

DRAFT BID SOLICITATION FOR FOOD SERVICES INFORMATION MANAGEMENT SYSTEM FOR CORRECTIONAL SERVICE OF CANADA

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List of Annexes to the Resulting Contract:

Annex A	Statement of Requirements
Annex B	Basis of Payment
Annex C	Software List
Annex D	Task Authorization Form

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.3 (SEPTEMBER 6, 2012)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

Forms:

- Form 1 - Bid Submission Form
- Form 2 - Software Publisher Certification Form
- Form 3 - Software Publisher Authorization Form

DRAFT BID SOLICITATION FOR FOOD SERVICES INFORMATION MANAGEMENT SYSTEM FOR CORRECTIONAL SERVICE OF CANADA

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The annexes include the Statement of Requirements and any other annexes.

1.2 Summary

This bid solicitation is a re-tender of the requirement described in bid solicitation number 21120-102299/C dated 2012-07-27 with a bid closing date of 2012-09-10 at 2:00 PM Eastern Standard Time (EST); this document replaces the previous version entirely.

This bid solicitation is being issued to satisfy the requirement of Correctional Service of Canada (the "Client") for a commercially available Food Service Information Management System (the "**Software Solution**") for approximately 50 Client Users. It is intended to result in the award of a contract for 1 year, plus 6 one-year irrevocable options allowing Canada to extend the term of the contract.

The required Software Solution must include the Licensed Software, a 12-month warranty, software maintenance and support, and documentation. Training and professional services must also be provided, if requested. 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 Statement of Requirements.

There is no security requirement associated with this procurement.

The requirement is subject to the provisions of the World Trade Organization *Agreement on Government Procurement* (WTO-AGP), the *North American Free Trade Agreement* (NAFTA), the *Canada-Chile Free Trade Agreement* (CCFTA), the *Canada-Peru Free Trade Agreement* (CPFTA), the *Canada-Colombia Free Trade Agreement* (CColFTA), the *Canada-Panama Free Trade Agreement* (CPanFTA) if it is in force, and the *Agreement on Internal Trade* (AIT).

1.3 Communications Notification

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

1.4 Debriefings

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

1.5 Conflict of Interest

In accordance with Subsection 18 of Standard Instructions - Goods or Services - Competitive Requirements 2003, the following entities were involved in the preparation of the statement of requirements:

- Coradix
- Cistel

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2012-11-19) 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.

The current SACC Manual Clause 2003 can be found at the following link:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/15>

The text under Subsection 4 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

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

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

The text under Subsection 5 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

- (d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: one hundred and twenty (120) days

2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile to Public Works and Government Services Canada will not be accepted. However, PWGSC will consider revisions, via facsimile, to a bid that has already been delivered to the Bid Receiving Unit (e.g., revisions to prices and technical modification(s)). These revisions will only be accepted if they are provided to the Bid Receiving Unit prior to the closing date and time of the bid solicitation. Revisions must be clearly marked as such and must indicate which specific provisions or portions of the bid are being revised. The only acceptable facsimile number for bid revisions to bid solicitations issued by PWGSC is (819) 997-9776.

2.3 Enquiries - Bid Solicitation

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

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement During Solicitation Period

If bidders consider that the specifications or Statement of Requirements 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- (a) **Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

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

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

Section I: Technical Bid (6 hard copies and 1 soft copy on CD or DVD)

Section II: Financial Bid (1 hard copy and 1 soft copy on CD or DVD)

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

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

- (b) **Format for Bid:** 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) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
- (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

- (d) **Submission of Multiple Bids from a Bidding Group:**

- (i) One bidding group may participate in the submission of:
 - (A) one bid from any member of the bidding group on its own and one bid from any member of the bidding group submitted in a joint venture that includes at least one party that is not related to any of the members of the bidding group;
 - (B) two bids submitted in joint venture, each of which contains one or more members of the bidding group, where at least one of the joint ventures includes at least one party that is not related to any of the members of the bidding group; or

- (C) two bids, each of which is from a different member of the bidding group on its own.
- (ii) The submission of any bids from one or more members of the same bidding group, except as set out in (i), is not permitted in response to this bid solicitation. If the members of a bidding group participate in additional bids, Canada will choose in its discretion which bids to consider. If the members of a bidding group choose to participate in two bids, each bid must be a physically separate document, clearly marked as a separate bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid must be complete.
- (iii) For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
- (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

3.2 Section I: Technical Bid

- (a) In their technical bid, bidders **must** demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders **must** demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (b) Complete Information - Statements explaining **how each mandatory** criteria and rated criteria of the Statement of Requirements is met and relevant narrative and/or documentation to support the validation must be included. The Bidder should include the precise location of the technical documentation reference material including the title of the document, the page, the paragraph numbers, the CDs name and file number if applicable for easy reference.
- (c) Simply stating "Compliant or Responsive" or "Fully Compliant or Fully Responsive" or just repeating the requirement will not necessarily constitute meeting a mandatory requirement. Bidders are to articulate their response in such a way as to demonstrate their understanding of the requirement and the methodology for the proposed software to meet the requirement.
- (d) The substantiation may refer to additional documentation submitted with the bid. Valid forms of technical documentation reference material include, but are not limited to:
- (i) Screen shots;
 - (ii) User guides;
 - (iii) Training material;

- (iv) Installation and configuration manuals;
 - (v) Technical documentation;
 - (vi) A sample copy of the Bidder software (bidders are requested to indicate the screen/window and fields being referenced); and,
 - (vii) Where mandatory requirements are worded such that the bidder is requested to demonstrate that the solution can be customized and/or configured to provide a given functionality, bidders must substantiate this ability through a detailed explanation, technical specifications, project references, etc.
- (e) References in a bid to additional information not submitted with the bid, such as:
- i) website addresses where additional information can be found;
 - ii) technical manuals or brochures not submitted with the bid; and,
 - iii) existing standing offers, supply arrangements and contracts with the Government of Canada,
- will not be considered and, therefore, references to them in response to any mandatory requirement may result in the bid being declared non-responsive.
- (f) The technical bid consists of the following:
- (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) **Résumés for Proposed Resources:** The technical bid must include résumés for the resources identified in M1 to M8 of the Statement of Requirements that demonstrate that each proposed individual meets the qualification requirements described in M1 to M8 (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:
 - (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
 - (B) For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
 - (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.
 - (D) For work experience, PWGSC will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end

date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

- (F) For work experience to be considered by PWGSC, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.

