

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions
- TPSGC
Place du Portage, Phase III
Core 0A1/Noyau 0A1
11 Laurier St./11, rue Laurier
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Shared Systems Division (XL)/Division des systèmes
partagés (XL)
4C1, Place du Portage Phase III
11 Laurier St./11, rue Laurier
Gatineau
Québec
K1A 0S5

Title - Sujet COMMERCIAL SOFTWARE	
Solicitation No. - N° de l'invitation EN578-130093/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 20130093	Date 2012-08-07
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-123-24714	
File No. - N° de dossier 123x1.EN578-130093	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 05:00 PM on - le 2012-08-20	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jalbert, Denise	Buyer Id - Id de l'acheteur 123xl
Telephone No. - N° de téléphone (819) 956-1083 ()	FAX No. - N° de FAX (819) 953-3703
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

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The purpose of the amendment is to provide the Draft “Resulting Contract Clauses” for information purpose.

Attachment: Draft Terms and Conditions (Parts 1 to 7) including Annex A - Pricing Tables

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BID SOLICITATION
PHARMACY MANAGEMENT
&
ELECTRONIC MEDICATION ADMINISTRATION RECORDS
SOFTWARE SOLUTION

FOR
CANADA

THIS BID SOLICITATION CONTAINS A SECURITY REQUIREMENT

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into seven parts plus annexes and appendices, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Form 1 - Bid Submission Form

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.

Appendix 1 - Substantiation of Technical Form
Appendix 2 - Management Bid Evaluation Criteria
Appendix 3 - Usability Testing Evaluation Criteria

Part 5 Certifications: includes the certifications to be provided;

List of attachments to Part 5: Form 2 - Software Publisher Certification Form
Form 3 - Software Publisher Authorization Form
Form 4 - Consent Form

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 including the following annexes and forms:

Annexes: Annex A Pricing Tables
Annex B Security Requirements Check List
Annex C Statement of Requirements
Annex D Statement of Work
Annex E Canada Technical Environment

Forms: Form 5 -- Task Authorization Form

1.2 Summary

This bid solicitation is being issued to satisfy the Canada's requirement to acquire a "commercially available" Pharmacy Management and Electronic Medication Administration Records Software Solution.

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It is intended to result in the award of a contract covering a period of one year, plus irrevocable options to extend the period of the contract by up to seven consecutive periods of one-year each. Any resulting contract may be used by any Government Department, Departmental Corporation or Agency, or other body of the Government of Canada (including all those described in the *Financial Administration Act*, as amended from time to time) or any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act* (each a "Client") who provide health services. Although Canada may make the Pharmacy Management and Electronic Medication Administration Records Software Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.

The deliverables will include User Licenses with option to increase up to Entity Licenses for two Clients and option to acquire User Licenses for other additional Clients, a one-year Warranty, Maintenance and Support Services and Software Documentation. Training and professional services to implement, customize, test and deploy the Pharmacy Management and Electronic Medication Administration Records Software Solution within Canada's designated technical environment. Professional services to be requested under task authorizations will be limited to deploy the Software Solution for Correctional Services Canada. Other Clients will require to use other procurement vehicles to acquire services to install the software products within their technical environment. All parts of the Software must be available to the Client Users 24 hours per day, 7 days per week, 365 days per year, and must operate at all times in Canada's technical environment in accordance with the requirements defined in the bid solicitation and any resulting contract.

There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents Website: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> For any inquiries regarding their security documents, bidders should contact CISD at 1-866-368-4646 or 613-948-4176 in the National Capital Region.

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)*, 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. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsel.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) 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 eighty (180) days

2.2 Submission of Bids

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

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.

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2.4 Applicable Laws

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

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

2.5 Volumetric Data

The projected data and services included in the bid solicitation have been provided in order to compare bids during the bid financial evaluation. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the Software will be consistent with this data.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

(a) Canada requests that bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (7 hard copies and 2 soft copies on CDs or USB)
- (ii) Section II: Management Bid (7 hard copies and 2 soft copies on CDs or USB)
- (iii) Section III: Financial Bid (2 hard copies)
- (iv) Section IV: Certifications (1 hard copy)

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. No prices should be indicated in any other section of the bid.

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

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

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

3.2 Section I: Technical Bid

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 in a thorough, concise and clear manner that the proposed Software Solution will meet the requirement. 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.

Bidders must be aware that simply stating "Compliant or Responsive" or "Fully Compliant or Fully Responsive" or just repeating the requirement will not necessarily constitute meeting a mandatory or a rated requirement. In its response, the Bidder must demonstrate its understanding of the requirement and must describe how the proposed Software meets the requirement. Where Canada determines that the substantiation related to a mandatory requirement is not complete, the bid will be considered non-responsive and will be disqualified.

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.

The technical bid consists of providing the following:

- (a) **Bid Submission Form (Attached as Form 1):** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, 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.
- (b) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder's Pharmacy Management and Electronic Medication Administration Record Software Solution with Annex C - Statement of Requirements. The Bidder is requested to address each requirement listed in Appendix 1 - Substantiation of Technical Compliance Evaluation Criteria.
- (c) **Technical Documentation.** The Bidder must provide technical documentation such as user manuals, screenshots, design or system management documents (or other information sources) to support the Bidder's response to each requirement (soft copy of the technical documents require to support the Technical Bid is acceptable). Links to websites are not acceptable and if provided to validate a mandatory requirement, it will render the bid response non responsive.

The Bidder should include the precise location of the reference material including the title of the document, the page and the paragraph numbers when addressing each criteria. Any reference material listed by the Bidder to demonstrate the compliance must be part of the bid (hard copy or soft copy). If it is not included in the bid, it will not be taken into consideration by Canada. Where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the bid documentation.

3.3 Section II: Management Bid

The Management Bid consists of the following:

- (a) **Corporate Profile:** The Corporate Profile should include a brief description of each of the following:
 - (i) The number of years the Bidder has been providing Pharmacy Management and Electronic Medication Administration Records software products and services similar to those described in Annex C (Statement of Requirements) and in Annex D (Statement of Work) - Section 4.0 (Scope of Work).
 - (ii) The Bidder's size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence;
 - (iii) When and how the proposed Software was conceived and how it has evolved, with the accomplishments of each release.
 - (iv) History in relation to pharmacy management software products and electronic medication administration record software products, including developing, distribution and support customers installations.

