

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

Department of Justice Canada
Finance and Planning Branch
Attention: Kayla Pordonick
kayla.pordonick@justice.gc.ca

Ministère de la Justice Canada
Direction générale des finances et de la planification
Attention : Kayla Pordonick
kayla.pordonick@justice.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Proposal To: Department of Justice Canada

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

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

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

Proposition au : Ministère de la Justice Canada

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

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

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

Title – Sujet	
Software as a Service (SaaS) - Case Management System - Office of the Federal Ombudsperson for Victims of Crime (OFOVC) and Ombuds and Informal Resolution Services Office (OIRSO)	
Solicitation No. – N° de l'invitation	Date
1000033052	March 13, 2024
Client Reference No. – N° référence du client	
1000033052	
GETS Reference No. – N° de référence de SEAG	
1000033052	
Solicitation Closes L'invitation prend fin	Time Zone Fuseau horaire
at – à 02 :00 PM – 14h00	Eastern Daylight Time (EDT)
on – le April 23, 2024	Heure Avancée de l'Est (HAE)
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address inquiries to – Adresser toute demande de renseignements à :	
Kayla Pordonick	
E-mail - Courriel	
Kayla.Pordonick@justice.gc.ca	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction	
Remote/Virtual	

Instructions: See Herein
Instructions : Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

PART 1 - GENERAL INFORMATION: provides a general description of the requirement;

PART 2 - BIDDER INSTRUCTIONS: provides the instructions, clauses and conditions applicable to the bid solicitation;

PART 3 - BID PREPARATION INSTRUCTIONS: provides bidders with instructions on how to prepare their bid;

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION: includes the certifications and additional information to be provided;

PART 6 – SECURITY REQUIREMENTS: includes specific requirements that must be addressed by bidders; and

PART 7 - RESULTING CONTRACT CLAUSES: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

Annex A - Statement of Work

Annex B - Basis of Payment

Annex C - Security Requirements Checklist

Annex D - Task Authorization Form

1.2 Summary

1.2.1 The Department of Justice Canada (JUS) has a requirement for a Software as a Service (SaaS) platform and associated services (via the issuance of Task Authorizations) to support case management of files enabling robust reporting and data analysis. This solution is required to effectively manage case files, increase capacity for trend analysis and support systemic reviews.

The case management solution must be bilingual, respect Government of Canada accessibility and security requirements, be user friendly, have a data entry interface that will avoid the possibility of overwriting information from one victim/case to another, and have an efficient search engine. The system also needs to allow the deletion of transitory information in a victim/case file upon request from the user.

The Office of the Federal Ombudsperson for Victims of Crime (OFOVC) and Ombuds and Informal Resolution Services Office (OIRSO) are two separate distinct Ombuds offices that operate within JUS. Each have a need to acquire a new commercially-available case management system. It is expected that both offices will have similar technical requirements, although specific fields/categories and work flows within the system will be different between the offices. This system should be a web-based service offered by the Contractor, where the data will be stored on a cloud (server must be located in Canada). The system should allow the OFOVC/OIRSO to capture, manage, and analyze information provided by clients/inquirers who contact the offices as well as facilitating the tracking of activities and follow-ups.

JUS intends to award one (1) contract for this solution for five (5) years with the option to extend for an additional (5) periods of one (1) year each under the same terms and conditions.

1.2.2 There are security requirements associated with this requirement. For additional information, consult *Part 6 - Security Requirements*, and *Part 7 - Resulting Contract Clauses*. For more information on personnel and organization security screening or security clauses, bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2.3 The requirement is subject to the provisions of the following:

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

- Canada-Korea Free Trade Agreement
- Canada-Ukraine Free Trade Agreement
- Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA)

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 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$33,400 for goods and \$133,800 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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 \(SACC\) 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.

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.

The *2003 (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/27>) are incorporated by reference into and form part of the bid solicitation.

Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

Section 05, *Submission of Bids*, subsection 4, of *2003 Standard Instructions - Goods or Services - Competitive Requirements*, incorporated by reference above, is amended as follows:

Delete: 60 days

Insert: 180 days

2.2 Submission of Bids

Soft copy bid submission by email

- (a) Bids must be received by the Contracting Authority (Kayla.Pordonick@justice.gc.ca) by the date and time indicated on page 1 of the solicitation; and
- (b) Canada will not be responsible for late bids received at destination after the closing date and time, even if it was submitted before.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted, and Canada Post Corporation's (CPC) Connect service is not an option at Department of Justice Canada.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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.

2.4 **Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 **Bid Challenge and Recourse Mechanisms**

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

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

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

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

1. Soft copy bid submission by email: Canada requests that bidders provide their bid in separate attachments as follows:

Section I: Technical Bid – one (1) soft copy by email

Section II: Financial Bid – one (1) soft copy by email

Section III: Certifications – one (1) soft copy by email

Section IV: Additional Information – one (1) soft copy by email

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

2. Canada requests that bidders follow the format instructions described below in the preparation of their bid:

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper size formatting;

(b) use a numbering system that corresponds to the bid solicitation.

In order to assist Canada in meeting the objectives of the [Policy on Green Procurement](#), when feasible, bidders should prepare and submit their bid as follows:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as [Canadian Standards Association \(or CSA Group\)](#), [Underwriters Laboratories \(ULSolutions\)](#); [Forest Stewardship Council \(FSC\)](#), ENERGYSTAR, etc.)

Section I: Technical Bid

- I1 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.
- I2 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.

Section II: Financial Bid

- II1 Bidders must submit their financial bid in accordance with *Part 4 - Evaluation Procedures and Basis of Selection, 4.1.2, Financial Evaluation*.
- II2 Bidders should include the following information in their financial bid:
 - 1) Their legal name;
 - 2) Their Procurement Business Number (PBN); and
 - 3) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to (a) their bid; and (b) any contract that may result from their bid.
- II3 Exchange Rate Fluctuation:
The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

- III1 Bidders must submit the certifications and additional information required under Part 5, including the attachments to Part 5.

- III2 Bidders must also submit Page 1 of this Request for Proposal, duly completed and signed and dated by a person authorized to sign on behalf of the Bidder (Vendor/firm).

Section IV: Additional Information

- IV1 Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in *Part 6 - Security Requirements*, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

- IV2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in *Part 6 – Security Requirements*.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Written Mandatory Technical Criteria

Refer to *Attachment 1 to Part 4: Technical Evaluation Criteria*.

4.1.1.2 Live Demo Mandatory Technical Criteria

Refer to *Attachment 1 to Part 4: Technical Evaluation Criteria*.

4.1.1.3 Live Demo Point Rated Technical Criteria

Refer to *Attachment 1 to Part 4: Technical Evaluation Criteria*.

Point-rated technical criteria not addressed will be given a score of zero.

4.1.1.4 Written Point Rated Technical Criteria

Refer to *Attachment 1 to Part 4: Technical Evaluation Criteria*.

Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation

- 4.1.2.1 For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with *Attachment 3 to Part 4: Financial Evaluation - Pricing Schedule*.

Should there be an error in the extended pricing of the Bidder's proposal, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the Bidder's proposal shall be changed to reflect the quantities stated in the Request for Proposal (RFP).

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 *Attachment 3 to Part 4: Financial Evaluation - Pricing Schedule*. 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.

- 4.1.2.2 The volumetric data included in the pricing schedule detailed in *Attachment 3 to Part 4: Financial Evaluation - Pricing Schedule* are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

4.2 BASIS OF SELECTION

4.2.1 Highest Combined Rating of Technical Merit and Price

- (a) To be declared responsive, a bid must:
 - (i) comply with all the requirements of the bid solicitation; and
 - (ii) meet all mandatory technical evaluation criteria.
- (b) Bids not meeting (i) or (ii) will be declared non-responsive.
- (c) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

- (d) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- (e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (g) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45)

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

4.2.2 In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in *Attachment 1 to Part 4 - Technical Evaluation Criteria*; the responsive bid obtaining the highest overall score being ranked the highest.

ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1 Written Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

High Level Business Need	Mandatory Requirement – Written		Cross Reference to Proposal
General Requirements	1.1	The Bidder must demonstrate that they are the owner of the proposed Software as a Service (SaaS)	
	1.2	The Bidder must demonstrate that the SaaS Case Management interface is available in both of Canada’s official languages (English and French).	
	1.3	The Bidder must demonstrate that the data input within the SaaS Case Management System will be stored/hosted, processed and accessed only from within Canada.	
	1.4	The Bidder must demonstrate that the SaaS follows the guidelines for accessible software in accordance with the Accessibility, Accommodation and Adaptive Computer Technology (AAACT) Program as outlined by the Government of Canada https://www.canada.ca/en/shared-services/corporate/aaact-program.html .	
	1.5	The Bidder must describe how and when (frequency) they intend to conduct maintenance, updates/upgrades and support activities to the SaaS throughout the duration of the resulting contract.	
	1.6	The Bidder must describe how they intend to conduct enhancements to the SaaS, which will be initiated via the Task Authorization (TA) process, throughout the duration of the resulting contract.	
Managing Access	1.7	The Bidder must demonstrate that it is possible to have the SaaS Case Management System and its contents available to use by identified individuals/users only (not open for general access).	
	1.8	The Bidder must demonstrate that the SaaS allows the control of users’ permissions (limited or full access) to restrict specific information to only authorized/limited users.	
	1.9	The Bidder must demonstrate that the SaaS has the ability to create new access roles without vendor assistance and development/coding.	

2 Live Demo

The bid must meet all mandatory requirements identified in 1. Written Mandatory Technical Criteria in order to move on to the Live Demo portion of the evaluation. The live demo must be conducted using the MS Teams platform. The demo may be recorded by JUS to help validate the information for the evaluators, to avoid information being missed in real time.

Once it is determined that the Bidder has met all mandatory requirements in 1. Written Mandatory Technical Criteria, the Contracting Officer or their delegate will send an email to the Bidder to inform them of their compliance and that a live demo will be scheduled to demonstrate the Bidder’s further compliance in real time with the mandatory and point rated technical criteria identified below. Attached to the email from the Contracting Officer or their delegate will be the Attachment 2 to Part 4 – Live Demo Scheduling Information Form. The Bidder will have five (5) calendar days to respond to the Contracting Officer or their delegate with their completed and signed form. Bidders that fail to complete and return the form within five (5) calendar days will be declared non-responsive and be given no further consideration.

The Contracting Officer or their delegate will schedule the live demo based on the information provided in the form and send a MS Teams meeting invite by email to the Bidder’s representatives identified on the form and the evaluation team. Best efforts will be made by JUS to schedule the demo for the identified first choice of the Bidder, but it could be any date/time that was not identified Does Not Work (DNW). The meeting invite will contain further details and instruction regarding the demo. If the Bidder has any questions, they are to communicate only with the Contracting Officer or their delegate.

