must** comply with GC data residency policy

**e) System Integration**

- 1.1.e.1 The Solution **should** have the functionality to communicate with external systems with the purposes of providing processing status updates for file tracking, data and metadata, including but not limited to:
  - a) Provide an API (Application Programming Interface)
  - b) Provide web services interface
  - c) Communicate to an external API
  - d) Communicate to external web services
- 1.1.e.2 The Solution **must** be interoperable through Web APIs, including but not limited to:
  - a) The Solution will integrate with existing systems and repositories
  - b) The Solution will gain access to:
    - i. External systems and business data
    - ii. Metadata
    - iii. Logs
    - iv. Metrics.
- 1.1.e.3 The Solution **must** have the functionality to communicate to external databases for the purposes of processing data and images, including but not limited to:
  - a) Binary Large Object (BLOB)
  - b) SQL (including Microsoft Azure Data Lake)
  - c) Oracle
- 1.1.e.4 The Solution **should** integrate with a folder structure

- 1.1.e.5 The Solution **should** integrate with SharePoint
- 1.1.e.6 The Solution **should** integrate with to OneDrive

**f) File Classification and Manipulation**

- 1.1.f.1 The Solution **must** have the functionality to verify data automatically extracted and manually captured against internal and external predefined lookup tables for the purpose of assigning a standard value
- 1.1.f.2 The Solution **must** have the functionality to create an internal lookup table(s) with the following options, including but not limited to:
  - a) Add a compare value
  - b) Translated value
- 1.1.f.3 The Solution **should** have the functionality to leverage external lookup table(s) with the following options, including but not limited to:
  - a) Add a compare value
  - b) Translated value
  - c) Extra column(s) (external tables only)
- 1.1.f.4 The Solution **must** have the functionality to define a dictionary lookup to provide suggested values to operators for manual capture based on a confidence and threshold level
- 1.1.f.5 The Solution **must** have the functionality for file prioritization, including but not limited to:
  - a) Batch
  - b) Job type
  - c) Individual document
- 1.1.f.6 The Solution **should** have the functionality for de-prioritization, including but not limited to:
  - a) Batch
  - b) Job type
  - c) Individual files
- 1.1.f.7 The Solution **must** have the functionality to enhance images, including but not limited to:
  - a) Cropping
  - b) Background whitening
  - c) Colour dropouts
  - d) Rotate
  - e) Despeckle (noise reduction)
  - f) Front and back image swap
  - g) Re-ordering
  - h) Re-sizing to align with templates
  - i) Dots per inch (dpi) conversion to a minimum of 200dpi
- 1.1.f.8 The Solution **must** have the functionality to detect anchor points for alignment, including but not limited to:
  - a) Image
  - b) Text on image (alignment of the image based on orientation of any text/data on the image)
  - c) Cross lines
  - d) OCR'd text (specified text in a pre-defined area)
- 1.1.f.9 The Solution **must** have the automatic and manual functionality to identify and match images to templates, including but not limited to:
  - a) Job name
  - b) Language
  - c) Batch information
  - d) Template order

- 1.1.f.10 The Solution **must** have the functionality to classify imported batch(s), file(s) and image(s) to a given job
- 1.1.f.11 The Solution **must** have the functionality to automatically and manually put a file on hold, including but not limited to:
  - a) Job
  - b) Batch
- 1.1.f.12 The Solution **should** have the functionality to create templates based on a specification file, including but not limited to:
  - a) Generation fields in specific locations
  - b) Field size
  - c) Field types
  - d) Value lengths
  - e) Threshold
  - f) Edit masks
  - g) Mandatory input
- 1.1.f.13 The Solution **must** permit users to import an unlimited number of images and pages per year
- 1.1.f.14 The Solution **must** allow a batch content of up to 5000 images at a time

**g) Data Capture and Quality Control**

- 1.1.g.1 The Solution **must** include automatic and manual capture processes Quality Control and verification phases
- 1.1.g.2 The Solution **must** be able to flag a field with an identifier on whether it was automatically extracted or manually captured for QC, based on, including but limited to:
  - a) Threshold/confident level
  - b) Operator sample rate
  - c) Error rate
  - d) Difference between two processes/passes
  - e) Pre-defined fields
- 1.1.g.3 The Solution **must** have the functionality to automatically and manually flag documents and images for review – based on the following criteria, including but not limited to:
  - a) Missing pages
  - b) Missing attachments
  - c) Page ID
  - d) Page count
  - e) Document count
- 1.1.g.4 The Solution **must** have the functionality to be able to display a field value history in QC process, including but not limited to:
  - a) User account (automated and manual)
  - b) Process
  - c) Value before
  - d) Value after

**h) Reporting**

- 1.1.h.1 The Solution **must** provide an audit trail on the following processes, including but not limited to:
  - a) Import
  - b) Identify
  - c) Extract
  - d) Manual Verification and Capture Process (MVCP1, MVCP2 and MVCP3)
  - e) Manual Quality Control (QC)
  - f) Export

1.1.h.2 The Solution **must** have the functionality to produce operational data capture reports (metric of all processes), including but not limited to:

- a) Pre-import and Post-import
  - i. Job name
  - ii. Language
  - iii. Time Per Unit (based on batch/document set)
  - iv. Batch information
  - v. Counts (document sets and images) in input and output folders
  - vi. Records of reclassification counts (images and batch information)
  - vii. Document status
  - viii. Document progress
- b) Extraction
  - i. Files in queues before extraction
  - ii. Job name
  - iii. Language
  - iv. Time Per Unit (based on batch and document set)
  - v. Batch information
  - vi. Counts (document sets and images)
  - vii. Document status
  - viii. Document progress
- c) Quality control
  - i. Verification passes
  - ii. Operational quality reports
  - iii. Image and document tracking
  - iv. Identification and correction of systematic process errors
  - v. Productivity and quality
  - vi. Keying accuracy
  - vii. General operational monitoring

1.1.h.3 The Solution **should** have the functionality to customize operational data capture reports (metric of all processes), including but not limited to:

- a) Pre-import and post-import
  - i. Job name
  - ii. Language
  - iii. Time Per Unit (based on batch/document set)
  - iv. Batch information
  - v. Counts (document sets and images) in input and output folders
  - vi. Records of reclassification counts (images and batch information)
  - vii. Document status
  - viii. Document progress
- b) Extraction
  - i. Files in queues before extraction
  - ii. Job name
  - iii. Language
  - iv. Time Per Unit (based on batch/document set)
  - v. Batch information
  - vi. Counts (document sets and images)
  - vii. Document status
  - viii. Document progress
- c) Quality control
  - i. Verification passes
  - ii. Operational quality reports
  - iii. Image and document tracking

- iv. Identification and correction of systematic process errors
- v. Productivity and quality
- vi. Keying accuracy
- vii. General operational monitoring

**i) Import**

- 1.1.i.1 The Solution **must** have the functionality to import files in multiple digital formats, including but not limited to:
  - a) PDF (filable and non-filable)
  - b) TIFF
  - c) TIF
  - d) PNG
  - e) JPEG
  - f) Word document
  - g) Excel document
- 1.1.i.2 The Solution **must** have the functionality to import, including but not limited to:
  - a) Batch
  - b) Individual files (single and multi-page)
  - c) Individual images of a multi-page file

**j) File Identification and Extraction**

- 1.1.j.1 The Solution **must** have the functionality for automated data extraction based on confidence thresholds per character for accuracy purposes
- 1.1.j.2 The Solution **must** have the functionality to automatically and manually sample fields, including but not limited to:
  - a) Number of fields on an image
  - b) Number of fields in a batch
  - c) Operator sample based
  - d) Field type
  - e) Data type
- 1.1.j.3 The Solution **must** have the functionality to automatically identifying images to a template, and extract various data formats, including but not limited to:
  - a) Digital images and documents
  - b) text based digital images and documents
- 1.1.j.4 The Solution **should** have the functionality to automatically classify and extract various file types that contain structured and unstructured data formats, including but not limited to:
  - a) PDFs
  - b) Fillable PDFs
  - c) Excel spreadsheets
  - d) Word documents
  - e) The solution must have the functionality to recognize multiple kinds of barcode

**k) Output Formats**

- 1.1.k.1 The Solution **must** have the functionality to export data, including but not limited to:
  - a) Database
  - b) Directory
  - c) External application
- 1.1.k.2 The Solution **must** have the functionality to output data files in multiple digital formats, including but not limited to:
  - a) Text based
    - i. Option to specify file extension (i.e. csv, etc.)

