

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

**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> Software solution	
<b>Solicitation No. - N° de l'invitation</b> EN929-121965/A	<b>Date</b> 2012-07-11
<b>Client Reference No. - N° de référence du client</b> EN929-12-1965	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCN-023-14720	
<b>File No. - N° de dossier</b> QCN-1-34664 (023)	<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 2012-08-22</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Boudrias, Marie-M.	<b>Buyer Id - Id de l'acheteur</b> qcn023
<b>Telephone No. - N° de téléphone</b> (418) 649-2806 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA 150 BOUL DION MATANE Québec G4W 3L7 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**

TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

l'acheteur

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File No. - N° du dossier

QCN-1-34664

Amd. No. - N° de la modif. Buyer ID - Id de

qcn023

CCC No./N° CCC - FMS No/ N° VME

**BID SOLICITATION**  
**LABOUR COST MANAGEMENT SOFTWARE SOLUTION**  
**FOR**  
**PUBLIC WORKS AND GOVERNEMENT SERVICES CANADA**

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

Annex A	Statement of Requirements
Annex B	Basis of Payment

**List of Attachments to Part 3 (Bid Preparation Instructions):**

- Attachment 3.1: Financial Bid Presentation Sheet

**Forms:**

- Form 1 - Bid Submission Form

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- Form 2 - Software Publisher Certification Form
- Form 3 - Software Publisher Authorization Form

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**BID SOLICITATION FOR  
LABOUR COST MANAGEMENT SOFTWARE SOLUTION  
FOR  
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA**

**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

The bid solicitation and resulting contract document is divided into seven parts plus annexes, attachments and forms 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 Financial 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 (*Annex A*) and the Basis of Payment (*Annex B*).

The attachment is the Attachment 3.1 : Financial Bid Presentation Sheet

The forms includes the Form 1 - Bid Submission Form, the Form 2 - Software Publisher Certification Form and the Form 3 - Software Publisher Authorization Form.

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## 1.2 Summary

This bid solicitation is being issued to satisfy the requirement of Public Works and Government Services Canada (the "**Client**") for the purchase of a labour cost management software solution to help manage projects and recover costs for each activity.

The software solution will include the licensed software solution, a 12-months warranty, parameterization (set-up) and configuration services for deployment purposes, the user training, the technical training and the knowledge transfer and the documentation (including user guides and installation instructions). The client also requires maintenance and support services for the licensed software during the term of the contract.

In addition to the goods and services described above, the client also requires the following optional goods and services:

- (a) Option to purchase additional licences: Given the possibility that the number of users will increase, the client would like to exercise the option of purchasing additional licences (does not apply if the software licence is Entity type);
- (b) Optional periods for maintenance and support services;

It is intended to result in the award of a contract which begins on the date the Contract is awarded and ends one (1) year after the acceptance of the configured and parameterized license to use the Licensed Software and the software documentation, plus five one-year irrevocable options allowing Canada to extend the term of the contract.

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 term "**Client User**" refers to the employees of the Government of Canada, the Minister's office and staff, and other individuals authorized by the Client to perform services in relation to the business and affairs of the Client, including contractors or consultants performing work for the Client from time to time. The Client is Transport Canada.

There is no security requirement associated with this requirement.

The requirement is subject to the provisions of the *North American Free Trade Agreement* (NAFTA) and the *Agreement on Internal Trade* (AIT).

## 1.3 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.

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## 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 (2012-03-02) 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.

### 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 five (5) 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 detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 2.4 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in Quebec**.
- (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.

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## 2.5 Improvement of Requirement During Solicitation Period

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

## 2.6 Volumetric Data

The volumetric data available in section 2. of Annex A - Statement of Requirement has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the goods and services will be consistent with this data. It is provided purely for information purposes.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) Canada requests that bidders provide their bid in separately bound sections as follows:
- (i) Section I: Technical Bid (4 hard copies)
  - (ii) Section II: Financial Bid (1 hard copy)
  - (iii) Section III: Certifications (1 hard 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 each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - (iv) include a table of contents.
- (c) Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. For the purpose of this bid solicitation, individual members of a joint venture bidding in their own capacity are not considered the same bidder as a joint venture in which they form a part. If any bidder submits more than one bid, Canada will choose in its discretion which bid to consider.

### 3.2 Section I: Technical Bid

- (a) In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and their approach in a thorough, concise and clear manner for carrying out the work. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (b) The technical bid **must** include the following documents:
- (i) **Implementation Plan:** The Bidder **must** include a proposed draft implementation plan, which demonstrates that the Bidder's proposed implementation plan meets all the mandatory requirements for implementation described in Annex A - Statement of Requirements.
  - (ii) **Documentation:** The Bidder **must** include with its proposal, the technical data sheets of the proposed software solution. The technical sheets should demonstrate the compliance of the software solution with the requirements described in annex A - Statement of Requirements.

