

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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0A1 / Noyau 0A1**

**Gatineau**

**Quebec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> PRIVILEGE MANAGEMENT SOFTWARE SOLU	
<b>Solicitation No. - N° de l'invitation</b> FP976-120001/B	<b>Date</b> 2012-11-16
<b>Client Reference No. - N° de référence du client</b> FP976-120001	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$EE-048-25108	
<b>File No. - N° de dossier</b> 048ee.FP976-120001	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-01-08</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Friesen, Manon	<b>Buyer Id - Id de l'acheteur</b> 048ee
<b>Telephone No. - N° de téléphone</b> (819) 956-1161 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS 15W070 200 KENT ST OTTAWA Ontario K1A0E6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Systems Software Procurement Division / Division des  
achats des logiciels d'exploitation

11 Laurier St. / 11 rue, Laurier

4C1, Place du Portage, Phase III

Gatineau

Quebec

K1A 0S5

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

**BID SOLICITATION**  
**FOR**  
**PRIVILEGE MANAGEMENT SOFTWARE SOLUTION (PMSS)**  
**FOR**  
**DEPARTMENT OF FISHERIES AND OCEANS (DFO)**

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**List of Annexes to the Resulting Contract:**

Annex A        Statement of Requirements  
Annex B        Basis of Payment  
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**List of Attachments to Part 4 - Evaluation Procedures and Basis of Selection**

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**List of Attachments to Part 5 - Certifications**

Attachment 5.1 Code of Conduct Certifications - Consent to a Criminal Record Verification Form  
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**BID SOLICITATION**  
**FOR**  
**PRIVILEGE MANAGEMENT SOFTWARE SOLUTION (PMSS)**  
**FOR**  
**DEPARTMENT OF FISHERIES AND OCEANS (DFO)**

*This bid solicitation cancels and supersedes previous bid solicitation number  
FP-976-120001/A dated 2012-09-14 with a closing of 2012-10-29 at 02:00 PM EDT.*

**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

The bid solicitation and resulting contract document is divided into seven parts plus 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Requirements, the Basis of Payment, the Definitions and the Software List. The forms include the Bidder Response Form, the Code of Conduct Certifications - Consent to a Criminal Record Verification Form, the Bid Submission Form, the Software Publisher Certification Form, and the Software Publisher Authorization Form.

**1.2 Summary**

This bid solicitation is being issued to satisfy the requirement of Department of Fisheries and Oceans (DFO) (the "**Client**") for a Privilege Management Software Solution (PMSS). The bid solicitation is intended to result in the award of one contract for 1 year, plus 5 one-year irrevocable option(s) allowing Canada to extend the term of the contract.

The scope of the bid solicitation includes:

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1. the delivery of, and the licensing of, a non-exclusive, perpetual Commercial -Off-the-Shelf (COTS) Privilege Management Software Solution (hereinafter referred to as the Licensed Software, and where the context requires, as PMSS), for an initial requirement of 7500 User licenses to use meeting all the requirements as stated in Annex A, Statement of Requirements (SOR);
2. the delivery of the licensed documentation (which includes delivery, installation, integration and configuration of the Licensed Software) meeting all the requirements as stated in Annex A, Statement of Requirements (SOR);
3. upon acceptance of the Licensed Software by Canada, a 12 month Warranty, and provision of ongoing Software Maintenance and Support Services for the initial requirement during the Contract Period and any extension thereof;
4. irrevocable options to acquire on an "As-and-When" requested basis, additional User Licenses for approximately 2500 Users with provision of ongoing Software Maintenance and Support Services thereon, at any time during the Contract Period and any extension thereof;

All parts of the Software Solution must be available to the Client users 24 hours a day, 7 days a week, 365 days a year, in English and French, and operate at all times in accordance with the Statement of Requirements in the Client's operational environment described in the bid solicitation.

The requirement is subject to the provisions of the World Trade Organization *Agreement on Government Procurement* (WTO-AGP), the *North American Free Trade Agreement* (NAFTA), the *Canada-Chile Free Trade Agreement* (CCFTA), the *Agreement on Internal Trade* (AIT), the *Canada-Peru Free Trade Agreement* (CPFTA), and the *Canada-Columbia Free Trade Agreement*.

### **1.3 Notification**

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

### **1.4 Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

- (e) The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:
 

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.
- (f) Subsection 5.4 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:
  - (i) Delete: sixty (60) days
  - (ii) Insert: one-hundred and fifty (150) days

### 2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to Public Works and Government Services Canada will not be accepted.

### 2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient

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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.

- (c) Bidders should make enquiries as early as possible and should not make assumptions about the nature of the requirements of this bid solicitation. Bidders who do not raise issues and questions they may have during the bidding period do so at their own risk. Bidders who, instead of raising issues during the enquiries period, deviate from the mandatory requirements of this bid solicitation or do not respond to them in their bids will be disqualified.

## 2.4 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- (b) A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

**Note to Bidders:** Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.

## 2.5 Improvement of Requirement During Solicitation Period

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

## 2.6 Rights of Canada

- (a) In addition to those rights specified in Section 11 of the Standard Instructions, 2003 (2012-07-11), and following Contract award, should Canada terminate the resulting contract prior to acceptance of the Licensed Software, Canada may enter into negotiations and issue a new contract with the next highest ranking responsive Bidder, providing that Bidder agrees that its proposal and prices remain valid.

## 2.7 Previous Communications Between Government and Bidder

- (a) This document contains the entire requirements and objectives relating to this Request For Proposal (RFP). Other information and/or documentation provided to or obtained by the Bidder from any source prior to the date of this RFP shall have no force or effect.

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## **2.8 Amendments to this Request for Proposal (RFP)**

- (a) Any amendments to this RFP will be issued by the Contracting Authority ONLY and in writing through MERX.