- b) XML customized
- 1.1.k.3 The Solution **should** have the functionality to output files in multiple digital formats, including but not limited to:
  - a) Word document
  - b) Excel document

**I) System Interface**

- 1.1.1.1 The Solution **should** have the functionality to create customised scripts after each process, including but not limited to:
  - a) Import
  - b) Identify
  - c) Extract
  - d) MVCP1, MVCP2, MVCP3 and QC
  - e) Export
- 1.1.1.2 The Solution **should** have the functionality to create customised scripts before each process, including but not limited to:
  - a) Import
  - b) MVCP1, MVCP2, MVCP3 and QC
  - c) Export
- 1.1.1.3 The Solution **should** have the functionality to provide shortcut options, including but not limited to:
  - a) Copy selected data
  - b) Paste selected data
  - c) Delete selected data
  - d) Delete the full field data
  - e) Delete image and document set
  - f) Skip image
  - g) Rotate image
  - h) View attachments
  - i) View all batch images
  - j) Send image to review
  - k) Open a specific file
  - l) Running an external application
  - m) Open a directory
  - n) Document re-routing
  - o) Display a given field(s) for each process values and operator during the manual capture
  - p) Display a given page's user history during the manual capture
  - q) Switch between colour (grayscale included) and bitonal images
- 1.1.1.4 The Solution **should** have a functionality for administrators to run the solution as a different user, included but not limited to:
  - a) Developers
  - b) Automatic processes
    - i. Import
    - ii. Identify
    - iii. Extract
    - iv. Commit
- 1.1.1.5 The solution **must** have the functionality to develop and modify template's elements based on configurations, including but not limited to:
  - a) Fields
  - b) Registration
  - c) Identification

- d) Capture view
- e) Output order
- f) Scripts
- g) Recognition format(s)
- h) Recognition confidence levels

**m) Volume**

- 1.1.m.1 The Solution **must** have the functionality to manage low and high volumes of files (up to 35 million single images per month)

**n) Language**

- 1.1.n.1 The Solution **should** be bilingual and include a language toggle for English and French
- 1.1.n.2 The Solution **must** include the functionality to extract data in a variety of languages, including but not limited to:
  - a) English Characters
  - b) Canadian French Characters
  - c) European French Characters
- 1.1.n.3 The Solution **should** include the functionality to extract data in a variety of languages, including but not limited to:
  - a) German
  - b) Mandarin
  - c) Cantonese
  - d) Italian
  - e) Dutch
  - f) Japanese
  - g) Korean
  - h) Portuguese
  - i) Spanish
  - j) Indigenous languages in Canada (i.e. Algonquin, Athabaskan, Haida, Inuktitut (Inuit), Iroquoian, Ktunaxa (Kutenai), Michif, Salish, Siouan, Tsimshian, Wakashan, etc.)
- 1.1.n.4 The Solution **must** include the functionality to recognise handwritten, machine print letters and words in variety of languages, including but not limited to:
  - a) English Characters
  - b) Canadian French Characters
  - c) European French Characters
- 1.1.n.5 The Solution **should** have the functionality to recognise handwritten, machine print letters and words in a variety of languages, including but not limited to:
  - a) German
  - b) Mandarin
  - c) Cantonese
  - d) Italian
  - e) Dutch
  - f) Japanese
  - g) Korean
  - h) Portuguese
  - i) Spanish
  - j) Indigenous languages in Canada (i.e. Algonquin, Athabaskan, Haida, Inuktitut (Inuit), Iroquoian, Ktunaxa (Kutenai), Michif, Salish, Siouan, Tsimshian, Wakashan, etc.)

**o) Accessibility**

<b>Solicitation No. – N° de l'invitation</b> 45045-210123/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 173XL
<b>Client Ref. No. – N° de réf. De client</b> 45045-210123	<b>File No. – N° du dossier</b>	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- 1.1.o.1 The Solution **should** support accessibility and adaptive technologies in order to meet the needs of the visually, auditorily and physically impaired, including but not limited to:
- a) Magnification
  - b) Audio assist

**ANNEX B  
BASIS OF PAYMENT**

<b>TABLE 1 INITIAL REQUIREMENT OF USER LICENSES</b>					
<b>Item # (A)</b>	<b>DESCRIPTION</b>	<b>Unit of Measure (B)</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Extended Price (C)</b>
1	Automated and Manual Data Capture Solution - <b>Perpetual Licenses</b>	Per User License	150	\$ _____ -	\$ _____
<b>TOTAL (Item 1, Column C):</b>					\$ _____

<b>TABLE 2 IMPLEMENTATION SUPPORT FIRM ALL-INCLUSIVE LOT PRICE (Cdn \$)</b>				
<b>Item # (A)</b>	<b>DESCRIPTION</b>	<b>Unit of Measure (B)</b>	<b>Qty</b>	<b>Extended Price (C)</b>
1	Firm All-Inclusive Price in CAD\$ (applicable taxes extra) for the delivery of the AMDS solution with the functionality as described in the Annex A – Statement of Work including, Installation, Configuration, Template Migration and User Acceptance testing to Canada.	Firm all-inclusive Lot Price	1	\$ _____
<b>TOTAL (Sum of Item 1, Column C) (Applicable Taxes Excluded)</b>				\$ _____

<b>TABLE 3</b>				
<b>TRAINING SUPPORT</b>				
<b>FIRM ALL-INCLUSIVE LOT PRICE (Cdn \$)</b>				
<b>Item # (A)</b>	<b><u>DESCRIPTION</u></b>	<b><u>Unit of Measure</u> (B)</b>	<b><u>Qty</u></b>	<b><u>Extended Price</u> (C)</b>
1	Firm All-Inclusive Price in CAD\$ (applicable taxes extra) for the delivery of the AMDS solution with the functionality as described in the Annex A – Statement of Work including, Installation, Configuration, Solution End users, Data Extraction and recognition, ML models, User permission and access control, Template development, system Integration, File Classification and manipulation, reporting, File identification and extraction. to Canada.	Firm all-inclusive Lot Price	1	\$ _____
<b>TOTAL (Sum of Item 1, Column C)</b> <b>(Applicable Taxes Excluded)</b>				\$ _____

<b>Table 4</b>		
<b>Item # (A)</b>	<b><u>DESCRIPTION</u></b>	<b><u>Cost per Additional User License</u> (B)</b>
	For the provision of additional AMDS Perpetual Licensed Software. Software Maintenance and Support Services may be subject to prorating in order to co-term to one Maintenance and Support Services period.	
1	Initial Contract Period: Additional Device license(s) as per Description	\$ _____
2	Option Year 1: Additional Device license(s) as per Description	\$ _____
3	Option Year 2: Additional Device license(s) as per Description	\$ _____
4	Option Year 3: Additional Device license(s) as per Description	\$ _____
5	Option Year 4: Additional Device license(s) as per Description	\$ _____
6	Option Year 5: Additional Device license(s) as per Description	\$ _____
7	Option Year 6: Additional Device license(s) as per Description	\$ _____
8	Option Year 7: Additional Device license(s) as per Description	\$ _____

9	Option Year 8: Additional Device license(s) as per Description	\$ _____
10	Option Year 9: Additional Device license(s) as per Description	\$ _____
<b>TOTAL (Sum of Items 1-16, Column D)</b> <b>(Applicable Taxes Excluded)</b>		

Item # (A)	<b>Table 5</b> <b>DESCRIPTION</b> For the provision of additional AMDS Subscription Licensed Software. Software Maintenance and Support Services may be subject to pro-rating in order to co-term to one Maintenance and Support Services period.	<b>Cost per Additional User License (B)</b>
1	Initial Contract Period: Additional Device license(s) as per Description	\$ _____
2	Option Year 1: Additional Device license(s) as per Description	\$ _____
3	Option Year 2: Additional Device license(s) as per Description	\$ _____
4	Option Year 3: Additional Device license(s) as per Description	\$ _____
5	Option Year 4: Additional Device license(s) as per Description	\$ _____
6	Option Year 5: Additional Device license(s) as per Description	\$ _____
7	Option Year 6: Additional Device license(s) as per Description	\$ _____
8	Option Year 7: Additional Device license(s) as per Description	\$ _____
9	Option Year 8: Additional Device license(s) as per Description	\$ _____
10	Option Year 9: Additional Device license(s) as per Description	\$ _____
<b>TOTAL (Sum of Items 1-16, Column D)</b> <b>(Applicable Taxes Excluded)</b>		

