

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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet Database Residential Lookup	
Solicitation No. - N° de l'invitation 45045-120011/A	Date 2012-08-03
Client Reference No. - N° de référence du client 75451-12-0001	
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-124-24703	
File No. - N° de dossier 124x1.45045-120011	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-09-12	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Laassouli, Hicham	Buyer Id - Id de l'acheteur 124x1
Telephone No. - N° de téléphone (819) 956-1209 ()	FAX No. - N° de FAX (819) 953-3703
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: STATISTICS CANADA JEAN-TALON BLDG., (JT06A2) 170 TUNNEYS PASTURE OTTAWA Ontario K1A0T6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Issuing Office - Bureau de distribution

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

Delivery Required - Livraison exigée See Herein	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

BID SOLICITATION
RESIDENTIAL/BUSINESS ADDRESS
AND PHONE NUMBER LOOKUP DATABASE
FOR STATISTICS CANADA

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List of Annexes to the Resulting Contract:

Annex A Statement of Work
Annex B Basis of Payment

Forms:

- Form 1 - Bid Submission Form
- Form 2 - Software Publisher Certification Form
- Form 3 - Software Publisher Authorization Form
- Form 4 - Substantiation of Technical Compliance Form
- Form 5 - Consent to a Criminal Record Verification

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**BID SOLICITATION FOR
RESIDENTIAL AND BUSINESS ADDRESS
AND PHONE NUMBER LOOKUP DATABASE
FOR STATISTICS CANADA**

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The annexes include the Statement of Work *and* the Basis of Payment.

1.2 Summary

This bid solicitation is being issued to satisfy the requirement of Statistics Canada (the "**Client**") for Residential and Business Address and Phone number Lookup database. Statistics Canada requires an up-to-date electronic database of all available published business and residential telephone numbers in Canada in order to perform respondent tracing. This database is used as the first source of tracing information and the primary means of research when a respondent (an individual selected for a Statistics Canada survey) cannot be contacted. This database must be current and routinely updated with new information about telephone number changes in order to minimize the amount of work needed to trace respondents by other, more costly, means.

It is intended to result in the award of a contract for one year, plus *the* irrevocable option to extend the term of the contract for four additional periods of one-year each.

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The requirement is subject to the provisions of 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.

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2012-07-11) 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.

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

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

2.4 Applicable Laws

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 they wish to apply to any resulting contract in their Bid Submission Form.

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (2 hard copies *and 2 soft copies on CD or USB*)
- (ii) Section II: Financial Bid (2 hard copies)
- (iii) Section III: 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 only. No prices must be indicated in any other section of the bid.

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

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

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

3.2 Section I: Technical Bid

(a) In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

(b) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required

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for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- (ii) **Substantiation of Technical Compliance Form:** The technical bid must substantiate the compliance of the Bidder with the specific articles of Annex A (Statement of Work) The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified.

3.3 Section II: Financial Bid

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

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Technical Evaluation - Mandatory Technical Criteria

- (a) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (b) The mandatory requirements are described in Annex A - Statement of Work.

4.3 Financial Evaluation

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

(b) **Formulae in Pricing Tables**

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

4.4 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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- (b) If more than one bidder is ranked first because of identical overall scores, then the bidder with the highest overall residential and business listings (as per SW5.2.2 and SW5.2.3 from Annex A) will become the top-ranked bidder.

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PART 5 - CERTIFICATIONS

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

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

5.1 Certifications Precedent to Contract Award

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

5.2 Federal Contractors Program - Certification

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture.

- (a) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

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Further information on the FCP is available on the HRSDC Web site:
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>.

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

5.3 Former Public Servant Certification

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

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

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

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

This document is UNCLASSIFIED, however;

- (a) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;
- (b) Canada Contractor personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

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.
 - (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

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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.
- (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 Work, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) granting the license to use the Licensed Software;
 - (ii) providing updated data for the Licensed Software during the Software Support Period in accordance with Annex A - Statement of Work;
- (b) **Client:** Under the Contract, the "**Client**" is Statistics Canada..
- (c) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.