- (c) The technical bid **should** also include the following documents:
- (i) **Bid Submission Form:** Bidders **are requested** to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, 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.
  - (ii) **Training Plan:** The Bidder **should** provide an outline of its proposed draft training plan, which should demonstrate that the Bidder's proposed training meets all the mandatory requirements for training described in Annex A, Statement of Requirements and in section 19 of the contract clauses. The training plan should include, at a minimum: a description of the themes and topics that will be discussed with each group during the training, a description of the course materials that will be provided to participants, and the duration of the training. The training must be performed at the client facility, located at 150, Boul. Dion, Matane, Québec. The bidder should also provide an on-line training that may be used for future training purposes.
  - (iii) **List of Proposed Software:** The Bidder **should** 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.
  - (iv) **Solution System Architecture:** The Bidder **should** include an overview of the proposed Software Solution's technical architecture.

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the [Attachment 3.1: Financial Bid Presentation Sheet](#). 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) **SACC Manual Clauses**
  - (i) C3011T (2010-01-11), Exchange Rate Fluctuation

### 3.4 Section III: Certifications

Bidders must submit the certifications required under **Part 5**

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### (a) Mandatory Technical Criteria:

- (i) Each bid will be reviewed for compliance with 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.
- (ii) The mandatory requirements are described in Part 3 -Bid preparation instructions and in Annex A - Statement of Requirements.

#### (b) Demonstration

- (i) Canada may, but will have no obligation, to require that the top-ranked Bidder (identified after the financial evaluation) demonstrate any features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation. If required, the demonstration must be conducted, at no cost to Canada, at a location in Canada agreed to by the Contracting Authority. Canada will provide no fewer than 5 working days of notice before the scheduled date for the demonstration. Once the demonstration has begun, it must be completed within six (6) hours. Canada will pay its own travel and salary costs associated with any demonstration. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive.

### 4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price (TBP) using the Pricing Tables completed by the bidders (available at Attachment 3.1 - Financial Bid Presentation Sheet).

### 4.4 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 responsive bid with the lowest Total Bid Price (TBP) will be recommended for award of a contract.

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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 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 Federal Contractors Program - Certification

- (a) Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts 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 less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.
- (b) The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows
- (c) The bidder or the member of the joint venture:
  - (i) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
  - (ii) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
  - (iii) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more; or
  - (iv) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number.
- (d) Further information on the FCP is available on the HRSDC Web site :  
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

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### 5.3 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.

### 5.4 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 Form 2 - 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 with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Form 3 - Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada’s sole discretion to determine whether all the required information has been provided.
- (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.

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## PART 6 - FINANCIAL REQUIREMENTS

### 6.1 Financial Capability

- (a) SACC Manual clause A9033T (2011-05-16) 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, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) granting the license to use the Licensed Software described in the Contract;
  - (ii) providing the Software Documentation;
  - (iii) providing maintenance and support for the Licensed Software during the Software Support Period;
  - (iv) providing the professional services for the parameterization (set-up) and configuration of the software solution for deployment purposes;
  - (v) providing training for the software solution.
- (b) **Client:** Under the Contract, the "**Client**" is Public Works and Government Services Canada.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred) configured and parameterized, the Software Documentation, the maintenance and support services for the Licensed Software and the training.

### 7.2 Goods and/or Services

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

### 7.3 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

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

**(a) General Conditions:**

- (i) 2030 (2012-03-02), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

**(b) Supplemental General Conditions:**

The following Supplemental General Conditions:

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

apply to and form part of the Contract.

**7.4 Contract Period**

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

- (i) The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends one (1) year after the acceptance of the configured and parameterized license to use the Licensed Software and the software documentation; 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 one-year period** 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 **at least 15 calendar days 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.

**7.5 Delivery Date**

- (a) The configured and parameterized license to use the Licensed Software and the software documentation must be received **on or before 6 weeks after the contract award**.
- (b) The user training must be completed **on or before 16 weeks after the contract award**.

**7.6 Authorities**

**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Marie-Michèle Boudrias  
Supply agent  
Public Works and Government Services Canada  
1550, D'Estimauville Avenue  
Quebec, Quebec, G1J 0C7  
Telephone: 418-649-2806

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Facsimile: 418-648-2209  
E-mail address: marie-michele.boudrias@tpsgc-pwgsc.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** (to be completed by Canada at the contract award)

The Technical Authority for the Contract is:

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

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

**(c) Contractor's Representative** (to be completed by the contractor)

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

**(d) Administrative Authority** (to be completed by Canada at the contract award)

For information about invoicing and/or payments, you can contact :

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

**7.7 Payment****(a) Basis of Payment**

- (i) **Software Solution:** For the software solution (including the license to use the Licensed Software, the delivery, the parameterization, the configuration, the Documentation and the training), in accordance with the Contract, Canada will pay the Contractor the firm lot price set out in Annex B - Basis of Payment, FOB destination, including all customs duties, GST/HST extra. The firm lot price includes 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, in advance, the firm lot price set out in Annex B - Basis of Payment, FOB destination, including all customs duties, GST/HST extra. If additional 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). (Delete the last sentence of the paragraph if the bidder proposes an Entity license)
- (iii) **Optional Additional Software Licenses:** For additional licenses for additional Client Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price *per user or per device (to be selected at the contract award, in accordance with the type of license that will be proposed by the contractor)* set out in Annex B - Basis of Payment, FOB destination, including all customs duties, GST/HST extra. (Delete this section, if the bidder proposes an Entity license)
- (iv) **Optional Maintenance and Support for Licensed Software:** If Canada exercises its option to extend the maintenance and support for licensed Software, Canada will pay the Contractor, in advance, the firm lot price set out in Annex B - Basis of Payment, FOB destination, including all customs duties, GST/HST extra. If additional 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). (Delete the last sentence of the paragraph if the bidder proposes an Entity license)
- (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 Price**