**TABLE 5**

**OPTION TO EXTEND THE SOFTWARE MAINTENANCE AND SUPPORT SERVICES PERIOD**

**FIRM ALL-INCLUSIVE LOT PRICE (Cdn \$)**

Item # (A)	DESCRIPTION For the provision of Software Maintenance and Support Services on all AMDS Perpetual User Licenses	All-Inclusive Lot Price (B)
1	Option Year 1: Software Maintenance and Support Services as per Description	\$ _____
2	Option Year 2: Software Maintenance and Support Services as per Description	\$ _____
3	Option Year 3: Software Maintenance and Support Services as per Description	\$ _____
4	Option Year 4: Software Maintenance and Support Services as per Description	\$ _____
5	Option Year 5: Software Maintenance and Support Services as per Description	\$ _____
6	Option Year 6: Software Maintenance and Support Services as per Description	\$ _____
7	Option Year 7: Software Maintenance and Support Services as per Description	\$ _____
8	Option Year 8: Software Maintenance and Support Services as per Description	\$ _____
9	Option Year 9: Software Maintenance and Support Services as per Description	\$ _____
TOTAL (Sum of Items 1-9, Column B) <b>(Applicable Taxes Excluded)</b>		\$ _____

**TABLE 6**

**PROFESSIONAL SERVICES INCLUDING TRAINING – via Task Authorizations**

Firm all-inclusive per diem rates (CDN \$) for Optional Professional Services to be provided on an as-and-when requested basis described in Annex A –Statement of Work and in accordance with the Task Authorization Process:

Item #	Resource Category	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Option Period 5	Option Period 6	Option Period 7	Option Period 8	Option Period 9	Average Per Diem Rate

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

Buyer ID – Id de l'acheteur  
173XL

Client Ref. No. – N° de réf. De client  
45045-210123

File No. – N° du dossier

CCC No./ N° CCC – FMS No/ N° VME

(A)	(B)	Firm All-Inclusive Per Diem Rate (C)	Firm All-Inclusive Per Diem Rate (D)	Firm All-Inclusive Per Diem Rate (E)	Firm All-Inclusive Per Diem Rate (F)	Firm All-Inclusive Per Diem Rate (G)	Firm All-Inclusive Per Diem Rate (H)	Firm All-Inclusive Per Diem Rate (I)	Firm All-Inclusive Per Diem Rate (J)	Firm All-Inclusive Per Diem Rate (K)	Firm All-Inclusive Per Diem Rate (L)	Sum of Columns C to L divided by 10 (M)
1		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>(Applicable Taxes Excluded):</b>												\$ _____

**TABLE 7**

**OPTIONAL Virtual SUPPORT – via Task Authorizations**

Firm All-Inclusive Price in CAD\$ (applicable taxes extra) per hour rate for Remote Technical Support on an as-and-when requested basis, as detailed in Annex A – Statement of Work and in accordance with the Task Authorization process:

Item #	Resource Category	Initial Contract Period	Option Period 1	Option Period 2	Option Period 3	Option Period 4	Option Period 5	Option Period 6	Option Period 7	Option Period 8	Option Period 9	Average Per Hour Rate
		Firm All-Inclusive Per Hour Rate (C)	Firm All-Inclusive Per Hour Rate (D)	Firm All-Inclusive Per Hour Rate (E)	Firm All-Inclusive Per Hour Rate (F)	Firm All-Inclusive Per Hour Rate (G)	Firm All-Inclusive Per Hour Rate (H)	Firm All-Inclusive Per Hour Rate (I)	Firm All-Inclusive Per Hour Rate (J)	Firm All-Inclusive Per Hour Rate (K)	Firm All-Inclusive Per Hour Rate (L)	Sum of Columns C to L divided by 10 (M)
1		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>(Applicable Taxes Excluded):</b>												\$ _____

**Table 8**

**Schedule Of Milestone Payments**

Milestone # (A)	Description (B)	% Of Total Implementation Price From Table 2 (C)
1	Project kick-off meeting	0%
2	Support IT with installation and Configuration of the Solution	10%
3	Deployment of the Solution in various environments	10%

<b>4</b>	Quality Assurance and Testing	15%
<b>5</b>	Training	15%
<b>6</b>	Implementation and Support	15%
<b>7</b>	Solution	15%
<b>8</b>	Acceptance and Close-out and ongoing support	20%
Total Implementation Price in Percentage		100%

<b>TABLE 9</b>		
<b>CALCULATION OF TOTAL BID PRICE</b>		
<b>Item # (A)</b>	<b><u>DESCRIPTION</u> (B)</b>	<b><u>All-Inclusive Lot Price</u> (C)</b>
1	Table 1- Initial Requirement Of Device Licenses	\$ _____
2	Table 2- Implementation Support	\$ _____
3	Table 3- Optional Grant For Additional Device Licenses	\$ _____
4	Table 4 - Option To Extend The Software Maintenance And Support Services Period	\$ _____
5	Table 5 - Professional Services Including Training – Via Task Authorizations	\$ _____
6	Table 6 - Optional Remote Access Training And Support – Via Task Authorizations	\$ _____
TOTAL FOR EVALUATION PURPOSES (Sum of Column C, Items 1-6) <b>(Applicable Taxes Excluded)</b>		\$ _____

ANNEX C

Security Requirement Checklist



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat  
45045-21012

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 Statistics Canada	2. Branch or Directorate / Direction générale ou Direction Operations and Integration Division
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 Explore a broader scope cloud solution (software) for OCR, OMR and ICR. This software is expected to assist OID with the improvement of the current automated data capture workflow to handle multi-mode data collection for structure and unstructured content.	
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable / À ne pas diffuser <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:
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 B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <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 <b>45045-210123</b>
Security Classification / Classification de sécurité

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  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  Yes  
Non  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<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET – SIGINT<br>TRÈS SECRET – SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux : Secret required for IT administrators

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  Yes  
Non  Oui

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

Security Classification / Classification de sécurité
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**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 CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET COMSEC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	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?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

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

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



Contract Number / Numéro du contrat <b>45045-210123</b>
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) <b>Lillian Melki</b>	Title - Titre <b>Assistant Director</b>	Signature <i>Lillian Melki</i>	
Telephone No. - N° de téléphone <b>(613) 240-5959</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <b>lillian.melki@statcan.gc.ca</b>	Date <b>May 12, 2022</b>
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) <b>Christian Monette</b>	Title - Titre <b>Manager of Personnel Security Screening</b>	Signature <i>Monette, Christian</i> <small>Digitally signed by Monette, Christian Date: 2022.05.13 12:34:43 -04'00'</small>	
Telephone No. - N° de téléphone <b>(343) 575-5361</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <b>Christian.monette@statcan.gc.ca</b>	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 type="checkbox"/> No / <input type="checkbox"/> Yes <input type="checkbox"/> Non / <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) <b>Ryan Grant</b>	Title - Titre <b>Supply Specialist</b>	Signature <i>Grant, Ryan</i> <small>Digitally signed by: Grant, Ryan DN: CN = Grant, Ryan C = CA O = GC OU = PWGSC-TPSGC Date: 2022.05.31 13:31:18 -04'00'</small>	
Telephone No. - N° de téléphone <b>(873) 355-1916</b>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <b>Ryan.Grant@tpsgc-pwgsc.gc.ca</b>	Date
17. Contract Security Officer			
Name <b>Kelly Mureta</b> Contract Security Officer Tel: 613-941-0441 <a href="mailto:kelly.mureta@tpsgc-pwgsc.gc.ca">kelly.mureta@tpsgc-pwgsc.gc.ca</a>	Title <b>Contract Security Officer</b>	Signature <i>Mureta, Kelly</i> <small>Digitally signed by Mureta, Kelly Date: 2022.05.31 08:19:20 -04'00'</small>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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## ANNEX D

### DEFINITIONS AND INTERPRETATION

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

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

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

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

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

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

**“Bank Rate”** means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

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

**“Canada Data”** means information or data, regardless of form or format: (A) disclosed by or related to the Canada’s personnel, clients, partners, joint venture participants, licensors, vendors or Contractors; (B) disclosed by or related to End Users of the Services; or (C) collected, used or processed by, or stored for, the Services; which is directly or indirectly: (i) disclosed to the Contractor or Contractor Subcontractors by or on behalf of the Canada or End Users; (ii) to which the Contractor or any Contractor Subcontractors obtains access, intentionally or inadvertently; (iii) resident on any Asset, or on any other network, System or Hardware used or managed for Canada by the Contractor for the Services and Contractor’s services, including Contractor Infrastructure; or (iv) generated, developed, acquired or otherwise obtained by the Contractor or any Contractor Subcontractor or Sub-processor as part of or in the course of providing the Services; and includes all information derived from such information and all metadata forming part of or associated with such information. For greater certainty, “Canada Data” includes all information and data stored in or processed through the Services, Assets, or Contractor Infrastructure.

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

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

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

“**Cloud Computing**” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.