7.2 Standard Clauses and Conditions

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

- (a) **General Conditions:**
- (i) 2030 (2012-03-02), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.
- (b) **Supplemental General Conditions:**
- The following Supplemental General Conditions:
- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software.

7.3 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends one year later; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

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- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.4 Delivery Date

All the deliverables must be received, on a monthly basis, in accordance with the terms of the Contract.

7.5 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name:

Title: (to be provided at contract award)

Public Works and Government Services Canada

Acquisitions Branch

Directorate: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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.

(c) Contractor's Representative

Name: _____

Title: _____

Telephone: _____

Facsimile: _____

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E-mail address: _____

7.6 Payment

(a) Basis of Payment

- (i) **Licensed Software:** For the license(s) to use the Licensed Software (including delivery, of the Licensed Software and the Software Documentation), in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, GST/HST extra. The firm prices include the warranty during the Software Warranty Period.
- (ii) **Data Update:** For the data update throughout the initial Software Support Period, in accordance with the Contract, Canada will pay the Contractor, in advance, the firm price(s) set out in Annex B, FOB destination, including all customs duties, GST/HST extra.
- (iii) **Optional Data Update:** If Canada exercises its option to extend the Contract, Canada will pay the Contractor in advance the firm annual price set out in Annex B, FOB destination, including all customs duties, GST/HST extra.
- (iv) **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.
- (v) **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 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 within 30 days following acceptance or within 30 days of receiving a complete invoice (and any required substantiating documentation), whichever is later. If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

(d) Method of Payment - Advance Payment

- (i) Canada will pay the Contractor in advance for the data updates if:
 - (A) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (B) All such documents have been verified by Canada.

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- (ii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

7.7 Invoicing Instructions

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

7.8 Certifications

- (a) Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.
- (b) The contractor must provide upon request all documents proving that data is being updated from each of the sources listed in SW.5.4 of the statement of work. Canada has the right, under the default provision of the Contract, to terminate the Contract for default if contractor is not able to provide the requested documents.

7.9 Applicable Laws

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

7.10 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 4003(2010-08-16) - Supplemental General Conditions – Licensed Software;
- (c) general conditions 2030 (2012-03-02);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;

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(f) 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.

7.11 Foreign Nationals (Canadian Contractor)

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

7.12 Insurance Requirements

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

7.13 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.

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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.

7.14 Licensed Software

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

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ [this information will be completed at contract award using information in the Contractor's bid]
Term	Perpetual
Type of License being Granted	Entity License", as contemplated by 4003
Entity Licensed	The Entity Licensed is the Client.
Media on which Licensed Software must be Delivered	CD and online download
Source Code Escrow Required	Not Required
Hours for Providing Support Services	The Contractor's personnel must be available from 8h00 a.m. until 8h00 p.m., local time at the site where the Licensed Programs are installed, Monday through Friday, exclusive of statutory holidays observed by Canada at the site where the service is required.
Contact Information for Accessing the Contractor's Support Services	The Contractor will 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 48 hours 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.]
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

7.15 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.

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- (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 measure, the Contractor must immediately replace it at its own expense.

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ANNEX A

STATEMENT OF WORK

SW.1.0 TITLE

Residential and Business Address and Phone Number Lookup Database

SW.2.0 OBJECTIVES

The objective is to acquire an up-to-date electronic database of all available published business and residential telephone numbers in Canada, and receive updates on a monthly basis.

SW.3.0 BACKGROUND

Statistics Canada requires an up-to-date electronic database of all available published business and residential telephone numbers in Canada in order to perform respondent tracing. This database is used as the first source of tracing information and the primary means of research when a respondent (an individual selected for a Statistics Canada survey) cannot be contacted. This database must be current and routinely updated with new information about telephone number changes in order to minimize the amount of work needed to trace respondents by other, more costly means.