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

- (A) The Bidder must provide 3 customer references (1 per customer reference project) who must each confirm, if requested by PWGSC, that the information provided by the Bidder in their customer reference projects is accurate.

- (B) The form of question to be used to request confirmation from customer references is as follows:

☐ Yes, the bidder has provided my organization with the services described above.

☐ No, the bidder has not provided my organization with the services described above.

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

- (C) For each customer reference, the Bidder must, at a minimum, provide the name and email address for a contact person. Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference.

- (D) Crown references will be accepted.

- (iv) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution. See Annex C for an example.

- (v) **One complete commercially released copy** of the proposed Software, including the applicable documentation, media and support material incorporated in the Software Solution. All Software should be provided with the Bidder's proposal. Only Software that is commercially available at the time of bid closing will be considered, and will be used for Proof of Bid Testing, if applicable, as described in the bid solicitation.

Software should be included in the Bidder's bid at the bid solicitation closing date and time. If software and/or software component(s) that are listed in the technical bid is/are missing and/or corrupt, Article 4.4(b)(ii) related to missing and/or corrupt software will apply.

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with Annex B - Basis of Payment. 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.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

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 evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - (A) verify any or all information provided by the Bidder in its bid;
 - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
 - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

- (a) **Mandatory Technical Criteria:**
 - (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that are identified specifically with the words "must" or "mandatory" is a mandatory requirement. **Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.**
 - (ii) The mandatory requirements are described in Annex A.
- (b) **Point-Rated Technical Criteria:**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex A.
- (c) **Customer Reference Checks:**

- (i) For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid. Canada will not award any points unless the response is received within 5 working days of the date that Canada's email was sent.
- (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). Whether or not to extend the 5 working days to provide additional time for the new contact to respond is entirely at the discretion of the Contracting Authority.
- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- (v) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.

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

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

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

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

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were

provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;

- (ii) in relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation);
- (iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (iv) the name, telephone number and, if available, email address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

4.4 Ranking of Bids

The top ranked bid will be determined based on the highest responsive combined rating of technical merit and price.

70% weightage will be given to the technical bid and 30% weightage will be given to the financial bid as per the following formula:

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

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

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

- (a) Top-ranked responsive bids will be determined based on the proposal which has met all mandatory criteria and offers the Highest Responsive Combined Rating of Technical Merit and Price as calculated above.
- (b) **Proof of Proposal Test for Top-Ranked Bid:** Through the Proof of Proposal (PoP) test, Canada may, but will have no obligation to, test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex A. The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in the Statement of Requirements.
 - (i) After being notified by the Contracting Authority, the Bidder will be given a maximum of 5

working days to start the installation of the proposed solution. The installation must be completed and functional within 5 working days of the Bidder starting the installation (7.5 hrs/day during normal working hours, to be determined by the Contracting Authority). Canada will then conduct the PoP test. At least 1 representative of the Bidder must be present during the PoP test to answer any questions that may arise during testing. Up to 3 representatives of the Bidder may be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within 5 working days.

- (ii) If, during the initial installation of the software for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.
- (iii) Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. If the Bidder's score is reduced as a result of the PoP test, Canada will reassess the ranking of all bidders.
- (iv) For requirements that would be difficult or impractical to test (in the Contracting Authority's opinion), Canada may, as part of the PoP test, require that the Bidder 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. Canada will provide the Bidder with PoP test scripts a minimum of 5 working days in advance of the PoP test, detailing test conditions and expected outcomes, as applicable.
- (v) In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.

4.5 Basis of Selection

To be declared responsive, a bid must:

- (i) Comply with the requirements of the bid solicitation; and
- (ii) Meet all mandatory technical evaluation criteria; and
- (iii) Successfully complete the PoP test, (if requested or conducted).

Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.

Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

- (b) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (c) If more than one bidder is ranked first because of identical overall scores, then the bidder with the highest technical points will become the Top-Ranked bid.

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) The Federal Contractors Program for Employment Equity (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- (b) Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.
- (c) If the Bidder does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity,

<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc?f> to the Labour Branch of HRSDC, by fax, at 819-953-8768.

- (d) Each bidder is requested to indicate in its bid whether it is:
 - (i) not subject to FCP, having a workforce of fewer than 100 permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
 - (ii) not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
 - (iii) subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but it has not previously obtained a certificate number from

HRSDC (because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the Bidder; or

- (iv) subject to FCP, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

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

5.3 Former Public Servant Certification

- (a) Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.
- (b) For the purposes of this clause,
 - (i) **"former public servant"** means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
 - (A) an individual;
 - (B) an individual who has incorporated;
 - (C) a partnership made of former public servants; or
 - (D) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
 - (ii) **"lump sum payment period"** means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
 - (iii) **"pension"** means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S. 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canadian Pension Plan Act*, R.S., 1985, c. C-8.
- (c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
 - (i) name of former public servant;
 - (ii) date of termination of employment or retirement from the Public Service.
- (d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:

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

Note to Bidders: Bidders are requested to provide the information required by this clause in their Bid Submission Form.

5.4 Professional Services Resources

- (a) By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (b) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting Contract.
- (c) If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, the Bidder may propose a substitute to the Contracting Authority, providing:
- (i) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - (ii) the name, qualifications and experience of a proposed replacement immediately available for work;
 - (iii) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:

- (A) set aside the bid and give it no further consideration; or
 - (B) evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.
- (d) If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a

bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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

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.