“**Cloud Infrastructure**” means the collection of hardware and software that enables the five essential characteristics of cloud computing. The cloud infrastructure can be viewed as containing both a physical layer and an abstraction layer. The physical layer consists of the hardware resources that are necessary to support the cloud services being provided, and typically includes server, storage and network components. The abstraction layer consists of the software deployed across the physical layer, which manifests the essential cloud characteristics. Conceptually the abstraction layer sits above the physical layer. [NIST]

“**Cloud Service Provider (“CSP”)**” means the entity that owns, operates and maintains the physical infrastructure on which a Solution is hosted and from which a Solution is distributed. A CSP may also be SaaSP if they host and distribute their own and third-party solutions. “Commercially Available” means a product and/or service available to the public to obtain for use or consumption and requires no special modification or maintenance over its life cycle.

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

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

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

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

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

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

“**CRUD**” means Create, Read, Update and Delete (CRUD) operations.

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

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

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

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

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

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

“**Information Spillage**” means incidents where an Information Asset is inadvertently placed on an Asset or System that is not authorized to process it (e.g. ITSG-33, IR-9).

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

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

“**Managed Service**” means that a third party hosts the Licensed Software from an off-premise technical environment, for example in the vendor’s location or on a third party platform. The third party manages the platform and the application layer (updates, bug fixes etc.)

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

“**Podcast**” means digital audio files streamed over the internet, used by millions of listeners to learn about a huge range of subjects.

“**Public Cloud**” means the cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.

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

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

“**Personal Information**” means information that is about an identifiable individual and recorded in any form, as defined in section 3 of the Privacy Act. Examples include, but is not limited to the information

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

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

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

**“Public Cloud Services”** means a shared pool of configurable Cloud Computing service models made available to users as a rapid, on demand, elastic self service via the Internet from a Cloud Service Provider's servers as opposed to being provided from a company's own on-premises servers, but does not include managed services, training, private or on-premise cloud services, or professional or consulting services that exceed standard public commercially available support services.

**“Quick Start”** Services means a defined package of services possibly including essential training on best practices, Architecture, Deployment, Operational Design Integration, scalability, or use of the Solution. Also sometimes referred to as a Jump Start Package or Quick Start Guide.

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

**“Security Event Log”** means any event, notification or alert that a device, systems or software is technically capable of producing in relation to its status, functions and activities. Security Events Logs are not limited to security devices, but are applicable to all devices, systems and software that are technically capable of producing event logs that can be used in security investigations, auditing and monitoring. Examples of Systems that can produce security event logs are, but not limited to: firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, network, authentication services, directory services, DHCP, DNS, hardware platforms, virtualization platforms, servers, operating systems , web servers, databases, applications , application/layer 7 firewalls.

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

**“Service Location(s)”** means any facility, site or other physical location owned, leased, provisioned or otherwise occupied by the Contractor or any Contractor Sub-processor from which the Contractor or any Contractor Sub-processor provides any Public Cloud Services.

**“Services”** means

- (i) granting Solution access and usage rights;
- (ii) providing Solution Documentation;

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

**“Single Sign-On (SSO)”** means a set of credentials that allows users to access multiple applications in your organization while only needing to log in once.

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

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

**“Solution Availability”** means the percentage of minutes in a month that the Solution is operational.

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

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

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

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

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

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

**“UI (User Interface)”** means the [https://developer.mozilla.org/en-US/docs/Mozilla/Add-ons/WebExtensions/user\\_interface](https://developer.mozilla.org/en-US/docs/Mozilla/Add-ons/WebExtensions/user_interface) means by which the user and a computer system interact.

**“UX (User Experience)”** means an individual's reaction to the use of a particular product, system or service. It generally describes the emotional reaction to the use of the system mainly in light of its ease of use or the satisfaction it provides.

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

**“Workplace Technology Devices”** means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse,

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audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.

## ANNEX E

### SUPPLY CHAIN SECURITY INFORMATION ASSESSMENT PROCESS

#### Introduction

Bidders must submit specific information regarding each component of their proposed Solution's supply chain. This information is referred to as *Supply Chain Security Information (SCSI)*. This information will be used by Canada to assess whether, in its opinion, a bidder's proposed supply chain creates the possibility that the bidder's proposed Solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with the process found in this Annex. This assessment is referred to as the SCSI Assessment Process.

Bidders must provide their SCSI for a solution that is hosted within Canada's technical environment (refer to Appendix A to Annex E – Conceptual View of Technical Environment)

#### Definitions

The following words and expressions used with respect to SCI Process have the following meanings:

- a. **"OEM Name"** means the name of the original equipment manufacturer (OEM) of the product that is being ordered.
- b. **"OEM DUNS Number"** means the Data Universal Numbering System (DUNS). It is a unique nine-digit number assigned to each physical location of a business. It is a worldwide standard and is used to determine the credit score of a company. If the company does not have a DUNS number, or you are unable to find one, please fill out the requested information on "C - Ownership Information". Ownership information consists of the top 5, by percentage, investors and owners of the company. The names provided for investors and owners should be those found in investment or ownership documents for the company in question.
- c. **Product Name** means the OEM's name for the product;
- d. **Model Number** means the OEM's model and/or version number of the product.
- e. **Vulnerability Information** means the information concerning the last 5 security issues that were reported about the product. If the OEM posts this information to the CVE website, list the CVE numbers **separated by semi-colons (;)**. If the OEM does not post this information to the CVE website, you will need to ask the OEM directly for security vulnerability information and provide this information to the Canadian Centre for Cyber Security. If this is the case for a particular product, enter "see attached information" in the relevant field(s).
- f. **Supplier Name** means the name of the supplier (i.e. sub-contractors, re-seller, distributor, sub-processors, etc.) of the product that is being ordered. This includes any business entity involved in producing products or services to help complete the bidding requirements.
- g. **Supplier DUNS Number** is already explained above.
- h. **Supplier URL** means the URL of the supplier's webpage for the product.
- i. **Ownership** means the top 5, by percentage, owners of the OEM or Supplier. The names provided for owners should be those found in ownership documents for the company in question.
- j. **Investors** means the top 5, by percentage, investor in the OEM or Supplier. The names provided for owners should be those found in investment documents for the company in question.
- k. **Executives** means the executives and members of the board of directors for the company in question.

- l. **Country / Nationality** means the country which an individual listed has their primary nationality or the country in which a corporate entity is registered.
- m. **Corporate website link** means for each of OEM or Supplier name, Ownership, Investors, and Executives listed above provide a URI / URL to the information that supports the claims listed in each of the fields.
- n. **“Supply Chain Security Information”** means any information that Canada requires a Bidder or Contractor to submit to conduct a complete security assessment of the SCSI as a part of the SCSI Assessment process.

#### Supply Chain Security Information Form Submission Requirements

Bidders must provide the following information by the bid closing date (see Part 2 – Bidder Instructions, Article 2.2 – Submission of Bids):

- a. **IT Product List:** Bidders must identify the Products over which Canada's Data would be transmitted and/or on which Canada's Data would be stored, or that would be used and/or installed by the Bidder or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product:
    - i. OEM Name;
    - ii. OEM DUNS Number;
    - iii. Product Name;
    - iv. Model Number;
    - v. Vulnerability Information;
- Bidders are requested to provide the IT Product information for their proposed Solution on Page *B – IT Product List*. Bidders are also requested to insert a separate row for each Product. Bidders are requested not to repeat multiple iterations of the same Product (e.g. if the serial number and/or color is the only difference between two products, they are considered the same Product within the confines of the SCI Assessment Process).
- b. **Ownership Information:** "It is only necessary to fill out entries in ""C- Ownership Information"" if a DUNS number cannot be supplied for the OEM and/or supplier.
    - i. Supplier Name;
    - ii. Supplier DUNS Number;
    - iii. Supplier URL;
    - iv. Ownership;
    - v. Investors;
    - vi. Executives;
    - vii. Country / Nationality;
    - viii. Corporate website link.

#### Assessment of Supply Chain Security Information

- a. Canada will assess whether, in its opinion, the SCSI creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.