## **2.9 Cost of Preparing Proposals**

- (a) This RFP is not to be construed as directing the Bidder to enter into any work, which results in the accrual of any financial liability or other indebtedness by Canada. The costs associated with any effort expended or committed by the Bidder in preparing, submitting, clarifying, substantiating, demonstrating and/or proof of proposal testing, is to be solely to the Bidder's account even if a Contract is not awarded.
- (b) The rejection of any or all proposals shall not render Canada liable for any costs or damages. Nor shall Canada be liable for any penalty or cost should Canada alter the closing date or cancel the process entirely.
- (c) No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resultant contract.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

(a) Bidders must provide copies of their bid and in separately bound sections as follows:

- (i) Section I: Technical Bid (1 hard copy)
- (ii) Section II: Financial Bid (1 hard copy)

In addition to the number of copies required above, Canada requests that Bidders provide additional copies of their bid as follows:

Section I: Technical Bid (4 hard copies and 2 soft copy on CD or DVD)

Section II: Financial Bid (1 soft copy on CD)

Section III: Certifications (1 hard copy and 1 soft copy on CD)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

(b) Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of the binder of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative;
- (iv) include a table of contents on hard and soft copy; and
- (v) limit the content of the bid solicitation to one large 4 inch binder per copy with supporting documents provided in pdf format on CD.

(c) The Bidder may submit more than one bid. If an alternate bid is submitted, it must be a physically separate document, clearly marked as an alternate bid. Each bid will be evaluated independently, without regard to the other bids submitted by the Bidder. As a result, every bid must be complete on its own. Even though material submitted in one bid will not be used to supplement another bid submitted by the same bidder, where inconsistencies are noted among multiple bids submitted by the same bidder, Canada may take those inconsistencies into account in evaluating the multiple bids. If the Bidder submits multiple bids and wishes to withdraw one or more of those bids, Canada may require that the Bidder withdraw either all its bids, or none of them.

### 3.2 Section I: Technical Bid

(a) In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must 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

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bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

- (b) Complete Information - Statements explaining how each mandatory criteria of the Annex A, Statement of Requirements is met and relevant narrative and/or documentation to support the validation must be included. The Bidder should include the precise location of the technical documentation reference material including the title of the document, the page, the paragraph numbers, the CDs name and file number if applicable for easy reference.
- (c) Simply stating "Compliant or Responsive" or "Fully Compliant or Fully Responsive" or just repeating the requirement will not necessarily constitute meeting a mandatory requirement. Bidders are to articulate their response in such a way as to demonstrate their understanding of the requirement and the methodology for the proposed software to meet the requirement.
- (d) References in a bid to additional information not submitted with the bid, such as:
  - i) website addresses where additional information can be found;
  - ii) technical manuals or brochures not submitted with the bid; and,
  - iii) existing standing offers, supply arrangements and contracts with the Government of Canada,

will not be considered and, therefore, references to them in response to any mandatory requirement may result in the bid being declared non-responsive.

The Bidder's Technical Bid must include, as a minimum, the following:

- (A) one (1) copy of Page 1 of this RFP, signed and dated by an authorized representative of the Bidder;
- (B) the Bidder Response Form, Part 4, Attachment 4.1, completed by the Bidder where required and including all information requested therein;
- (C) any other information, which the Bidder considers useful;
- (D) **Software List:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution. The bidder is requested to use the form provided in Annex D.
- (E) **Solution System Architecture:** The Bidder is requested to provide an overview of the proposed Software Solution's technical architecture. This information is requested for information purposes only and will not be evaluated.
- (F) **Description of Evolution of Software Solution:** The Bidder is requested to describe when and how the proposed Software Solution was conceived and how it has evolved, with the accomplishments of each release. This is requested for information purposes only and will not be evaluated.

Also, the Bidder's Technical Bid is required to provide, as a minimum, the following:

- (G) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form (attached as Part 5, Attachment 5.2 of the bid solicitation) with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (H) **Corporate Profile:** The Bidder is requested to provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The

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Bidder is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Tables in Annex B without any conditions, assumptions, restrictions or otherwise. Any financial proposal that purports to restrict the way in which the Crown acquires goods or services under the resulting contract, with the exception of those limitations that are expressly set out in this bid solicitation, will be treated as being non-responsive and the Bidder's bid will be given no further consideration. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (d) **Exchange Rate Fluctuation**
- The requirement does not provide for exchange rate fluctuation protection.
- Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### 3.4 Section III: Certifications

Bidders must provide copies of all applicable Certifications (see Part 5), signed and dated by an authorized representative of the Bidder in the space provided, as follows:

- (i) Part 5, Certifications Attachment 5.1 Code of Conduct Certifications - Consent to a Criminal Record Verification
- (ii) Part 5, Certifications Attachment 5.2 Bid Submission Form
- (iii) Part 5, Certifications Attachment 5.3 Software Publisher Certification Form
- (iv) Part 5, Certifications Attachment 5.4 Software Publisher Authorization Form

## 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. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
- (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Technical Evaluation - Mandatory Technical Criteria

- (a) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (b) Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.
- (c) The technical mandatory requirements are described in Annex A, Statement of Requirements.

### 4.3 Proof of Proposal Test for the Top-Ranked Bid:

- (a) It is within the Canada's sole discretion to determine if a Proof of Proposal (PoP) test is required. If Canada determines that a PoP test is required, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm that it will function as described in the bid and that it meets the technical functionality requirements described in Annex A, Statement of Requirements. The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in Annex A, or the PoP test may take place at a location in the National Capital Region selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in Annex A (it is within the Contracting Authority's sole discretion to determine whether the Bidder has accurately recreated this environment for the test).
- (b) After being notified by the Contracting Authority, the Bidder will be given a maximum of 7 working days to start the installation of the proposed solution. The installation must be completed and functional within 5 working days of the Bidder starting the installation (7.5 hrs/day). Canada will then conduct the PoP test. Up to 2 representatives of the Bidder may be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test

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should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within 5 days.