5.6 Software Publisher Certification and Software Publisher Authorization

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

5.7 Code of Conduct Certifications - Certifications Required Precedent to Contract Award

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

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

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

provide such Consent Forms within the delay will result in the bid being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) There is no Security Requirement associated with this procurement.

6.2 Financial Capability

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.
- (c) The current SACC Manual Clause A9033T can be found at the following link:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9033T/8>

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 professional services, as and when requested by Canada;
 - (v) providing training, as and when requested by Canada,
- to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "**Client**" is Correctional Service of Canada.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred)
 - (ii) "Renames" means to Upgrade the software and at the same time change the product name of the software with similar features, functionality of the software program code.
 - (iii) "Bug Fixes" means a temporary work around, Patch, or bypass supplied by the Contractor to update the software (fix) so as to correct errors and or defects in the software program code.
 - (iv) "Enhancement" or "Interim Release" means an interim release version of the Software. A new Interim Release typically will be indicated by the addition of one (1) to the third digit of the release number (e.g. v.X.X.2 would be the next Interim Release after v.X.X.1).
 - (v) "Upgrades (minor)" means to update the software so as to add, extend, enhance and or improve the features, functionality and or performance of the software program code. Upgrades are documented technically with a version and or build number change. Minor upgrades are documented with a version and or build number change right to the first decimal, i.e. Product *** Version number 1.0 changed to Product *** Version number 1.1 or Product *** Version 1.0 Build number 1.0.0 to Product *** Version 1.0 Build number 1.0.1.

- (vi) "Upgrades (major)" means to update the software so as to add, extend, enhance and or improve the features, functionality and or performance of the software program code. Upgrades are documented technically with a version and or build number change. Major upgrades are documented with a version and or build number change left to the first decimal, i.e. Product *** Version number 1.0 changed to Product *** Version number 2.0 or Product *** Version 1.0 Build number 1.0.0 to Product *** Version 2.0 Build number 1.0.0.
- (vii) "New Release" means System Release, Version Release, and Interim Release of the Software licensed under the Software Maintenance.
- (viii) "Extensions" means to update the software so as to extend the features, functionality and or performance of the software program code.
- (ix) "Software Patches" mean an engineering Fix to a problem which may be incorporated into a New Release to update the software (patch) so as to improve and or correct errors and or defects in the software program code.
- (x) "Software Error" means any software instruction or statement contained in or absent from the Licensed Programs, which, by its presence or absence, prevents the Licensed Programs from operating in accordance with the Specifications;.
- (xi) "Service Releases" means a release of the Software which is designed to operate on designated combinations of computer hardware and operating systems. A new System Release typically will be indicated by the addition of one (1) to the first digit of the release number (e.g. v.2.X.X would be the next System Release after v.1.X.X).
- (xii) "Technical Support Organization" ('TSO') means those Contractor product specialists who make available technical support to Contractor's Clients who have contracted for and are current under Contractor's Maintenance Services.
- (xiii) "Version Release" means an updated version of the Software with a limited number of new or enhanced functions and/or features and error corrections. A new Version Release typically will be indicated by the addition of one (1) to the second digit of the release number (e.g. v.X.2.X would be the next Version Release after v.X.1.X)
- (xiv) "Commercial Off-the-shelf (COTS) Configuration" is defined as implementing change(s) to a COTS Software application, using the configuration functions within the COTS Software application. Software configuration does not negatively impact the ability to upgrade the Software application to later versions of the COTS Software.
- (xv) "Commercial Off-the-shelf (COTS) Customization" is defined as implementing change(s) to the COTS application, typically through the application source code, that is unique to CSC's requirements. COTS Software customization could impact the ability for CSC to upgrade to later versions of the COTS Software. In the event that there is COTS Customization done by the Contractor, it will be the responsibility of the Contractor to ensure that CSC is able to continue to upgrade its COTS Software to later versions.

7.2 Optional Goods and/or Services

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

7.3 Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed

under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until an authorized TA has been received by the Contractor. The Contractor acknowledges that any work performed before an authorized TA has been received will be done at the Contractor's own risk.

(b) **Form and Content of Task Authorization:**

- (i) The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- (ii) A Task Authorization must also contain the following information, if applicable:
 - (A) the task number;
 - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - (C) the details of any financial coding to be used;
 - (D) the categories of resources and the number required;
 - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - (F) the start and completion dates;
 - (G) milestone dates for deliverables and payments (if applicable);
 - (H) the number of person-days (level of effort) required for each resource;
 - (I) whether the work requires on-site activities and the location;
 - (J) the language profile of the resources required;
 - (K) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (L) any other constraints that might affect the completion of the task.

- (c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within 2 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), **the proposed level of effort for each resource**, the total estimated cost for performing the task, and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and issue the TA.

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

- (i) The Technical Authority may authorize individual task authorizations up to a limit of \$75,000 Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.
- (ii) Any task authorization to be issued in excess of that limit must be authorized by the Technical Authority and Contracting Authority before issuance.
- (iii) The Contracting Authority may suspend the ability of the Technical Authority to authorize TAs by sending a notice to the Contractor which is effective upon receipt, in which case all TAs must be authorized by both the Technical Authority and Contracting Authority,

regardless of value.

- (iv) The Contractor must not commence work until a TA authorized in accordance with all the provisions of this Article has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been validly issued will be done at the Contractor's own risk.
- (e) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.

7.4 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

(a) General Condition

- (i) 2030 (2012-11-19), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.
- (ii) The current SACC Manual Clause 2030 can be found at the following link:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2030/8>

The text under Subsection 04 of Section 43 – Code of Conduct and Certifications of 2030 referenced above is replaced by:

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

(b) Supplemental General Conditions:

The following Supplemental General Conditions:

- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4003/4>);
- (ii) 4004 (2010-08-16), Supplemental General Conditions - Maintenance and Support Services for Licensed Software (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4004/4>);

apply to and form part of the Contract.