- (i) 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 for the software solution - Single Payment**

(i) H1000C (2008-05-12), Single Payment

**(d) Method of Payment for the Maintenance and Support for Licensed Software- Advance Payment**

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

**(e) Method of Payment for Optional Additional Software Licenses - Single Payment** *(Delete this section, if the bidder proposes an Entity license)*

(i) H1000C (2008-05-12), Single Payment

**(f) Method of Payment for Optional Maintenance and Support for Licensed Software - Advance Payment**

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

**7.8 Maintenance and Support Services Pricing Stability**

(a) The Contractor acknowledges that it is important to Canada to be able to continue to access Software Maintenance and Support Services for the Licensed Software after the Term of Contract. The Contractor accordingly offers to continue to provide Software Maintenance and Support Services at reasonable annual rates and on all of the other terms and conditions set out in this Contract, subject to execution by the parties of a formal contract(s) therefor. For each of the two (2) years that follow the Term of Contract, the Contractor hereby offers annual rates that are the lesser of:

(i) the Contractor's then current published rates; and

(ii) the previously contracted rates adjusted by the percentage difference in the Consumer Price Index (CPI) as determined by Statistics Canada, for the twelve (12) month period immediately preceding the date on which the price change is to be effective; and

(iii) 2% more than the annual rates provided to Canada in the preceding year under this Contract or under any extension entered into pursuant to this Article;

(b) and the Contractor's obligations under this Article must survive termination or expiry of this Contract.

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## 7.9 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 Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

## 7.10 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.

## 7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (to be completed at the contract award).

## 7.12 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), Licensed Software;
  - (ii) 4004(2010-08-16), Maintenance and Support Services for Licensed Software;
- (c) general conditions 2030 (2012-03-02), General Conditions - Higher Complexity - Goods;
- (d) Annex A, Statement of Requirements;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), 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.

## 7.13 Foreign Nationals (Canadian Contractor) (Delete if the contractor is a Foreign Contractor)

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

**7.14 Foreign Nationals (Foreign Contractor)** (Delete if the contractor is a Canadian Contractor)

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

**7.15 Insurance Requirements**

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

**7.16 Limitation of Liability - Information Management/Information Technology**

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

**(b) First Party Liability:**

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (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 \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- (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 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).

**7.17 Licensed Software**

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

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

Number of Users Licensed <i>[delete this line if the license is a Device License or an Entity License]</i>	<i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Option to Purchase Licenses for Additional Users <i>[delete this line if the license is a Device License or an Entity License]</i>	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users 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.
Number of Devices Licensed <i>[delete this line if the license is a User License or an Entity License]</i>	<i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Option to Purchase Licenses for Additional Devices <i>[delete this line if the license is a User License or an Entity License]</i>	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Devices at the price set out in Annex B on the same terms and conditions as the initial Device 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.
Entity Licensed <i>[delete this line if the license is a User License or a Device License]</i>	The Entity Licensed is the Client.
Language of Licensed Software	The Licensed Software must be delivered in both French and English.
Delivery Location	Public Works and Government Services Canada Cheque Redemption and Control Directorate 150 Dion Boulevard Matane, Quebec G4W 3P7
Media on which Licensed Software must be Delivered	<i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Software Warranty Period	12 months
Acceptance Period of the configured and parameterized license to use the Licensed Software and the software documentation	Canada will have 90 days from receipt of the notice to perform its inspection (the "Acceptance Period").

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

Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

**7.18 Licensed Software Maintenance and Support**

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

Software Support Period	one (1) year from the acceptance of the <b>configured and parameterized</b> license to use the Licensed Software and the software documentation
Software Support Period when Additional Licenses added during Contract Period  <i>[delete this line if the license is an Entity License]</i>	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licences supported under the Contract.
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 the contract. The options may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Response time for <b>Severity 4 errors</b>	<b>Within thirty (30) days of notification by Canada</b>
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:  Telephone Access: _____  Fax Access: _____  Email Access: _____  The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.  <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>
Website	Despite Section 5 of 4004, the Contractor is not required to provide Support Services on the Internet.
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

**7.19 Training**

(a) **Providing Software Training:**

- (i) The Contractor must provide training on the software products that form part of the Software Solution in accordance with section 6. of Annex A - Statement of Requirement.
- (ii) Before providing any training, at least 10 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructions to the Technical Authority for approval.

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- (b) **Finalization of Draft Training Plan:** Within 10 working days of the Contract being awarded, Canada will provide any comments it has regarding the draft training plan submitted by the Contractor as part of its bid. The Contractor must update the training plan to reflect Canada's comments within 10 working days and resubmit it to Canada for approval.

## 7.20 Termination for convenience for software maintenance and support services

Notwithstanding the Termination for Convenience provisions contained at Section 31 of 2030 - General Conditions - Higher Complexity - Goods, the parties agree that in the event of termination of services for the convenience of Canada for which an advance payment has been made, charges up to the date of termination will be calculated on a prorata basis of a twelve month year and a thirty day month. The Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.