SW.4.0 TERMINOLOGY

- **Contractor Database** - refers to the entire dataset provided by the Contractor as specified by this requirements document.
- **Statistics Canada Database** – refers to any dataset owned by Statistics Canada against which the Contractor's database is being compared.
- **Single-record lookup** – the retrieval of information from the Contractor's database using a search mechanism (whether manual or through an automated interface) which typically returns a single record (individual or business) from the Contractor's database to a user.
- **Batch mode lookup** – the automated matching of multiple records between a Statistics Canada database and the Contractor's Database through a process, which does not require direct manual intervention.
- **Verification** – refers to a single-record or batch-mode lookup of information, which does not modify or update a Statistics Canada database with contractor's database information.
- **Append** – refers to the updating of an existing record in a Statistics Canada database with information from a record in the Contractor's database. For example, an individual's phone number, which is missing from the Statistics Canada database, is found in the Contractor's database and added to the Statistics Canada database.
- **Prospecting** – refers to the adding of complete records from the Contractor's database to a Statistics Canada database. For example, adding new individuals or new businesses from the Contractor's database to a Statistics Canada database.

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SW.5.0 REQUIREMENTS

	Mandatory Requirements
MR 1	Database must contain all of the data fields specified in SW5.1, in the format indicated. (SW5.1)
MR 2	Database must identify each published telephone number as belonging to either a business or a residence (i.e. no missing values in the Type field) (SW5.1)
MR 3	Database must include published telephone listings from all telephone companies listed in Table SW5.2.1 of SW5.2.
MR 4	Database must contain the minimum number of published telephone listings and unique telephone numbers, for each of the provinces and territories, as indicated in Table SW5.2.2 (residential) and Table SW5.2.3 (business) of SW5.2.
MR 5	Database must be updated on a monthly basis. Contractor must certify that he receives updates from each of the sources listed in (SW5.2.1) at least once a month.
MR 6	Contractor must certify that the monthly database provided to Canada contains all updates the bidder has received from each of the sources listed in SW5.2.1 as of the date the monthly database is produced. (SW5.3)
MR 7	At least 70% of the published residential listings must have an address that meets the following criterion: non-blank house number and non-blank street name and non-blank postal code. The postal code must have 6 characters. (SW5.4)
MR 8	For potential multi-unit residential addresses (i.e. where there are more than 5 residential listings for the same combination of house number + street name + full 6-character postal code), at least 70% of these listings must contain non-blank information in the house suffix or location type or location number. (SW5.4)

SW5.1 Data Fields Required and File Format

The database must include the data fields listed in the following table. The data are to be used with an existing web-based application and must be delivered via a Windows-compatible ASCII format, tab-delimited text file in exactly the following format:

Field Name	Type	Width
Area Code	Char	3
Exchange	Char	3
Number	Char	4
Prefix (Mr., Mrs., etc.)	Char	15
First Name	Char	30
Last Name / Company Name	Char	60
Suffix (Sr., Jr., etc.)	Char	5
House Number	Char	6
House Suffix (A, B, 1/2...)	Char	3
Street	Char	30
Location Type (Apt, Unit, etc.)	Char	14
Location Number (Apt/Unit number)	Char	6
City	Char	20
Province	Char	2
Postal Code	Char	6

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Language	Char	1
Type (B/R - Business or Residential)	Char	1

SW5.2 Coverage

The database must cover at least 90% of all business and residential telephone number listings currently published in Canada. The database must cover at least 90% of all listed business and residential telephone numbers for each province. In order to meet this requirement, the data file must include records from each of the major telephone companies indicated in the table SW5.2.1 below.

Telephone Company	Geographic Area
Aliant Inc.	NB, NS, PEI, NL
Telebec Ltée.	Portion of '418', '450', &'819' area codes in Québec
Telus Québec	Eastern Québec
Groupe Videotron	Québec
Bell Canada	Ontario & Québec, excluding: Telus Québec/Telebec Ltée
Mountain Cablevision	Ontario – Hamilton area
Rogers Home Phone	ON, QC, Maritimes
Northern Tel	Portion of "705" area code in Ontario
Manitoba Telecom	Manitoba
SaskTel	Saskatchewan
Telus	British Columbia and Alberta

For published residential telephone listings, the database must contain the minimum number of listings and unique telephone numbers, by province and territory, as indicated in the table SW5.2.2 below.