- b. In conducting its assessment:
- i. Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the SCSI. The Bidder will have two (2) business days (or a longer period if specified in writing by Canada) to provide the necessary information to Canada.
  - ii. Canada may use any government resources to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the SCSI.
- c. If, in Canada's opinion, there is a possibility that any aspect of the SCSI, if used by Canada, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
- i. Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Bidder's SCSI is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's SCSI. With respect to any concerns, Canada may, in its discretion, identify a potential mitigation measure that the Bidder would be required to implement with respect to any portion of the SCSI if awarded a contract.
  - ii. Upon receipt of Canada's written notice, the Bidder will be given one opportunity to submit a revised SCSI. If Canada has identified a potential mitigation measure that the supplier would be required to implement if awarded a contract, the Bidder must confirm in its revised SCSI whether or not it agrees that any awarded contract will contain additional commitments relating to those mitigation conditions. The revised SCSI must be submitted within the **10 calendar days** following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Contracting Authority).
- d. If the Bidder submits a revised SCSI within the allotted time, Canada will perform a second assessment. If in Canada's opinion, there is a possibility that any aspect of the Bidder's revised SCSI could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, the Bidder will be provided with the same type of notice described under paragraph c), above. Any further opportunities to revise the SCSI will be entirely at the discretion of Canada and all SCSI respondents will be offered the same opportunity. By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. As a result:
- i. qualification pursuant to this SCSI Assessment Process does not constitute an approval that the products or other information included as part of the SCSI will meet the requirements of the resulting contract;
  - ii. qualification pursuant to this SCSI Assessment Process does not mean that the same or similar SCSI will be assessed in the same way for future requirements;
  - iii. at any time during this bid solicitation process, Canada may advise a Bidder that some aspect(s) of its SCSI has become the subject of security concerns. At that point, Canada will notify the Bidder and provide the Bidder with an opportunity to revise its SCSI, using the process described above; and,
  - iv. during the performance of any contract resulting from this bid solicitation, if Canada has concerns regarding certain products, designs or subcontractors originally included in the

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SCSI, the terms and conditions of that contract will govern the process for addressing those concerns.

Upon completion of the SCSI Integrity Assessment, Bidders will be notified of the results through the Contracting Authority.

## Tab A – SCSI Form 2 Cover

### Supply Chain Security Information (SCSI) Vendor Submission Form



PART A - BIDDER INFORMATION	
Procurement Name:	
Date submitted:	
Solicitation Number:	
Bidder Name:	
Bidder DUNS Number:	

PART B - PRODUCT LIST
<a href="#">CLICK HERE TO ADD ITEMS +</a>

PART C - OWNERSHIP INFORMATION
<a href="#">CLICK HERE TO ADD ITEMS +</a>

Please save this form only in Excel format before submitting. Please do not use other formats.

## Tab B – IT PRODUCT LIST

Item	OEM Name	OEM DUNS Number	Product Name	Model / Version	Product URL	Vulnerability Information	Supplier Name	Supplier DUNS Number	Supplier URL	Additional Information
1										
2										
3										
4										
5										

## Tab C – Ownership Information

Item	OEM or Supplier name	Ownership	Investors	Executives	Country / Nationality	Corporate website link
1						
2						
3						

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**ANNEX F - TASK AUTHORIZATION FORM**

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

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**TASK AUTHORIZATION  
(TA) FORM**

**Contractor's Signature**

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

**Approval – Signing Authority**

<p style="text-align: center;"><b>Signatures (Client)</b></p> Name, Title and Signature of Individual Authorized to sign:  Technical Authority: _____  Date: _____	<p style="text-align: center;"><b>Signatures (PWGSC)</b></p> Contracting Authority <sup>1</sup> : _____  Date: _____
--	--

<sup>1</sup> Signature required for TA valued at \$25,000 or more, Applicable Taxes included.

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

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## ANNEX G - BID EVALUATION CRITERIA

### GENERAL

#### Purpose

This document outlines the bid evaluation process for the *Automated and Manual Data Capture Solution (AMDCS)* requirement.

#### Instructions

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

- a) Mandatory requirements are identified by the word "must". All mandatory requirements must be met in order to meet compliance with the requirements.
- b) Bid submissions must address all criteria identified in Annex G with complete supporting detail. Insufficient information to substantiate compliance or a nil response may result in the rejection of a response and may result in the bid submission deemed as non-compliant. Bidders must provide a complete technical and functional specification proposal that describes in detail how the following mandatory criteria are met. Bidder must provide a reference to the proposal page number for each mandatory requirement.
- c) References to other websites are not acceptable to meet this requirement. Canada will evaluate only the documentation provided with a Bidder's bid. Canada will not evaluate information such as references to websites where additional information can be found, or technical manuals or brochures not submitted with the bid. Relevant website references may be printed and included in proposal to support technical compliance.
- d) Bid submissions should provide documentation, such as any videos, brochures, pamphlets, and/or test results, with full explanation and background testing certification, if applicable, in order to show that every aspect of the proposed solution is compliant.

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## 1.0 Mandatory Requirements

Bids will be evaluated in accordance with the mandatory evaluation criteria as detailed herein.

Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Bids that fail to adequately respond to the mandatory evaluation criteria will be declared non-responsive and excluded from further consideration.

Each mandatory technical criterion should be addressed separately.

Only bids found to meet the mandatory evaluation criteria will proceed to the point rated evaluation criteria.

### Mandatory Criteria (MC) for Automated and Manual Data Capture Solution

ITEM #	Mandatory Criteria (MC)	Referenced Section in Bidder’s Proposal	Compliant	
			Yes	No
<b>MC1</b>	<p><b>Project Plan</b></p> <p>The Bidder must provide a Project Plan describing the approach and schedule of their Solution for completing all aspects of the project tasks and deliverables as per section <b>4.2 DELIVERABLES</b></p>			
<b>MC2</b>	<p><b>Example of Previous Project</b></p> <p>The Bidder must demonstrate experience in at least one previous project of similar size and nature that was completed within the last 10 years.</p> <p>The description must include:</p> <ul style="list-style-type: none"> <li>• An overview of the project which must include the type of data capture and extraction, volume, number of batches, the duration of the previous project, and the value of the contract;</li> <li>• The team composition of the project that provided data capture and extraction support; and</li> <li>• Identify and describe the software tools used to capture and extract the data including the number of years of experience using the tools.</li> </ul>			
<b>MC3</b>	<p>The Solution must have the functionality for automation of multi-mode data recognition and capture with Optical Character Recognition (OCR), including but not limited to:</p> <ul style="list-style-type: none"> <li>• Machine printed characters</li> </ul>			

<b>MC4</b>	The Solution must have the functionality for automation of multi-mode data recognition and capture with Optical Mark Recognition (OMR), including but not limited to: <ul style="list-style-type: none"> <li>• Checkboxes</li> <li>• Radio buttons</li> <li>• Data detection</li> </ul>			
<b>MC5</b>	The Solution must have the functionality for automation of multi-mode data recognition and capture with Intelligent Character Recognition (ICR), including but not limited to: <ul style="list-style-type: none"> <li>• Hand printed characters</li> </ul>			
<b>MC6</b>	The Solution must have the functionality for automation of multi-mode data recognition and capture based on barcode recognition			
<b>MC7</b>	The Solution must have the functionality to detect the presence of data for manual capture			
<b>MC8</b>	The Solution must allow the functionality to implement customized scripts before and after each process, and run it for each individual field (pre and post)			
<b>MC9</b>	The Solution must have the functionality to assign documents cases to users and groups per process utilizing Azure or on-premises Active Directory			
<b>MC10</b>	The Solution must have the functionality to assign permissions and roles for user access control to multiple users or groups.			
<b>MC11</b>	The Solution must have capacity to support more than 200 concurrent users at a time in the system without impacting performance (i.e. system delays, slow response time, etc.)			
<b>MC12</b>	The Solution must have the functionality to identify and assign digital files, including but not limited to: <ol style="list-style-type: none"> <li>a) Document type</li> <li>b) Document workflow</li> <li>c) Template</li> </ol>			
<b>MC13</b>	The Solution must have the functionality to extract and flag the date for manual validation, based on extraction confidence thresholds			
<b>MC14</b>	The Solution must have the functionality to export data, including but not limited to: <ol style="list-style-type: none"> <li>a) Database</li> <li>b) Directory</li> </ol>			

	c) External application			
<b>MC15</b>	The Solution must be compatible with and hosted on the internal PROTECTED B Statistics Canada cloud infrastructure.			
<b>MC16</b>	The Solution must be compatible with Microsoft Azure cloud			
<b>MC17</b>	The end-user components of the Solution must be compatible with Microsoft Azure virtual desktop			
<b>MC18</b>	The end-user components of the Solution must be compatible with Microsoft Windows 10, 11 Operating System (OS) and Microsoft Windows 365			
<b>MC19</b>	The Bidder must produce a ISO/IEC 27001/27017 certification report or a Soc 2 Type 2 Report performed by an accredited independent auditor that identifies no major deficiencies			
<b>MC20</b>	The data storage and processing of the Solution must comply with GC data residency policy			
<b>MC21</b>	The Solution must be interoperable through Web APIs, including but not limited to: <ul style="list-style-type: none"> <li>a) The Solution will integrate with existing systems and repositories</li> <li>b) The Solution will gain access to: <ul style="list-style-type: none"> <li>i. External systems and business data</li> <li>ii. Metadata</li> <li>iii. Logs</li> <li>iv. Metrics.</li> </ul> </li> </ul>			
<b>MC22</b>	The Solution must have the functionality to communicate to external databases for the purposes of processing data and images, including but not limited to: <ul style="list-style-type: none"> <li>a) MS SQL (including Microsoft Azure Data Lake), or MySQL, or PostgreSQL</li> </ul>			
<b>MC23</b>	The Solution must have the functionality to verify data automatically extracted and manually captured against internal and external predefined lookup tables for the purpose of assigning a standard value			
<b>MC24</b>	The Solution must have the functionality to create an internal lookup table(s) with the following options, including but not limited to: <ul style="list-style-type: none"> <li>a) Add a compare value</li> <li>b) Translated values</li> </ul>			
<b>MC25</b>	The Solution must have the functionality to define a dictionary lookup to provide			