- (c) Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified.
- (d) In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.
- (e) If, during the initial installation of the software for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

#### 4.4 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables in Annex B, Basis of Payment, completed by the bidders. The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

#### (b) Formulae in Pricing Tables

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

#### 4.5 Ranking of Bidders

The top-ranked responsive bid will be determined based on the bids that meet all of the Mandatory Requirements of the bid solicitation and offers the lowest Total Bid Price as established through the Financial Evaluation.

#### 4.6 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The top-ranked responsive bid with the lowest total bid price, that have successfully completed the PoP test, if applicable, will be recommended for contract award, subject to the provisions of this bid solicitation.
- (b) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be

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awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

- (c) If more than one bid is ranked first because of identical overall scores, then the bid with the lowest price for the entire contract duration of annual software maintenance and support services will become the top-ranked bid.

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

Compliance with the certifications that bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. 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 Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### 5.2 Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

### 5.3 Federal Contractors Program - Certification

- (a) The Federal Contractors Program for Employment Equity (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- (b) Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.
- (c) If the Bidder does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax

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(819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

- (d) Each bidder is requested to indicate in its bid whether it is:
- (i) not subject to FCP, having a workforce of fewer than 100 permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
  - (ii) not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
  - (iii) subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but it has not previously obtained a certificate number from HRSD (because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the Bidder; or
  - (iv) subject to FCP, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP is available on the following HRSDC Website:  
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

**Note to Bidders:** Bidders are requested to use the Bid Submission Form to provide information about their status under this program. For a joint venture bidder, this information must be provided for each member of the joint venture.

#### 5.4 Bidder Certifies that All Equipment and Software is “Off-the-Shelf”

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

#### 5.5 Software Publisher Certification and Software Publisher Authorization

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

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information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.

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

## 5.6 Former Public Servant Certification

- (a) Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.
- (b) For the purposes of this clause,
- (i) **"former public servant"** means a 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 and includes:
- (A) an individual;
  - (B) an individual who has incorporated;
  - (C) a partnership made up of former public servants; or
  - (D) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- (ii) **"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.
- (iii) **"pension"** means, in the context of the fee abatement formula, 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 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 *Canadian Pension Plan Act*, R.S., 1985, c. C-8a pension payable pursuant to the *Public Service Superannuation Act*, R.S., 1985, c. P-36, as indexed pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24.
- (c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
- (i) name of former public servant;
  - (ii) date of termination of employment or retirement from the Public Service.
- (d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:
- (i) name of former public servant;
  - (ii) conditions of the lump sum payment incentive;

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- (iii) date of termination of employment;
  - (iv) amount of lump sum payment;
  - (v) rate of pay on which lump sum payment is based;
  - (vi) period of lump sum payment including start date, end date and number of weeks; and
  - (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- (e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- (f) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

**Note to Bidders:** *Bidders are requested to provide the information required by this clause in their Bid Submission Form (Part 5, Attachment 5.1).*

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## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Financial Capability**

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

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

(a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirements (SOR), in accordance with, and at the prices set out in, the Contract. This includes:

- (i) granting a non-exclusive, perpetual Commercial -Off-the-Shelf (COTS) Privilege Management Software Solution, including the licensed documentation (which includes warranty, delivery, installation and configuration of the Licensed Software) for 7500 User licenses;
- (ii) providing maintenance and support for the Licensed Software during the Software Support Period;

(all of which shall be hereinafter collectively referred to as the "**Software Solution**") all in accordance with the requirement described in this Contract, including the Statement of Requirements. The Contractor shall ensure, throughout the Period of the Contract, that the Software Solution functions in accordance with and meets the requirements described in the Statement of Requirements, and provides the functionality described in the Contractor's bid in response to the bid solicitation resulting in this Contract.

(b) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.

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

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

### 7.2 Optional Goods and/or Services

(a) The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period on the initial requirement by 5 additional 12-month periods, exercisable at any time during the Contract Period at the price set out in Annex B, Basis of Payment. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

(b) The Contractor grants to Canada the irrevocable option to acquire, on an "As-and-When" requested basis, additional User licenses (approximately 2500) to use the Licensed Software in order to increase the scope of the Software Solution, and to acquire Maintenance and Support Services thereon, at any time during the Contract Period and any extension thereof, under the same terms and conditions and at the prices and/or rates stated in Part 7, Annex B, Basis of Payment. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

(c) The Contracting Authority may exercise the option(s) at any time before the expiry of the Contract by sending a written notice to the Contractor.

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### 7.3 Software Solution

(a) **Software Solution:** The Contractor must provide the Licensed Software described in the Contract, which includes everything described in this article, as well as anything further required to ensure that the Users are able to use all the features and functionality of the Software Solution described in the Statement of Requirements, including but not limited to providing any and all agents, host agents, access licenses, drivers, application program interfaces, adapters, connectors, plug-ins, software development tool kits and management console(s).

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

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products:  _____ [this information will be completed at contract award using information in the Contractor's bid]
Type of License being Granted	User License
Option to Purchase Licenses for Additional Users	The Contractor grants to Canada the irrevocable option to purchase additional User licenses at the price set out in Annex B on the same terms and conditions as the initial User licenses granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Language of Licensed Software	The Licensed Software must be delivered in both French and English.
Delivery Location	<b>[Note to Bidders: This information will be completed at the time of contract award]</b>
Media on which Licensed Software must be Delivered	Internet Download, and Compact Disc (CD) or Digital Video Disc (DVD)

(c) **Grant of Licenses:** In addition to the obligations set out in Section 02 (License Grant) of 4003 - Licensed Software, the Contractor grants to Canada a license to use the Licensed Software in accordance with the Contract. This license is non-exclusive, perpetual, irrevocable, world-wide, fully paid and without royalties. The license cannot be restricted, modified or revised in any way by the Contractor.