(b) **Reference Projects:**

- (i) **Description of Customer Reference Project for the Proposed Software:** The Bid must include a description of one project where the proposed software products have been deployed in a centralized solution with multiple satellite sites. The software products must be in use, in the production environment, for at least one year prior to the closing date of this bid solicitation.
- (ii) **Description of Customer Reference Projects for Services:** The Bid must include a description of one customer reference project where the Bidder provided services to deploy pharmacy management and electronic medication administration records software products as those described in this bid solicitation. The Bidder should provide a description of the end-user support model in place at the customer reference project.
- (iii) **For Each Customer Reference:** The Bidder should, at a minimum, provide with the bid the name, the telephone number and e-mail address of the Customer's person who possessed oversight or approval authority over the Bidder's work as a contact person. Bidders are also requested to include the title of the contact person. If the contact information is not provided with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to subject the information. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will render the bid non-responsive. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

(c) **Description of Qualifications of Proposed Professional Services Resources:** The Management Bid must include résumés of personnel from the identified resources categories described below that will deliver the Work in accordance with the approved Implementation Plan in relation to the installation, planning, configuration, integration, data conversion, customization and testing of the Software. The résumés must demonstrate that the Bidder is able to provide resources that have the qualification to deliver the Work (including any educational certifications, work experience, and professional designation or membership of the proposed resources) in accordance with Annex D - Statement of Work. With respect to résumés and resources, at the minimum, resources from each resource category must have the following experience:

- (i) *Project Manager (see Annex D - Statement of Work);*
- (ii) *Implementation Manager (see Annex D - Statement of Work);*
- (iii) *Trainer (see Annex D - Statement of Work);*
- (iv) *Program/Software Developer (see Annex D - Statement of Work);*
- (v) *Report Writer (see Annex D - Statement of Work).*

With respect to résumés and resources:

- (vi) 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.
- (ii) 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.
- (iii) 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.

- (iv) 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.
- (v) 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).
- (vi) 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 the time of one project will be counted toward any requirements that relate to the individual's length of experience.

- (d) **Proposed Support Plan:** The Bidder should include a description of its maintenance and support services for the Licensed Software which should describe how the Bidder will meet all the relevant requirements described in Part 7, Resulting Contract Clauses, Article 7.19, Maintenance and Support Services, including the 4004 (2010-08-16) Supplemental General Conditions - Maintenance and Support Services for Licensed Software. At a minimum, the Bidder should describe its:

- (i) Problem reporting and response procedures including a graphical representation i.e. Swim lane diagram;
- (ii) Escalation procedures within bidder's corporate structure;
- (iii) Handling of enhancement requests and bug fixes;
- (iv) Security patch management process and trouble-shooting services for the Software Solution's configuration
- (v) On-site support availability;
- (vi) Any enhancements to the basic requirements that the Bidder is offering;
- (vii) Service level objectives and guarantees of no interruption of services for software upgrades, configuration changes or other normal maintenance and recovery plan if these occur;
and,
- (viii) any other information it considers relevant.

Canada will evaluate the Support Plan against the criteria established in Appendix 2 - Management Bid Evaluation Criteria.

- (e) **Bidder's Training Plan:** The Bidder should provide a description on how that will deliver training that meets the objective stated in the resulting contract clauses (Part 7) and the Statement of Work (Annex D). The Bidder should include a list of commercial training courses that are available on the proposed Software Solution. At a minimum, the Bidder should provide:

- (i) Types of training material,
- (ii) Training Materials (Guide and Workbooks);
- (iii) Training Schedule;

- (iv) Training Medium; and,
- (v) Training Methodology.

(f) **Bidder's Implementation Plan:**

The Bidder must provide a proposed Implementation Plan that should include the following information:

- (i) Project Management Methodology & High Level Project Plan
- (ii) Level of effort of resources
- (iii) Technical High Level Diagram (Technical Architecture)

Canada will evaluate the proposed Implementation Plan against the criteria established in Appendix 2 - Management Bid Evaluation Criteria.

3.4 Section III: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with Part 7 - Basis of Payment including Annex A - Pricing Tables without any conditions, assumptions, or restrictions. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting contract, with the exception of those limitations that are expressly set out in this solicitation, will be considered non-responsive. 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 Prices to be Included:** The financial bid must include all prices for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary software, warranty, maintenance, support, documentation, training and professional services required to meet the requirements of the bid solicitation and the associated prices 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.

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

4.2 Technical Bid Evaluation

- (a) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory" in Annex C - Statement of Requirements. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (b) Claims in a bid that a future upgrade or release of any of the products included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade and release are not available at bid closing, will not be considered.

4.3 Management Bid Evaluation

Canada will use the information included in the bid response. Canada will further validate the information provided by the Bidder by contacting the customer's provided contact person for each project reference provided by the Bidder. Points will not be increased as a result of the validation. Canada may reduce the points if information provided differs from the information supplied in the bid.

- (a) The mandatory requirements are found in Part 3, Article 3.3, Section II - Management Bid and within Appendix 2 - Management Bid Evaluation Criteria. Each bid will be reviewed for compliance with the mandatory management requirements of the bid solicitation. All elements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (b) Each bid will be evaluated 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 for the Management Bid are described in Appendix 2 - Management Bid Evaluation Criteria

- (c) To be considered responsive, a bid must meet or exceed the pass mark of 60% (180 points out of a total of 300 points) for its Management Bid. Any Bid not meeting this minimum passing mark will be deemed non-responsive.

4.4 Financial Evaluation

(a) Substantiation of Professional Services Rates

- (i) 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 for a professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:
- (A) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
 - (B) a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
 - (C) a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
 - (D) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.
- (ii) Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has 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, while, at a minimum, recovering its own costs.

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- (b) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables in Annex A as completed by the bidders.
- (c) The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.
- (d) The Total Bid Price will be calculated as per following table titled "Total Bid Price".

TOTAL BID PRICE (to be completed by the Contracting Authority during evaluation process)				
	Items	As per Bidder's financial proposal	Weight	Total
1	Highest Price for License Software (within Table 1, Column 1, Line Items 1 to 8) per User multiplied by 2000.	\$		
2	Total price for the Maintenance and Support Services (Table 1, Column 2, Line Items 1 to 8) during Initial Contract Period and Option Periods per User multiplied by 2000.	\$		
3	Subtotal 1 (line 1 + Line 2):	\$	20%	
4	Price for the Entity License for Correctional Services Canada (Table 2, Line Item # 1)	\$		
5	Total price for the Maintenance and Support Services during Initial Contract Period and Option Periods for the Entity License for Correctional Services Canada (Table 2, Line Items # 2 to # 9)	\$		
6	Subtotal 2 (line 4 + line 5):		20%	\$
7	Price for the Entity License for Department of National Defence and Canadian Forces (Table 3, Line Item # 1)	\$		
8	Total price for the Maintenance and Support Services during Initial Contract Period and Option Periods for the Entity License for	\$		