Any correspondence with the evaluation team members prior to the live demo will deem the Bidder non-responsive and they will be given no further consideration.

The evaluation team as well as the Contracting Officer and/or their delegate will attend the live demo along with the representatives of the Bidder. If the Bidder cannot or does not attend the demo as scheduled, they will be declared non-responsive and be given no further consideration. The live demo will start with a brief opening and instruction from the Contracting Officer or their delegate that will take no more than five (5) minutes. The Bidder will then begin the live demo for a duration of no longer than two (2) hours. It will be up to the Bidder to clearly identify which criterion/criteria are being demonstrated and when so the evaluation team can easily follow along. It is recommended the Bidder follow the order of criteria as they appear in the evaluation criteria tables below. The Bidder must manage their time accordingly. If an evaluation team member does not feel a criterion was clearly demonstrated, they are able to identify this and give the Bidder the opportunity to further clarify/demonstrate the criterion. Evaluation team members will not identify a missed criterion.

2.1 Live Demo Mandatory Technical Criteria

The Bidder must demonstrate during the live demo that their proposed SaaS meets the mandatory technical criteria specified below.

Bids which fail to meet the live demo mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately during the demo.

High Level Business Need	Mandatory Requirement – Live Demo	
Record Creation and Management	Adaptation of Application – The Bidder must demonstrate that the SaaS:	
	2.1.1	Allows the migration of old database information into the new system (has the ability to upload and/or import records from a CSV, Database, etc. standardized file formats).
	Inputting of Data – The Bidder must demonstrate that the SaaS:	
	2.1.2	Allows system administrators to create new fields/categories and modify existing fields/categories without vendor assistance and development/coding (for example when identifying the issue/topic of the contact, or the agency involved).
	2.1.3	Allows the users to capture, store and report on victim, offender and stakeholder information (e.g., victim identification number, victim demographic information (gender, age, region, language, etc.), contact dates, type of crimes, timelines from point of contact to response provided with automatic reminders for follow up, status of inquiry/complaint, issues, departments/organizations involved, time spent by OFOVC staff working on the file, key contacts, sensitive dates, activity logs (e.g., emails in/out, calls in/out, meetings), etc.).
	Ability for the User to Upload and Retain Various Sources of Files as Attachments – The Bidder must demonstrate that the SaaS:	
	2.1.4	Has the ability to upload and retain emails (MS Outlook, eml format, msg format, pst format) as attachments.
	2.1.5	Has the ability to upload and retain Office suite formats (MS Word, MS Excel, PDF, OpenOffice, Google Docs) as attachments.
2.1.6	Has a search function based on various fields (has the capacity to search the system using multiple search -words, or fields, or both).	
Integration	Integration with Outlook – The Bidder must demonstrate that the SaaS:	
	2.1.7	Has the ability to import emails and attachments from Outlook 2016 or higher.
Reporting	Reporting and Dashboards – The Bidder must demonstrate that the SaaS:	
	2.1.8	Allows users to pull customizable reports, or dashboards, or both, that provide a snapshot of key metrics.
	2.1.9	Allows users to pull historical reporting to analyze trends and patterns over time in cases.
	2.1.10	Allows users to track and monitor of progress on cases.

2.2 Live Demo Point Rated Technical Criteria

The score obtained from the point rated technical criteria below will only be applicable if it is determined that the Bidder meets all the mandatory technical criteria identified in 2.1 Live Demo Mandatory Technical Criteria.

Each point rated technical criterion should be demonstrated separately.

Point rated criteria not demonstrated in the Bidder's live demo will result in a score of zero being assigned against that particular criterion.

High Level Business Need	Point Rated Requirement – Live Demo		
Record Creation and Management	Inputting of Data – The Bidder should demonstrate that the SaaS:		Scoring
	2.2.1	Can populate information into user templates to create Word or PDF documents automatically (e.g., case briefings/summaries).	Yes = 3 Points No = 0 Points
	2.2.2	Has the ability to make connections between cases and identify the connections/relationships (i.e., victim, witness, family member of victim, offender, etc.).	Yes = 1 Point No = 0 Points
	Ability for the User to Upload and Retain Various Sources of Files as Attachments – The Bidder should demonstrate that the SaaS:		Scoring
	2.2.3	Has the ability to upload and retain audio format files as attachments (maximum 25 MB per attachment).	Yes = 1 Point No = 0 Points
	2.2.4	Has the ability to upload and retain video format files as attachments (maximum 4.7 GB per attachment).	Yes = 1 Point No = 0 Points
	2.2.5	Tracks and records all changes to case files (i.e., audit history).	Yes = 1 Point No = 0 Points
Integration	Integration with Outlook – The Bidder should demonstrate that the SaaS:		Scoring
	2.2.6	Has the ability to: <ul style="list-style-type: none"> - Allow users to schedule meetings with non-users, - Set calendar reminders for users based on workflow timelines and information entered, - Send a notification from the case management system via email to the user when a case or task has been assigned to them. 	Yes = 1 Point Per Bullet No = 0 Points Per Bullet Maximum: 3 Points Total
	2.2.7	Allows a user to create an email directly from a case file in the case management system that will save automatically in the case file when the email is sent.	Yes = 1 Point No = 0 Points
	Other Integration – The Bidder should demonstrate that the SaaS:		Scoring
	2.2.8	Connects with MS Azure/Active Directory for user authentication.	Yes = 1 Point No = 0 Points
	2.2.9	Has the ability to integrate with online (web-based) forms, to prepopulate fields in the case management system from information that was submitted in the online form.	Yes = 3 Points No = 0 Points
Workflow	Workflow – The Bidder should demonstrate that the SaaS:		Scoring
	2.2.10	Allows system administrators to create new workflows without vendor assistance and development/coding.	Yes = 1 Point No = 0 Points
	2.2.11	Allows system administrators to modify existing workflows without vendor assistance and development/coding.	Yes = 1 Point No = 0 Points
	2.2.12	Has the ability to automatically suggest similarities between cases to the user when a new client is entered or a new case is received.	Yes = 1 Point No = 0 Points
	2.2.13	Has the ability to automatically generate workflow steps and attach documents to the case record.	Yes = 1 Point No = 0 Points
	2.2.14	Allows for user-specific dashboards that list the cases assigned to users.	Yes = 1 Point No = 0 Points

	2.2.15	Allows for the user-specific dashboards to display case statuses (open, closed, ongoing) and have the case no longer appear on the active/open dashboard once it has been closed.	Yes = 1 Point No = 0 Points
	2.2.16	Allows for group/team dashboards.	Yes = 1 Point No = 0 Points
	2.2.17	Allows the user to identify a lead on a case, as well as a collaborator (someone offering assistance to the lead).	Yes = 1 Point No = 0 Points
	2.2.18	Allows users to assign activities/tasks to other users, with the assigned activity automatically updating to the dashboard of the user to whom it was assigned.	Yes = 1 Point No = 0 Points
	2.2.19	Has the ability to provide alerts and/or flags (pop-ups) that would highlight key (sensitive) dates in a case.	Yes = 1 Point No = 0 Points
Managing Access	Managing Access – The Bidder should demonstrate that the SaaS:		Scoring
	2.2.20	Provides user documentation to enable onboarding, training and self-help for authorized users.	Yes = 3 Points No = 0 Points
	2.2.21	Has the ability to send notifications to a system administrator when a pre-identified (based on sensitivity, high profile nature, etc.) file has been viewed or shared.	Yes = 1 Point No = 0 Points
Reporting	Reporting and Dashboards – The Bidder should demonstrate that the SaaS:		Scoring
	2.2.22	Enables users to interact with reports by clicking on specific elements or areas, granting them access to additional, in-depth information for analysis.	Yes = 1 Point No = 0 Points
	2.2.23	Allows users to export reports into formats such as Word, PDF, Excel (XLS) and/or CSV.	Yes = 1 Point No = 0 Points
	2.2.24	Allows users to email reports in file formats such as HTML, Word, PDF and/or XLS.	Yes = 1 Point No = 0 Points

3 Written Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria (both written and live demo) will be evaluated and scored as specified in the table below.

Each point rated technical criterion should be addressed separately.

Written point rated criteria not addressed in the Bidder's proposal will result in a score of zero being assigned against that particular criterion.

High Level Business Need	Point Rated Requirement – Written	Scoring	Cross Reference to Proposal
Previous Experience	<p>3.1 The Bidder should demonstrate that it has experience developing and deploying a SaaS case management system solution for other Ombudsperson offices.</p> <p>In order to obtain points, for each Ombudsperson office, the following information should be provided:</p> <ol style="list-style-type: none"> 1. Name of the client organization 2. A brief description of the SaaS case management system (including number of users); 3. The dates/duration of the SaaS solution; (minimum of six (6) months of operation) 4. The roles of resources/personnel involved in providing the associated services; and 5. A Client Reference for the SaaS solution (name, title and email address) 	<p>1 Point per SaaS case management system solution. Up to a maximum of five (5) solutions.</p> <p>NOTE: only one solution per unique Ombudsperson will be given points</p>	

ATTACHMENT 2 TO PART 4 – LIVE DEMO SCHEDULING INFORMATION FORM

Bidder's Name:	
Language Demo Will Be Provided In:	<input type="checkbox"/> English <input type="checkbox"/> French
Estimated Duration of Demo (not to exceed 2hrs):	

Bidder's Representative(s) that will Attend the Demo	
Name	Email Address

(Bidder to add more columns if needed)

DATE AND TIME PREFERENCES FOR DEMO			
Date	Time (EDT)	Bidder's Preference	
		<input type="checkbox"/> 1st Choice	<input type="checkbox"/> 2nd Choice <input type="checkbox"/> 3rd Choice <input type="checkbox"/> DNW
		<input type="checkbox"/> 1st Choice	<input type="checkbox"/> 2nd Choice <input type="checkbox"/> 3rd Choice <input type="checkbox"/> DNW
		<input type="checkbox"/> 1st Choice	<input type="checkbox"/> 2nd Choice <input type="checkbox"/> 3rd Choice <input type="checkbox"/> DNW

Legend: DNW = Date/time does not work for the Bidder

NOTE: Dates and times will be added when the Contracting Authority or their delegate sends the email to the Bidder.