## 7.21 Safeguarding Electronic Media

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

## 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 Implementation

- (a) **Finalization of Draft Implementation Plan:** Within 5 working days of the Contract being awarded, Canada will provide any comments it has regarding the draft implementation plan submitted by the Contractor as part of its bid. The Contractor must update the implementation plan to reflect Canada's comments within 5 working days and resubmit it to Canada for approval.

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## ANNEX A - STATEMENT OF REQUIREMENT

### List of Abbreviations and Definitions

**CRCD:** Cheque Redemption and Control Directorate

**FTE:** Full-time equivalent, ie, administrative unit corresponding to a maximum number of work hours in a fiscal year based on the employees' collective agreement

**Super project:** Refers to a project under the authority of a department (a department may group several projects together)

**Project:** Refers to the client with whom we have an agreement (Memorandum of Understanding)

**Activity:** Operation carried out by an employee (basic input)

**Services:** A package of several activities provided for a client as part of the same project

**Division (or cost centre):** Administrative unit under a manager's responsibility

**Business line:** A range of services provided in the same area of activity (eg, scanning, reconciliation)

**Fiscal year:** Period from April 1 to March 31

## 1. INTRODUCTION

The Cheque Redemption and Control Directorate (CRCD) would like to acquire a labour cost management **software solution** to help manage projects and recover costs for each activity.

The **software solution** must have the following capabilities:

- (a) Enable the CRCD to gather data on how work time is used within the organization for each of a variety of activities. Items of information must be entered individually in a multiple-user environment (time sheet aspect);
- (b) Enable the CRCD to generate reports and dashboards in real time in order to analyse budget monitoring activities.

The **software solution** will include the licensed software, a 12-month warranty, parameterization and configuration services for deployment purposes, and training and documentation (including user guides and installation instructions).

The CRCD also requires maintenance and support services for the licensed software solution during the term of the contract.

### 1.1 Optional goods and services

In addition to the goods and services described above, the CRCD would also like to have the following optional goods and services:

- (a) Option to purchase additional licences: Given the possibility that the number of users will increase, the CRCD would like to exercise the option of purchasing additional licences (does not apply if the software licence is Entity-type);
- (b) Optional period for maintenance and support services;

## 2. SCOPE AND VOLUMETRIC DATA

### 2.1 Scope of the software solution

The software solution includes the following functions and processes:

Function or Process	Tool or Service	Volumetric Data
Cost management per activity	Required	<ul style="list-style-type: none"> <li>•At least 3 business lines</li> <li>•40 current projects and unlimited requirement</li> <li>•+/- 50 activities and possibility of adding more</li> </ul>
Access (profiles) management	Required	<ul style="list-style-type: none"> <li>•Currently 232 active profiles (users)</li> </ul>
Approvals management (escalating)	Required	<ul style="list-style-type: none"> <li>•Level 1: Employees (about 200 people)</li> <li>•Level 2: Unit chiefs/managers (between 15 and 30 people)</li> <li>•Level 3: System pilot project analysts (about 3 people)</li> </ul>
Management of schedules and leave	Required	<ul style="list-style-type: none"> <li>•A minimum of two different schedules required (see 3.4(g))</li> <li>•Configuration of schedules according to the fiscal year (April to March)</li> </ul>
Management of salary tables	Required	<ul style="list-style-type: none"> <li>•+/- 120 groups and salary levels</li> </ul>
Reports, analysis and export module	Required	<ul style="list-style-type: none"> <li>•Personalized reports and saving of most frequently requested reports</li> <li>•Able to question and present all compiled data</li> <li>•Report generator (pivot chart type in which we can select parameters)</li> <li>•Exporting of reports in a format compatible with the Excel software program</li> </ul>
Dashboards and analysis	Required	<ul style="list-style-type: none"> <li>•Menu for selecting indicators in real time</li> </ul>

## 2.2 Contextual data

### 2.2.1 CRCD Office

Public Works and Government Services Canada  
Cheque Redemption and Control Directorate  
150 Dion Boulevard  
Matane, Quebec  
G4W 3P7

### 2.2.2 CRCD employees

Employees/users at each location	Quantity
Matane, QC	232
Gatineau, QC	3
Other	n/a

NB: The number of CRCD employees/users fluctuates by about 10% from year to year based on the service agreements negotiated with CRCD clients. The CRCD requires a software application in order to account for this fluctuation.

### 2.2.3 Current tools

Tool	Version
Abak (Abak Software Inc.)	7.1.0.12 (server)

## 3. MANDATORY TECHNICAL REQUIREMENTS FOR THE SOFTWARE SOLUTION

### 3.1 Operating systems for the software solution

- (a) It must be possible to run the **software solution** on the Windows XP SP3 32 bits and Windows 7 32 bits operating systems (client workstations);
- (b) It must be possible to run the operating system of the **software solution** on the Windows 2008 R2 SP1, or later version, operating system.

### 3.2 Multilingual user interface

- (a) The **software solution** must have an English and French multilingual user interface that can be configured to each user's choice of language.

### 3.3 Database management systems

- (a) The **software solution** must be able to support the following database management systems: Oracle 11g R2 or later version or Microsoft SQL Server 2008 R2 or later version.