	Department of National Defence and Canadian Forces (Table 3, Line Items # 2 to # 9)			
9	Subtotal 3 (line 7 + line 8):		20%	\$
10	Total price for the Extended Corporate Help Desk (Table 4) during Initial Contract Period and Option Periods using one installation with 1000 Users for each time -period stated in Columns #2, #3, #4 and #5.	\$		
11	Subtotal 4 (line 10):	\$	10%	\$
12	Average Price for resources (during Initial Contract Period and Option Periods) using Table 5 will be calculated as follow: (220 working days using the average per diem rate in line 1) + (110 working days using the average per diem rate in line 2) + (200 working days using the average per diem rate in line 3) + (50 working days using the average per diem rate in line 4) + (25 working days using the average per diem rate in line 5) + (25 working days using the average per diem rate in line 6) = <i>(note to Bidder: average means the sum of the per diem rate during the Initial Contract Period plus the per diem rate for the seven option periods divided by eight)</i>			
13	Subtotal 5 (line 12):	\$	30%	\$
14				
15	(Subtotals 1 + 2 + 3 + 4 + 5) =		100%	

4.5 Ranking of Bids

- (a) The bid must obtain the required minimum number of points or minimum percentage overall of the points established for the evaluation criteria which are subject to point rating to be declared technically responsive. The Contracting Authority will rank the bid based on the total bid price. The bid which has the lowest total bid price will be ranked the Highest Responsive Bid.
- (b) In the event that two or more responsive bids have the same lowest evaluated price, the responsive bid that obtained the highest overall score for all the point rated criteria subject to point rating for the Management Bid will be recommended for award a contract.

4.6 Usability Testing Evaluation

- (a) The Bidder of the Highest Responsive Bid will be requested to demonstrate some specific features. Bidders should refer to Appendix 3 - Usability Testing Evaluation.
- (b) The Bidder will be given a minimum of 5 working days after being notified by the Contracting Authority to conduct the Usability Testing Evaluation of the proposed Software. The Bidder will use their own laptop and/or server(s). Bidder will be provided up to four hours to set their technical environment at a location designated by the Contracting Authority. Canada will then conduct the Usability Testing Evaluation. Canada reserves the right to request that the Bidder provides an overview of the proposed Solution as part of the Usability Testing Evaluation. Up to 4 representatives of the Bidder may be present during the Demonstration.
- (c) The representative(s) named in the bid to provide technical support should be available by telephone for technical advice and clarification during the Usability Testing Evaluation; however, Canada is not required to delay the Usability Testing Evaluation if an individual is unavailable. Once the Usability Testing Evaluation has begun, it must be completed within 2 working days (7.5 hours per day). If the Usability Testing Evaluation has not been completed within this time period and the reasons for these delays are clearly because of problems that are beyond the Bidder's control, the Contracting Authority reserves the right to extend the Usability Testing Evaluation to recuperate the time period used to fix the problems, either during the same day or the next working day.
- (d) To be considered responsive, a bid must meet or exceed the pass mark of 60% (___ points) for the Usability Testing Evaluation. Bid not meeting this minimum passing mark will be deemed non-responsive.

4.7 Proof of Bid (PoB) Test for Top Ranked Responsive Bid

- (a) The Bidder's Top Ranked Responsive Bid (lowest price responsive bid) will demonstrate any features, functionality and capabilities described in this bid solicitation and in its bid in order to verify compliance with the requirements of this bid solicitation.
- (b) The representative(s) named in the bid to provide technical support during the PoB test should be available by telephone for technical advice and clarification.
- (c) The Bidder will be given a minimum of 10 working days after being notified by the Contracting Authority to conduct the PoB test. Bidder will be provided up to 5 days to install the proposed software products within Canada's technical environment at a location designated by the Contracting Authority.
- (d) Canada will then conduct the PoB test. Up to 4 representatives of the Bidder may be present at any given time during the PoB test. Once the PoB test has begun, it must be completed within 5 working days (7.5 hours per day). If the PoB Testing has not been completed within this time period and the reasons for these delays are beyond the Bidder's control, Canada reserves the right to extend the PoB Testing to recuperate the time period, either during the same day or the next working day(s).
- (e) Canada will document the results of the PoB Test. If Canada determines that the proposed Software does not meet any mandatory requirement or the passing mark for the rated requirements of the bid solicitation, the bid will fail the PoB Test and the bid will be disqualified and Canada will then proceed with the next Top Ranked Responsive Bid.

- (f) The PoB test will take place in the National Capital Region within Canada's premise as specified by the Contracting Authority at the time of the notification.
- (g) In connection with the PoB testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.

4.8 Basis of Selection

- (a) To be declared responsive, the Bidder's Top Ranked Responsive Bid must:

- (i) comply with the requirements of the bid solicitation;
- (ii) meet all mandatory evaluation criteria;
- (iii) obtain the required minimum of 60 percent or higher of the points for the Management Bid;
- (iv) obtain the required minimum of 60 percent or higher of the points for the Usability Testing Evaluation; and
- (v) be successful on the PoB.

Bids not meeting (i) or (ii) or (iii) or (iv) or (v) will be declared non-responsive. The Top Ranked Responsive Bid 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.

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PART 5 - CERTIFICATIONS

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

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

5.1 Certifications Precedent to Contract Award

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

5.2 Code of Conduct Certifications - Consent to a Criminal Record Verification

In accordance with section 1.0 of 2003, Bidder must submit:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed "Consent to a Criminal Record Verification" form (Form 4), for each individual named in the aforementioned list.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete and that the Bidder complies with the Code of Conduct.

5.3 Federal Contractors Program - Certification

- (a) The Federal Contractors Program for Employment Equity (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of a 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.

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

5.4 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; and,
 - (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.

5.5 Status and Availability of Resources

- (a) By submitting a bid, the Bidder certifies that, should it be 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. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for

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the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

- (b) 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.

5.6 Bidder Certifies that All 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.

5.7 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 (Form 2). Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada’s sole discretion to determine whether all the required information has been provided.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of its bid is required to submit proof of the Software Publisher’s authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary Software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary Software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation (Form 3). 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 and Software Publishers who use an alternate form, it is in Canada’s sole discretion to determine whether all the required information has been provided.
- (c) In this bid solicitation, “Software Publisher” means the owner of the copyright in any Software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- (a) The following conditions must be met:
- (i) The Bidder, at bid closing date, must hold a valid organization security clearance and must be able to comply with the terms associated with the Security Requirement Check List provided with the bid solicitation. Bidders must refer to the terms outlined in Part 7 - Resulting Contract Clauses; and,
 - (ii) The Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each hold a valid reliability status, granted and approved by CISD/PWGSC at the time of issuance of the task authorization.
- (b) Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
- (c) For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.
- (e) Foreign bidders must be from a country where there is an existing bi-lateral industrial security agreement with Canada that stipulates security equivalencies. Foreign bidders (including U.S.) should contact the Contracting Authority to obtain the security requirements terms that will apply to the resulting contract.

6.2 Financial Capability

- (a) The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
- (i) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - (ii) If the date of the financial statements in (i) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.