BIDDER'S CERTIFICATION	
The Bidder certifies that it has completed the form and can be available on the dates/times as identified above, other than the one(s) selected DNW.	
Name of Bidder's Representative:	
Telephone Number:	
Signature and Date:	

ATTACHMENT 3 TO PART 4 – FINANCIAL EVALUATION - PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

1. OFOVC - INITIAL DELIVERABLES:

TABLE 1 - INITIAL CONTRACT PERIOD COSTS – OFOVC SOLUTION				
ITEM		A QUANTITY	B FIRM PRICE	C = A X B EXTENDED PRICE
1	Development, customization, documentation (including process mapping), testing and deployment into production	1	\$ _____	\$ _____
2	Existing data migration (approximately 55,000 active records)	1	\$ _____	\$ _____
3	End-user training and supporting training manual (for up to 20 users)	1	\$ _____	\$ _____
4	Annual Licensing, Technical Support and Fees (for up to 20 users)	5	\$ _____/year	\$ _____
TOTAL – INITIAL CONTRACT PERIOD COSTS – OFOVC SOLUTION:				\$ _____

TABLE 2 - OPTIONAL CONTRACT PERIOD COSTS – OFOVC SOLUTION Annual Licensing, Technical Support and Fees (for up to 20 users)		
OPTION PERIOD		FIRM PRICE PER YEAR
5	OPTION YEAR 1	\$ _____
6	OPTION YEAR 2	\$ _____
7	OPTION YEAR 3	\$ _____
8	OPTION YEAR 4	\$ _____
9	OPTION YEAR 5	\$ _____
TOTAL – OPTIONAL CONTRACT PERIOD COSTS – OFOVC SOLUTION:		\$ _____

2. OMBUDS AND INFORMAL RESOLUTION SERVICES OFFICE (OIRSO) – OPTIONAL DELIVERABLES

TABLE 3 - INITIAL CONTRACT PERIOD COSTS – OPTIONAL OIRSO SOLUTION				
ITEM		A QUANTITY	B FIRM PRICE	C = A X B EXTENDED PRICE
10	Development, customization, documentation (including process mapping), testing and deployment into production	1	\$ _____	\$ _____
11	End-user training and supporting training manual (for up to 7 users)	1	\$ _____	\$ _____
12	Annual Licensing, Technical Support and Fees (for up to 7 users)	5	\$ _____/year	\$ _____
TOTAL – INITIAL CONTRACT PERIOD COSTS – OPTIONAL OIRSO SOLUTION:				\$ _____

TABLE 4 - OPTIONAL CONTRACT PERIOD COSTS – OPTIONAL OIRSO SOLUTION		
Annual Licensing, Technical Support and Fees (for up to 7 users)		
OPTION PERIOD		FIRM PRICE PER YEAR
13	OPTION YEAR 1	\$ _____
14	OPTION YEAR 2	\$ _____
15	OPTION YEAR 3	\$ _____
16	OPTION YEAR 4	\$ _____
17	OPTION YEAR 5	\$ _____
TOTAL – OPTIONAL CONTRACT PERIOD COSTS – OPTIONAL OIRSO SOLUTION:		\$ _____

3. ADDITIONAL USERS – FOR OFOVC OR OIRSO (AS/WHEN REQUIRED)

TABLE 5 – ADDITIONAL USERS				
Annual Licensing, Technical Support and Fees (Per User)				
CONTRACT PERIOD		A QUANTITY	B FIRM PRICE PER USER PER YEAR	C = A X B EXTENDED PRICE
18	INITIAL PERIOD	5	\$ _____	\$ _____
19	OPTION YEAR 1	1	\$ _____	\$ _____
20	OPTION YEAR 2	1	\$ _____	\$ _____
21	OPTION YEAR 3	1	\$ _____	\$ _____
22	OPTION YEAR 4	1	\$ _____	\$ _____
23	OPTION YEAR 5	1	\$ _____	\$ _____
TOTAL – ADDITIONAL USERS:				\$ _____

4. OPTIONAL PROFESSIONAL SERVICES – FOR OFOVC OR OIRSO (AS/WHEN REQUIRED)

TABLE 6 – PROFESSIONAL SERVICES – ADDITIONAL CUSTOMIZATION/ENHANCEMENTS				
To be provided as/when required via the issuance of Task Authorizations (TAs)				
CONTRACT PERIOD		A QUANTITY	B FIRM HOURLY RATE	C = A X B EXTENDED PRICE
24	INITIAL PERIOD	100	\$ _____	\$ _____
25	OPTION YEAR 1	20	\$ _____	\$ _____
26	OPTION YEAR 2	20	\$ _____	\$ _____
27	OPTION YEAR 3	20	\$ _____	\$ _____
28	OPTION YEAR 4	20	\$ _____	\$ _____
29	OPTION YEAR 5	20	\$ _____	\$ _____
TOTAL – PROFESSIONAL SERVICES – ADDITIONAL CUSTOMIZATION/ENHANCEMENTS:				\$ _____

TABLE 7 – PROFESSIONAL SERVICES - TRAINING				
To be provided as/when required via the issuance of Task Authorizations (TAs)				
CONTRACT PERIOD		A QUANTITY	B FIRM HOURLY RATE	C = A X B EXTENDED PRICE
30	INITIAL PERIOD	70	\$ _____	\$ _____
31	OPTION YEAR 1	15	\$ _____	\$ _____
32	OPTION YEAR 2	15	\$ _____	\$ _____
33	OPTION YEAR 3	15	\$ _____	\$ _____
34	OPTION YEAR 4	15	\$ _____	\$ _____
35	OPTION YEAR 5	15	\$ _____	\$ _____
TOTAL – PROFESSIONAL SERVICES - TRAINING:				\$ _____

TABLE 8 – PROFESSIONAL SERVICES – TRANSITION OUT				
To be provided as/when required via the issuance of Task Authorizations (TAs)				
CONTRACT PERIOD		A QUANTITY	B FIRM HOURLY RATE	C = A X B EXTENDED PRICE
36	INITIAL PERIOD	20	\$ _____	\$ _____
37	OPTION YEAR 1	20	\$ _____	\$ _____
38	OPTION YEAR 2	20	\$ _____	\$ _____
39	OPTION YEAR 3	20	\$ _____	\$ _____
40	OPTION YEAR 4	20	\$ _____	\$ _____
41	OPTION YEAR 5	20	\$ _____	\$ _____
TOTAL – PROFESSIONAL SERVICES – TRANSITION OUT:				\$ _____

TOTAL EVALUATED PRICE OF THE BID		
		TABLE TOTALS
TABLE 1	TOTAL – INITIAL CONTRACT PERIOD COSTS – OFOVC SOLUTION	\$ _____
TABLE 2	TOTAL – OPTIONAL CONTRACT PERIOD COSTS – OFOVC SOLUTION	\$ _____
TABLE 3	TOTAL – INITIAL CONTRACT PERIOD COSTS – OPTIONAL OIRSO SOLUTION	\$ _____
TABLE 4	TOTAL – OPTIONAL CONTRACT PERIOD COSTS – OPTIONAL OIRSO SOLUTION	\$ _____
TABLE 5	TOTAL – ADDITIONAL USERS	\$ _____
TABLE 6	TOTAL – PROFESSIONAL SERVICES – ADDITIONAL CUSTOMIZATION/ENHANCEMENTS	\$ _____
TABLE 7	TOTAL – PROFESSIONAL SERVICES - TRAINING	\$ _____
TABLE 8	TOTAL – PROFESSIONAL SERVICES – TRANSITION OUT	\$ _____
TOTAL EVALUATED PRICE (sum of Table 1 to Table 8):		\$ _____

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled *Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-iff/politique-policy-eng.html>), the Bidder must complete and return the *Attachment 2 to Part 4 - Integrity Regime Verification Form*, to be given further consideration in the procurement process.

5.2.2 Security Requirements – Required Documentation

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form for Canadian Bidder or the Initial International Security Screening (IISS) form for foreign Bidder to be given further consideration in the procurement process.

A copy of the fillable forms as well as the accompanying instructions have been provided as separate documents with the RFP.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR or IISS form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR or IISS form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.3 Federal Contractors Program for Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "*FCP Limited Eligibility to Bid*" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website

(<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html>)

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

5.2.4 Former Public Servant

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

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

Former Public Servant

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

Former Public Servant – Competitive Bid

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

A. Definitions

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

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

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

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

B. Former Public Servant in Receipt of a Pension

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

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

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

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

C. Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

ATTACHMENT 2 TO PART 5 - INTEGRITY REGIME VERIFICATION FORM

The supplier should complete the Form and submit it precedent to contract award.*

Supplier's legal name:	
Organizational structure:	<input type="checkbox"/> corporate entity <input type="checkbox"/> privately owned corporation <input type="checkbox"/> sole proprietor
Bidder's address:	
Procurement Business Number (PBN):	

Directors / Owners *		
First Name	Last Name	Position (if applicable)

* Note:

- i. Suppliers, including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- ii. Privately owned corporations must provide the names of the owners of the corporation.
- iii. Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- iv. Suppliers that are a partnership do not need to provide a list of names.

PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

6.1.1 Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in *Part 7 - Resulting Contract Clauses*;
- (b) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in *Part 3 – Bid Preparation Instructions, Section IV: Additional Information*.

6.1.2 Before access to sensitive information is provided to the Bidder, the following conditions must be met:

- (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in *Part 7 - Resulting Contract Clauses*.
- (b) the Bidder's security capabilities must be met as indicated in *Part 7 - Resulting Contract Clauses*;

6.1.3 For additional information on security requirements, bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

PART 7 - RESULTING CONTRACT CLAUSES

This Contract is between [CONTRACTOR NAME (*to be completed at contract award*)] (the "Contractor") and The Department of Justice Canada.

1. Requirement

1.1 Services. The Contractor agrees to provide the services identified in Annex A – Statement of Work, which includes, at a minimum:

- (i) granting usage rights to the Software as a Service (SaaS) Solutions ("Solution(s)") identified in Annex A provided by or hosted by the Contractor;
- (ii) providing Solution Documentation;
- (iii) maintaining, upgrading, and updating the Solution(s);
- (iv) managing incidents and defects to ensure the Solution(s) operate at the applicable service levels;
- (v) providing incidental and additionally required information technology infrastructure services;
- (vi) infrastructure services required to deliver the Solution;
- (vii) data migration services;
- (viii) end user training services; and
- (ix) transition services at the end of the contract period.

1.2 Professional Services. The Contractor agrees to provide the following Professional Services, as and when requested by Canada, using the Task Authorization process:

- (a) training services; and
- (b) customization/enhancement services.

1.3 Client. Under the Contract, the "Client" is the Department of Justice Canada.

1.4 Reorganization of Clients. The Contractor's obligation to provide the Services and perform the Work will not be affected by (and no additional fees will be payable as a result of) any form of reorganization or restructuring of any Client. Canada may designate replacement Contracting Authority or Technical Authority.