### 3.4 Software solution characteristics

#### (a) Management of labour costs per activity

- (i) Labour cost management system for activities associated with various projects, services or business lines based on information entered directly by employees;
- (ii) System for assigning associated indirect costs to various projects (eg, management and administrative support costs).

#### (b) Management of access rights

Makes it possible to manage access to several configuration levels:

- (i) User profiles: employee, unit chief, manager, analyst, as follows:
  - A. Employees have limited access to their tasks (activities);
  - B. Employees can work a full-time or part-time schedule (important when calculating overtime);
  - C. Unit chiefs and managers have access that must be limited to their business lines, projects or cost centres;
  - D. The analyst must have access to all information.
- (ii) Reporting levels and approvals:
  - A. Some employees may report to several unit chiefs or managers;
  - B. Unit chiefs and managers may only approve activities and projects that concern them;
- (iii) Access to reports and dashboards:
  - A. Unit chiefs and managers may only consult reports and information on activities and projects that concern them;
  - B. The analyst must have access to all reports and information in dashboards.
- (iv) Ensure secure access to data once they are approved and validated in order to prevent retroactive changes (except if needed).

#### (c) Data entry

- (i) Configurable time entry (hour or minute);
- (ii) Entry of work quantities for identified activities (in addition to amount of time worked) to facilitate the calculation of unit costs.

**(d) Configuration (for intended use)**

- (i) Have a configurable structure based on organizational requirements:
  - A. Addition of new activity codes;
  - B. Addition of new projects, services or business lines.
- (ii) Provide employees with a customizable individual entry tool, as needed:
  - A. Access to most frequently used activity codes by means of drop-down menus and shortcuts.

**(e) Saving of data**

- (i) Data will be saved for a seven-year period on PWGSC internal servers located at 150 Dion Blvd., Matane, Quebec;
- (ii) Data entered by employees must be saved, even if the employee(s) is (are) no longer employed (unique, non-recyclable employee number), regardless of the number of available licences.

**(f) Encryption of passwords**

- (i) Passwords associated with user codes must be encrypted according to the SHA-2 algorithm.

**(g) Management of salary tables and schedules**

The software solution must be able to do the following:

- (i) Allow the CRCD to configure salary tables with effective dates and end dates (so as not to affect data entered previously or afterwards);
- (ii) Allow the CRCD to configure multiple, flexible schedules based on the number of days worked, leave days, hours and workplaces;
- (iii) Without affecting numbers of hours, make it possible to increase pay rates to reflect various situations in the collective agreements in effect (eg, for overtime rates 1.5 or 2 times the regular rate) without changing the entered hours.
- (iv) Allow the addition of position premiums and other types of additional pay;
- (v) Allow schedules to be added or modified.

**3.5 Configuration and report production tool**

- (a) The **software solution** must include a centralized configuration and report production tool for presenting information on activities, projects, business lines, modules, departments and cost centres, as follows:
  - (i) Produce management reports in real time;
  - (ii) Produce FTE cost reports for each project, cost centre or activity;
  - (iii) Produce reports validating numbers of hours worked in accordance with the contract for part-time employees (carry out validations according to the numbers of hours worked or taking into account possible impact of overtime);
  - (iv) Generate reports for a single fiscal year or for an entire compiled dataset;

- (v) Calculate unit costs in accordance with entered volumes or budget estimates (affecting a group of activities);
- (vi) Monitor budgets and variances for each project, cost centre or activity;
- (vii) Save most frequently used report formats;
- (viii) Produce exportable reports in xlsx (Excel) format.

### 3.6 Tool for dashboards

- (a) The **software solution** must be able to produce dashboards in real time, as follows:
  - (i) Be configurable in accordance with the access rights of unit chiefs, managers and the analyst.
- (b) The **software solution** must allow users to configure the indicators that will be displayed on their dashboards.

### 3.7 Configuration of the software solution

- (a) It must be possible to configure the **software solution** to handle all of the basic organizational data required at the time of installation, including the following:
  - (i) Organization chart and cost centres;
  - (ii) Business lines, projects and activities;
  - (iii) Salary tables and schedules;
  - (iv) User access rights.

## 4. DOCUMENTATION

The documentation for the **software solution** must be provided in a graphic format as well as in a descriptive text format and include annotated screen shots of all processes and standard procedures incorporated into the tools. The documentation must be provided in hard copy (one English copy and one French copy) and electronic *.doc* or *.pdf* format (one English copy and one French copy). The documentation in hard copy and electronic formats must be in English and in French. If the software solution is updated during the term of the contract, the Contractor must also provide updated documentation. The documentation will include a minimum of the following:

- (a) **User Guide:** The User Guide must be sufficiently detailed to enable users to use the software solution. The documentation must also describe the compatibility of the software solution with various existing commercial platforms.
- (b) **Installation Instructions:** The Installation Instructions must provide instructions (step by step) to enable clients to install the software solution on users' workstations and their servers. They must also include all of the technical requirements for the platform hosting the software solution.

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## 5. SOFTWARE SOLUTION-RELATED SERVICES

### 5.1 Generic implementation plan

The Contractor's implementation plan must be accepted by Canada and should include, without being limited to, the following information:

- A. A detailed description of the software solution licences;
- B. List of changes to be made to the licensed software solution;
- C. List of tasks and/or steps to be carried out to meet this requirement;
- D. Project schedule for each task or step;
- E. Information on resources involved in the project (labour category, approximate number of hours that each resource is used).