7.5 Contract Period

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

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

(b) Option to Extend the Contract:

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 6 additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 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.

7.6 Delivery Date

All the deliverables must be received in accordance with the terms of the Contract.

- (a) The software products including documentation, warranty and license key for the initial requirement must be delivered within 10 working days from contract award date. Any additional requirement must be delivered within 5 days of a signed **Contract Amendment**.
- (b) The software products including documentation, warranty and license key for the initial requirement must be delivered in both official languages (English and Canadian French) within 6 months of Contract award.
- (c) Maintenance and Support Services must be accessible as per terms of the Contract.
- (d) Professional services and training must be delivered as per issued Tasks Authorizations.

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Elizabeth Quenville
 Title: Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch (STAMS) - (SSSPD),
 Place Du Portage, Phase III, 4C1
 11 Laurier Street
 Gatineau, Quebec
 K1A0S5

Telephone: (613) 937-2727
 Facsimile: (819) 953-3703
 E-mail address: elizabeth.quenville@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

The Technical Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 Facsimile: _____

E-mail address: _____

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

(c) **Contractor's Representative**

(*Fill in or delete as applicable*)

7.8 Payment

(a) **Basis of Payment**

- (i) **Licensed Software, Maintenance and Support:** For the license(s) to use the Licensed Software (including delivery of the Licensed Software, Software Maintenance and Support Services, and the Software Documentation), in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, GST/HST extra. The Contractor will not be paid for the license(s) to use the Licensed Software (including delivery of the Licensed Software and the Software Documentation) until the Licensed Software has been delivered in both official languages (English and Canadian French), and has been accepted in accordance with a User Acceptance Test, as per Section 6.10.4 of the Statement of Requirements, entitled "Project Acceptance of Software Deliverables". The firm prices include the warranty during the Software Warranty Period and maintenance and support during the Software Support Period (including for any additional licenses purchased during the Contract Period).

Estimated Cost: \$ _____

- (ii) **Optional Additional Software Licenses:** For additional licenses for additional Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price *per user* set out in Annex B, FOB destination, including all customs duties, GST/HST extra.
- (iii) **Optional Software Support:** If Canada exercises its option to extend the Software Support Period, Canada will pay the Contractor the firm annual price set out in Annex B, FOB destination, including all customs duties, HST extra.
- (iv) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (v) **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B), GST/HST extra.
- (vi) **Training:** For training courses, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per course set out in Annex B, Table 6, upon completion of the course, GST/HST extra.
- (vii) **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.
- (viii) **Professional Services Rates:** In Canada's experience, bidders from time to time propose

rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

- (ix) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

(b) **Limitation of Expenditure**

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any applicable GST or HST. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
- (A) it is 75 percent committed, or
- (B) 4 months before the Contract expiry date, or
- (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- (iii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

(c) **Method of Payment - Multiple Payments**

- (i) H1001C (2008-05-12), Multiple Payments

(d) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization issued under the Contract that contains a maximum price:

- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
- (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada

is only required to pay for the time spent performing the work related to that TA.

(e) **Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion:**

Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:

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

(f) **Method of Payment for Task Authorizations with a Firm Price - Milestone Payments**

(i) For any task authorization issued under the Contract that includes a schedule of milestone payments to be made once specific portions of the work have been completed and accepted, Canada will make milestone payments in accordance with the schedule of milestones detailed in that TA and the payment provisions of the Contract, if:

- (A) an accurate and complete claim for milestone payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/1111.pdf>) and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract.
- (B) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; and
- (C) all work associated with the milestone and any deliverable required have been completed, delivered, and accepted by Canada.

(g) **Method of Payment - Advance Payment**

(i) Canada will pay the Contractor in advance for the software 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.

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, and a copy to 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 Ontario.

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);
 - (ii) 4004 (2010-08-16);
- (c) general conditions 2030 (2012-11-19);
- (d) Annex A, Statement of Requirements;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Software List;
- (g) Annex D, Task Authorization Form;
- (h) Certification Forms 1, 2 and 3;
- (i) the signed Task Authorizations;
- (j) the Contractor's bid dated _____, as amended _____, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.13 Foreign Nationals (Canadian Contractor)

- (a) SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2000C/1>)

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

7.14 Foreign Nationals (Foreign Contractor)

- (a) SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2001C/1>)

7.15 Insurance Requirements

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

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/2>)

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 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 in any way relating to the Contract including:
 - (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 \$1Million.

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 \$1Million, 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 Joint Venture Contractor

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

Note to Bidders: This Article will be deleted if the bidder awarded the contract is not a joint venture. If

the contractor is a joint venture, this clause will be completed with information provided in its bid.

7.18 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	User License
Number of Initial Users Licensed	50 Initial Users
Option to Purchase Licenses for Additional Users	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.
Language of Licensed Software	The Licensed Software must be delivered in both Canadian French and English.
Delivery Location	Electronic Download
Media on which Licensed Software must be Delivered	Email - Electronic Download
Software Warranty Period	12 months

(b) The Software Solution is to be used 24 hours per day, 7 days per week and 365 days per year, and operate at all times in accordance with the Statement of Requirements, in the Client's operational environment described in Annex 'A' - Statement of Requirements. The Software Solution must work within the technical environment described in the Statement of Requirements and must enable users to work in English.

(c) **License:** The Client is entitled to use the Licensed Software in accordance with this Contract. The Licensee is Canada and the Client is the User for the purposes of Supplemental General Conditions 4003. The Licensed Software which is defined in 4003 includes all the software products offered by the Contractor in its bid, and any other software code required for those software products to function in accordance with the Software Documentation and the Statement of Requirements, including without limitation the products listed in Annex C.