1.5 Security Requirement.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # 1000033052

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

2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive site(s) must be citizens of Canada and must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.

3. The Contractor personnel requiring access to sensitive information, assets, or site(s) with a Privileged User Account must be citizens of Canada and must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.

4. The Contractor MUST NOT utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.

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

6. Data residency for electronic data at rest at the level of PROTECTED B or higher must be within Canada.

7. Sensitive information and assets with a security classification higher than Protected B must not be processed, produced, or stored in a cloud-based system.

8. Any Contractor, or third party, providing cloud-based solutions in support of the Contract must be assessed and authorized by Canada, and must comply with the security requirements in the GC Security Control Profile for Cloud-Based GC IT Services of Protected B, Medium Integrity and Medium Availability (PBMM), for the scope of the solution provided. Prior to contract award, the contractor must provide evidence, and confirmation to Canada of a completed Cloud Service Provider Information Technology Security assessment (ITSM.50.100), performed by the Client Department, or the Canadian Centre for Cyber Security (CCCS). For information, guidance, and training to conduct a local IT assessment contact CCCS at contact@cyber.gc.ca. The Client Department IT Security Authority must perform a Security Assessment and Authorization (SA&A) in accordance with Government of Canada Cloud Security Risk Management Approach and Procedures. Contractors must provide the required information to the IT

Security Authority upon request. Following completion of a Local IT Assessment and SA&A, the Client Department must provide confirmation by email to SPAC.DGSSSIDINUAGE-DOBISSIDCLOUD.PSPC@tpsgc-pwgsc.gc.ca.

9. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CSP/PWGSC.

10. The Contractor must comply with the provisions of the:

- (a) Security Requirements Check List and security guide, attached at Annex C;
- (b) Contract Security Manual (Latest Edition); and
- (c) CSP website: Security requirements for contracting with the Government of Canada, located at www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html.

2. Term, Termination and Auto Renewal

2.1 Contract Period. The Contract Period includes the entire period of time during which the Contractor is obliged to provide the Services and perform the Work.

2.2 Initial Term. This Contract begins on the date the Contract is awarded and ends five (5) years thereafter.

2.3 Option Periods. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) one (1) year periods 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. Canada may exercise the option(s) at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may be exercised only by the Contracting Authority, and will be evidenced, for administrative purposes only, through an amendment to the Contract.

2.4 Auto-Renewal Opt Out. Canada hereby provides notice to the Contractor that it opts out of any auto-renewal of the term obligation. The Contractor acknowledges receipt of the notice, and represents that this Contract will be valid only until the end of the Contract Period, as defined above.

2.5 Change in Consumption. The Contractor grants to Canada the irrevocable option to increase or decrease their consumption of the SaaS products or services detailed in Annex A at the time of contract renewal. Where Canada's consumption of a specific SaaS products or services is decreased, the Contractor agrees that no penalty shall apply as a result, although per unit pricing may be adjusted given a decrease in consumption as indicated in Annex B - Basis of Payment.

3. Solution

3.1 Software as a Service. The Contractor will deliver the Solution through a Software as a Service ("SaaS") delivery model, allowing Canada to access and use the Solution which is hosted by the Contractor.

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

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

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

- (a) The Contractor must maintain and continuously improve the Solution and infrastructure throughout the Contract Period on a commercially reasonable basis, and must provide those improvements and enhancements to Canada as part of Canada's subscription, with no price adjustment if those improvements and enhancements are also offered to other customers at no additional cost.
- (b) If the Contractor removes any functions from the commercial offering to the Solution and offers those functions in any new or other services or products, the Contractor must continue to provide those functions to Canada as part of Canada's subscription to the Services, under the existing terms and conditions of the Contract regardless of whether those other services or products also contain new or additional functions. The

Contractor has no obligation to comply with this paragraph if the Solution acquired by Canada is still offered by Contractor in parallel with the new services offered to other customers.

- 3.5 Downgrade.** If the Contractor is unable to provide the Services with no less favourable core features and functionality, the Contractor will provide written Notice to Canada identifying the circumstance, and alternative options, specifically including a reduction in pricing. If no proposed alternative option is acceptable to Canada, the Contractor agrees to consent to a termination of the Contract. The Contractor agrees to immediately repay the portion of any advance payment for the Services that is unliquidated at the date of the termination to Canada.
- 3.6 No Infringement.** The Contractor warrants that, **to the best of its knowledge**, nothing in the Solution, or in Canada's use of the Solution, **does or will** infringe or constitute a misappropriation of the intellectual property or other rights of a third party.

4. Services

4.1 Solution Services

- (a) **Software as a Service.** The Contractor will provide all Services required for Canada to access and use the Solution as specified in Annex A.
- (b) **Authority.** The Contractor represents and warrants that it owns or has obtained and will maintain throughout the Contract Period, all necessary authority specifically including intellectual property rights required to provide the Services in accordance with the terms of this Contract.
- (c) **Indemnification.** If anyone claims that as a result of Canada's access or use of the SaaS Services, Canada is infringing its intellectual property rights, Canada will promptly notify the Supplier in writing about the claim. In the above circumstances, or if anyone claims that the Supplier is infringing its intellectual property rights in relation to the subject SaaS Solution of this Contract, the Supplier must immediately do one of the following:
- (i) take all necessary steps to acquire the rights to be able to continue to provide Canada the Solution Services in accordance with the Contract;
 - (ii) modify or replace the allegedly infringing part of or the whole SaaS Solution, and continue to provide Canada the Solution Services in accordance with the Contract;
 - (iii) if the above options are not viable, the Supplier agrees to provide written notice of the claim to Canada, and propose an alternate "Replacement" SaaS Solution as a new or interim basis of the Solution Services under this Contract. The Supplier agrees to provide the new or interim Solution Services at the same price as the subject Solution Services, for the duration of the Contract Period, regardless of the Supplier's commercial price for the Replacement SaaS Solution, or whether the Replacement SaaS Solution has greater functionality. Additionally, the Supplier agrees to provide training at no additional cost if required by Canada for its use of the Replacement SaaS Solution; or
 - (iv) provide written notice to Canada to terminate the Contract, including the name of the claimant, the nature of the claim, the Supplier's purported authority to the allegedly infringing part of the SaaS Solution and a confirmation of the Supplier's inability to continue to provide Canada the Solution Services in accordance with the Contract. For this termination right, the Supplier agrees to provide Canada extended access to any GC data used or stored through the SaaS Solution for recovery or migration, and agrees to fully refund any part of the Contract Price that Canada has already paid in the previous 12 months, or from the date of infringement, whichever is earlier.

If the Supplier fails to comply with this section within a reasonable amount of time, the Supplier agrees to reimburse Canada for all the costs Canada may incur to resolve the infringement claim, including the procurement of new Solution Services.

- (d) **Accessibility:** The Contractor must ensure that the Solution does not interfere with accessibility standards compliance, as specified in the Standard on Web Accessibility: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601>.
- (e) **Usage Grant.** Subject to the quantities identified in Annex B – Basis of Payment, the Contractor grants to Canada the non-exclusive, non-assignable right to access and use the Solution from an unlimited number of locations, devices and operating environments, through secure, wireless, mobile or other connection, via the internet, a web browser or other access connection technology which may become available.
- (f) **Included.** The Contractor represents and warrants that the Services include:
- (i) hosting and maintenance of the Solution;
 - (ii) all incidental and additional required information technology infrastructure services, in compliance with all required security standards;
 - (iii) the technical infrastructure that complies with all required security standards, allowing Canada to use the Solution to process any of Client's Data in compliance with its expressed security standards; and

- (iv) unfettered access and use by the Client, regardless of the amount of data created, processed or stored by the Solution, all of which is included in the price as identified in Annex B – Basis of Payment.
- (g) **Restricted Usage Rights.** Canada acknowledges that in providing the Services, the Contractor is not delivering ownership rights to any software product, component of the Solution or infrastructure used by the Contractor to provide the Services, except as expressly provided in a Task Authorization. Canada will not knowingly:
 - (i) distribute, license, loan, or sell the Solution;
 - (ii) impair or circumvent the Solution's security mechanisms; or
 - (iii) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Solution.
- (h) **Applicable Terms and Conditions.** The Contractor has advised and Canada acknowledges that the Contractor may unilaterally modify the terms under which it provides its commercial offering of the Solution, without notice to its customers, including Canada. The Contractor represents and warrants that any such modification will not result in less favourable terms, specifically including price, service levels and remedies, regardless of any notification to the contrary.
- (i) **Additional Terms and Conditions.** The parties agree that any terms and conditions, including any "click-through" or "pop-up" notices, that apply to the Contractor's commercial offering of the Solution, including third-party tools or incidental infrastructure, will not apply to Canada's use of the Solution if those terms conflict with the express terms of this Contract. The terms and conditions of third-party tools not specified as a Service or Solution in Annex A – Statement of Work are not subject to this section.
- (j) **Commercial SaaS Offering.** Canada acknowledges that it will accept the Contractor's commercial SaaS offering, and states that, unless explicitly identified as Work or Services to be delivered under this Contract or in a Task Authorization (TA), Canada does not require custom development, alternative services, service levels, functionalities or features.
- (k) **Data Retrieval:** The Contractor agrees to make Canada's data available for a minimum of 30 days after the end of the Contract to allow the Client sufficient time to migrate their data to a new environment, at no additional cost to Canada.

5. Documentation

- 5.1 Solution Documentation.** The Contractor must provide or deliver access to the commercially-available Solution Documentation to Canada upon Contract Award. The Contractor must update Solution Documentation on a commercially reasonable basis.
- 5.2 Other Documentation.** The Contractor must provide or deliver access to any documentation required in performance of the Work.
- 5.3 Translation Rights.** The Contractor agrees that Canada may translate any written deliverable. The Contractor acknowledges that Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor will not be responsible for technical errors that arise as a result of any translation made by Canada.
- 5.4 Right to License.** The Contractor guarantees that it has the right to license the Software as a Service and full power and authority to grant to Canada all the rights granted under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Canada agrees that its only remedy and the Contractor's entire obligations in relation to a breach of this guarantee are the remedies and obligations set out in the section 4.1(c) "Indemnification".
- 5.5 Defective Documentation.** If at any time during the Contract Period, Canada advises the Contractor of a defect or non-conformance in any part of the documentation delivered with the Work, the Contractor must correct the defect or non-conformance as soon as possible and at its own expense. Canada may provide the Contractor with information about defects or non-conformance in other documentation, including the Solution Documentation, for information purposes only.