This license includes the right for Canada to install, copy, deploy and use the Licensed Software, which includes the rights:

- (i) to deploy, in whole or in part, any or all of the software products that form part of the Licensed Software, together or separately, and in as many installations and locations (off-site workplaces or work environments "in the field", and in-home work environments for the Client's business purposes) as the Client sees fit;
- (ii) to create or process an unlimited number of documents, transactions, data and events;
- (iii) to use English and French versions;
- (iv) to run the Licensed Software on multiple computing platforms and devices; under the Contract, "devices" are defined as mainframes, servers, desktops, workstations, notebooks, laptops, personal digit assistant(s) and networking equipment and peripheral equipment such as switches, routers, hubs, bridges,

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phones and Gateways, and any other equipment that has a central processor unit(s), mass storage device(s), input output device(s) and operating system;

- (v) to grant access through a browser using Internet, intranet and extranet environments or any other connections to anyone (Canadians and non-Canadians and employees and contractors of Canada) who uses the services and programs provided by Canada (regardless of their location) to access, view, enter, search, exchange and read information held and created by the Client using the Licensed Software;
- (vi) to make this use by way of a network, the Internet, an intranet, an extranet, a virtual private network (VPN), an inter-network, or such other means as may become possible from time to time so that users have "universal access rights" (i.e., a right to access the Licensed Software by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available from time to time;
- (vii) to make this use regardless of the operating systems, software applications and Application Programming Interface(s) (API) that the Client may be using from time to time; however, Canada acknowledges that the Contractor is not granting any license rights to software other than the Licensed Software;
- (viii) to receive the Licensed Software from the Contractor on Canada's choice(s) of the media on which the Contractor makes the Licensed Software available to customers (including CD-ROM, Internet download, and such other media that the Contractor uses to distribute the Licensed Software at any given time);
- (ix) to distribute the Licensed Software to individual Client Users on Canada's choice(s) of media; and
- (x) to continue to use the Licensed Software regardless of any changes made at any given time, including but not limited to changes in the operating system, other applications, hardware, peripherals or devices with which the Licensed Software operates; however, the Contractor is not required to deliver a new or different version of the Licensed Software to enable the Client Users to continue to use the Licensed Software in a different environment than the one(s) described in the Contract (unless expressly required to do so as part of the warranty or software maintenance for the Licensed Software described in the Contract).

all without affecting the pricing in the Contract and without requiring the Client to obtain additional licences or accept amended licence terms for the Licensed Software. The "**Licensed Software**" includes all the software listed in Annex D.

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

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## 7.4 Licensed Software Maintenance and Support

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

Software Support Period	From Contract Award to 1 year later
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licenses supported under the Contract.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 5 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Hours for Providing Support Services	The Contractor's personnel must be available 24 hours a day, 7 days a week, 365 days a year, local time, at the site where the Licensed Programs are installed, inclusive of statutory holidays observed by Canada at the site where the service is required.
Contractor must provide On-site Support Services	Yes
Contractor must provide Swift Action Tactical (SWAT) services	Yes
Contractor must keep track of software releases for the purpose of configuration control	Yes
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____</p> <p>Toll-free Fax Access: _____</p> <p>Email Access: _____</p> <p>The Contractor must respond to all telephone communications (with a live service agent), within 60 minutes of the initial time of the Client or User's initial communications. The Contractor must respond to all fax or email communications (with a live service agent) within 4 hours of the initial time of the Client or User's initial communication and in the official language, English or French, of the Client or User's initial communication.</p> <p><b><i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></b></p>
Website	In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be

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	available 99% of the time. The Contractor's website address for web support is _____. <b>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</b>
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

- (b) **Software Maintenance (See Annex D for definitions):** In addition to the obligations set out in Section 15 (Warranty) of 4003 - Licensed Software, and the Contractor's obligations under 4004 - Software Maintenance and Support Services for Licensed Software, the Contractor must provide the following services as part of the "Software Maintenance" throughout the "**Software Support Period**", which is identified in Annex B, and which Canada has exercised its option (if any) under the Contract to extend the Software Maintenance: The Contractor must provide the Client with the most recent release(s) and version(s) of the Licensed Software during the period of the Software Maintenance, as soon as they are available.
- (c) In addition to the Contractor's obligations under Section 3 (Maintenance Releases) of 4004 - Software Maintenance and Support Services on Licensed Software, the Contractor must deliver the following software code as part of the Software Maintenance:
- (A) all Bug Fixes, Software Patches, and all other Enhancements;
  - (B) all Upgrades, updates, major and minor New Releases, and Renames;
  - (C) all Extensions and other modifications, including but not limited to drivers, service packs, and Service Releases;
  - (D) all application programming interfaces (APIs), plug-ins, applets and adapters;
  - (E) all rewrites, including in other programming language(s), where the original version(s) is no longer being maintained by the Software Publisher; and
  - (F) on request, all backgrades or downgrades; however, if these backgrades or downgrades are versions predating the version of the Licensed Software acquired from the Contractor, the backgrade or downgrade version is provided without warranty and the Contractor will have no obligation to provide Software Maintenance or Support Services for the backgrade or downgrade version of the Licensed Software,

which will be made available by the Software Publisher during the Software Maintenance and Support Period.

## 7.5 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

### (a) General Conditions:

- (i) 2010A (2012-07-16), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications of 2010A referenced above is replaced by:

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During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

**(b) Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software; and
- (ii) 4004 (2010-08-16), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

**7.6 Contract Period**

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

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

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

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 5 additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

**7.7 Delivery Date**

- (i) All the deliverables must be received within 10 working days of the date the Contract is awarded.
- (ii) The Maintenance and Support Services must be accessible on the date the Contract is awarded.