Note to Bidders: The list of software products under license under Annex C will be included at Contract award.

(d) The Contractor hereby agrees that the Licensed Software includes anything required to enable the Client to use all the features and functionality of the Licensed Software meeting the Statement of Requirements and providing the functionality as proposed by the Contractor in its bid response, including but not limited to providing any and all agents, host agents, access licenses, drivers, application program interfaces, adapters, connectors, plug-ins, software development tool kits and management console.

(e) **Additional Rights:** In addition to the rights provide under Supplemental General Conditions 4003, this license includes the following rights:

- (i) to deploy, in whole or in part, any or all of the software products listed below, together or separately, and in as many installations and locations (off-site workplaces or work environments "in the field", and in-home work environments for Client's business purposes) as the Client sees fit, on as many server(s) and processor(s) as the Client is licensed for through the Contract;
- (ii) to create or process an unlimited number of documents, templates, transactions, data and events;
- (iii) to use English and French versions (these must be the "Canadian English" and "Canadian French" versions;
- (iv) to grant access through a browser using Internet, intranet and extranet environments or any other connections to anyone (Canadians and non-Canadians and employees and contractors of Canada) who uses the services and programs provided by Canada (regardless of their location) to access, view, enter, search, exchange and read information held and created by the Client using the Licensed Software; and
- (v) to make this use by way of a network, the Internet, an intranet, an extranet, a virtual private network (VPN), an inter-network, or such other means as may become possible from time to time so that users have "universal access rights" (i.e., a right to access the Licensed Software by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by such other means as may become available from time to time;
- (vi) to make this use regardless of the operating systems, software applications and Application Programming Interface(s) (API) that the Client may be using from time to time; provided, however, that Canada acknowledges that the Contractor is not granting any license rights to software other than the Licensed Software;
- (vii) to obtain the Licensed Software from the Contractor on Canada's choice(s) of the media on which the Contractor makes the Licensed Software available to customers (including CD-ROM, Internet download, and such other media upon which the Contractor may distribute the Licensed Software at any given time);
- (viii) to continue to use the Licensed Software notwithstanding any changes made at any given time. Changes contemplated in this section may include Operating systems applications to the Client's operating environment at any given time; changes to the Client's operating environment may include, but are not limited to, changes to the Client's operating system(s), applications, hardware, peripherals and devices to which the licensed software operates in junction with; However, the Contractor is not required to deliver a new or different version of the Licensed Software to enable the Client to continue to use the Licensed Software in a different environment than the one(s) described in the Statement of Requirements (unless obliged to do so as part of the warranty or Maintenance of the Licensed Software);

all without affecting the pricing contained in this Contract and without requiring the Client to obtain additional licences or accept amended licence terms for the Licensed Software.

7.19 Licensed Software Maintenance and Support

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

Software Support Period	Initial Contract period
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all 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 6 additional 12-month periods, exercisable at any time during the Contract Period.

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.3 (SEPTEMBER 6, 2012)		
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

	The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Contractor must keep track of software releases for the purpose of configuration control	Yes
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____</p> <p>Toll-free Fax Access: _____</p> <p>Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p><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></p>
Website	<p>In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____.</p> <p><i>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p>
Language of Support Services	The Support Services must be provided in English.

- (b) **Licensed Software Warranty:** Despite Section 15 (Warranty) of 4003 or anything else to the contrary in this Contract, the "**Warranty Period**" begins on the date the Licensed Software and the deliverables are accepted in accordance with the terms of this Contract and continues for 12 months.
- (c) **Software Maintenance:** In addition to the obligations set out in Section 15 (Warranty) of 4003 - Licensed Software, and the Contractor's obligations under 4004 - Software Maintenance and Support Services for Licensed Software, the Contractor must provide the following services as part of the "Software Maintenance" throughout the "**Software Support Period**", which is identified in Annex A, and which Canada has exercised its option (if any) under the Contract to extend the Software Maintenance: The Contractor must provide the Client with the most recent release(s) and version(s) of the Licensed Software during the period of the Software Maintenance, as soon as they are available.
- (i) The Contractor must keep track of software releases for the purpose of configuration control.
 - (ii) In addition to the Contractor's obligations under Section 3 (Maintenance Releases) of 4004 - Software Maintenance and Support Services on Licensed Software, the Contractor must deliver the following software code as part of the Software Maintenance:
 - (A) all Bug Fixes, Software Patches, and all other Enhancements;
 - (B) all Upgrades, updates, major and minor New Releases, and Renames

(Note: Any functionality added through Commercial Off-the-shelf (COTS) Customization of the Software must be included in any Upgrades, updates, and major and minor New Releases of the Software at no additional cost);

- (C) all Extensions and other modifications, including but not limited to drivers, service packs, and Service Releases;
- (D) all application programming interfaces (APIs), plug-ins, applets and adapters;
- (E) all rewrites, including in other programming language(s), where the original version(s) is no longer being maintained by the Software Publisher; and
- (F) on request, all backgrades or downgrades; however, if these backgrades or downgrades are versions predating the version of the Licensed Software acquired from the Contractor, the backgrade or downgrade version is provided without warranty and the Contractor will have no obligation to provide Software Maintenance or Support Services for the backgrade or downgrade version of the Licensed Software,

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

- (d) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation
- (e) **Software Support:** The Software Support Services include Technical Hotline Support and Web Support:
 - (i) **Technical Hotline Support:** In addition to the requirements of Section 5 of 4004, the Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at _____, in English and, if possible, in French, from 8:00 am until 5:00 pm. EST, Monday to Friday (including statutory holidays). The Contractor must answer or return all calls (with a live service agent) within 60 minutes of the initial time of the Client or User's initial call. The Contractor's personnel must be qualified and able to respond to the Client's and any User's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to all deliverables, and related documentation, as well issues relating to installation, configuration and integration of the Licensed Software.
 - (ii) **Web Support:** The Contractor must provide Canada with technical Web Support services through a website that must include, as a minimum, frequently asked questions and on-line software diagnostic routines, support tools, and services. The Contractor's website must provide support at a minimum in English. The Contractor's web support site address is _____.