The implementation plan must make it possible to meet the requirement described in Section 3 of this Statement of Requirements, as well as carry out all of the tasks described below (Section 5.2 of this Statement of Requirements).

### 5.2 Implementation plan

It is understood that in order to meet all of the **software solution's** functionality requirements (Section 3 of this Statement of Requirements) the Contractor must make slight changes to its licensed software solution. It is the Contractor's responsibility to establish parameters (this includes, without being limited to, entering data on various CRCD activities and establishing parameters for various user profiles, etc.) and to configure the licensed software solution for deployment. The implementation plan will therefore include, without being limited to, the following tasks:

- (a) Analyse modifications to be made to the licensed software solution in order to meet CRCD requirements as described in Section 3 of this Statement of Requirements;
- (b) Once the list of modifications has been approved, program the necessary modifications in the licensed software solution, carry out necessary tests and correct identified errors and bugs;
- (c) Deliver the modified and functional software solution to the CRCD technical authority for acceptance;
- (d) During the term of the contract, monitor the quality of modifications made to the licensed software solution to make it comply with the mandatory technical requirements of the software solution described in Section 3 of this Statement of Requirements and correct bugs and errors detected by the client or the Contractor.

### 5.3 Meetings

For the purposes of the project, the Contractor must attend meetings along with the CRCD technical authority and other CRCD representatives. The meetings will be held in French.

### 5.3.1 Start-up meeting

In the days following the contract award, a start-up meeting will be necessary and will be held at 150 Dion Boulevard in Matane, Quebec, using a teleconference or videoconference system (as the Contractor chooses). The Contractor must be prepared to discuss the following and other topics:

- (a) Review of contract objectives;
- (b) Submission of the implementation plan along with associated deadlines;
- (c) Presentation on the method used to carry out the work.

### 5.3.2 Work progress meeting

Work progress meetings will be held once a week. The Contractor's presence on the CRCD site will be optional, to be determined based on requirements. A teleconferencing system may be used to hold these meetings with all of the required persons concerned. Each meeting will cover a minimum of the following topics:

- (a) Discussion of aspects of work methods (choice of technology, problems experienced, etc);
- (b) Discussion of progress, results, problems and documentation;
- (c) Implementation plan updates;
- (d) Contractor's implementation for the next period (overview of expected progress achieved during the period).

### 5.3.3 Other meetings

Informal meetings may be held at the request of the CRCD technical authority or the Contractor. A teleconferencing system may be used to hold these meetings with all of the required persons concerned.

## 5.4 Project team

Please note the duties and responsibilities of the Contractor's project leader or the Contractor's team leader may be carried out by one person or by two persons (at the Contractor's discretion).

### 5.4.1 Duties and responsibilities of the Contractor's project leader

The expected responsibilities of the Contractor's project leader include, but are not limited to, the following:

- (a) Together with the CRCD technical authority, draw up and keep an updated implementation plan for the integration activities as well as a preliminary work completion schedule;
- (b) Monitor and produce a weekly report on the status of the work and the budget, provide explanations for variances and problems, and make recommendations for actions to be taken to solve problems;
- (c) Record and keep an updated registry of matters outstanding and problems and how they were solved;
- (d) Set up and keep an updated registry of risks and mitigation measures;

- 
- (e) Set up and keep an updated registry of changes to project deliverables;
  - (f) Keep a record of, assess and provide rationales for requests for changes to the implementation plan;
  - (g) Prepare documentation to be given to CRCD employees and submitted for approval or rejection and keep an updated record of follow-up;
  - (h) Co-ordinate planned activities and changes with the CRCD technical authority and the team leader responsible for deployment services.

#### **5.4.2 Duties and responsibilities of the Contractor's team leader**

The expected responsibilities of the Contractor's team leader include, but are not limited to, the following:

- (a) Ensure that the implementation plan and the preliminary work completion schedule are appropriate and help plan any changes;
- (b) Assign qualified people to carry out the work;
- (c) With the Contractor's project leader, co-ordinate the activities of members of the Contractor's integration services team and make sure that they are available;
- (d) Prepare and facilitate all workshops required for the implementation of activities in the project plan;
- (e) Ensure that minutes of meetings are drafted and that a record is kept of decisions made in workshops;
- (f) With the CRCD technical authority, co-ordinate the use of documentation templates and procedures, where applicable;
- (g) Provide recommendations for solving problems as well as mitigation measures for identified risks;
- (h) Ensure that project deliverables required for the efficient and effective completion of the project are suitable for, complement and correspond to requirements;
- (i) Ensure the quality of each deliverable and authorize CRCD employees to begin validating and approving each deliverable.

## 6. TRAINING

### 6.1 Software solution training

- (a) The Contractor must provide training on the CRCD site (150 Dion Blvd, Matane, Quebec) with respect to the products comprising the **software solution** as well as a tutorial (online course) that may be used for future training purposes. The training must be tailored to the needs of the various user groups:
- (i) **Super users** (about 10 people): full training in how to use the software application and produce reports and dashboards;
  - (ii) **Employees** (about 222 people): training in how to enter data, choose activity codes, perform personalized configurations, create shortcuts, issue approvals, etc.
- (b) The training, including instruction and course material, must be provided in French.