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**7.8 Authorities**

**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Name: Manon Friesen  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Acquisitions Branch

Directorate: Software and Shared Systems Procurement Directorate (SSSPD)  
 Address: 11 rue Laurier, Gatineau, Quebec, K1A 0S5  
 Telephone: (819) 956-1161  
 Facsimile: (819) 953-3703  
 E-mail address: manon.friesen@pwgsc-tpsgc.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.

**(b) Technical Authority**

The Technical Authority for the Contract is: (Note to Bidders: The Technical Authority will be identified at Contract Award.)

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

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

**(c) Contractor's Representative** (Note to Bidders: This information will be completed at contract award)

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

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## 7.9 Payment

### (a) Basis of Payment

- (i) **Licensed Software:** For the license(s) to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation) in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, GST/HST extra. The firm prices include the warranty during the Software Warranty Period.
- (ii) **Maintenance and Support for Licensed Software:** For maintenance and support services throughout the initial Software Support Period, in accordance with the Contract, Canada will pay the Contractor, quarterly in arrears, the firm annual price(s) set out in Table 1 and Table 3 of Annex B, FOB destination, including all customs duties, GST/HST extra, if applicable.
- (iii) **Optional Additional Software Licenses:** For additional existing Licensed Software (including delivery and installation of the Licensed Software and the Software Documentation), if Canada exercises its option, Canada will pay the Contractor the firm price per User set out in Table 2 of Annex B, FOB destination, including all customs duties, GST/HST extra, if applicable.
- (iv) **Optional Software Maintenance and Support:** If Canada exercises its option to extend the Software Maintenance and Support Period, Canada will pay the Contractor the firm annual price (s) set out in Table 3 of Annex B, payable quarterly in arrears, FOB destination, including all customs duties, GST/HST extra, if applicable. If additional existing licenses to use the Licensed Software are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of licenses divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those licenses for a partial year).
- (v) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (vi) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

### (b) Limitation of Expenditure

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.

### (c) Method of Payment - Single Payment

Canada will pay the Contractor upon completion and delivery of the software 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;

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- ii) all such documents have been verified by Canada;
- iii) the Work delivered has been accepted by Canada.

**(d) Method of Payment - Quarterly in Arrears**

- (i) Canada will pay the Contractor quarterly in arrears for the software maintenance and support services if:
  - (A) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (B) All such documents have been verified by Canada.
- (ii) Payment made quarterly in arrears does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

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

- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

**7.10 Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Client Administrative Authority, and a copy to the Contracting Authority.

**7.11 Certifications**

- (a) Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

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## 7.12 Applicable Laws

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

## 7.13 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
  - (i) 4003 (2010-08-16) - Supplemental General Conditions- Licensed Software;
  - (ii) 4004 (2010-08-16) - Supplemental General Conditions- Maintenance and Support Services for Licensed Software;
- (c) General Conditions 2010A (2012-07-16) - Goods (Medium Complexity)
- (d) Annex A, Statement of Requirements;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Definitions;
- (g) Annex D, Software List
- (h) the Contractor's bid dated \_\_\_\_\_, as amended \_\_\_\_\_, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

## 7.14 Foreign Nationals (Canadian Contractor)

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

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

## 7.15 Foreign Nationals (Foreign Contractor)

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

## 7.16 Insurance Requirements

- (a) SACC Manual clause G1005C (2008-05-12) Insurance Requirements

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

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada

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with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

**(b) First Party Liability:**

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
  - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1M.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1M, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

**(c) Third Party Claims:**

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the

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third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

- (ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

#### 7.18 Joint Venture Contractor

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

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

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### 7.19 Safeguarding Electronic Media

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

### 7.20 Reporting Requirements

Upon request, the Contractor must provide the following reports to the Contracting Authority:

- (a) A list of all existing supplies of the Licensed Software owned by the Client. Such list must indicate: (1) the name of the Client Representative, 2) the software product(s) name and its part number, (3) the quantity of licenses, (4) the maintenance and support services expiry date (if still valid) and (5) the contract number.
- (b) The Contractor will have 30 working days (or a longer period if specified in writing by the Contracting Authority) to provide the reports.

### 7.21 Representations and Warranties

The Contractor made statements regarding its experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

### 7.22 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

### 7.23 Authorized Agent

The vendor listed below has been designated as the authorized agent for the purposes of receiving and fulfilling this Contract, and for the purposes of receiving payment. Receipt by the authorized agent of payment for this Contract shall be deemed to be receipt by \_\_\_\_\_(contractor name) of such payment.

**Note to Bidders: This space will be filled out by the Contractor's representative at contract award if applicable.**

Attention:

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Telephone:

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## **ANNEX A**

### **STATEMENT OF REQUIREMENTS (SOR)**

**Privilege Management Software Solution (PMSS)**

**For**

**Department of Fisheries and Oceans Canada**

## 1. Requirement

The Department of Fisheries and Oceans (DFO) has a requirement to manage the installation of software at the desktop through the use of a Privilege Management Software Solution (PMSS). DFO plans to procure and implement a software solution that will provide privilege management functions to PC users across the department.

## 2. Overview and Objectives

The Desktop Engineering Services branch at Fisheries and Oceans Canada (DFO) is in the process of implementing an upgrade to departmental PCs to a new software image based on Windows 7, Office 2010 and Internet Explorer 9.

As a part of this upgrade project, DFO is moving to a more secure computing and desktop environment using privilege management software to provide appropriate application and system rights for the purpose of enabling application installation and maintenance. Successful implementation of privilege management software will also allow DFO to more accurately manage application licenses, reduce the number of applications, control costs and make the task of computing infrastructure management more efficient.

## 3. Area of Implementation

The software solution will be rolled out department wide.