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- (iii) If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
- (A) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and,
 - (B) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
- (iv) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
- (v) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
- (vi) A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- (vii) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- (b) If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
- (c) If the Bidder is a subsidiary of another company, then any financial information in (a) (i) to (a) (vii) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
- (d) Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
- (i) the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and,
 - (ii) the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

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- (e) Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
 - (f) Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
 - (g) Security: In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

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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 and Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) granting licenses to use the Pharmacy Management and Electronic Medication Administration Records Software Solution (hereinafter referred to as the "Licensed Software" or "Software Solution") described in the Contract for the number specified;
 - (ii) providing the Software Documentation and a one-year Warranty;
 - (iii) providing Maintenance and Support for the Licensed Software during the Initial Contract Period, as and when requested by Canada;
 - (iv) providing professional services as and when requested by Canada; and,
 - (v) providing training, as and when requested by Canada.
- (b) **Initial Client:** The Initial Client is Correctional Services Canada.
- (c) **Client(s):** The Clients are any of the Canadian government departments, corporations or agencies as defined in Schedules I, I.1, II, III, IV and V of the Financial Administration Act or another party for which the Department of Public Works and Government Services Canada has been authorized to act pursuant to section 16 of the Department of Public Works and Government Services Act.
- (d) **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 the 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.
- (e) **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.
- (i) "de-list" refers to Canada's removal of a Client or of a User from the set of those who can access the Contractor's software products deployed within the Client's technical environment;
 - (ii) "deployed" refers to the provision by a Client to a User of a right of access to the Contractor's software products;
 - (iii) "User" means an individual authorized by the Client to use the Licensed Software under the Contract and for the purposes of these supplemental general conditions, includes any employee, agent or contractor authorized to use the Licensed Software.
 - (iv) "Entity" refers to a Client.

7.2 Option to Increase the number and the scope of the Licenses and related Maintenance and Support

- (a) The Contractor grants to Canada the irrevocable option to increase the scope of the licenses up to Entity Licenses including the related Maintenance and Support under the same terms and conditions and at the prices stated in the Pricing Tables. It is a condition of the contract that the Maintenance and Support Services start at the deployment date of the License Software to a User
- (b) The Contractor grant to Canada the irrevocable option to increase the number of licenses to include Users from other Client(s) including Maintenance and Support Services under the same terms and conditions and at the prices stated in the Pricing Tables. It is a condition of the contract that the Maintenance and Support Services start at the deployment date of the License Software to a User
- (c) The Contractor grants to Canada the irrevocable option to increase the Extended Corporate Help Desk per Client for the hours specified below under the same terms and conditions and at the prices stated in the Pricing Tables, Table 4. It is agreed and understand that the irrevocable option(s) will be exercised by Client(s), individually, that make the request specifically and that not all Clients who has exercised the option to acquire licenses under the contract require to extend the hours of the Corporate Help Desk.
 - (i) provided 24 hrs/day, 7 days/week;
 - (ii) provided 16 hrs/day (between 06h00 and 22h00, Eastern Time), 7days/week;
 - (iii) provided 16 hrs/day (between 06h00 and 22h00, Eastern Time), 5 days/week (Monday through Friday);
 - (iv) provided 12 hrs/day (between 06h00 and 18h00, Eastern Time), 5 days/week (Monday through Friday).
- (d) These options may be exercised at any time during the Contract Period, as many times as Canada chooses.
- (e) 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.

7.3 Task Authorization

- (a) **Purpose of Task Authorization (TA):** Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using the TA Form (Form 5).
- (b) **Process of Issuing a TA for Professional Services and Training:** If a requirement for a specific task is identified, a "statement of task" will be prepared by the Technical Authority and will be sent to the Contracting Authority. The Task Authorization will then be sent to the Contractor. Once it receives the statement of task, the Contractor must submit a quotation detailing the cost and time to complete the task to the Contracting Authority and to the following address:

(to be provided at contract award)

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Attention: _____.

- (c) The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within 10 working days of the request.
- (d) **Approval Process:** If Canada approves the Contractor's task quotation, Canada (by its authorized representative, as described in this Article) will issue the TA by forwarding a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.
- (e) **Authority to Issue a TA:** All TAs must be issued directly by the Contracting Authority.
- (f) **Contents of a TA:** A Task Authorization must contain the following information, if applicable:
- (i) a task number;
 - (ii) the details of any financial coding to be used;
 - (iii) the number of resources in each category required;
 - (iv) a brief statement of work for the task outlining the activities to be performed and identifying any deliverables;
 - (v) the interval during which the task is to be carried out (beginning and end dates);
 - (vi) milestone dates for deliverables and payments (if applicable);
 - (vii) the number of person-days of effort required;
 - (viii) the specific work location;
 - (ix) 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
 - (x) any other constraints that might affect the completion of the task.
- (g) **Charges for Work under a TA:** The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.
- (h) **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 Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

(a) **General Conditions:**

2030 (2012-07-16), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

(i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;

(ii) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software

(A) Section 15 is hereby amended: Software Warranty Period is extended from 90 days to one year from delivery and acceptance of the Licensed Software and the Work; and,

(B) Section 9 (3) is hereby amended: The Contractor must deliver Software Documentation in both of the two official languages of Canada, French and English

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

apply to and form part of the Contract.

7.5 Security Requirement (Canadian Contractor)

(a) (to be provided)

7.6 Contract Period

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

(i) The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends on March 31, 20xx (minimum one-year contract); 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:** The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to seven additional one-year periods (herein also referred to as “Option Period”) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

(c) Canada may exercise these options at any time by sending a written notice to the Contractor before the expiry date of the Contract. These options may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, by a contract amendment.

7.7 Delivery Date

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

- (b) The software products including documentation and license key must be delivered within ten working days from contract award date.
- (c) Maintenance and Support Services must be accessible when requested by Canada;
- (d) Professional services and training must be delivered as per issued tasks authorizations.

7.8 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Denise Jalbert

Title: Supply Team Leader

Public Works and Government Services Canada
Acquisitions Branch (STAMS) - (SSSPD),
Place Du Portage, Phase III, 4C1
11 Laurier Street
Gatineau, Quebec
K1A 0S5

Telephone: (819) 956-1083

Facsimile: (819) 953-3703

E-mail address: denise.jalbert@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: (to be provided at contract award)

Title: _____

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

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

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(c) **Contractor's Representative**

Name: _____
Title: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

7.9 Payment

(a) **Basis of Payment**

(i) **Licensed Software:** For license(s) to use the Licensed Software and the Documentation in accordance with the Contract including Option Periods, Canada will pay the Contractor the firm all inclusive price(s) set out in Annex A - Pricing Tables for the quantity requested, FOB destination, including all customs duties, GST/HST extra. The firm prices include Warranty during the Software Warranty Period.

(A) **Per User:** See Table 1 - Column 1.

(B) **For Correctional Services Canada:** See Table 2 (line item # 1).

(C) **For the Department of National Defence and Canadian Forces:** See Table 3 (line item # 1).