### 6.2 Technical training and knowledge transfer

The Contractor is also responsible for transferring its knowledge of the technical functionalities of the software solution to the team responsible for the pilot project, including, but without being limited to, the following topics:

- (a) How to install additional software solution licences on user workstations;
- (b) How to do maintenance;
- (c) Updating of the database;
- (d) Adding or changing of parameters, such as those described in Section 3.

## 7. WORK LOCATION

The greater part of the work may be carried out in the Contractor's facilities, except for on-site meetings, the installation of the licensed software solution and training sessions.

## 8. DEPLOYMENT OF SOFTWARE SOLUTION LICENCES

Canada is responsible for installing software solution licences on user workstations and CRCD servers. However, throughout the installation work, the Contractor must provide an employee who will be on standby (in person or by telephone) from 8:00 am to 5:00 pm (with a maximum response time of 30 minutes for telephone calls during this period) to help the team responsible for the pilot project (CRCD employees) carry out this work and answer their technical questions pertaining to the software solution.

The installation will be done initially in a test environment with fictional data. The actual activities for integrating the software solution will then be implemented gradually.

**ANNEX B - BASIS OF PAYMENT***(The basis of payment will be completed by Canada at the contract award)***1. INITIAL CONTRACT PERIOD**

<b>TABLE I - Initial Contract Period</b>		
<b>Items</b>	<b>DESCRIPTION</b>	<b>Firm all-inclusive lot price (GST extra)</b>
1	<p>Firm all-inclusive lot price for the purchase of the Software Solution. This includes:</p> <ul style="list-style-type: none"> <li>a. The acquisition of the license to use the licensed software,</li> <li>b. The delivery of the license to use the licensed software,</li> <li>c. The licensed software warranty period (12 months),</li> <li>d. The software documentation (including the user guides and the installation instructions),</li> <li>e. The professional services (including the licensed software parameterization (set up) and configuration for deployment purposes), and</li> <li>f. The software solution training, the technical training and the knowledge transfer.</li> </ul> <p>All of the above must be in accordance with the statement of requirements available at Annex A and the other provisions of the contract.</p>	\$ _____ / Lot
2	<p>Firm all-inclusive lot price for the maintenance and support services during the initial Software support period, in accordance with all provisions of the contract.</p>	\$ _____ / Lot

**2. PURCHASE OPTIONS**

TABLE II - Purchase options						
Item	DESCRIPTION	Firm prices (GST extra)				
1	<p>Firm all-inclusive unit price for the purchase of additional licenses allowing other client users to use the licensed software, if Canada exercises its option.</p> <p><i>(Delete this line if the contractor proposes an Entity License)</i></p>	<p>\$ _____ / device <u>or</u> user for the duration of the contract (including the optional periods)</p> <p><i>(The type of license (device or user) will be selected by Canada at the contract award using information in the Contractor's bid)</i></p>				
2	<p>Firm all-inclusive lot price for the optional maintenance and support services, in accordance with the provisions of the contract.</p> <p>* The firm all-inclusive lot price for the optional maintenance and support services will be calculated at the time the option will be exercised. The price must be in accordance with section 8. of the contract clauses "Maintenance and Support Services Pricing Stability".</p>	Option 1	Option 2	Option 3	Option 4	Option 5
		\$ _____ / Lot	\$ _____ / Lot	\$ _____ / Lot	\$ _____ / Lot	\$ _____ / Lot
		<i>(To be completed by Canada at the time the option will be exercised)</i>				

**TABLE II - Purchase options**

Item	DESCRIPTION	Firm prices (GST extra)					
		Initial Period	Option 1	Option 2	Option 3	Option 4	Option 5
3	Firm all-inclusive unit price for the maintenance and support services for additional licenses (see item 1 of this table), in accordance with all provisions of the contract.						
	* The firm all-inclusive unit price for the optional maintenance and support services for these additional licenses will be calculated at the time the option will be exercised. The price must be in accordance with section 8. of the contract clauses "Maintenance and Support Services Pricing Stability".	\$_____/ device or user	\$_____/ device or user	\$_____/ device or user	\$_____/ device or user	\$_____/ device or user	\$_____/ device or user
	(Delete this line if the contractor proposes an Entity License)	<p><i>Notes:</i></p> <p><i>I- The type of license (device or user) will be selected by Canada at the contract award using information in the Contractor's bid).</i></p> <p><i>II- The firm unit prices for the optional periods will be completed at the time the option will be exercised</i></p>					