6. Rights & Remedies

- 6.1 Rights are Cumulative:** All rights and remedies provided in the Contract or by law are cumulative, not exclusive.
- 6.2 Termination for Default**
 - (a) **Notice of Default:** The Contracting Authority may serve the Contractor with written Notice of Termination for Default of part or all of the Contract. The Notice will identify the breach, the relevant circumstances, any proposed cure period, the affected Work or Services (if partial termination), any action plan requirement, any

required Transition or Migration Services, and the effective date of termination. The Notice will also identify whether Canada reserves any additional damages claim.

- (b) **Contractor Compliance:** The Contractor must comply with the requirements of the Notice.
- (c) **Total Default:** If, in Canada's reasonable opinion, the Contractor's default is a total or material breach of the Contract, Canada may immediately terminate the Contract by the Notice. For clarity, Canada's opinion may be based on circumstances including but not limited to:
 - (i) the Contractor's non-performance of a material contract obligation;
 - (ii) the Contractor irrefutably appears unable to perform a material contract obligation, due to factors beyond the Contractor's control. For clarity, this includes actual or apparent insolvency, repeated failure to produce acceptable deliverables under this or other similar contracts with Canada,
 - (iii) the Contractor's multiple or repeated, uncured breach of an intermediate contract obligation(s), and
 - (iv) the Contractor's default adversely impacting government operations.
- (d) **Other Default:**
 - (i) If the Contractor defaults are not Total Defaults, Canada will identify a Cure Period during which the Contractor must remedy the default and may require an action plan.
 - (ii) If, in response to the Notice, the Contractor indicates its inability or unwillingness to cure the default, Canada may terminate the Contract for default immediately.
 - (iii) If the Contract (including any individual Task Authorization) specifies that a specific default will be subject to no cure period, Canada may terminate the Contract for default immediately without providing any opportunity to cure the default.
- (e) Canada is not required to notify the Contractor of any or every default. The Parties agree Canada may choose to not use this formal notification process or may choose to extend time to the Contractor, and neither will be construed as Canada waiving any rights or acquiescing in the Contractor's default.
- (f) If Canada terminates the Contract for default, Canada will only pay for completed Work or Services delivered and accepted, prior to the termination date. Canada will not pay any amount exceeding the value of the Work or Services accepted. The contractor agrees to immediately repay the portion of any advance payment that is unliquidated at the date of the termination to Canada.

6.3 Termination for Convenience

- (a) **Notice of Termination:** The Contracting Authority may serve the Contractor with written Notice of Termination for Convenience of part or all of the Work. The Notice will identify the effective date of termination, the affected Work (if partial termination), and any required Transition or Migration Services. The Contractor must comply with the requirements of the Notice, including continuing to perform or deliver Services or Work not affected by the termination.
- (b) The Contractor agrees to immediately repay the portion of any advance payment that is unliquidated at the date of the termination to Canada.
- (c) If, under (a), Canada terminates:
 - a. **Work.** Canada will pay the Contractor reasonable costs incidental to the termination of the Work incurred by the Contractor, specifically excluding costs related to severance of employees, unless the Contractor establishes that those costs arise from statutory obligations.
- (d) The parties agree that these amounts represent a genuine estimate of liquidated damages that would result to the Contractor for early termination of the Contract, and not a penalty.

7. Work

All clauses related to Work apply to Work as defined via a Task Authorization (TA) and not to the Services.

7.1 Professional Services

- (a) **Professional Services.** The Contractor must perform and deliver such Professional Services (the "Work") to Canada as detailed in a Task Authorization.
- (b) **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.
- (c) **Time is of the Essence.** It is essential that the Work be delivered within or at the time stated in a Task Authorization.

7.2 Remedies

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

7.3 Subcontracts

- (a) **Conditions to Subcontracting.** Subject to approval, the Contractor may subcontract the performance of the Work, provided (a) the subcontractor is bound by the terms of this Contract; and (b) the Contractor remains liable to Canada for all the Work performed by the subcontractor.

7.4 Excusable Delay

- (a) **No Liability.** The Contractor will not be liable for performance delays nor for non-performance due to causes beyond its reasonable control that could not reasonably have been foreseen or prevented by means reasonably available to the Contractor, provided the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it (referred to as an "**Excusable Delay**").
- (b) **Notice.** The Contractor must also advise the Contracting Authority, within 15 business days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take to minimize the impact of the event causing the delay.
- (c) **Delivery and Due Dates:** Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- (d) **Canada not responsible for Costs:** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
- (e) **Right to Terminate.** If such an event prevents performance under the Contract for more than 30 calendar days, then the Contracting Authority may elect to terminate the TA, or part or all of this Contract on a "no fault" basis, meaning neither party will be liable to the other in connection with the Excusable Delay or resulting termination, and Canada will only be responsible for paying for the Work received up to the effective date of the termination.

7.5 Professional Services: Transition Services

- (a) **Migration.** The Contractor acknowledges that due to 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.
- (b) **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 reasonably 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, to the extent that these services are made commercially available to other customers. There will be no charge for the services other than those charges set out in the Basis of Payment.

7.6 Inspection and Acceptance of the Work

- (a) **Inspection by Canada:** All the Work is subject to inspection and acceptance by Canada. Canada's inspection and acceptance of the Work does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and the Contractor is required to correct or replace it at its own expense.
- (b) **Acceptance Procedures:** Unless provided otherwise in the Contract, the acceptance procedures are as follows:
 - (i) when the Work is complete, the Contractor must notify the Technical Authority in writing, by referring to this provision of the Contract and requesting acceptance of the Work;

- (ii) Canada will have 30 days from receipt of the notice to perform its inspection (the "**Acceptance Period**").
- (c) **Deficiencies and Resubmission of Deliverable:** If Canada provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work before acceptance and the Acceptance Period will begin again. If Canada determines that a deliverable is incomplete or deficient, Canada is not required to identify all missing items or all deficiencies before rejecting the deliverable.
- (d) **Access to Locations:** The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed, other than multi-tenant data centres, at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they see 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(s) or location(s) as Canada specifies.
- (e) **Contractor Inspection for Quality:** The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. All deliverables submitted by the Contractor must be of a professional quality, free of typographical and other errors, and consistent with the highest industry standards.
- (f) **Inspection Records:** The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.
- (g) **Informal Feedback:** Upon request by the Contractor, Canada may provide informal feedback prior to any deliverable being formally submitted for acceptance. However, this must not be used as a form of quality control for the Contractor's Work. Canada is not obliged to provide informal feedback.

8. Task Authorization (TA)

The Contractor's professional services performed under this Contract will be on an "as and when requested basis" using a Task Authorization.

- 8.1 Form and Content of TA.** A TA will contain (a) Contract and TA number; (b) the details of the required activities and resources; (c) a description of the deliverables; (d) a schedule indicating completion dates for the major activities or submission dates for the deliverables; (e) security requirements; and (f) costs.
- 8.2 Contractor's Response to TA.** The Contractor must provide to Canada, within the period specified in the TA, the proposed total price for performing the task and a breakdown of that cost, established in accordance with the fees. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- 8.3 TA Limit and Authorities for Validly Issuing TAs.** A validly-issued TA must be signed by the appropriate Canadian Authority as set forth in this Contract. Any work performed by the Contractor without receiving a validly-issued TA is done at the Contractor's own risk.
- 8.4 Consolidation of TAs for Administrative Purposes.** This Contract may be amended from time to time to reflect all validly-issued TAs to date, to document the Work performed under those TAs for administrative purposes.

9. Basis of Payment

- 9.1 Subscription.** For the Services, including access to and use of the Solution, Solution Documentation, Support Services, and incidental and additionally required information technology infrastructure services (all the Services described in this Contract that is not Work), Canada shall pay the prices detailed in Annex B – Basis of Payment, as applicable. Applicable Taxes extra.
- 9.2 Professional Services provided under a Task Authorization.** For professional services requested by Canada, in accordance with a validly-issued TA, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables / the firm price set out in the TA, in accordance with the firm all-inclusive per diem rates set out in Annex B – Basis of Payment as applicable. Applicable Taxes extra.
- 9.3 Price Certification.** The Contractor certifies that the price quoted is not in excess of the lowest price charged to anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both.

10. Payments

10.1 Invoices

- (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 department, item or reference numbers, deliverable/description of the Work, contract number, Procurement Business Number (PBN), and financial code(s);
 - (ii) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, time sheets for each resource showing the days, and the total hours, worked and the actual time worked in a 24 hour period (e.g. 7.5 hours - from 8:00 AM to 12:00 PM and from 12:30 PM to 4:00 PM) are provided to support the charges claimed in the invoice; subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - (iii) 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;
 - (iv) deduction for holdback, if applicable; and
 - (v) the extension of the totals, if applicable.
- (c) **Taxes:**
- (i) Payment of Taxes. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor must remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
 - (ii) Withholding for Non-Residents. Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.
- (d) **Certification of Invoices.** By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

10.2 Payment Period. Canada will pay the Contractor's undisputed invoice amount within 30 days of receipt. In the event an invoice is not in an acceptable form and content, Canada will notify the Contractor and the 30-day payment period will begin on receipt of a conforming invoice.

10.3 Interest on Late Payments. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive, provided Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

10.4 Method of Payment

- (a) Canada will make payment to the Contractor for the Services either in advance or in arrears, in accordance with Annex B – Basis of Payment, as applicable. Where payment is made in advance, the advance payment period shall not exceed 12 months. Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or the delivery of the Services.
- (b) If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and owed. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section 10.3 once the dispute is resolved.

10.5 Limitation of Expenditure.

- (a) 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.
- (b) Canada's total liability to the Contractor under the Contract must not exceed \$_____ **(to be completed at Contract Award)**. Customs duties are included and Applicable Taxes are extra.

- (c) 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:
- (i) when it is 75% committed, or
 - (ii) four months before the expiry of the subscription services or Contract period, or
 - (iii) 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.

10.6 Electronic Payment of Invoices. The Contractor accepts to be paid using the Electronic Payment Instrument: Direct Deposit (Domestic and International).

To complete or amend a direct deposit registration, the Contractor must complete and submit to the Contracting Authority the Direct Deposit Enrolment Form (separate forms are available for Canadian and United States vendors). The form can be obtained from the Department of Justice Canada internet site at <http://www.justice.gc.ca/eng/contact/enrol-inscri.html>.

11. Insurance Requirements

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

12. Limitation of Liability

12.1 First Party Liability:

- (a) **Contract Performance:** The Contractor is fully liable for all damages to Canada, arising from the Contractor's performance or failure to perform the Contract.
- (b) **Data Breach:** The Contractor is fully liable for all damages to Canada resulting from its breach of security or confidentiality obligations resulting in unauthorized access to or unauthorized disclosure of records or data or information owned by Canada or a third party.
- (c) **Limitation Per Incident:** Subject to the following section, irrespective of the basis or the nature of the claim, the Contractor's total liability per incident will not exceed the cumulative value of the Contract invoices for 12 months preceding the incident.
- (d) **No Limitation:** The above limitation of Contractor liability does not apply to:
 - (i) willful misconduct or deliberate acts of wrongdoing, and
 - (ii) any breach of warranty obligations.