(ii) **Maintenance and Support Services for Licensed Software:** For Maintenance and Support throughout the Software Support Period, including any extensions to it exercised as options by the Contracting Authority in accordance with the Contract, Canada will pay the Contractor, yearly in advance, a firm all inclusive lot price for the number of Users to whom the Licensed Software is deployed during a Software Support Period as set out in Annex A - Pricing Tables, Tables 1 to 3. FOB destination, all customs duties included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Terms to provide for a common termination date for the Maintenance and Support Services in Annex A - Pricing Tables will apply.

It is agreed and understood by both Parties that it is a condition of the contract that Canada has the right to:

(A) de-list User(s) and/or Client(s) who received Maintenance and Support Services for Licensed Software, at any time during the Contract Period, part-way through a Software Support Period, solely at Canada's discretion and at no cost.

(B) Subject to de-listing User(s) or Client(s) as stated in (A) above, Canada has the right to transfer and reallocate the paid portion of unused Maintenance and Support Services for Licensed Software to new User(s) at any time within the same Software Support Period, solely at Canada's discretion and at no cost provided that the total number of paid Licenses for Users is not exceeded;

(C) The Contractor agrees to provide Maintenance and Support Services for Licensed Software at no additional cost, if the transfer and reallocation of already paid Maintenance and Support Services for Licensed Software is to a new User(s) or Client(s) not already on Maintenance and Support Services provided that the total

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number of Users under Maintenance and Support Services within the Contract is not exceeded;

- (D) Canada has the right, at the start of each Software Support Period, to readjust (increase or decrease) the total number of Users and Clients that are entitled to receive Maintenance and Support Services.

It is a condition of the Contract that Canada has the right to transfer the Maintenance and Support Services from one User to another User without increasing the number of Users and without incurring additional cost.

It is understood and agreed that no reinstatement or administration charges will be payable for reinstating licenses that have not been deployed, or that have been deployed but then delisted and subsequently re-deployed. However, Canada agrees that at the time such licenses are reinstated, Canada will pay Maintenance and Support Services Fees from the date of the last day of any previous deployment dates, if such licenses have been previously deployed. If such licenses have not been previously deployed, no Maintenance and Support Services fees will be payable for the period between the time the license was initially purchased and the date of deployment.

- (iii) **Irrevocable Option - Extended Corporate Help Desk:** For extended Technical Hot-line Support provided to any Client for which Canada has exercised the option, and which is above the hours stated in Article 7.19, sub-article (e) of Maintenance and Support Services, Canada will pay the Contractor the firm all inclusive annual lot price set out in Annex A - Pricing Tables, Table 4, FOB destination, including all customs duties, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

- (A) provided 24 hrs/day, 7 days/week;
(B) provided 16 hrs/day (between 06h00 and 22h00, Eastern Time), 7 days/week;
(C) provided 16 hrs/day (between 06h00 and 22h00, Eastern Time), 5 days/week (Monday through Friday);
(D) provided 12 hrs/day (between 06h00 and 18h00, Eastern Time), 5 days/week (Monday through Friday).

- (iv) **Professional Services provided under a Task Authorization -- Firm Per Diem Rate:** For professional services and training, as and when requested by Canada during the Contract Period, including any extensions to it exercised as options by the Contracting Authority in accordance with the Contract, Canada will pay the Contractor, no more than once a month, firm per diem rates in accordance with the prices included in Annex A - Pricing Tables, Table 5, FOB destination, including all customs duties, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Partial days will be prorated.

- (v) **Professional Services and Training provided under a Task Authorization with a Firm Price - Milestone Payment:** For professional services and training requested by Canada, in accordance with an approved task authorization, Canada will pay the Contractor upon acceptance of the deliverables, the firm all-inclusive price(s) per deliverable as set out in an approved task authorization, FOB destination, including all customs duties, GST/HST extra.

-
- (vi) **Work Hours and Locations:** The Client Project Office is located in Ottawa, Ontario, Canada. The Contractor must be available during the Client's business core hours (i.e., 5 days a week between at 8:00 am to 5:00 pm Ottawa local time from Monday through Friday).
- (vii) **Pre-Authorized Travel and Living Expenses:** Canada will not reimburse the Contractor for travel and living expenses incurred to perform the Work in the National Capital Region, nor will Canada reimburse for travel and living expenses incurred to travel from the Contractor's location to and from the National Capital Region. These costs must be part of the firm all inclusive per diem rate. The Contractor will be able to charge for time spent travelling from the National Capital Region to Canada's work site(s), at the per diem rate set out in the Contract, for Work outside the National Capital Region. Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work outside the National Capital Region, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.
- (viii) **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.
- (ix) **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 refuses, or is unable, 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, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.
- (x) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (b) **Limitation of Expenditure**
- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract.

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- (A) \$ *[amount to be determined at contract award]* for Licensed Software;
- (B) \$ *[amount to be determined at contract award]* for Maintenance and Support Services;
- (C) \$ *[amount to be determined at contract award]* for Training and Professional Services.
- (ii) Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- (iii) Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

(c) **Method of Payment - Licensed Software**

Canada will pay the Contractor the total price of the License, upon delivery and acceptance of the software products by Canada into the Production Environment, this includes an acceptance of the software bilingual interfaces (Canadian French and Canadian English), and:

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

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

Canada will pay the Contractor in advance for the Maintenance and Support Services, in accordance with the Basis of Payment, 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; and,
- (ii) All such documents have been verified by Canada.
- (iii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

(e) **Method of Payment for Task Authorization with Firm Price (Lump Sum Payment) :** 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; and,
- (iii) the Work delivered has been accepted by Canada.

(f) **Method of Payment for Task Authorization (Firm Prices or Milestone Payment)**

For any Task Authorization issued under the Contract that includes one firm price or a schedule of milestone payments to be made once the work or specific portions of the work have been

completed and accepted, Canada will make the firm payment or the milestone payments in accordance with the schedule detailed in that TA and the payment provisions of the Contract:

- (ii) an accurate and complete claim for milestone payment using form PWGSC-TPSGC 1111 (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>) and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; and
 - (iii) all work associated with the milestone and any deliverable required have been completed, delivered, and accepted by Canada.
- (g) **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 task authorization's price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the issued task authorization, all of which is required to be performed for the maximum task authorization's price. If the work described in the task authorization 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 task authorization's price, Canada is only required to pay for the time spent performing the work related to that Task Authorization.
- (h) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
 - (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.10 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

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(c) By submitting invoices, 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:

_____(to be provided at contract award)____

and a copy to the Contracting Authority.

7.11 Certifications

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.