Province/Territory	Minimum # listings	Minimum # unique telephone numbers
Newfoundland and Labrador	185,000	170,000
Prince Edward Island	55,000	45,000
Nova Scotia	340,000	300,000
New Brunswick	310,000	275,000
Québec	2,820,000	2,800,000
Ontario	3,600,000	3,400,000
Manitoba	325,000	290,000
Saskatchewan	335,000	300,000
Alberta	1,000,000	940,000
British Columbia	1,300,000	1,150,000
Yukon	10,000	8,000
Northwest Territories	6,000	5,000
Nunavut	6,000	5,000

For published business telephone listings, the database must contain the minimum number of listings and unique telephone numbers, by province and territory, as indicated in the table SW5.2.3 below.

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TABLE SW5.2.3		
Province/Territory	Minimum # listings	Minimum # unique telephone numbers
Newfoundland and Labrador	23,000	17,000
Prince Edward Island	7,000	5,000
Nova Scotia	43,000	32,000
New Brunswick	40,000	27,000
Québec	300,000	280,000
Ontario	520,000	500,000
Manitoba	48,000	47,000
Saskatchewan	24,000	23,000
Alberta	220,000	190,000
British Columbia	270,000	230,000
Yukon	3,000	2,000
Northwest Territories	3,000	2,500
Nunavut	1,500	1,000

SW5.3 Data currency

Contractor must certify that the monthly database provided to Canada contains all updates the bidder has received from each of the sources listed in SW5.2.1 as of the date the monthly database is produced. That is, phone number changes in telephone company jurisdictions across the coverage areas.

SW5.4 Data quality

The database must meet the following data quality criteria:

- (1) At least 70% of the published residential listings within the database must have an "acceptable address". An "acceptable address" is defined as having the following: a non-blank house number & a non-blank street name & a non-blank postal code with the full 6 characters;
- (2) For the published residential listings which have an "acceptable address", and which are identified as a "potential multi-unit residential address", at least 70% of these must have a "single unit identifier". A "potential multi-unit residential address" is one where there are more than 5 residential listings for the same combination of house number + street name + full 6-character postal code. A "single unit identifier" means that there is non-blank information in the house suffix or location type or location number.

SW5.5 Data uses

STC must be licensed to use the data for the following purposes:

- Unlimited single record lookup (view only) in individual lookup and batch lookup modes
- Unlimited verification, appending and prospecting in individual and batch lookup modes.

SW.5.6 Method and Source of Acceptance

Once received, Statistics Canada will load the data file and verify that the data loaded correctly. A validation will be performed to ensure that there are no data errors or inconsistencies and that the number of records is consistent with what was expected (as described in SW5.1). If any discrepancies are found, Statistics Canada will notify the Contractor within 3 days of receiving the updated data for the month, and

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describe the type(s) of errors. When requested by Statistics Canada, the Contractor will correct all errors and supply an update within 2 days of date of notification.

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ANNEX B

BASIS OF PAYMENT

Table 1		
Entity License to an up-to-date electronic database of all available published business and residential telephone numbers in Canada including monthly updates as well as support services (as described in Annex A)		
Column A item no.	Column B Description	Column C Firm all inclusive Lot Price (Canadian \$)
1	From award of Contract to one year later	\$
2	Option Period - Year 1	\$
3	Option Period - Year 2	\$
4	Option Period - Year 3	\$
5	Option Period - Year 4	\$

Table 2		
Total Assessed Price for Price calculation		
Column A item no.	Column B Description	Column C extended price
1	Initial Requirement (Table 1, line 1)	\$
2	Optional Option Periods (Table 1, lines 2 to 5)	\$
Extended Price for Evaluation Purposes		Sum of item 1 and item 2