**Attachment 3.1 - Financial bid presentation sheet***(to be completed by the bidder)***1. INITIAL CONTRACT PERIOD**

TABLE I - Initial Contract Period				
Items	DESCRIPTION	Firm all-inclusive lot price (GST extra)		
1	<p>The bidder <b>must</b> indicate the firm all-inclusive lot price for the software solution. This includes:</p> <p>a. The acquisition of the license to use the licensed software,</p> <p>b. The delivery of the license to use the licensed software,</p> <p>c. The licensed software warranty period (12 months),</p> <p>d. The software documentation (including the user guides and the installation instructions),</p> <p>e. The professional services (including the licensed software parameterization (set up) and configuration for deployment purposes), and</p> <p>f. The software solution training, the technical training and the knowledge transfer.</p> <p>All of the above must be in accordance with the statement of requirements available at Annex A and the other provisions of the contract.</p>	\$ _____ / Lot		
	<b>Break Down</b>			
	Also, the bidder <b>should</b> provide, for information only, a cost break down of the software solution. This <b>should</b> include the following items:			
	(i) Firm all-inclusive lot price for items a., b. c. et d. listed above :		\$ _____	
	(ii) Firm lot price for item f. listed above:		\$ _____	
(iii) Approximate number of hours and firm hourly rate for each labour category involved in the professional services (item e. listed above):		Labour category	Firm hourly rate (GST extra)	
		# hours		

2	The bidder <b>must</b> indicate the firm all-inclusive lot price for the maintenance and support services during the initial Software support period, in accordance with all provisions of the contract.	\$ _____ / Lot
<b>Total cost of Table I = Lot price of item 1 (excluding the break down) + Lot price for item 2)</b>		\$ _____

## 2. PURCHASE OPTIONS

TABLE II - Purchase Options				
A Item	B DESCRIPTION	C Approx. Qty. (for evaluation purposes only)	D Firm Prices (GST extra)	E Total Cost (C X D)
1	<p>The bidder <b>must</b> indicate the firm all-inclusive unit price for the purchase of additional licenses allowing other client users to use the licensed software, if Canada exercises its option.</p> <p>The firm all-inclusive unit price must be valid for the entire contract period (including the optional periods if Canada chooses to exercise the options).</p> <p><i>(Please insert "not applicable" in column D and E if you propose an Entity licence)</i></p>	25 licenses	\$ _____ / license	\$ _____
2	<p>The bidder <b>must</b> indicate the firm all-inclusive lot price for the maintenance and support services <b>during the initial Software support period</b>, in accordance with all provisions of the contract.</p> <p>* The firm all-inclusive lot price for the optional maintenance and support services will be calculated at the time the option will be exercise. The price must be in accordance with section 8. of the contract clauses "Maintenance and Support Services Pricing Stability".</p>	5 years	\$ _____ / Lot	\$ _____

TABLE II - Purchase Options

A Item	B DESCRIPTION	C Approx. Qty. (for evaluation purposes only)	D Firm Prices (GST extra)	E Total Cost (C X D)
3	<p>The bidder <b>must</b> indicate the firm all-inclusive unit price for the maintenance and support services for additional licenses (see item 1 of this table) <b>during the initial Software support period</b>, in accordance with all provisions of the contract.</p> <p>* The firm all-inclusive unit price for the optional maintenance and support services for these additional licences will be calculated at the time the option will be exercise. The price must be in accordance with section 8. of the contract clauses "Maintenance and Support Services Pricing Stability".</p> <p><i>(Please insert "not applicable" in column D and E if you propose on Entity license)</i></p>	<p>125</p> <p><i>(This includes 25 licences for 5 years each)</i></p>	<p>\$ _____ / license</p>	<p>\$ _____</p>
<p><b>Total cost Table II = total price for item 1 + total price for item 2 + total price for item 3 :</b></p>				<p>\$ _____</p>

TABLE III - SUMMARY

	TOTAL COST
TOTAL TABLE I	\$ _____
TOTAL TABLE II	\$ _____
TOTAL BID PRICE (TBP) = Total table I + Total table II	\$ _____

## BIDDER FORMS

FORM 1 - 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 Standard Instructions 2003]									
<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>Federal Contractors Program for Employment Equity (FCP EE) Certification:</b>  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:  (a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or (b) submit a valid Certificate number confirming its adherence to the FCP-EE.  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.  For joint ventures, be sure to provide this information for each of the members of the joint venture.	<p>On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i>:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(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;</td> <td style="width: 20%;"></td> </tr> <tr> <td>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</td> <td></td> </tr> <tr> <td>(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</td> <td></td> </tr> <tr> <td>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</td> <td></td> </tr> </table>	(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;		(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;		(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		(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	
(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;									
(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;									
(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									
(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>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:</p> <p><i>[Please complete the above statement by listing the products proposed to meet the client's requirements]</i></p>		
<p><b>Type of License being proposed</b> <i>[please check the appropriate box]</i></p>	Entity license	
	User license	
<p><b>Maintenance and support services :</b> <i>[The bidders must indicate the following information for their proposed maintenance and support services. It is possible that one of the following communication medium is not available. The bidder must at least provide information for the mandatory communication medium.]</i></p> <p style="text-align: center;"><b>Web site (optional):</b></p> <p style="text-align: center;"><b>Telephone (mandatory):</b></p> <p style="text-align: center;"><b>Facsimile (optional):</b></p> <p style="text-align: center;"><b>E-mail (mandatory):</b></p>		
<p><b>Media on which Licensed Software must be Delivered (CD-ROM or Download or any other media) :</b></p> <p><i>[The bidders must indicate the media on which the licensed software will be delivered. The bidder must indicate the medium for the initial licenses and for the optional licenses because it may be different media.]</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>		

**Form 2 - 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**Form 3 - 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 \_\_\_\_\_