7.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of _____, Canada. *(The Contracting Authority will insert the name of the Canadian province or territory as specified by the Bidder in its bid at Contract Award.)*

7.13 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - (i) 4002 (2010-08-16) – Supplemental General Conditions – Software Development or Modification Services
 - (ii) 4003 (2010-08-16) - Supplemental General Conditions – Licensed Software;
 - (iii) 4004 (2010-08-16) - Supplemental General Conditions – Maintenance and Support Services for Licensed Software;
- (c) General Conditions 2030 (2012-07-16) - Higher Complexity - Goods
- (d) Annex B, Security Requirements Check List;
- (e) Annex E, Technical Environment;
- (f) Annex C, Statement of Requirements;
- (g) Annex A, Pricing Tables;

- (h) the signed approved task authorization(s);
- (i) Annex D, Statement of Work;
- (j) The issued bid solicitation including all bid solicitation amendments;
- (k) the Contractor's bid dated _____, as amended _____, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.14 Foreign Nationals

- (a) SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor); or,
- (b) SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor).

Note to Bidders: *Whichever one of these clauses applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

7.15 Insurance Requirements

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

7.16 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
 - (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
 - (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.

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

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

- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- (c) **Third Party Claims:**
- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the 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

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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:
- _____
- _____
- _____
- (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 License to use the Licensed Software

With respect to the provisions of Supplemental General Conditions 4003:

- (a) **Licensed Software:** The Licensed Software which is defined herein and in 4003 includes all the software products offered by the Contractor in its bid, and any other software code provide or create under issued task authorization(s) through professional services or otherwise by the

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Contractor and is required for those software products to function in accordance with the Software Documentation and the Statement of Requirements, including without limitation the following products:

[this information will be completed at contract award using information in the Contractor's bid]

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, software development tool kits and management console.

- (b) **Type of License being Granted:** per User
- (c) **Perpetual Licenses**
- (d) **Number of Users:** *(to be filled at contract award)* _____.
- (e) **Option to purchase:** additional Licenses per User and for two Entities (Correctional Services Canada and Department of National Defence and Canadian Forces)
- (f) **Language of Licensed Software:** The Licensed Software must allow Users to work in English and in Canadian French;
- (g) **Media on which Licensed Software must be Delivered:** DVD-ROM, CD-ROM and Internet download via Secure Network or HTTPS protocol as requested by Canada;
- (h) **Software Warranty Period:** twelve months (one year). During the Warranty Period the Contractor shall meet its warranty obligations at no cost to Canada. The Contractor's obligations under the Maintenance and Support Obligations of this Contract are in addition to and not in substitution for the Contractor's obligations during the Warranty Period.
- (i) **Source Code Escrow Required:** Yes.
- (j) **Additional Rights:** In addition to the rights provide under Supplemental General Conditions 4003, this license includes the following rights:
 - (i) to define as many Users' roles as the Client see fit;
 - (ii) to allow for as many health patients (customers/health beneficiaries) as the Client see fit;
 - (iii) to access the perpetual license under a single enterprise level license key (registration, activation and authentication) per Client;
 - (iv) to make this use by way of a network, the Internet, an intranet, an extranet, a virtual private network (VPN), an inter-network, or such other means as may become possible from time to time so that users have "universal access rights" (i.e., a right to access the Licensed Software by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available from time to time;

- (v) to make this use regardless of the operating systems, software applications and Application Programming Interface(s) (API) that Canada may be using from time to time; however, Canada acknowledges that the Contractor is not granting any license rights to the software other than the Licensed Software; and,
- (vi) to continue to use the Licensed Software regardless of any changes made at any given time, including but not limited to changes in the operating system, other applications, hardware, peripherals or devices with which the Licensed Software operates; however, the Contractor is not required to deliver a new or different version of the Licensed Software to enable the Users to continue to use the Licensed Software in a different environment than the one(s) described in the Contract (unless expressly required to do so as part of the Warranty or Maintenance for the Licensed Software described in the Contract).

7.19 Maintenance and Support Services

With respect to the provisions of Supplemental General Conditions 4004:

- (a) **Initial Software Support Period:** The initial Software Support Period is the Initial Contract Period.
- (b) **Optional Software Support Period(s):** Optional extensions which Canada chooses to exercise as set out in the Contract which start at the end of the Contract Period and expires one year later.
- (c) **Maintenance Releases:** Include all commercially available enhancements, extensions, improvements, upgrades, updates, releases, versions, renames, rewrites, cross-grades, components and back grades and other modifications to the Licensed Software made commercially available.
- (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 of any specific "build".
- (e) **Contractor must provide direct access to Software Publisher's Technical Hot-line:** Yes.
- (f) **Hours for Providing Support Services:** The Contractor's personnel must be available from 08h00 to 17h00 (Eastern Standard Time or Eastern Daylight Savings Time, as applicable), Monday through Friday.
- (g) **Incident Report:** The Contractor must provide the following on-line and real-time report to Technical Authority within three months of contract award date: (1) A log of all Incidents or Enquiries; (2) Assigned Ticket Numbers; (3) Nature of Enquiry and Assigned Severity Level; (4) Status of Enquiry (date of receipt, ongoing or resolved); (5) Target Time and date of response or resolution of Incidents or Enquiry; (6) Client's Contact Person; (7) Contractor's Contact Person; (8) Volumetrics of all Incidents and report on the details of all open Incidents or Enquiries; (9) List of all Change Requests; (10) List of all Enhancements Requests; and (11) List of Fixes.

- (h) **On-site Support Services:** The Contractor must provide on-site support services upon request.
- (i) **Security:** Contractor must have a fully developed and deployed security patch management process for the Solution.
- (j) **Contact Information for Accessing the Contractor's Support Services:** In accordance with Section 5 of 4004, the Contractor must make its Support Services available through the following:

Toll-free Telephone Access: _____

Toll-free Fax Access: _____

Email Access: _____

The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.

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.

- (k) **Website:** In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____.

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.

- (l) **Language of Support Services:** The Support Services must be provided to the Client in English and in French.

7.20 Training

- (a) Canada will provide any comments it has regarding the proposed Training Plan submitted by the Contractor as part of its bid. The Contractor must update the proposed Training Plan as requested by Canada within ten working days from receiving comments from the Technical Authority to reflect Canada's comments and resubmit it to Canada for approval.
- (b) The Training Plan must meet the following objectives:
- (i) Ensure full training of Business Unit (BU) Administrators (5 individuals).
 - (ii) Ensure full training of the Client's In-house Instructors in order to facilitate a train-the-trainer approach for ongoing end user instructions.
- (c) The Contractor must provide classroom training on the software products that form part of the Licensed Software on an "as-and-when requested" basis when a task authorization for training is issued in accordance with the Contract. The training will be provided in accordance with the approved Training Plan.