## 4. Scope

There is a need for privilege management software within the computing environment at DFO. DFO requires a software solution that will:

- Support DFO in transitioning from an unmanaged software release environment to a managed software release environment
- Interrupt UAC (User Access Control) prompts in the secured desktop environment with a temporary token to grant privileges and revoke these privileges once the task or installation is completed
- Reduce the number of applications being used based on an approved application list or an application exception management list
- Provide continuity in business processes for the end users when transitioning to the new environment

## 5. Technical Environment

The following numbers provide information on the IT environment at DFO

- 10,000 workstations
- 3500 mobile users
- 1200 Citrix Zen Desktop remote users
- 500 program applications
- 600 COTS products

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i) Server Platform

DFO currently hosts 750 applications hosted on Microsoft Windows servers.

The current standard platform for application hosting servers is Windows 2008 R2 server running on VMWare ESX and Microsoft Hyper V.

DFO is in the process of moving to Microsoft System Centre Configuration Manager 2012 for software management.

ii) Desktop Platform

DFO currently uses Microsoft Windows XP SP3 running Microsoft Office XP but will be transitioning to Microsoft Windows 2007 SP1 running Microsoft Office 2010.

iii) Authentication and Email

DFO currently uses Microsoft Active Directory 2008 Mix Mode for authentication.

DFO currently uses Microsoft Exchange 2003 for email and are in the process of migrating to Microsoft Exchange 2010.

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## Appendix A – Mandatory Technical Requirements

<u>No.</u>	<u>Mandatory Requirement</u>
<b>M1</b>	The software solution must be compatible with DFO's technical environment in order to work as described in the SOR.
	a. Microsoft Server 2008 R2
	b. Active Directory 2008 Mix-Mode
	c. Microsoft SCCM 2012
	d. Cisco SVPN Any Connect
	e. Microsoft Windows XP SP3
	f. Microsoft Windows 2007 SP1
<b>M2</b>	The software solution must work and be complete which includes all necessary components in order for the solution to work as described in the RFP and be commercially available before bid closing i.e. not a pre-release.
<b>M3</b>	The client software component must be compatible with each of the following Operating Systems:
	a. Microsoft Windows XP SP3
	b. Microsoft Windows 7 SP1 using the French or English language pack
	c. Cisco SVPN Any Connect VPN Client
<b>M4</b>	The software solution must support clients from multiple Active Directory domains/forests from a central management console.
<b>M5</b>	The software solution management console must include Graphical User Interfaces (GUI) in order to administer all the functionalities of the privilege management software.
<b>M6</b>	The software solution must support virtualized operating systems running on but not limited to:
	a. VMWare ESX
	b. Microsoft Hyper-V
<b>M7</b>	The software solution must provide a central console interface for managing the solution.
<b>M8</b>	The software solution must support, from a central management console:
	a. Computers joined to the domain and online
	b. Computers joined to the domain and not online
	c. Computers not joined to the domain and online (internet connection)
<b>M9</b>	The software solution must support policy enforcement while the end user is working offline.
<b>M10</b>	The software solution must provide a central method for elevating privileges including but not limited to the following:
	a. Running Tasks
	b. Software Installation
	c. Running Software

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No.	<b><u>Mandatory Requirement</u></b>
	<p>d. Software Sub-Routines called by parent application whether part of the install routine or as part of the running program</p> <p>e. Registry Editing (whole or by sub key)</p>
	<p>f. Control Panel Applets [CPLs]</p>
<b>M11</b>	<p>The software solution must support deployment by one of the following methods:</p> <p>a. SCCM 2012 or</p> <p>b. Active Directory</p> <p>c. Internal to the software solution</p>
<b>M12</b>	<p>The software solution must provide a workflow component for the management and granting approval of on-demand ad-hoc permission requests from within the solution.</p> <ul style="list-style-type: none"> <li>• The end user requests installation or use of an application not on the approved list</li> <li>• From within the solution they are prompted to enter the business requirements for the application</li> <li>• The business requirements are sent for review and approval (from inside the solution) and/or the application installation is pre-approved pending review of the business requirements</li> </ul>
<b>M13</b>	<p>The client agent must support messaging in both official languages of Canada, French and English, and must allow the end user to work in both French and English. Including but not limited to:</p> <p>a. Screen Shots</p> <p>b. Prompts</p> <p>c. Error Messages</p> <p>d. Alerts</p>
<b>M14</b>	<p>The software solution must provide the ability to set user authorization policies based on subnet, OU or security group, including computer and user location.</p>
<b>M15</b>	<p>The software solution must provide the ability to set user authorization polices based on a time period or date.</p>
<b>M16</b>	<p>The software solution must by default restrict the ability to install or execute applications and results in a message being displayed to the end-user.</p>
<b>M17</b>	<p>The software solution must provide end users the ability to run elevated tasks without being prompted by the system.</p>
<b>M18</b>	<p>The software solution must provide end users granted the privilege through the software solution, the ability to run applications with elevated privileges without being prompted by the system.</p>
<b>M19</b>	<p>The software solution must allow software sub components to run with elevated privileges.</p>
<b>M20</b>	<p>The software solution must provide the ability to import and export policies and rules.</p>
<b>M21</b>	<p>The software solution must centrally control the granting of permissions globally to all users or groups of users, machines and groups of machines.</p>

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No.	<b><u>Mandatory Requirement</u></b>
<b>M22</b>	<p>The software solution must integrate with Microsoft System Centre Configuration Manager (SCCM) 2012 and be able to:</p> <p>a. Deploy the agent</p> <p>b. Collect and manage reports</p>
<b>M23</b>	The software solution must provide, allow and support the generation of event and audit logs that, at a minimum, must include configuration and access rights changes.
<b>M24</b>	The software solution must provide, allow and support the functionality for system administrators to restrict access through the use of access rights to specific areas of the console.
<b>M25</b>	The software solution must be database driven and allow for custom queries.
<b>M26</b>	<p>The software solution must provide, allow and support reporting functionalities, including:</p> <p>a. Pre-defined reports including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Policies that are being activated/deactivated</li> <li>▪ List of applications with elevated privileges and blocked applications</li> <li>▪ List of PC's not locked down and user accounts still with administrator rights.</li> </ul> <p>b. Custom Reports</p> <p>c. User role information including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Account types</li> <li>▪ Permissions</li> <li>▪ Access rights</li> <li>▪ Account status</li> </ul>
<b>M27</b>	The software solution must support the current version, plus up to two previous versions.
<b>M28</b>	For existing privilege management policies, the software solution must capture UAC prompts and if allowed, authorize the elevation in real time.
<b>M29</b>	The software solution must discover applications requiring elevated rights prior to removing end user admin privileges.
<b>M30</b>	The software solution must provide statistics (from a given period of time) based on end user activity to ensure all events requiring elevated privileges are captured.