If support for any component of the software solution is withdrawn during the Software Support Period, then replacement products with equivalent or greater functionality, as well as installation and training, must be provided to the Crown with no additional costs.

7.20 Training

- (a) **Providing Training:** Training shall be provided on an as-and-when requested basis through the use of a Task Authorization Form. The training described in the TA must be in accordance with the

scope of the Contract. The Contractor must not commence training until an authorized TA has been received by the Contractor. The Contractor acknowledges that any training performed in the absence of an authorized TA will be done at the Contractor's own risk. The following training categories must be available through the Task Authorization process for the duration of the Contract Period, as per Section 6.4 of the Statement of Requirements, entitled "Training Requirements":

- (i) Orientation Training;
- (ii) Train-the-trainer Training;
- (iii) Technical Team Training; and,
- (iv) System Administrator Training.

(b) **Providing Software Training:**

- (i) The Contractor must provide **classroom** training on the software products that form part of the Software Solution on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.
- (ii) There is no minimum number of participants for training courses.
- (iii) The training must be provided at the location identified in any applicable Task Authorization.
- (iv) The training must be available within 15 working days of the Task Authorization being issued.
- (v) The training, including both the instruction and the course materials, must be provided in the language specified in the Statement of Requirements.
- (vi) 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 instructors to the Technical Authority for approval.

7.21 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract.
All resources provided by the Contractor must meet the qualifications described in the Statement of Requirements (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Statement of Requirements or Task Authorization.
- (b) If the Contractor fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (c) If a specific individual is identified in the Contract to perform the Work, the Contractor must provide his or her services within ten working days of the issuance of the Contract or full execution of the Task Authorization (whichever first contains instructions for that individual to commence Work) unless the Contractor is unable to do so due to the sickness, death, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of the individual.
- (d) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, within five working days of the departure of an existing resource (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) the Contractor must provide to the Contracting Authority:
 - (A) the name, qualifications and experience of a proposed replacement immediately

available for work; and

- (B) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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

- (i) Where Canada becomes aware that an individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:
 - (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default, or
 - (B) require the Contractor propose a replacement acceptable to Canada to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.
- (ii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iii) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.22 Safeguarding Electronic Media

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

7.23 Representations and Warranties

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

7.24 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.

7.25 Termination for Convenience

With respect to Article 32 of 2030, if applicable, subarticle 4 is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

(a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

(b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

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ANNEX A

STATEMENT OF REQUIREMENTS

([See attached](#))

ANNEX B**BASIS OF PAYMENT****SUPPLIER AGREEMENTS AND STANDING OFFERS**

Terms and Conditions and Pricing applicable to Supplier Agreements and Standing Offers DO NOT APPLY to a competitive bidding process, and references to them in response to any mandatory requirement will be considered to render the Bid NON-RESPONSIVE.

BIDDERS MUST INCLUDE THE FOLLOWING PRICING INFORMATION FOR ALL DELIVERABLES IN CANADIAN CURRENCY:

1. The Bidder must provide all of the pricing requested in Tables 1 to 6 inclusively in accordance with **Part 7 - Basis of Payment.**
2. The Bidder must not make any assumptions which have not been validated by the Contracting Authority prior to the Bid Closing Date.

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TABLE 1

INITIAL REQUIREMENT

COLUMN (A)	COLUMN (B)	COLUMN (C)	COLUMN (D)	COLUMN (E)
ITEM	DESCRIPTION OF INITIAL REQUIREMENT	FIRM UNIT PRICE PER USER	NUMBER OF USERS	EXTENDED TOTAL = (Cx D)
1	For the supply of the Licensed Software for 50 Users , including Warranty and the Licensed Documentation, all as described in the Contract, and as required to meet the functional requirements as detailed in the Statement of Requirements.	\$	50	\$
2	For the supply of the Maintenance and Support Services for the Licensed Software for a period of one year beginning at Contract Award	\$	50	\$
3	TOTAL:			SUM OF (ITEM 1 + ITEM 2)

NOTES TO BIDDERS:

NOTE 1: FOR EVALUATION PURPOSES, 50 USERS WILL BE USED TO CALCULATE THE EXTENDED TOTAL. THE SUM OF THE EXTENDED TOTALS UNDER COLUMN E FOR ITEM 1 + ITEM 2 WILL BE USED TO CALCULATE THE TOTAL PRICE FOR EVALUATION PURPOSES.

NOTE 2: AS PER SECTION 7.8(A)(I), PAYMENT FOR THE INITIAL REQUIREMENT WILL NOT BE MADE UNTIL THE LICENSED SOFTWARE HAS BEEN ACCEPTED IN ACCORDANCE WITH SECTION 6.10.4 OF THE STATEMENT OF REQUIREMENTS.

TABLE 2

**OPTIONAL REQUIREMENT TO INCREASE THE LICENSED SOFTWARE COVERAGE
OVER AND ABOVE THE INITIAL REQUIREMENT**

COLUMN (A)	COLUMN (B)	COLUMN (C)
ITEM NO.	Description: For the supply and delivery of the Licensed Software to increase the scope of the Licensed Software coverage over and above the initial requirement, per additional User, including Warranty, and Documentation, all as described in the Contract, and as required to meet the functional requirements as detailed in the Requirement Specifications.	FIRM PRICE PER USER
1	Initial Contract Period:	\$
2	Option Year 1	\$
3	Option Year 2	\$
4	Option Year 3	\$
5	Option Year 4	\$
6	Option Year 5	\$
7	Option Year 6	\$
8	AVERAGE FIRM PRICE PER USER FOR EVALUATION PURPOSES ONLY:	SUM OF (ITEM 1+ ITEM 2+ ITEM 3+ ITEM 4+ ITEM 5 + ITEM 6 + ITEM 7) DIVIDED BY 7

NOTE TO BIDDERS: FOR EVALUATION PURPOSES, THE AVERAGE PRICE PER USER FOR ITEMS 1 TO 7 ABOVE WILL BE USED TO CALCULATE THE TOTAL BID PRICE.