	suggested values to operators for manual capture based on a confidence and threshold level			
<b>MC26</b>	The Solution must have the functionality for file prioritization, including but not limited to: a) Batch b) Job type c) Individual documents			
<b>MC27</b>	The Solution must have the functionality to enhance images, including but not limited to: a) Cropping b) Background whitening c) Colour dropouts d) Rotate e) Despeckle (noise reduction) f) Front and back image swap g) Re-ordering h) Re-sizing to align with templates i) Dots per inch (dpi) conversion to a minimum of 200dpi			
<b>MC28</b>	The Solution must have the functionality to detect anchor points for alignment, including but not limited to: a) Image b) Text on image (alignment of the image based on orientation of any text/data on the image) c) Cross lines d) OCR'd text (specified text in a pre-defined area)			
<b>MC29</b>	The Solution must have the automatic and manual functionality to identify and match images to templates, including but not limited to: a) Job name b) Language c) Batch information d) Template order			
<b>MC30</b>	The Solution must have the functionality to classify imported batch(s), file(s) and image(s) to a given job			
<b>MC31</b>	The Solution must have the functionality to automatically and manually put a file on hold, including but not limited to: a) Job b) Batch			
<b>MC32</b>	The Solution must permit users to import an unlimited number of images and pages per year			

<b>MC33</b>	The Solution must allow a batch content of up to 5000 images at a time			
<b>MC34</b>	The Solution must include automatic and manual capture processes, Quality Control and verification phases			
<b>MC35</b>	The Solution must provide an audit trail on the following processes, including but not limited to: <ul style="list-style-type: none"> <li>a) Import</li> <li>b) Identify</li> <li>c) Extract</li> <li>d) Manual Verification and Capture Process (MVCP1, MVCP2 and MVCP3)</li> <li>e) Manual Quality Control (QC)</li> <li>f) Export</li> </ul>			
<b>MC36</b>	The Solution must be able to flag a field with an identifier on whether it was automatically extracted or manually captured for QC, based on, including but limited to: <ul style="list-style-type: none"> <li>a) Threshold/confident level</li> <li>b) Operator sample rate</li> <li>c) Error rate</li> <li>d) Difference between two processes/passes</li> <li>e) Pre-defined fields</li> </ul>			
<b>MC37</b>	The Solution must have the functionality to automatically and manually flag documents and images for review – based on the following criteria, including but not limited to: <ul style="list-style-type: none"> <li>a) Missing pages</li> <li>b) Missing attachments</li> <li>c) Page ID</li> <li>d) Page count</li> <li>e) Document count</li> </ul>			
<b>MC38</b>	The Solution must have the functionality to be able to display a field value history in QC process, including but not limited to: <ul style="list-style-type: none"> <li>a) User account (automated and manual)</li> <li>b) Process</li> <li>c) Value before</li> <li>d) Value after</li> </ul>			
<b>MC39</b>	The Solution must have the functionality to produce operational data capture reports (metric of all processes), including but not limited to: <ul style="list-style-type: none"> <li>a) Pre-import and post-import <ul style="list-style-type: none"> <li>i. Job name</li> </ul> </li> </ul>			

	<ul style="list-style-type: none"> <li>ii. Language</li> <li>iii. Time Per Unit (based on batch/document set)</li> <li>iv. Batch information</li> <li>v. Counts (document sets and images) in input and output folders</li> <li>vi. Records of reclassification counts (images and batch information)</li> <li>vii. Document status</li> <li>viii. Document progress</li> <li>b) Extraction <ul style="list-style-type: none"> <li>i. Files in queues before extraction</li> <li>ii. Job name</li> <li>iii. Language</li> <li>iv. Time Per Unit (based on batch and document set)</li> <li>v. Batch information</li> <li>vi. Counts (document sets and images)</li> <li>vii. Document status</li> <li>viii. Document progress</li> </ul> </li> <li>c) Quality control <ul style="list-style-type: none"> <li>i. Verification passes</li> <li>ii. Operational quality reports</li> <li>iii. Image and document tracking</li> <li>iv. Identification and correction of systematic process errors</li> <li>v. Productivity and quality</li> <li>vi. Keying accuracy</li> <li>vii. General operational monitoring</li> </ul> </li> </ul>			
<b>MC40</b>	<p>The Solution must have the functionality to import files in multiple digital formats, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) PDF (filable and non-filable)</li> <li>b) TIFF</li> <li>c) TIF</li> <li>d) PNG</li> <li>e) JPEG</li> <li>f) Word document</li> <li>g) Excel document</li> </ul>			
<b>MC41</b>	<p>The Solution must have the functionality to import, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) Batch</li> <li>b) Individual files (single and multi-page)</li> </ul>			

	c) Individual images of a multi-page file			
<b>MC42</b>	The Solution must have the functionality for automated data extraction based on confidence thresholds per character for accuracy purposes			
<b>MC43</b>	The Solution must have the functionality to automatically and manually sample fields, including but not limited to: <ul style="list-style-type: none"> <li>a) Number of fields on an image</li> <li>b) Number of fields in a batch</li> <li>c) Operator sample based</li> <li>d) Field type</li> <li>e) Data type</li> </ul>			
<b>MC44</b>	The Solution must have the functionality to automatically identifying images to a template, and extract various data formats, including but not limited to: <ul style="list-style-type: none"> <li>a) Digital images and documents</li> <li>b) Text based digital images and documents</li> </ul>			
<b>MC45</b>	The Solution must have the functionality to output data files in multiple digital formats, including but not limited to: <ul style="list-style-type: none"> <li>a) Text based <ul style="list-style-type: none"> <li>i. Option to specify file extension (i.e. csv, etc.)</li> </ul> </li> <li>b) XML customized</li> </ul>			
<b>MC46</b>	The solution must have the functionality to develop and modify template’s elements based on configurations, including but not limited to: <ul style="list-style-type: none"> <li>a) Fields</li> <li>b) Registration</li> <li>c) Identification</li> <li>d) Capture view</li> <li>e) Output order</li> <li>f) Scripts</li> <li>g) Recognition format(s)</li> <li>h) Recognition confidence levels</li> </ul>			
<b>MC47</b>	The Solution must have the functionality to manage low and high volumes of files (up to 35 million single images per month)			
<b>MC48</b>	The Solution must include the functionality to extract data in a variety of languages, including but not limited to: <ul style="list-style-type: none"> <li>a) English Characters</li> <li>b) Canadian French Characters</li> <li>c) European French Characters</li> </ul>			
<b>MC49</b>	The Solution must include the functionality to recognise handwritten,			

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	<p>machine print letters and words in variety of languages, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) English Characters</li> <li>b) Canadian French Characters</li> <li>c) European French Characters</li> </ul>			
<b>MC50</b>	The bidder must provide a plan to meet the bilingual requirements for the Solution’s interface			

### Point Rated Technical Criteria (PRTC) for Automated and Manual Data Capture Solution

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

Subject to the Phased Bid Compliance process of the RFP, bids, which fail to obtain the overall minimum required score of 60%, will be declared non-responsive, and will be given no further consideration in the evaluation process.

In addition to demonstrating the requirement with written documentation, bidders should include any videos, wireframes, or screenshots as part of the bid.