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<b>No.</b>	<b><u>Mandatory Requirement</u></b>
<b>M31</b>	The software solution must allow for SQL based custom reporting queries.
<b>M32</b>	The software solution must have demonstrated successful implementations with references for a Government Department with more than 10,000 end users.
<b>M33</b>	The software solution must have demonstrated successful implementations with references for a Private Corporation with more than 25,000 end users.
<b>M34</b>	The software solution must be server based and the management engine and main console must reside on their own servers and not rely on DC/GPO infrastructure. No software, files, GPO extension will need to be installed on the DC infrastructure. The solution will be contained on the dedicated servers.

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### Glossary of Terms:

Acronym/ Term	Description/ Definition
UAC	User Access Control
OU	Organizational Unit, part of Active Directory
Agent	An application installed on the desktop that receives, interprets and enacts privilege management policies as developed by the central administration point.
DC	Domain Controller. Part of Active Directory (AD). Server(s) part of the foundation of the domain infrastructure that houses the FSMO roles.
GPO	Group Policy Object (GPO) is a collection of settings that define what a system will look like and how it will behave for a defined group of users. The GPO is associated to selected Active Directory containers, such as sites, domains, or organizational units (OUs).

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## ANNEX B

### BASIS OF PAYMENT

***[Note to Bidders:***

1. Bidders must bid prices as requested in Tables 1 to 3 inclusively. The Financial Bid should include tables in the format shown below. Prices are to be included in the Financial Proposal only.
2. Failure to provide all of the required prices will result in the Bidder's bid Proposal being declared non-responsive.
3. The firm annual price in Table 1, item 2 must be the same for all 6 years (one initial year for the Contract Period plus 5 additional option years), or the bid will be considered non-responsive and will receive no further consideration.
4. The firm unit price per User in Table 2 must be the same for all 6 years (one initial year for the Contract Period plus 5 additional option years), or the bid will be considered non-responsive and will receive no further consideration.
5. The firm annual price in Table 3 must be the same for all 6 years (one initial year for the Contract Period plus 5 additional option years), or the bid will be considered non-responsive and will receive no further consideration.]

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**TABLE 1 - Licensed Software with Software Maintenance and Support on Initial Requirement**

FIRM PRICES FOR THE INITIAL REQUIREMENT				
ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	FIRM LOT PRICE
1	For the supply of a Privilege Management Licensed Software Solution for an initial requirement of 7500 User licenses, including the licensed documentation (warranty, delivery, installation and configuration of the Licensed Software), meeting all the software requirements as detailed in the Statement of Requirements (SOR).	Lot	1	\$ _____
ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	FIRM ANNUAL PRICE
2	For the supply of the Maintenance and Support Services for an initial requirement of 7500 User licenses of the Licensed Software. This firm annual price for Maintenance and Support Services of the Licensed Software shall apply for the duration of the Contract including all option years.	Annual	1	\$ _____

**[Note to Bidder:** FOR EVALUATION PURPOSES, THIS AMOUNT OF ITEM 2 WILL BE MULTIPLIED BY 6 TO ACCOUNT FOR THE INITIAL CONTRACT PERIOD AND THE 5 OPTION YEARS.]

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**TABLE 2 - Option for Additional Licensed Software**

FIRM UNIT PRICE FOR OPTIONAL ADDITIONAL LICENSED SOFTWARE			
ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	FIRM UNIT PRICE PER USER
1	<p>For the supply of optional Licensed Software over and above the initial requirement of 7500 User licenses, including the licensed documentation (warranty, delivery installation and configuration of the Licensed Software), meeting all the software requirements as detailed in the Statement of Requirements (SOR).</p> <p>The price for optional additional User licenses shall apply for the duration of the Contract including all option years.</p>	Per User	\$ _____

**[Note to Bidder:** FOR EVALUATION PURPOSES, A QUANTITY OF 2500 MULTIPLIED BY THE FIRM UNIT PRICE PER USER WILL BE USED TO CALCULATE THE EXTENDED TOTAL FOR ITEM 1. ]

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**TABLE 3 - Optional Software Maintenance and Support Services**

FIRM ANNUAL PRICE FOR MAINTENANCE AND SUPPORT SERVICES FOR OPTIONAL ADDITIONAL LICENSED SOFTWARE DURING THE CONTRACT PERIOD				
ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	SOFTWARE SUPPORT PERIOD	FIRM ANNUAL PRICE PER ADDITIONAL USER
1	<p>For the provision of Software Maintenance and Support Services for the Licensed Software on optional additional existing Licensed Software.</p> <p><b>Note:</b> In the event Canada exercises the option to purchase increased license coverage over and above the initial requirement, the following calculation, for the Maintenance and Support Services will be used: In order to provide for a common termination date for the Maintenance and Support Services, Canada will pay an amount based on the above firm price, divided by twelve (12) and then multiplied by the number of months or partial months remaining to the common Maintenance and Support Services termination date.</p>	Annual	From the date of purchase of the Software and Maintenance and Support Services on optional additional Licensed Software ending one year later (12 months). This firm annual price per additional User shall apply for the duration of the Contract including all option years (5 additional 12-month periods).	\$ _____

**[Note to Bidder:** FOR EVALUATION PURPOSES, A QUANTITY OF 2500 MULTIPLIED BY THE FIRM ANNUAL PRICE PER ADDITIONAL USER WILL BE USED TO CALCULATE THE EXTENDED TOTAL FOR ITEM 1. THE EXTENDED TOTAL WILL BE MULTIPLIED BY 6 TO ACCOUNT FOR THE INITIAL CONTRACT PERIOD AND THE 5 OPTION YEARS.]