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- (d) Approval: An evaluation of the training received for the audience per Individual will take place at the end of each session. Invoice(s) for Training that has been deemed to meet the required outcome specified in the approved Training Plan will be recommended for acceptance to the Technical Authority.
- (e) The training must be provided within the National Capital Region and at other locations across Canada, as specified in the issued task authorization(s).
- (f) The training must be available within 15 working days of the task authorization being issued.
- (g) The training, including both the instruction and the course materials, must be provided in English and in French. Canada may issue a task authorization whenever it has people who require training.
- (h) The responsibilities of the Trainer under this Contract could include but are not limited to: (1) assessing the relevant characteristics of target audience; (2) preparing courseware materials; (3) conducting training courses; and (4) communicating effectively by visual, oral, and written form with individuals, small groups, and in front of large audiences

7.21 Finalization of Implementation Plan

Canada will provide comments it has regarding the proposed Implementation Plan submitted by the Contractor as part of its bid. The Contractor must update the proposed Implementation Plan as requested by Canada within ten working days from receiving comments from the Technical Authority to reflect Canada's comments and resubmit it to Canada for approval. This deliverable shall present and detail the steps required to move from functional specifications, through operational go-live of the Software Solution in the Client's production environment, up to and including the first quarter in which the Software Solution is available for operational use.

7.22 Finalization of the Support Plan

Canada will provide any comments it has regarding the proposed Support Plan submitted by the Contractor as part of its bid. The Contractor must update the proposed Support Plan as requested by Canada within ten working days from receiving comments from the Technical Authority to reflect Canada's comments and resubmit it to Canada for approval.

7.23 Professional Services

- (a) The Contractor must provide resources to deliver services outlined in the Statement of Work in relation to the installation, planning, configuration, integration, data conversion, customization and testing of the Software at the price stated in the Basis of Payment, Table 5 - Professional Services.
- (b) The Contractor shall ensure, where possible, that all materials employed and work methods utilized by both the Contractor and its deployed resources shall accommodate the Client's commitment to the GoC's Green Procurement Strategy. The following website provides a link to the Green Procurement Policy:
<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>
- (c) Once a task authorization is issued, the Contractor must make the resource available to Canada within 15 working days. If an individual resource is named in this Contract with respect to any portion of the Work, the Contractor must provide that resource, except to the extent that a

replacement is permitted under the General Conditions (in which case the replacement must be provided within the time period described above). This obligation applies despite any changes that Canada may have made to any hardware, software or any other aspect of the Client's operating environment. If the Contractor does not make the resource available to perform the Work during that period, Canada may immediately terminate the Contract for default.

- (d) If there must be a change in a resource performing work under the Contract (which must in any case comply with the requirements in the section of the General Conditions entitled "Replacement of Personnel"), the Contractor must make the replacement available for work within 10 working days of the departure of the existing resource (or, if Canada has requested the replacement, within 15 working days of Canada's notice of the requirement for a replacement).
- (e) All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency) and must be competent to provide the required services by any delivery dates described in the Contract.
- (f) If the Contractor fails to meet any of its obligations under this Article, or 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 10 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.

7.24 Reporting Requirements

The Contractor must provide activities reports for the approval of the Technical Authority on the status of all Work detailing accomplishments and issues on a weekly basis to the Technical Authority. The activities reports must identify, evaluate and mitigate risk associated with the work undertaken for the installation, configurations, information migration and "start up" phase from a technical, procedural, cost and schedule perspective. Each report shall be in three parts:

- (i) PART 1 -- The following six questions MUST be answered:
 - (A) Is the Work and project on schedule?
 - (B) Is the Work and project within budget?
 - (C) Is the Work free of any areas of concern in which the assistance or guidance of Technical Authority may be required?
 - (D) Is the activity list up-to-date? (if not, must be provided upon request from the Technical Authority or his/her representative)
 - (E) Is the status list of the deliverables up-to-date? (If no, must be provided upon request from the Technical Authority or his/her representative)
 - (F) Is the project plan (Gant chart) and the critical path analysis report up-to-date? (If no, must be provided upon request from the Technical Authority or his/her representative).

Each negative response must be supported with an explanation.

- (ii) PART 2 -- A narrative report, brief, yet sufficiently detailed to enable the the Client to evaluate the progress of the Work, containing as a minimum:
 - (A) A description of the progress of each task and of the Work as a whole during the period covered by the Report. Sufficient information shall be included, if necessary, to describe the progress accomplished; and,
 - (B) An explanation of any variation from the plan of Work, detailed estimates of any increase in time, resources and cost that affect plans.
 - (C) All reasonable options for consideration by the Client plus the costs and consequences to the Client of taking no remedial action and must also provide a reasonable amount of time for the Client to review these options and obtain any necessary funding authorization.
- (iii) PART 3 -- Corrective actions to show how the deadline will be met, issues resolved, recommendations, and detailed remedial action plans to resolve or alleviate the identified situations or difficulties.

7.25 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.

7.26 Representations and Warranties

The Contractor made statements regarding its and its proposed resources 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.

7.27 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.

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ANNEX A

PRICING TABLES

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.

The Bidder must not make any assumptions which have not been validated by the Contracting Authority prior to the Bid Closing Date.

TABLE 1 LICENSED SOFTWARE (Price includes Warranty and Software Documentation) DURING INITIAL CONTRACT PERIOD AND OPTION PERIODS FIRM ALL INCLUSIVE LOT PRICE (Cdn \$)			
		Column 1	Column 2
Line Item.	ITEM DESCRIPTION	Licensed Software	Annual Maintenance & Support
1	Per User during Initial Contract Period	\$	\$
2	Per User during First Option Period	\$	\$
3	Per User during Second Option Period	\$	\$
4	Per User during Third Option Period	\$	\$
5	Per User during Fourth Option Period	\$	\$
6	Per User during Fifth Option Period	\$	\$
7	Per User during Sixth Option Period	\$	\$
8	Per User during Seven Option Period	\$	\$

Note 1: In order to provide for a common termination date with the Maintenance and Support of the Licensed Software to Users requested part way through a Software Support Period, Canada will pay an amount based on the applicable Maintenance and Support Annual Price divided by 365 and multiplied by the number of days remaining to the common Software Support Period termination date. For the Maintenance and Support for subsequent years, Canada will apply the full Maintenance and Support Price stated in the next line item.

Note 2: Bidders who bundle the prices of the License Software with the prices of the Maintenance and Support Services and provide pricing at \$0.00 for Maintenance and Support Services will be declared non-responsive.

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TABLE 2 Entity - Correctional Services Canada (Price includes Warranty and Software Documentation) DURING INITIAL CONTRACT PERIOD AND OPTION PERIODS		
Line Item	ITEM DESCRIPTION	CEILING ALL INCLUSIVE LOT PRICE (Cdn \$)
1	Entity License for the Initial Client if acquired during Initial Contract or Option Periods	\$
2	Maintenance and Support Services during Initial Contract Period	\$
3	Maintenance and Support Services during First Option Period	\$
4	Maintenance and Support Services during Second Option Period	\$
5	Maintenance and Support Services during Third Option Period	\$
6	Maintenance and Support Services during Fourth Option Period	\$
7	Maintenance and Support Services during Fifth Option Period	\$
8	Maintenance and Support Services during Sixth Option Period	\$
9	Maintenance and Support Services during Seven Option Period	\$

Note 3: It is agreed and understood by both Parties that the prices paid in relation of the Licensed Software for initial Client Users and subsequent increases in the number of Users for the initial Client acquired at the prices stated under Table 1 must be deducted from the price shown in Table 2, Line Item # 1 for Correctional Services Canada. If the Entity License for the initial Client is acquired at Contract Award, the price to be paid by Canada for Entity License for the initial Client is the price provided herein in this Table 2, Line Item #1.