ITEM #	Point Rated Technical Criteria (PRTC)	Point Rated Grid	Score	Bid Reference
<b>PRTC1</b>	The Bidder should demonstrate that the proposed Solution has Business Continuity project experience for a <b>**large</b> Government (Federal, Provincial, Territorial, Municipal, or Canadian Government) client and/or a <b>**large</b> commercial client.  <b>**Large</b> is defined as an organization with 2,500 employees or more distributed nation-wide or internationally.	<b>Maximum 12 Points</b>  6 or more projects = <b>12 points</b> 5 projects = <b>10 points</b> 4 projects = <b>8 points</b> 3 projects = <b>6 points</b> 0 projects = <b>0 points</b>		
<b>PRTC2</b>	The Solution should have the functionality for a field to have the capability for setup and detect create a field(s) that requires two consecutively identical entries for data recognition and extraction for validation purposes.	<b>Maximum 15 Points</b>  can be met natively = <b>15 points</b> can be met with configuration = <b>5 points</b> cannot be met = <b>0 points</b>		
<b>PRTC3</b>	The Solution should have the functionality to include Machine Learning (ML) models to directly support OCR, OMR and ICR functionalities	<b>Maximum 21 Points</b>  ML for OCR = <b>7 points</b> ML for OMR = <b>7 points</b> ML for ICR = <b>7 points</b> No ML = <b>0 points</b>		
<b>PRTC4</b>	The Solution should provide ease of integration of custom or pre-built ML models	<b>Maximum 20 Points</b>  can be met natively = <b>20 points</b> can be met with configuration = <b>10 points</b> cannot be met = <b>0 points</b>		

<b>PRTC5</b>	The Solution should be compatible and available through SSC cloud brokering services. ( <a href="https://service.ssc-spc.gc.ca/en/services/dc/cloud">https://service.ssc-spc.gc.ca/en/services/dc/cloud</a> ) with other cloud solutions, including but not limited to: a) Amazon Web Services (AWS) b) Google	<b>Maximum 10 Points</b>  can be met natively = <b>10 points</b> cannot be met = <b>0 points</b>		
<b>PRTC6</b>	The Solution should be compatible with Cloud Native (Microsoft Edge, Google Chrome, Firefox, Microsoft 365 support) tools, including but not limited to: a) Kubernetes b) Containerization	<b>Maximum 10 Points</b>  Kubernetes' compatibility = <b>4.5 points</b> Containerization's compatibility = <b>4.5 points</b> Any additional Cloud Native tool = <b>1 point</b> No compatibility with Cloud Native Tools = <b>0 points</b>		
<b>PRTC7</b>	The Solution should have the functionality to communicate with external systems with the purposes of providing processing status updates for file tracking, data and metadata, including but not limited to: a) Provide an API (Application Programming Interface) b) Provide web services interface c) Communicate to an external API d) Communicate to external web services	<b>Maximum 16 Points</b>  API included = <b>4 points</b> Web services interface = <b>4 points</b> API external communications included = <b>4 points</b> Web services external communication included = <b>4 points</b> No API nor web services = <b>0 points</b>		
<b>PRTC8</b>	The Solution should integrate with a folder structure	<b>Maximum 15 Points</b>  can be met natively = <b>15 points</b> can be met with configuration = <b>5 points</b> cannot be met = <b>0 points</b>		
<b>PRTC9</b>	The Solution should integrate with SharePoint	<b>Maximum 15 Points</b>  can be met natively = <b>15 points</b> can be met with configuration = <b>5 points</b> cannot be met = <b>0 points</b>		
<b>PRTC10</b>	The Solution should integrate with OneDrive	<b>Maximum 15 Points</b>  can be met natively = <b>15 points</b> can be met with configuration = <b>5 points</b> cannot be met = <b>0 points</b>		

<b>PRTC11</b>	<p>The Solution should have the functionality to create customised scripts after each process, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) Import</li> <li>b) Identify</li> <li>c) Extract</li> <li>d) MVCP1, MVCP2, MVCP3 and QC</li> <li>e) Export</li> </ul>	<p><b>Maximum 23 Points</b></p> <p>customised script after import = <b>1 point</b>  customised script after identify = <b>1 point</b>  customised script after extract = <b>4 points</b>  customised script after MVCP1 = <b>4 points</b>  customised script after MVCP2 = <b>4 points</b>  customised script after MVCP3 = <b>4 points</b>  customised script after QC = <b>4 points</b>  customised script after export= <b>1 point</b></p>		
<b>PRTC12</b>	<p>The Solution should have the functionality to create customised scripts before each process, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) Import</li> <li>b) MVCP1, MVCP2, MVCP3 and QC</li> <li>c) Export</li> </ul>	<p><b>Maximum 17 Points</b></p> <p>customised script before import = <b>1 point</b>  customised script before MVCP1 = <b>4 points</b>  customised script before MVCP2 = <b>4 points</b>  customised script before MVCP3 = <b>4 points</b>  customised script before QC = <b>3 points</b>  customised script before export= <b>1 point</b></p>		
<b>PRTC13</b>	<p>The Solution should have the functionality to leverage external lookup table(s) with the following options, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) Add a compare value</li> <li>b) Translated value</li> <li>c) Extra column(s)</li> </ul>	<p><b>Maximum 20 Points</b></p> <p>can be met natively = <b>20 points</b>  can be met with configuration = <b>10 points</b>  cannot be met = <b>0 points</b></p>		
<b>PRTC14</b>	<p>The Solution should have the functionality for de-prioritization, including but not limited to:</p> <ul style="list-style-type: none"> <li>a. Batch</li> <li>b. Job type</li> <li>c. Individual documents</li> </ul>	<p><b>Maximum 15 Points</b></p> <p>can be met natively = <b>15 points</b>  can be met with configuration = <b>5 points</b>  cannot be met = <b>0 points</b></p>		
<b>PRTC15</b>	<p>The Solution should have the functionality to create templates based on a specification file, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) Generation fields in specific locations</li> <li>b) Field size</li> <li>c) Field types</li> <li>d) Value lengths</li> <li>e) Threshold</li> <li>f) Edit masks</li> <li>g) Mandatory input</li> </ul>	<p><b>Maximum 15 Points</b></p> <p>can be met natively = <b>15 points</b>  can be met with configuration = <b>5 points</b>  cannot be met = <b>0 points</b></p>		

<b>PRTC16</b>	<p>The Solution should have the functionality to customize operational data capture reports (metric of all processes), including but not limited to:</p> <ul style="list-style-type: none"> <li>a) Pre-import and Post-import <ul style="list-style-type: none"> <li>i. Job name</li> <li>ii. Language</li> <li>iii. Time Per Unit (based on batch/document set)</li> <li>iv. Batch information</li> <li>v. Counts (document sets and images) in input and output folders</li> <li>vi. Records of reclassification counts (images and batch information)</li> <li>vii. Document status</li> <li>viii. Document progress</li> </ul> </li> <li>b) Extraction <ul style="list-style-type: none"> <li>i. Files in queues before extraction</li> <li>ii. Job name</li> <li>iii. Language</li> <li>iv. Time Per Unit (based on batch/document set)</li> <li>v. Batch information</li> <li>vi. Counts (document sets and images)</li> <li>vii. Document status</li> <li>viii. Document progress</li> </ul> </li> <li>c) Quality control <ul style="list-style-type: none"> <li>i. Verification passes</li> <li>ii. Operational quality reports</li> <li>iii. Image and document tracking</li> <li>iv. Identification and correction of systematic process errors</li> <li>v. Productivity and quality</li> <li>vi. Keying accuracy</li> <li>vii. General operational monitoring</li> </ul> </li> </ul>	<p><b>Maximum 15 Points</b></p> <p><b>2.5 Points</b> for Pre-import Reports  <b>2.5 Points</b> for Post-import Reports  <b>5 Points</b> for Extraction Reports  <b>5 Points</b> for Quality Control</p>		
<b>PRTC17</b>	<p>The Solution should have the functionality to automatically classify and extract various file</p>	<p><b>Maximum 20 Points</b></p>		

	types that contain structured and unstructured data formats, including but not limited to: <ul style="list-style-type: none"> <li>a) PDFs</li> <li>b) Fillable PDFs</li> <li>c) Excel spreadsheets</li> <li>d) Word documents</li> <li>e) The solution must have the functionality to recognize multiple kinds of barcode</li> </ul>	<b>4 points</b> per item		
<b>PRTC18</b>	The Solution should have the functionality to output files in multiple digital formats, including but not limited to: <ul style="list-style-type: none"> <li>a. Word document</li> <li>b. Excel document</li> </ul>	<b>Maximum 5 Points</b>  <b>2 points</b> per item <b>1 point</b> for alternative digital formats		
<b>PRTC19</b>	The Solution should have the functionality to provide shortcut options, including but not limited to: <ul style="list-style-type: none"> <li>a) Copy selected data</li> <li>b) Paste selected data</li> <li>c) Delete selected data</li> <li>d) Delete the full field data</li> <li>e) Delete image and document set</li> <li>f) Skip image</li> <li>g) Rotate image</li> <li>h) View attachments</li> <li>i) View all batch images</li> <li>j) Send image to review</li> <li>k) Open a specific file</li> <li>l) Running an external application</li> <li>m) Open a directory</li> <li>n) Document re-routing</li> <li>o) Display a given field(s) for each process values and operator during the manual capture</li> <li>p) Display a given page's user history during the manual capture</li> <li>q) Switch between colour (grayscale included) and bitonal images</li> </ul>	<b>Maximum 8.5 Points</b>  <b>0.5 points</b> per item		