12.2 Third Party Liability:

Regardless whether the third party claims against Canada, the Contractor or both, each Party agrees that it will accept full liability for damages that it causes to the third party in connection with the Contract. The apportionment of liability will be the amount set out by agreement of the Parties or determined by a court. The Parties agree to reimburse each other for any payment to a third party in respect of damages caused by the other, and the other Party agrees to promptly reimburse for its share of the liability.

13. Suspension of the Work

- a) The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 6.2 or 6.3.
- b) When an order is made under subsection (a), unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

- c) When an order made under subsection (a) is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

14. General Provisions

- 14.1 Applicable Laws.** This Contract will be interpreted and governed by the laws of Ontario.
- 14.2 Survival.** All the parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.
- 14.3 Severability.** If any provision of this Contract is declared unenforceable by an authoritative court, the remainder of this Contract will remain in force.
- 14.4 Waiver.** The failure or neglect by a party to enforce any of the rights under this Contract will not be deemed to be a waiver of that party's rights.
- 14.5 No Bribe.** The Contractor warrants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- 14.6 Contingency Fees.** The Contractor represents that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).
- 14.7 International Sanctions.**
- (a) Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
 - (b) The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
 - (c) The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated.
- 14.8 Integrity Provisions - Contract.** The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).
- 14.9 Code of Conduct for Procurement - Contract.** The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.
- 14.10 Conflict of interest and Values and Ethics Codes for the Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of interest Act](#), 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.
- 14.11 Authorities**
- Contracting Authority**
The Contracting Authority for the Contract is:
Name: Kayla Pordonick
Title: Team Leader, Contracting Operations

Department of Justice Canada
284 Wellington Street, Ottawa, Ontario, K1A 0H8
Telephone: 613-301-9709
E-mail address: Kayla.Pordonick@justice.gc.ca

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.

Technical Authority (to be completed at Contract Award)

The Technical Authority for the Contract is:

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

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

Client Administrative Contact (to be completed at Contract Award)

The Client Administrative Contact is:

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

The Client Administrative Contact must receive the original Invoice. All inquiries for request for payment must be made to the Client Administrative Contact.

Contractor's Representative (to be completed at Contract Award)

The Contractor's Representative is:

Name:
Title:
Telephone:
E-mail address:

ANNEX A – STATEMENT OF WORK

1. TITLE

Software as a Service (SaaS) - Case Management System - Office of the Federal Ombudsperson for Victims of Crime (OFOVC) and Ombuds and Informal Resolution Services Office (OIRSO)

2. BACKGROUND

2.1 For the OFOVC:

The Office of the Federal Ombudsperson for Victims of Crime (OFOVC) is an independent resource for victims in Canada. The Office was created in 2007 to ensure the federal government meets its responsibilities to victims of crime.

Victims can contact the Office to learn more about their rights under federal law and the services available to them, or to make a complaint about any federal agency or federal legislation dealing with victims of crime. In addition to its direct work with victims, the Office also works to ensure that policymakers and other criminal justice personnel are aware of victims' needs and concerns and to identify important issues and trends that may negatively impact victims. Where appropriate, the Ombudsperson may also make recommendations to the federal government.

The OFOVC has been using Novabrain, a "Custom Off The Shelf Software" (COTS), for case management. The OFOVC's current case management system holds approximately 55,000 active records. In 2021, the supplier informed the Office that the software was obsolete and no longer supported. While the Office investigated making small tweaks to the software through the supplier, since this option would not be considered viable in the long run, it was decided to migrate to a new system. As a new case management system is implemented, a Privacy Impact Assessment needs to be planned.

2.2 For the OIRSO:

The Organizational Ombuds' Office at Justice Canada, named Ombuds and Informal Resolution Services Office (OIRSO), was established in 2021 following a recommendation by the Deputy Minister Task Team on Harassment that all public servants should have access to a safe space to raise workplace issues without fear of reprisal or judgment. The Clerk of the Privy Council recognized Ombuds offices as a best practice for "providing a trusted and secure space where managers and employees can discuss a range of questions and express their needs" and recommended that all departments and agencies put this function in place to support healthy and safe spaces.

Since January 2021, the OIRSO includes the Informal Conflict Management Services (ICMS), thus bringing together the full suite of alternative dispute resolution (ADR) mechanisms commonly provided by organizational Ombuds offices. The OIRSO reports directly to the Deputy Minister and the Associate Deputy Ministers and is functionally independent of the administrative structure of Justice.

The OIRSO has approximately 500 distinct records per year however, there can be sub-records. No existing records will be imported into the new system.

3. MANDATE/GUIDING PRINCIPLES

3.1 For the OFOVC:

The OFOVC's mandate relates exclusively to matters of federal jurisdiction and directs the Office:

- to promote access by victims to existing federal programs and services for victims.
- to address complaints about compliance with the provisions of the *Corrections and Conditional Release Act* that apply to victims of crimes committed by offenders under federal jurisdiction.
- to promote awareness of the needs and concerns of victims and the applicable laws that benefit victims of crime, including to promote the principles set out in the Canadian Statement of Basic Principles of Justice for Victims of Crime with respect to matters of federal jurisdiction, among criminal justice personnel and policymakers.
- to identify and review emerging and systemic issues, including those issues related to programs and services provided or administered by the Department of Justice or the Department of Public Safety, that impact negatively on victims of crime; and
- to facilitate access by victims to existing federal programs and services by providing them with information and referrals.

The overall goal of the OFOVC is to assist victims of crime and their families, harmed by federal offenders, both individually and collectively.

Individually - Victims can contact the Office to learn more about their rights under federal law and the services available to them, or to make a complaint about any federal policy, legislation, department, program, or service pertaining to victims of crime. Victims can also obtain information on where to obtain provincial or municipal victim services in their area.

Collectively - The Office also works to ensure that policymakers and other criminal justice personnel are aware of victims' needs and concerns and to identify important issues and trends that may negatively impact victims. Where appropriate, the Ombudsperson makes recommendations to the federal government on how to enhance its policies or laws to better meet the needs of victims.

The OFOVC practice is based on:

- 1- Confidentiality: The OFOVC does not disclose information shared by a victim without their consent.
- 2- Impartiality: The OFOVC does not advocate for any party to a dispute. It advocates for productive communication and fair processes.
- 3- Independence: Although the Ombudsperson reports to the Attorney General and Minister of Justice, the Office of the Federal Ombudsperson for Victims of Crime is independent in function, and practice.

3.2 For the OIRSO:

OIRSO mandate is to provide the Department of Justice Canada employees and managers with a safe and independent place where they can speak freely, without fear of judgment or reprisals, about a variety of concerns affecting them in the workplace. The OIRSO supports Department of Justice Canada employees and managers in helping them navigate through the available resources and processes to help them make sound and informed decisions.

The OIRSO adheres to the Code of Ethics and Standards of Practice of the International Ombuds Association (IOA) and the ICDO Standards of Practice. As more fully described in the IOA Code of Ethics and IOA Standards of Practice, four fundamental principles define the Ombuds' practice : Confidentiality, Informality, impartiality and independence.

4. PURPOSE OF THE CONTRACT

The goal of this procurement is to put a contract in place for a Software as a Service (SaaS) platform to support case management of files enabling robust reporting and data analysis. This solution is required to effectively manage case files, increase capacity for trend analysis and support systemic reviews. For the OFOVC specifically, this solution would also help the federal government as they shape legislation and policy to be more victim centered as the Office would be able to inform them as to what we have been hearing from victims regarding certain policies, legislation, and victim issues.

In accordance with Justice Canada's Digital Transformation Strategy, there is a need to modernize software.

The OFOVC and OIRSO each need a distinct case management system that can document and track cases/inquiries/complaints, and that can facilitate the generation of quarterly and annual reports as well as ad-hoc reports provided to branch heads or director generals to inform them of the issues trending.

The case management solution must be bilingual, respect Government of Canada accessibility and security requirements, be user friendly, have a data entry interface that will avoid the possibility of overwriting information from one victim/case to another, and have an efficient search engine. The system also needs to allow the deletion of transitory information in a victim/case file upon request from the user.

5. DESCRIPTION OF THE WORK

The OFOVC and OIRSO are two separate distinct Ombuds offices that operate within the Department of Justice Canada. Each have a need to acquire a new commercially-available case management system. It is expected that both offices will have similar technical requirements, although specific fields/categories and work flows within the system will be different between the offices. This system should be a web-based service offered by the Contractor, where the data will be stored on a cloud (server must be located in Canada). The system should allow the OFOVC/OIRSO to capture, manage, and analyze information provided by clients/inquirers who contact the offices as well as facilitating the tracking of activities and follow-ups.

6. DELIVERABLES AND TASKS TO BE UNDERTAKEN

The Contractor must provide the following deliverables and complete the work in two phases:

6.1 Phase 1 – Implementation - OFOVC:

The Contractor must provide a draft project plan outlining the deliverables and estimated timelines. The Contractor must develop and customize the solution. They must document, test, and deploy it into production on their premises. The Contractor must work with the OFOVC and Department of Justice Canada IT resources to complete the testing of the system, to verify the system functionality and specific business needs. The Contractor must meet/work with the Department of Justice Canada and provide supporting documentation and artefacts required to verify the solution meets IT security requirements. The Contractor must migrate the existing OFOVC data into the new system (format to be determined and agreed upon between the Contractor and the OFOVC - Excel is a possibility). Once the initial testing phase is successfully completed, the solution will be deployed to up to 20 named users, as identified by the Technical Authority. Once the case management solution is deployed, the Contractor must provide training on the solution to the designated users. The training (including any materials and associated SaaS instruction manuals) must be made available in both official languages (English and French).

6.1.1 Implementation - Optional Other Client – OIRSO:

Following the successful onboarding of the OFOVC case management system, it is anticipated that OIRSO will give the Contractor written notice to exercise the option built into the Contract to have the Contractor develop and customize the solution to meet their specific needs. The Contractor must provide a draft project plan outlining the deliverables and estimated timelines. The Contractor must document, test, and deploy it into production on their premises. The Contractor must work with the OIRSO and Department of Justice Canada IT resources to complete the testing of the system, to verify the

system functionality and specific business needs (that will differ slightly from the OFOVC). Once the testing phase is successfully completed, the solution will be deployed to up to 7 named users, as identified by the Technical Authority. Once the case management solution is deployed, the Contractor must provide training on the solution to the designated users. The training (including any materials and associated SaaS instruction manuals) must be made available in both official languages (English and French).