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**TABLE 4 - TOTAL BID PRICE (TBP) FOR EVALUATION**

<b>TOTAL BID PRICE (TBP) FOR EVALUATION</b>		
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>TOTAL</b>
1	Table 1 - Licensed Software for initial requirement	Firm Lot Price for Item 1 of Table 1 = \$
2	Table 1 - Software Maintenance and Support Services for initial requirement including option years	Firm Annual Price for Item 2 of Table 1 X 6 = \$
3	Total price for Table 2 - Optional additional Licensed Software over and above the initial requirement	Firm Unit Price per User X 2500 = \$
4	Total price for Table 3 - Maintenance and Support for the optional additional Licensed Software over and above the initial requirement of 7500 User licenses	Firm Annual price per additional User X 2500 X 6 = \$
5	<b>TOTAL BID PRICE (TBP) FOR EVALUATION</b>	<b>Extended Price for Evaluation Purposes (Item 1 + Item 2 + Item 3 + Item 4) = \$</b>

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## ANNEX C - DEFINITIONS

**"Renames"** means an upgrade to the Licensed Software where the product name is changed, but the new software product has similar features and functionality as the Licensed Software, regardless of whether the Contractor refers to it as a "rename".

**"Bug Fixes"** means a temporary work-around, patch, or bypass to update the program code to correct errors or defects.

**"Error"** means any software instructions or statement contained in (or absent from) the Licensed Program that, by its presence or absence, prevents the Licensed Software from operating in accordance with the Specifications.

**"Enhancement"** also often referred to as an **"interim release"** means an interim release version of the Licensed Software, which is often documented by adding a further decimal and digit to the version or release number (e.g., V.X.X.2 would be the next enhancement after V.X.X.1).

**"Upgrades (minor)"** means an update to the Licensed Software to add, extend, enhance and/or improve the existing features, functionality and/or performance of the program code, which is documented by a version or build number change to the right of the first decimal (e.g., Product X Version 1.0 changes to Product X Version 1.1 or Product X Version 1.0.0 changes to Product X Version 1.0.1), regardless of whether the Contractor refers to it as a "minor upgrade".

**"Upgrades (major)"** means an update to the Licensed Software to add, extend, enhance and/or improve the existing features, functionality and/or performance of the program code, which is documented by a version or build number change to the left of the first decimal (e.g., Product X Version 1.3 changes to Product 2.0 or Product X Version 1.1.5 changes to Product X Version 2.0.0), regardless of whether the Contractor refers to it as a "major upgrade".

**"New Release"** means a system release, a version release, and interim release of the Licensed Software, regardless of whether the Contractor refers to it as a "new release".

**"Extensions"** means an update to the Licensed Software that extends the features, functionality or performance of the Licensed Software program code, regardless of whether the Contractor refers to it as an "extension".

**"Software Patches"** means an engineering fix to a problem that may be incorporated into a new release to update the Licensed Software in order to improve or correct errors or defects in the program code.

**"Service Releases"** means a release of the Software which is designed to operate on designated combinations of computer hardware and operating systems. A new System Release typically will be indicated by the addition of one (1) to the first digit of the release number (e.g. v.2.X.X would be the next System Release after v.1.X.X).

**"Technical Support Organization"** ('TSO') means those Contractor product specialists who make available technical support to Contractor's Clients who have contracted for and are current under Contractor's Maintenance Services.

**"Version Release"** means a release often involving a limited number of new or enhanced features or functionality or features and error corrections, which is often documented by adding a second digit after the release number (e.g., V.X.2.X would be the next version release after V.X.1.X).

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## ANNEX D

### SOFTWARE LIST

**LIST OF ALL SOFTWARE COMPONENTS, INCLUDING VERSION NUMBER, INCORPORATED IN THE PRIVILEGE MANAGEMENT SOFTWARE SOLUTION (PMSS)**

**Software Name**

**Version Number**

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## **PART 4**

### **Attachment 4.1**

## **Bidder Response Form**

**(see attached)**

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## **PART 5**

### **Attachment 5.1**

#### **Code of Conduct Certifications- Consent to a Criminal Record Verification (see attached)**

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## PART 5

### Attachment 5.2

### Bid Submission Form

BID SUBMISSION FORM		
<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> [see the <i>Standard Instructions 2003</i> ]		
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Former Public Servants</b>  See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?  Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?  Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	

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<p><b>Federal Contractors Program for Employment Equity (FCP EE) Certification:</b></p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i>:</p>	
	<p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p>	
	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</p>	
	<p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>	
<p><b>Number of FTEs</b> [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>		
<p><b>Security Clearance Level of Bidder</b> <i>[include both the level and the date it was granted]</i></p>		
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>		
<p><b>Signature of Authorized Representative of Bidder</b></p>		

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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048ee

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File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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## PART 5

### Attachment 5.3

## Software Publisher Certification Form

### Software Publisher Certification Form

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

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

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

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

048ee

Client Ref. No. - N° de réf. du client

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CCC No./N° CCC - FMS No./N° VME

## PART 5

### Attachment 5.4

## Software Publisher Authorization Form

### Software Publisher Authorization Form

(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below.

This authorization applies to the following software products:

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

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

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

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

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

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

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

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

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

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

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

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