Note 4: In order to provide for a common termination date for the Maintenance and Support of the Entity License if the Entity License has been acquired part way through a Software Support Period and Canada is deploying users to that extend, the maximum Canada will pay is an amount based on the applicable Maintenance and Support Services Annual Price divided by 365 and multiplied by the number of days remaining to the common Software Support Period termination date. For the Maintenance and Support for subsequent years, Canada will apply the full Maintenance and Support Price included in the next line item.

Note 5: Bidders who bundle the prices of the License Software with the prices of the Maintenance and Support Services and provide pricing at \$0.00 for Maintenance and Support Services will be declared non-responsive.

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TABLE 3 Entity - Department of National Defence and Canadian Forces (Price includes Warranty and Software Documentation) DURING INITIAL CONTRACT PERIOD AND OPTION PERIODS		
Line Item	ITEM DESCRIPTION	CEILING ALL INCLUSIVE LOT PRICE (Cdn \$)
1	Entity License for the Department of National Defence and Canadian Forces if acquired during Initial Contract or Option Periods	\$
2	Maintenance and Support Services during Initial Contract Period	\$
3	Maintenance and Support Services during First Option Period	\$
4	Maintenance and Support Services during Second Option Period	\$
5	Maintenance and Support Services during Third Option Period	\$
6	Maintenance and Support Services during Fourth Option Period	\$
7	Maintenance and Support Services during Fifth Option Period	\$
8	Maintenance and Support Services during Sixth Option Period	\$
9	Maintenance and Support Services during Seven Option Period	\$

Note 6: The prices for the Entity License for the Department of National Defence and Canadian Forces (Line Item # 1) is a firm all inclusive lot price covering all Users in the Department of National Defence and Canadian Forces. For information purpose, there are approximately 100,000 members of the Canadian Forces who are entitled to receive health services. There are up to 150 Users that will use the Licensed Software.

Note 7: It is agreed and understood by both Parties that the prices paid in relation of the Licensed Software for Users for the Department of Defence National and Canadian Forces and subsequent increases in the number of Users for the Department of National Defence and Canadian Forces acquired at the prices stated under Table 1 must be deducted from the price shown in Table 3 - Entity License (line item # 1) for the Department of National Defence and Canadian Forces. If the Entity License for the Department of National Defence and Canadian Forces is acquired in one instalment, the price to be paid by Canada for that Entity License is the price provided herein in this Table 3, Line Item #1.

Note 8: In order to provide for a common termination date for the Maintenance and Support of the Entity License if the Entity License has been acquired part way through a Software Support Period and Canada is deploying users to that extend, the maximum Canada will pay is an amount based on the applicable Maintenance and Support Services Annual Price divided by 365 and multiplied by the number of days remaining to the common Software Support Period termination date. For the Maintenance and Support for subsequent years, Canada will apply the full Maintenance and Support Price included in the next line item.

Note 9: Bidders who bundle the prices of the License Software with the prices of the Maintenance and Support Services and provide pricing at \$0.00 for Maintenance and Support Services will be declared non-responsive.

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TABLE 4
EXTENDED CORPORATE HELP DESK
INCREASE IN THE ANNUAL ALL INCLUSIVE LOT PRICE
CANADIAN \$

	Column 2 12 hrs/day, 06h00 to 18h00, 5 days/week	Column 3 16 hrs/day, 06h00 to 22h00, 5 days/week	Column 4 16 hrs/day, 06h00to 22h00, 7 days/week	Column 5 24hrs/day, 7 days/week
Per User during Initial Contract Period	\$	\$	\$	\$
Per User during First Option Period	\$	\$	\$	\$
Per User during Second Option Period	\$	\$	\$	\$
Per User during Third Option Period	\$	\$	\$	\$
Per User during Fourth Option Period	\$	\$	\$	\$
Per User during Fifth Option Period	\$	\$	\$	\$
Per User during Sixth Option Period	\$	\$	\$	\$
Per User during Seven Option Period	\$	\$	\$	\$

Note 10: The prices must not include the mandatory core hours outlined in Article 7.19 which are Monday through Friday, 8 hours per day from 08h00 to 17h00, Eastern Time or Eastern Daylight Savings Time (as appropriate), excluding Canadian Statutory holidays. It is agreed and understood by both Parties that the price for these mandatory core hours are included in the prices of the Maintenance and Support Services within Tables 1, 2 and 3.

Note 11: The increase in price for each extension of the Help Desk Hours must be mutually exclusive.

Note 12: Support calls to the Contractor will be initiated from a National central office, per Client, and only for those items that can not be solved by the first three Tiers.

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**TABLE 5
PROFESSIONAL SERVICES
FIRM ALL INCLUSIVE PER DIEM RATE
CANADIAN \$**

ITEM NO.	DESCRIPTION RESOURCE CATEGORIES	FIRM ALL INCLUSIVE PER DIEM RATE During Initial Contract Period	% INCREASE APPLICABLE TO EACH OPTION PERIOD
1	Project Manager	\$	%
2	Implementation Manager	\$	%
3	Program /Software Developer	\$	%
4	Report Writer	\$	%
5	Trainer at Canada Supplied Environment: see Note 13 below	\$	%
6	Trainer at Contractor Supplied Environment: see Note 14 below	\$	%

Note 13: Trainer at Canada Supplied Environment: The Contractor must ensure that each of Canada's Users has been fully trained on all the functionality included in the Solution associated with his/her field of duties and is in accordance with the approved Training Plan. The prices must be based on Canada providing facilities within the National Capital Region and the Contractor providing course materials, workbooks, instructor, and software.

Note 14: Trainer at Contractor Supplied Environment: The Contractor must ensure that each of Canada's Users has been fully trained on all the functionality included in the Solution associated with his/her duties and is in accordance with the approved Training Plan. The prices must be based on Contractor providing facilities within National Capital Region, course materials, workbooks, instructor, and software.

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ANNEX B

SECURITY REQUIREMENTS CHECK LIST

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FORM 1

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i>		
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"	

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

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FORM 2

Software Publisher Certification Form

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

SOLICITATION # _____

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:

Name of the Bidder: _____

Signature of authorized signatory of the Bidder: _____

Print Name of authorized signatory of the Bidder: _____

Title of the authorized signatory of the Bidder: _____

Telephone Number: _____

[bidders should add or remove lines as needed]

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FORM 3

Software Publisher Authorization Form

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

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

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____