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TABLE 3

**OPTIONAL REQUIREMENT: EXTENSION OF MAINTENANCE AND SUPPORT SERVICES
ON THE INITIAL REQUIREMENT**

COLUMN (A)	COLUMN (B)	COLUMN (C)	COLUMN (D)	COLUMN (E)
ITEM	DESCRIPTION: Maintenance and Support Services for the Licensed Software described in Table 1 - item 1, for a period of 1 year during the Optional Periods.	FIRM UNIT PRICE PER USER	NUMBER OF USERS	EXTENDED TOTAL = (C x D)
1	Option Year 1	\$	50	\$
2	Option Year 2	\$	50	\$
3	Option Year 3	\$	50	\$
4	Option Year 4	\$	50	\$
5	Option Year 5	\$	50	\$
6	Option Year 6	\$	50	\$
7	TOTAL:			SUM OF (ITEM 1 + ITEM 2 + ITEM 3 + ITEM 4 + ITEM 5 + ITEM 6)

NOTE TO BIDDERS: FOR EVALUATION PURPOSES, 50 USERS WILL BE USED TO CALCULATE THE EXTENDED TOTAL, USING THE FOLLOWING CALCULATION: FIRM UNIT PRICE PER USER UNDER COLUMN C X 50. FOR EVALUATION PURPOSES, THE SUM OF THE EXTENDED TOTALS UNDER COLUMN E WILL BE USED TO CALCULATE THE TOTAL.

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TABLE 4

**OPTIONAL REQUIREMENT: EXTENSION OF MAINTENANCE AND SUPPORT SERVICES ON THE
OPTIONAL REQUIREMENT TO INCREASE THE LICENSED SOFTWARE COVERAGE OVER AND ABOVE
THE INITIAL REQUIREMENT**

COLUMN (A)	COLUMN (B)	COLUMN (C)
ITEM	DESCRIPTION: Maintenance and Support Services for the Licensed Software described in Table 2 - item 1 - 8, for a period of 1 year during the Initial and Optional Periods.	FIRM PRICE PER USER
1	Initial Contract Period	\$
2	Option Year 1	\$
3	Option Year 2	\$
4	Option Year 3	\$
5	Option Year 4	\$
6	Option Year 5	\$
7	Option Year 6	\$
8	TOTAL:	SUM OF (ITEM 1+ ITEM 2+ ITEM 3+ ITEM 4+ ITEM 5 + ITEM 6 + ITEM 7)

NOTE 1: In order to provide for a common termination date for the Maintenance Services, Canada will pay an amount based on the above firm lot price, divided by twelve (12) and then multiplied by the number of months to the common Maintenance Services termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance and Support Services, the full amount will apply on the existing Licensed Software.

FOR EVALUATION PURPOSES, THE SUM OF THE FIRM PRICES PER USER FOR ANNUAL MAINTENANCE AND SUPPORT SERVICES FROM ITEM 8, COLUMN C WILL BE USED.

TABLE 5						
OPTIONAL REQUIREMENT FOR PROFESSIONAL SERVICES, AS AND WHEN REQUESTED THROUGH THE TASK AUTHORIZATION PROCESS						
COLUMN (A)	COLUMN (B)	CEILING PER DIEM RATES PER RESSOURCE CATEGORY				
		COLUMN (C)	COLUMN (D)	COLUMN (E)	COLUMN (F)	COLUMN (G)
ITEM	PERIOD	Delivery Manager	Application Technical Specialist	Application/ Interface Developer	Report Writer	Trainer
1	INITIAL CONTRACT PERIOD	\$	\$	\$	\$	\$
2	OPTION YEAR 1	\$	\$	\$	\$	\$
3	OPTION YEAR 2	\$	\$	\$	\$	\$
4	OPTION YEAR 3	\$	\$	\$	\$	\$
5	OPTION YEAR 4	\$	\$	\$	\$	\$
6	OPTION YEAR 5	\$	\$	\$	\$	\$
7	OPTION YEAR 6	\$	\$	\$	\$	\$
8	AVERAGE CEILING PER DIEM RATE:	SUM OF (ITEM 1+ ITEM 2+ ITEM 3+ ITEM 4+ ITEM 5 + ITEM 6 + ITEM 7) DIVIDED BY 7	SUM OF (ITEM 1+ ITEM 2+ ITEM 3+ ITEM 4+ ITEM 5 + ITEM 6 + ITEM 7) DIVIDED BY 7	SUM OF (ITEM 1+ ITEM 2+ ITEM 3+ ITEM 4+ ITEM 5 + ITEM 6 + ITEM 7) DIVIDED BY 7	SUM OF (ITEM 1+ ITEM 2+ ITEM 3+ ITEM 4+ ITEM 5 + ITEM 6 + ITEM 7) DIVIDED BY 7	SUM OF (ITEM 1+ ITEM 2+ ITEM 3+ ITEM 4+ ITEM 5 + ITEM 6 + ITEM 7) DIVIDED BY 7
9	ESTIMATED LEVEL OF EFFORT FOR INITIAL CONTRACT PERIOD	100	100	150	90	0
10	ESTIMATED ANNUAL LEVEL OF EFFORT FOR OPTION YEARS 1 - 6	15	10	20	10	5
11	TOTAL: SUM OF ((ITEM 8, COLUMN C x ITEM 9 COLUMN C) + (ITEM 8, COLUMN D x ITEM 9 COLUMN D) + (ITEM 8, COLUMN E x ITEM 9 COLUMN E) + (ITEM 8, COLUMN F x ITEM 9 COLUMN F) + (ITEM 8, COLUMN G x ITEM 9 COLUMN G)) + SUM OF (((ITEM 8, COLUMN C x ITEM 10 COLUMN C) x 6) + ((ITEM 8, COLUMN D x ITEM 10 COLUMN D) x 6) + ((ITEM 8, COLUMN E x ITEM 10 COLUMN E) x 6) + ((ITEM 8, COLUMN F x ITEM 10 COLUMN F) x 6) + ((ITEM 8, COLUMN G x ITEM 10 COLUMN G) x 6))					