6.2 Phase 2 – Ongoing Requirements - OFOVC (and OIRSO, if applicable):

The Contractor must host, maintain, support, and operate the solution(s). Updates and upgrades to the solution(s) must be done as needed by the Contractor, but at least completed quarterly at no cost. Technical support including problem solving and trouble shooting to ensure business continuity must be provided on an as and when needed basis. The OFOVC/OIRSO reserve the right to add additional users as and when required, at the prices identified in the Annex B - Basis of Payment.

New customization/enhancements must be made as and when requested by the OFOVC/OIRSO through the issuance of Task Authorizations (TAs) and must include updates to the user documentation in both official languages, as applicable.

A transition service must be provided at the end of the contract period.

7. BUSINESS REQUIREMENTS (applicable to both OFOVC and OIRSO)

7.1 System Requirements:

- The SaaS interface is available in both of Canada's official languages (English and French).
- The Contractor must be located and operate in Canada.
- The data must be stored/hosted, processed, and accessed only from servers and back-up facilities within Canada.
- The SaaS solution must follow and meet the guidelines for accessible software in accordance with the Accessibility, Accommodation and Adaptive Computer Technology (AAACT) mandate.
- The system needs to have security settings to safeguard Protected B information and maintain confidentiality of information.

7.2 Integration:

- The SaaS must have integration with Outlook, including but not limited to:
 - Ability to import emails and attachments from Outlook.
 - Ability for users to schedule meetings with non-users (clients/inquirers), set calendar reminders for users, send a notification from the case management system via email to the user when a case/task has been assigned to them..
 - Ability to create an email directly from a case file in the case management system that would save automatically in the case file when the email is sent.
- The SaaS connects with MS Azure/Active Directory for user authentication.
- The ability for the SaaS to integrate with online (web-based) forms, to prepopulate fields in the case management system from information that was submitted in the online form.

7.3 Record Creation and Management:

- The SaaS must allow/support the migration of old OFOVC database (Novabrain) information/records into the new system (has the ability to upload and/or import records from a CSV, database, etc. standardized file formats).
- Identified system administrators must be able to create new fields/categories and modify existing fields/categories without Contractor assistance or development/coding (for example when identifying the issue/topic of the contact, or the agency involved).
- The SaaS can populate information into pre-existing templates to create Word or PDF documents automatically (e.g., case briefings/summaries).
- Allow the capture, storing and reporting of victim, offender and stakeholder information (e.g., victim identification number, victim demographic information (gender, age, region, language, etc.), contact dates, type of crimes, timelines from point of contact to response provided with automatic reminders for follow up, status of inquiry/complaint, issues, departments/organizations involved, time spent by OFOVC staff on file, key contacts, sensitive dates, activity logs (e.g., emails in/out, calls in/out, meetings, etc.)
- Ability to make connections between cases and identify the connections/relationships (i.e., victim, witness, family member of victim, offender etc.).
- Ability to upload and retain emails (MS Outlook, eml format, msg format, pst format) as attachments.
- Ability to upload and retain Office suite formats (MS Word, MS Excel, PDF, OpenOffice, Google Docs), audio formats and/or video formats as attachments.
- Ability to track and record all changes to case files (i.e., audit history).
- The SaaS must have a search function based on various fields (has the capacity to search the system using multiple search words/fields, e.g., name, date of birth, phone number, email, etc.).

7.4 Workflow:

- Identified system administrators must be able to create new workflows or modify existing workflows without Contractor assistance or development/coding.
- The SaaS should automatically suggest similarities between cases to the user when a new client is entered, or a new case is received.
- Ability to provide alerts and/or flags (pop-ups) that would highlight key (sensitive) dates in a case. The SaaS must provide user-specific dashboards that list the cases assigned to users and allows for the user specific dashboards to display case statuses (open, closed, ongoing) and have the case no longer appear on the active/open dashboard once it has been closed.
- The SaaS must provide the ability to create group/team dashboards (i.e., Policy and Comms teams).
- Must be able to identify a lead user on a case as well as a collaborator (someone offering assistance to the lead).
- Ability for one user to assign activities to another user with the assigned activity automatically updating to the dashboard of the user to whom the activity was assigned.
- Workflow steps can automatically generate and attach documents to the case record.

7.5 Managing Access:

- Identified system administrators must have the ability to create new access roles without Contractor assistance or development/coding.
 - System administrators must be able to control users' permissions (limited or full access), allowing some cases/information to be restricted to authorized/limited users.
 - The SaaS solution must be accessible only by the named users.
- Ability to send notifications to a specific user when a pre-identified (based on sensitivity, high profile nature, etc.) file has been viewed or shared.
- The SaaS must provide user documentation to enable onboarding, training, and self-help for authorized users.

7.6 Reporting:

- The SaaS must allow users to produce customizable reports and/or dashboards that provide a snapshot of key metrics. Those metrics will be identified by OFOVC/OIRSO to the Contractor.
- The SaaS must allow users to generate historical reporting outputs, so users can analyze trends and patterns (systemic issues) over time in cases.
- The SaaS should enable users to interact with reports by clicking on specific elements or areas, granting them access to additional, in-depth information for analysis.
- The SaaS must facilitate the tracking and monitoring of progress on cases.
- Ability to export reports from the SaaS into formats such as Word, PDF, Excel (XLS) and/or CSV.
- Ability to email reports from the SaaS in popular file formats such as HTML, Word, PDF and/or XLS.

7.7 Training, Maintenance and Support:

- Training: Once the case management solution is deployed, the Contractor must provide training (in person preferable, length of training to be determined by the Contractor and Technical Authority) on how to use the solution to the designated end users (up to 20 end users). The training (including any materials and associated SaaS instruction manuals) must be made available in both official languages (English and French). System administrators will require more in-depth training given their advanced permissions/access and will be identified as trainers for new end users who join the Office in future. Refresher training will be offered by the Contractor to end users annually (as needed). The solution will contain a Help button containing Frequently Asked Questions and/or troubleshooting for users needing help in using the solution.
- Maintenance: Training materials (in both official languages) including the Solution's built-in Help section will be updated by the Contractor as needed (following system updates/upgrades/enhancements).
- Technical Support: The Contractor will provide technical support to system administrators who cannot resolve system issues or questions/concerns raised by end users. Technical Support staff will be available from Monday to Friday, 8:00am – 4:00pm Eastern Standard Time (excluding statutory holidays). Support will be available in both official languages, via email and/or telephone. The Contractor is to provide the Technical Authority with a designated email and phone number that is monitored in the event of technical support needed.

8. SCHEDULING/MILESTONES

Phase 1 will run from contract award until the SaaS solution is formally launched and must include all activities required to prepare the solution to meet the OFOVC/OIRSO requirements. Exact schedule for each solution to be agreed upon between the Contractor and the OFOVC/OIRSO but estimated timelines are as follows:

- Resourcing the project plan: 3 weeks after solution initiation.
- Business analysis process mapping: 7 weeks after solution initiation.
- Configuration environment: 12 weeks after solution initiation (subject to OFOVC/OIRSO availability).
- User acceptance testing and training of the OFOVC users: 16 weeks after solution initiation.
- Full implementation: 16 weeks after solution initiation (subject to meeting security requirements).

In the event of anticipated or real delays, the Contractor is required to substantiate the reason for the delay in writing and provide advance notice to the Technical Authority, as soon as the Contractor is aware or no less than two (2) weeks prior to due date of the activity/milestone.

9. OWNERSHIP

The OFOVC and OIRSO maintain all ownership of all data collected by the SaaS solution(s). Under the *Privacy Act* and *Personal Information Protection and Electronics Documents Act*, the Contractor will not be permitted to copy or use any data collected by the solution(s).

ANNEX B – BASIS OF PAYMENT

B1 OFOVC SOLUTION

B1.1 INITIAL DELIVERABLES

The Contractor will be paid a firm price per item as follows, in Canadian funds, for a cost of \$ _____ (*amount will be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

TABLE 1 - INITIAL CONTRACT PERIOD COSTS – OFOVC SOLUTION <i>(Dates of initial period to be inserted at Contract Award)</i>		
ITEM		FIRM PRICE
1	Development, customization, documentation (including process mapping), testing and deployment into production	\$ _____
2	Existing data migration (approximately 55,000 active records)	\$ _____
3	End-user training and supporting training manual (for up to 20 users)	\$ _____
4	Annual Licensing, Technical Support and Fees (for up to 20 users)	\$ _____/year*

* Firm Price for Annual Licensing, Technical Support and Fees (for up to 20 users) is multiplied by five (5) in the total cost identified above to factor in the five (5) year initial contract period.

B1.2 OPTIONAL YEAR ANNUAL LICENSING, TECHNICAL SUPPORT AND FEES

Subject to the exercise of the Contract option(s) to extend the Contract period, the Contractor will be paid the firm price per year as follows in Canadian funds. Customs duties are included and Applicable Taxes are extra.

TABLE 2 - OPTIONAL CONTRACT PERIOD COSTS – OFOVC SOLUTION Annual Licensing, Technical Support and Fees (for up to 20 users)		
OPTION PERIOD		FIRM PRICE PER YEAR
5	OPTION YEAR 1	\$ _____
6	OPTION YEAR 2	\$ _____
7	OPTION YEAR 3	\$ _____
8	OPTION YEAR 4	\$ _____
9	OPTION YEAR 5	\$ _____

(Dates of option periods to be inserted at Contract Award)

B2 OIRSO SOLUTION - OPTIONAL (TO BE EXERCISED VIA A CONTRACT AMENDMENT, IF/WHEN REQUIRED)

B2.1 INITIAL DELIVERABLES

If the option to include these services is exercised, the Contractor will be paid a firm price per item as follows, in Canadian funds, for a cost of \$ _____ (*amount will be inserted when optional deliverables are exercised*). Customs duties are included and Applicable Taxes are extra.

TABLE 3 - INITIAL CONTRACT PERIOD COSTS – OPTIONAL OIRSO SOLUTION <i>(Dates of initial period to be inserted at Contract Award)</i>		
ITEM		FIRM PRICE
10	Development, customization, documentation (including process mapping), testing and deployment into production	\$ _____
11	End-user training and supporting training manual (for up to 7 users)	\$ _____
12	Annual Licensing, Technical Support and Fees (for up to 7 users)	\$ _____/year*

* Firm Price for Annual Licensing, Technical Support and Fees (for up to 20 users) will be calculated in the total cost identified above, based on the length of initial period remaining from when the optional services are exercised. If the optional services are exercised in the middle of a year, the cost will be prorated based on the following calculation: (Firm Price per Year/12) x # of months remaining.