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BIDDER FORMS

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".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p> <hr/> <p>Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p>
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)

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<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)

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

[bidders should add or remove lines as needed]

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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 _____

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Form 4- Substantiation of Technical Compliance Form

Mandatory Requirements - Statement of Work

Mandatory ID	Bidder Stated Compliance Mandatory Met (Yes/No)	Bidder Substantiation Required (Yes/No)	Bidder Substantiation: Statements from the Bidder explaining how the criterion is met and relevant narrative and documentation to support these statements
MR1: Database must contain all of the data fields specified in SW5.1, in the format indicated. (SW5.1)		Yes	
MR2: Database must identify each published telephone number as belonging to either a business or a residence (i.e. no missing values in the Type field) (SW5.1)		Yes	
MR3: Database must include published telephone listings from all telephone companies listed in Table SW5.2.1 of SW5.2.		Yes	
MR4: Database must contain the minimum number of published telephone listings and unique telephone numbers, for each of the provinces and territories, as indicated in Table SW5.2.2 (residential) and Table SW5.2.3 (business) of SW5.2.		Yes	
MR5: The bidder must provide a certification from each of the sources listed in SW.5.2.1. The certification must state that there is an agreement in place between the bidder and the source, must also state the frequency of updates per month including which day of the month that these update will take place.		Yes	
MR6: Bidder must certify that the monthly database provided to Canada contains all updates the bidder has received from each of the sources listed in SW5.2.1 as of the date the monthly database is produced.		Yes	
MR7: At least 70% of the published residential listings must have an address that meets the following criterion: non-blank house number and		Yes	

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non-blank street name and non-blank postal code . The postal code must have 6 characters. (SW5.4)			
MR8: For potential multi-unit residential addresses (i.e. where there are more than 5 residential listings for the same combination of house number + street name + full 6-character postal code), at least 70% of these listings must contain non-blank information in the house suffix or location type or location number. (SW5.4)		Yes	
MR9: Bidder must provide a complete list of names of all individuals who are currently directors of the Bidder			
MR10: Bidder must provide a properly completed and signed Consent Form (Form 5), for each individual named in the aforementioned list (MR9).			

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Form 5 - Consent to a criminal record verification

(can be downloaded at: <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>)

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Public Works and Government
Services
CanadaTravaux publics et Services
gouvernementaux
CanadaProtected (when completed and received by government)
Protégé (lorsque rempli et reçu par le gouvernement)If completed manually, please print
Si rempli manuellement, veuillez écrire en lettres mouléesFOR GOVERNMENT USE ONLY
POUR USAGE DU GOUVERNEMENT SEULEMENTSpecial Investigations Directorate File No.
N° de dossier de la Direction des enquêtes spécialesDate Received (Y-A M D-J)
Date de réceptionCONSENT TO A CRIMINAL RECORD VERIFICATION
CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE

This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.
Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/ de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

A

PRIVACY ACT STATEMENT
ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS

The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal conviction certifications necessary for obtaining or maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir ou conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

B

BIOGRAPHICAL INFORMATION - Must be completed by the individual
RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu

Family Name (Last Name) - Nom (de famille)		Family Name at Birth - Nom de famille à la naissance	
Full Given Names (No initials) - Prénoms au complet (aucune initiale)			
All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames) Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)			
Gender - Sexe Male Masculin		Date of Birth - Date de naissance (Y-A M D-J) Female Féminin	

Current Residential Information
Information résidentielle actuelle

Apartment No. - N° d'appartement		Street No. - N° civique		Street Name - Nom de la rue	
City - Ville		Province		Postal Code - Code postal	

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C	CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu
----------	---

I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	
Print Name - Nom en lettres moulées	Date (Y-A M D-J)

D	ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement
----------	---

Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante

Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat	Date of Request (Y-A M D-J) Date de la demande
---	---

Requesting Contact Person - Personne-ressource requérante	Contact Person Tel. No. - N° de tél. de la personne-ressource
---	---