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TABLE 6		
CEILING PRICE PER COURSE FOR TRAINING ON A TASK AUTHORIZATION BASIS		
Column (A)	Column (B)	Column (D)
ITEM NO.	DESCRIPTION	CEILING PRICE PER COURSE
1	Orientation Training	\$
2	Train the Trainer Training	\$
3	Technical Team Training	\$
4	System Administrator Training	\$
5	TOTAL: (FOR EVALUATION PURPOSES ONLY)	SUM OF (ITEM 1, COLUMN D x 1) + (ITEM 2, COLUMN D x 2) + (ITEM 3, COLUMN D x 1) + (ITEM 4, COLUMN D x 1)
NOTE 1: The ceiling prices per course listed above include the professional services required to develop and deliver the training courses, as well as all documentation related to the course.		

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TABLE 7**CALCULATION OF TOTAL BID PRICE FOR EVALUATION PURPOSES ONLY**

Column (A)	Column (B)	Column (C)
ITEM NO.	DESCRIPTION	TOTAL
1	Initial Requirement	Total from Table 1, Item 3, Column (E)
2	Optional requirement to increase the Licensed Software coverage over and above the Initial Requirement	Total from Table 2 , Item 8, Column (C) x 300
3	Option to acquire Optional Maintenance and Support Services on the Initial Requirement	Total from Table 3, Item 7, Column (E)
4	Optional to acquire Maintenance and Support Services on the Optional Licensed Software	Total From Table 4, Item 8, Column (C) X 300
5	Optional requirement for Professional Services	Total Price from Table 5, Item 11
6	Optional requirement for Training	Total Price from Table 6, Item 5, Column (D)
Total Bid Price for Evaluation Purposes Only:		SUM OF (ITEM 1+ ITEM 2+ ITEM 3+ ITEM 4+ ITEM 5 + ITEM 6)

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ANNEX C

SOFTWARE LIST

**LIST OF ALL SOFTWARE COMPONENTS, INCLUDING VERSION NUMBER, INCORPORATED IN
THE APPLICATION VIRTUALIZATION SOFTWARE SOLUTION**

Software Name

Version Number

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ANNEX D**TASK AUTHORIZATION FORM****AUTHORIZATION OF SERVICES TO BE PERFORMED ON AN AS-AND-WHEN REQUESTED BASIS****1.0 TASK AUTHORIZATION**Contractor:
Contract No.:

Financial Code:

GST Financial Code:

Task Authorization No:

Date:

2.0 SCOPE OF THE TASK AUTHORIZATION AND DELIVERABLES (as per Contract)**Background:****Objectives:****Scope:****Deliverables:****3.0 DESCRIPTION OF THE TASK/WORK TO BE PERFORMED****Task Name****Level of Effort****3.1 Deliverables****Required Deliverable****Completion Date****3.2 Assumptions and Constraints****3.3 Terms and Conditions**

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4.0 PERIOD OF SERVICES

From:

To:

5.0 WORK LOCATIONS**6.0 COST**

Category and Level of Personnel / Category of Course	Per Diem Rate / Rate per Course	No. of Days to Perform the Tasks/Work	Total
		ESTIMATED TOTAL PRICE	
		GST/HST	
		TOTAL	
Travel and Living Expenses: Travel and living are a direct charge on a cost reimbursable basis. All expenses shall incurred in accordance with the then-current Treasury Board guidelines. Invoices for Travel and Living costs of the Contractor's employees are to be supported by documentation (receipts) and will be reimbursed in accordance with the Treasury Board Policy and Guidelines on Travel in effect at the time of travel at actual cost with on allowance for mark-up. Charges for air travel shall not exceed that for economy class.		ESTIMATED PRICE	n/a
		GST/HST	
		TOTAL	
		GRAND TOTAL	

You are requested to sell to Her Majesty The Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price set out therefore.

6.1 Payment Terms

Payment based on effort to be substantiated by submission of approved weekly timesheets. The GC Technical Authority must approved the timesheets before any invoice be processed by the Contractor.

6.2 Limitation of Expenditure

Canada's maximum total amount of expenditure under this task authorization is \$_____ (HST Excluded).

7.0 STATUS/PROGRESS REPORTS

Status/Progress for this Task Authorization will be reported in Bi-weekly Status Reports prepared by the Contractor and tabled at the Progress Meetings.

8.0 AUTHORIZATION

PWGSC Contracting Authority:	Signature:	Date:
Client Authority:	Signature:	Date:
Contractor Representative:	Signature:	Date:

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BIDDER FORMS

FORM 1 - BID SUBMISSION FORM		
Bidder's full legal name [Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____	
	If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____	
	If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	On behalf of the bidder, by signing below, I confirm that [check the box that applies]:	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	

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Federal Contractors Program for Employment Equity (FCP EE) Certification: 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.	On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i> :	
	(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).	
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]		
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]		
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
Signature of Authorized Representative of Bidder		

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.3 (SEPTEMBER 6, 2012)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP)

Signature of authorized signatory of SP

Print Name of authorized signatory of SP

Print Title of authorized signatory of SP

Address for authorized signatory of SP

Telephone no. for authorized signatory of SP

Fax no. for authorized signatory of SP

Date signed

Solicitation Number

Name of Bidder