<b>PRTC20</b>	The Solution should have a functionality for administrators to run the solution as a different user, included but not limited to: a) Developers b) Automatic processes i) Import ii) Identify iii) Extract iv) Commit	<b>Maximum 15 Points</b>  can be met natively = <b>15 points</b> can be met with configuration = <b>5 points</b> cannot be met = <b>0 points</b>		
<b>PRTC21</b>	The Solution should be bilingual and include a language toggle for English and French	<b>Maximum 10 Points</b>  can be met natively = <b>10 points</b> cannot be met = <b>0 points</b>		
<b>PRTC22</b>	The Solution should include the functionality to extract data in a variety of languages other than mandatory languages, including but not limited to: a) German b) Mandarin c) Cantonese d) Italian e) Dutch f) Japanese g) Korean h) Portuguese i) Spanish j) Indigenous languages in Canada (i.e. Algonquin, Athabaskan, Haida, Inuktitut (Inuit), Iroquoian, Ktunaxa (Kutenai), Michif, Salish, Siouan, Tsimshian, Wakashan, etc.)	<b>Maximum 3 Points</b>  1 point per language <b>1 point</b> if any Indigenous languages in Canada is identified <b>1 point</b> for other globally recognised languages not listed		
<b>PRTC23</b>	The Solution should have the functionality to recognise handwritten, machine print letters and words in a variety of languages other than mandatory languages, including but not limited to: a) German b) Mandarin	<b>Maximum 3 Points</b>  1 point per language <b>1 point</b> if any Indigenous languages in Canada is identified <b>1 point</b> for other globally recognised languages not listed		

	<ul style="list-style-type: none"> <li>c) Cantonese</li> <li>d) Italian</li> <li>e) Dutch</li> <li>f) Japanese</li> <li>g) Korean</li> <li>h) Portuguese</li> <li>i) Spanish</li> <li>j) Indigenous languages in Canada (i.e. Algonquin, Athabaskan, Haida, Inuktitut (Inuit), Iroquoian, Ktunaxa (Kutenai), Michif, Salish, Siouan, Tsimshian, Wakashan, etc.)</li> </ul>			
<b>PRTC24</b>	<p>The Solution should support accessibility and adaptive technologies in order to meet the needs of the visually, auditorily and physically impaired, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) Magnification</li> <li>b) Audio assist</li> </ul>	<p><b>Maximum 10 Points</b></p> <p>can be met natively = <b>9 points</b>  can be met with configuration = <b>4 points</b>  Additional options = <b>1 point</b>  cannot be met = <b>0 points</b></p>		
<b>PRTC25</b>	<p>The bidder should provide a detailed process plan to meet the bilingual requirements for the Solution's interface.</p>	<p><b>Maximum 20 Points</b></p> <p>can be met natively = <b>20 points</b></p> <p>can provide the bilingual solution within 4 months of contract award = <b>10 points</b></p> <p>can provide the bilingual solution within 6 months of contract award = <b>5 points</b></p>		
<b>PRTC26</b>	<p>The Solution should be configurable (no-code, low-code) based on permissions and roles, including but not limited to:</p> <ul style="list-style-type: none"> <li>a) Administrators</li> <li>b) Developers (functionality to lock and unlock various functions. For example: template, job set up, folder structure, connectivity to databases)</li> <li>c) Automated system processes <ul style="list-style-type: none"> <li>i. Import files</li> <li>ii. Identify files</li> </ul> </li> </ul>	<p><b>Maximum 15 Points</b></p> <p><b>3 points</b> per item</p>		

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	iii. Extract document data iv. Export data d) Manual Verification and Capture Process (MVCP1, MVCP2 and MVCP3) e) Manual Quality Control (QC)			
	<b>Total</b>		<b>/363.5 Points</b>	

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## ANNEX I - BIDDER FORMS

FORM 1 - BID SUBMISSION FORM		
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name:	
	Title:	
	Address:	
	Telephone #:	
	Fax #:	
	Email:	
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
<b>Jurisdiction of Contract:</b> Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?  Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "	

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**FORM 1 - BID SUBMISSION FORM**

	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>
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<p><b>Canadian Content Certification</b></p> <p>As described in the solicitation, bids with at least 80% Canadian content are being given a preference.</p> <p><i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i></p>	<p>On behalf of the Bidder, by signing below, I confirm that <i>[check the box that applies]:</i></p>	
	<p>At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</p>	
	<p>Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</p>	

<p><b>Hardware:</b></p> <p><i>(Contracting Authority should only insert when Supplemental General Conditions 4001 have been inserted in Part 7).</i></p>	<p>Toll-Free Telephone Number for maintenance services:</p>	
	<p>Website for maintenance services:</p>	

<p><b>Licensed Software Maintenance and Support:</b></p> <p><i>(Contracting Authority should only insert when supplemental General Conditions 4004 has been inserted in Part 7).</i></p>	<p>Toll-free Telephone Access:</p>	
	<p>Toll-Free Fax Access:</p>	
	<p>E-Mail Access:</p>	
	<p>Website address for web support:</p>	

<p><b>Security Clearance Level of Bidder</b></p> <p><b>[include both the level and the date it was granted]</b></p> <p><i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i></p>	
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<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p>	
<p>1.</p>	<p>The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</p>
<p>2.</p>	<p>This bid is valid for the period requested in the bid solicitation;</p>
<p>3.</p>	<p>All the information provided in the bid is complete, true and accurate; and</p>
<p>4.</p>	<p>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.</p>

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<b>FORM 1 - BID SUBMISSION FORM</b>	
<b>Signature of Authorized Representative of Bidder</b>	

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**Form 2  
OEM Certification Form**

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

**Name of OEM** \_\_\_\_\_

**Signature of authorized signatory of OEM** \_\_\_\_\_

**Print Name of authorized signatory of OEM** \_\_\_\_\_

**Print Title of authorized signatory of OEM** \_\_\_\_\_

**Address for authorized signatory of OEM** \_\_\_\_\_

**Telephone no. for authorized signatory of OEM** \_\_\_\_\_

**Fax no. for authorized signatory of OEM** \_\_\_\_\_

**Date signed** \_\_\_\_\_

**Solicitation Number** \_\_\_\_\_

**Name of Bidder** \_\_\_\_\_

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**Form 3**

**Software Publisher Certification Form**

(to be used where the Bidder itself is the Software Publisher)

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

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*[Bidders should add or remove lines as needed]*

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**Form 4**  
**Software Publisher Authorization Form**  
(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

\_\_\_\_\_  
\_\_\_\_\_

*[Bidders should add or remove lines as needed]*

Name of Software Publisher (SP) \_\_\_\_\_

Signature of authorized signatory of SP \_\_\_\_\_

Print Name of authorized signatory of SP \_\_\_\_\_

Print Title of authorized signatory of SP \_\_\_\_\_

Address for authorized signatory of SP \_\_\_\_\_

Telephone no. for authorized signatory of SP \_\_\_\_\_

Fax no. for authorized signatory of SP \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_



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	Yes	No	Comments
52: False or misleading representation 53: deceptive notice of winning a prize			
<b>Corruption of Foreign Public Officials Act</b> 3: Bribing a foreign public official 4: Accounting 5: Offence committed outside Canada	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Controlled Drugs and Substance Act</b> 5: Trafficking in substance 6: Importing and exporting 7: Production of substance	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Other Acts</b> 239: False or deceptive statements of the Income Tax Act 327: False or deceptive statements of the Excise Tax Act	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comment

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ authorise PWGSC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.

I, (name) \_\_\_\_\_, (position) \_\_\_\_\_, of (company name bidder) \_\_\_\_\_ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

We appreciate your interest in doing business with The Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.

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**Form 6**  
**List of Names Form**

In accordance with Part 5, Article 5.1 – Integrity Provision – List of Names, please complete the Form below.

<b>Complete Legal Name of Company</b>	
<b>Company's address</b>	
<b>Company's Procurement Business Number (PBN)</b>	
<b>Solicitation number</b>	
<b>Board of Directors (Use Format – first name last name)</b> <b>Or put the list as an attachment</b>	
<b>1. Director</b>	
<b>2. Director</b>	
<b>3. Director</b>	
<b>4. Director</b>	
<b>5. Director</b>	
<b>6. Director</b>	
<b>7. Director</b>	
<b>8. Director</b>	
<b>9. Director</b>	
<b>10. Director</b>	
<b>Other members</b>	
<b>Comments</b>	

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**Form 7 to Part 5 – Bid Solicitation  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

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

For further information on the Federal Contractors Program for [Employment and Social Development Canada \(ESDC\)](#) - Labours' website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC -Labour.
- OR
- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC -Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC -Labour.

B. Check only one of the following:

- B1 The Bidder is not a Joint Venture.
- OR
- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).