B2.2 OPTIONAL YEAR ANNUAL LICENSING, TECHNICAL SUPPORT AND FEES

Subject to the exercise of the Contract option(s) to extend the Contract period, the Contractor will be paid the firm price per year as follows in Canadian funds. Customs duties are included and Applicable Taxes are extra.

TABLE 4 - OPTIONAL CONTRACT PERIOD COSTS – OPTIONAL OIRSO SOLUTION Annual Licensing, Technical Support and Fees (for up to 7 users)		
OPTION PERIOD		FIRM PRICE PER YEAR
13	OPTION YEAR 1	\$ _____
14	OPTION YEAR 2	\$ _____
15	OPTION YEAR 3	\$ _____
16	OPTION YEAR 4	\$ _____
17	OPTION YEAR 5	\$ _____

(Dates of option periods to be inserted at Contract Award)

B3 ADDITIONAL USERS AND OPTIONAL SERVICES – FOR OFOVC AND/OR OIRSO

B3.1 ADDITIONAL USERS (AS/WHEN REQUIRED)

If additional users are required (in addition to the initial number included), the Contractor will be paid a firm price per user per year as follows in Canadian funds. Customs duties are included and Applicable Taxes are extra.

TABLE 5 – ADDITIONAL USERS Annual Licensing, Technical Support and Fees (Per User)		
CONTRACT PERIOD		FIRM PRICE PER USER (PER YEAR)*
18	INITIAL PERIOD	\$ _____**
19	OPTION YEAR 1	\$ _____
20	OPTION YEAR 2	\$ _____
21	OPTION YEAR 3	\$ _____
22	OPTION YEAR 4	\$ _____
23	OPTION YEAR 5	\$ _____

(Dates of contract periods to be inserted at Contract Award)

*If the users are added in the middle of a year, the cost will be prorated based on the following calculation: (Firm Price per User/12) x # of months remaining.

** Firm Price for Annual Licensing, Technical Support and Fees per user will be calculated based on the length of initial period remaining from when the additional user(s) are exercised.

B3.2 OPTIONAL PROFESSIONAL SERVICES (AS/WHEN REQUIRED)

The Contractor will be paid a firm hourly rate as follows for the services identified in the tables below, in Canadian funds. Customs duties are included and Applicable Taxes are extra.

TABLE 6 – PROFESSIONAL SERVICES – ADDITIONAL CUSTOMIZATION/ENHANCEMENTS		
To be provided as/when required via the issuance of Task Authorizations (TAs)		
CONTRACT PERIOD		FIRM HOURLY RATE
24	INITIAL PERIOD	\$ _____
25	OPTION YEAR 1	\$ _____
26	OPTION YEAR 2	\$ _____
27	OPTION YEAR 3	\$ _____
28	OPTION YEAR 4	\$ _____
29	OPTION YEAR 5	\$ _____

(Dates of contract periods to be inserted at Contract Award)

TABLE 7 – PROFESSIONAL SERVICES - TRAINING		
To be provided as/when required via the issuance of Task Authorizations (TAs)		
CONTRACT PERIOD		FIRM HOURLY RATE
30	INITIAL PERIOD	\$ _____
31	OPTION YEAR 1	\$ _____
32	OPTION YEAR 2	\$ _____
33	OPTION YEAR 3	\$ _____
34	OPTION YEAR 4	\$ _____
35	OPTION YEAR 5	\$ _____

(Dates of contract periods to be inserted at Contract Award)

TABLE 8 – PROFESSIONAL SERVICES – TRANSITION OUT		
To be provided as/when required via the issuance of Task Authorizations (TAs)		
CONTRACT PERIOD		FIRM HOURLY RATE
36	INITIAL PERIOD	\$ _____
37	OPTION YEAR 1	\$ _____
38	OPTION YEAR 2	\$ _____
39	OPTION YEAR 3	\$ _____
40	OPTION YEAR 4	\$ _____
41	OPTION YEAR 5	\$ _____

(Dates of contract periods to be inserted at Contract Award)

ANNEX C - SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat 100033052
Security Classification / Classification de sécurité unclassified

**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 Justice Canada	2. Branch or Directorate / Direction générale ou Direction Office of the Federal Ombudsperson for Victims of Crime	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The goal of this procurement is to put a contract in place for the Software as a Service (SaaS) platform to support case management of victim files enabling robust reporting and data analysis. This solution is required to effectively manage victim case files, increase capacity for trend analysis and support systemic reviews. This solution would also help Federal government as they shape legislation and policy to be more victim centered.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input checked="" type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

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Security Classification / Classification de sécurité unclassified
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PART A (continued) / PARTIE A (suite)

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

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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Security Classification / Classification de sécurité unclassified
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Government of Canada
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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	COSMIC TOP SECRET COSMIC 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 indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

(SIGNATURE PAGE WILL BE ADDED AT CONTRACT AWARD)

Security Requirement Checklist (SRCL) Supplemental Security Guide

Part A - Multiple Release Restrictions: Security Guide							
To be completed in addition to SRCL question 7.b) when release restrictions are therein identified. Indicate to which levels of information release restrictions apply. Make note in the chart if a level of information bears multiple restrictions (e.g. a portion of the SECRET information bears the caveat Canadian Eyes Only while the remainder of the SECRET information has no release restrictions.)							
Canadian Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions							
Not Releasable		X					
Restricted to:							
Permanent Residents Included*							
NATO Information							
Citizenship Restriction	NATO UNCLASSIFIED	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET		
All NATO Countries							
Restricted to:							
Permanent Residents Included*							
Foreign Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions							
Restricted to :							
Permanent Residents Included*							
COMSEC Information							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
Not Releasable							
Restricted to:							

*When release restrictions are indicated, specify if permanent residents are allowed to be included.

Part B - Multiple Levels of Personnel Screening: Security Classification Guide To be completed in addition to SRCL question 10.a) when multiple levels of personnel screening are therein identified. Indicate which personnel screening levels are required for which portions of the work/access involved in the contract.			
Level of Personnel Clearance (e.g. Reliability, Secret)	Position / Description/Task	Access to sites and/or information. Levels of Information to be accessed.	Citizenship Restriction (if any)
Secret	Any Contractor personnel with Privileged Accounts with privileged roles, abilities, or accesses to GC assets and/or information. <u>Privileged accounts are considered to be those that have ALL of the following abilities AND accesses:</u> <ul style="list-style-type: none"> • The ability to change key system configuration settings; • The ability to change or circumvent security controls; • Access to audit and security monitoring information with the ability to modify and delete logs; • Administrative control of and access to data, files and accounts used by other users, including backups and media for the purpose of maintenance, monitoring, detection, back-up and recovery, testing, installation and configuration changes; and • Access to troubleshoot a system. 	<ul style="list-style-type: none"> • All Business Data • GC Data as stored on the Contractor's computer, storage, and network components • Security Data including audit logs for Contractor Infrastructure Components • Access to assets and systems in security zones with permissions such as may be required for the purpose of maintenance, monitoring, detection, back-up and recovery, testing, installation and configuration changes • Assets include GC data and credentials <p>May include Protected A + Protected B information/data, and assets, AND access and control over those systems used in the delivery and sustainment of the contract, AND access to any zone where these activities are performed.</p>	N/A
Reliability Status	Any Contractor personnel with physical access to the Contractor data centers	<ul style="list-style-type: none"> • Physical hardware • Data Center facilities • Data as stored on the Contractor's local Backup Media – Protected A/B 	N/A
Reliability Status	Any Contractor personnel who have logical access to the Contractor services	<ul style="list-style-type: none"> • All Business Data • Data as stored on the Contractor's computer, storage, and network Components - – Protected A/B 	N/A
Reliability Status	Any Contractor personnel who has temporary access to the GC Master Account information	<ul style="list-style-type: none"> • All Business Data • GC Data as stored on the Contractor's computer, storage, and network components • GC Master Account Information – Protected A/B 	

Part C – Safeguards / Information Technology (IT) Media – 11d = yes

IT security requirements must be specified in a separate technical document and submitted with the SRCL



ANNEX D - TASK AUTHORIZATION FORM

TASK AUTHORIZATION FORM			
Contract Number			
Task Authorization (TA) No.			
Contractor's Name and Address			
Original Authorization			
Total Estimated Cost of Task (Applicable taxes extra) before any revisions:			\$
TA Revisions Previously Authorized (as applicable)			
Instructions to the TA Authority: the information for the previously authorized revisions must be presented in ascending order of assigned revision numbers (the first revision must be identified as No. 1, the second as No. 2, etc). If no increase or decrease was authorized, enter \$0.00. Add rows, as needed.			
TA Revision No.:		Authorized Increase or Decrease (Applicable taxes extra) :	\$
TA Revision No.:		Authorized Increase or Decrease (Applicable taxes extra) :	\$
TA Revision No.:		Authorized Increase or Decrease (Applicable taxes extra) :	\$
New TA Revision (as applicable)			
Instructions to the TA Authority: the first revision must be identified as No. 1, the second as No. 2, etc. If no increase or decrease is authorized, enter \$0.00.			
TA Revision No.:		Authorized Increase or Decrease (Applicable taxes extra) ::	\$
Total Estimated Cost of Task (Applicable taxes extra) after this revision:			\$
Contract Security Requirements (as applicable)			
This task includes security requirements:			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract.			
Remarks (as applicable):			
Required Work			
The content of sections A, B, C and D below must be in accordance with the Contract.			
SECTION A- Task Description of the Work Required e			
SECTION B- Applicable Basis of Payment			
<u>Professional Services provided under a Task Authorization with a Firm Price:</u>			
For professional services requested by Canada, Canada will pay the Contractor the firm price set out in the Task Authorization, based on the firm, all-inclusive per diem rate(s) set out in Annex B - Basis of Payment of the resulting Contract.			



SECTION C- Cost Breakdown of Task

Category of Resource: _____
Firm Hourly Rate (A): \$ _____
Level of Effort (B): _____ hours
Firm Price (= A + B): \$ _____, excluding applicable taxes

SECTION D- Applicable Method of Payment

Task Authorizations with a Firm Price - Lump Sum Payment on Completion:

Canada will pay the Contractor upon completion and delivery of all the Work associated with the validly issued Task Authorization 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

Authorization

By signing this TA, the Technical Authority and the Contracting Authority, certify that the content of this TA is in accordance with the Contract.

Name of Technical Authority

Signature

Date

Name of Contracting Authority for this TA

Signature

Date

Contractor's Signature

Name and title of individual authorized to sign for the Contractor

Signature

Date