

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 Case Management Software Solution	
Solicitation No. - N° de l'invitation EN578-130092/B	Date 2013-03-20
Client Reference No. - N° de référence du client 20130092	
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-123-25647	
File No. - N° de dossier 123x1.EN578-130092	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-30	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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 123x1
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: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST Gatineau Quebec K1A0S5 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
CASE MANAGEMENT SOFTWARE SOLUTION
FOR
CANADA

THIS BID SOLICITATION CONTAINS A SECURITY REQUIREMENT

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- Form 1: Bid Submission Form
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- Form 5: Software Publisher Authorization Form
- Form 6: Consent to a Criminal Record Verification Form
- Form 7: Task Authorization Form

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation 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;
- 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 including the following annexes and forms:

1.2 Summary

This bid solicitation is being issued to satisfy the Canada's requirement for a commercially available Case Management Software Solution. Canada has a variety of programs and services that require the use of case management systems in support of the delivery of their business. The Case Management Software Solution may be implemented in various locations and may be hosted within a private cloud, which areas may include but not limited to Contracts and Grants Management (outreach, application, eligibility, administration, management, audit and evaluation, monitoring and reporting); Courts/Judicial Management (registration, intake/identification, knowledge base, scheduling, appeals management, issues management, monitoring, and case tracking); Compliance Management (registration, intake/identification, monitoring, occurrence management, inspections, licensing, certification and reporting); Entitlement Case Management (intake, eligibility, case workflow, entitlement calculation, contract management, monitoring and payment); Client Service (communication, service initiation, contact centre, knowledge base, sales, channel management, inquiries, case tracking); Investigations (communications, correspondence, scheduling, monitoring and reporting) and any other context that Canada sees fit.

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 at the prices stated in Annex A - Pricing Tables. The resulting contract will provide for an irrevocable option to extend the terms of the Contract to maintain and support the proposed Licensed Software within Canada's technical environments. 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**").

The deliverables will include an initial amount of User Licenses and options to acquire additional User Licenses and to include additional Clients up to a Canada-wide Entity License, a one-year Warranty, Maintenance and Support Services and Software Documentation.

Training and professional services will be required to install the Case Management Software Solution, as described in 7.24 - Professional Services, within Canada's designated technical environments. Professional services to be requested under task authorizations will be limited to installing the Licensed Software into two or more distinct environments (in accordance with approved Installation Plan by Canada) for the purpose of creating a functioning development environment. Canada will be required to use other procurement vehicles to acquire services to configure, tailor and deploy the Licensed Software to meet the needs of each Business Unit. By submitting a bid, Bidders agree that if their bid is successful and a contract is issued for the purchase of their Licensed Software, Canada has the right to acquire through a competitive process any or all additional professional services to integrate and to configure the Licensed Software into Canada's technical environment on the Government Electronic Tendering System or, alternatively, using any pre-established professional services instruments to satisfy Canada's integration and customization requirements. All parts of the Software must be available to the Client Users 24 hours per day, 7 days per week, 365 days per year, in English and in French, and operate at all times in accordance with the Statement of Requirements in Canada's technical environment described in the bid solicitation.

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 PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) Website.

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

The text under 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.

2.4 Applicable Laws

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

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Note to Bidders: A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory the laws in which they wish to apply to any resulting contract in their Bid Submission Form.

2.5 Volumetric Data

The data included in the bid solicitation have been provided to Bidders in order to compare bids during the bid financial evaluation or to assist in the preparation of their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the Software will be consistent with this data. It is provided purely for information purposes

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) **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

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

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

(d) **Submission of Only One Bid from a Bidding Group:**

- (i) The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.
- (ii) For the purposes of this article, "bidding group" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "related" for the purposes of this bid solicitation if:
 - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

- (B) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
- (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or,
- (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

3.2 Section I: Technical Bid

- (a) In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how the proposed Licensed Software will meet the requirements. Bidders must demonstrate the proposed software capability in a thorough, concise and clear manner to meet the requirements, 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", "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.

- (b) The technical bid consists of providing the following:
- (i) **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.
 - (ii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder's Case Management Software Solution with Annex C - Statement of Requirements.
 - (iii) **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) A corporate overview including, the Bidder and its sub-contractor(s)' corporate structure, years in business, business activities, major customers, number of employees and their geographic presence.
 - (ii) Corporate history in relation to case management software products and any related technologies in general and specifically the Bidder's relationship and experience with the proposed Case Management Software Solution.
 - (iii) An overview of Bidder's knowledge and experience in the delivery of case management solutions, and specifically as it fulfills to the purpose and objectives of this bid solicitation.
- (b) **Reference Projects:**
- (i) **Description of Customer Reference Project(s) for the proposed Software Product(s):** The Bid must include a description of one project where the proposed case management software products have been deployed to a minimum of 100 active users and include at least 3 of the following key functions: a) customer and stakeholder management; b) case management; c) event management; d) document management; e) dashboards & analytics; f) reporting; and g) resource management. 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. The Bidder should include up to three relevant reference projects. Canada will rate these reference projects in accordance with Form 2 - Reference Project (Product(s)) Evaluation Criteria.
 - (ii) **Description of Customer Reference Project(s) for Services:** The Bid must include a description of one customer project where the Bidder must have provided professional services for the installation and deployment of case management software products and have delivered training to system administrators. The Bidder should also provide a description of the end-user support model in place at the customer reference project including the performance standards to be met. The services must have been provided within the last two years. The Bidder should provide up to three reference projects. Canada will rate these reference projects as accordance with Form 3 - Reference Project (Services) Evaluation Criteria.
 - (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 timeframe within which to submit 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 from a pool of individuals from resources categories identified by the Bidder in the proposed Installation Plan that could deliver the Work in accordance with the approved Installation Plan. The named individuals or equivalent qualified resources must be available during the Contract Period. The résumés must demonstrate that the Bidder has a pool of qualified individuals that have the qualification and the demonstrated experience to deliver the Work described in Part 7, Article 7.24 - Professional Services. With respect to resources, at a minimum, the bidder must provide a minimum of five resumes from each of the following resource categories:

- (i) Case Management Developer/Configuration Specialist;
- (ii) Software Installation Specialist; and,
- (iii) Case Management Software Trainer.

With respect to résumés and resources: 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.

(d) Proposed Support Plan: The Bidder should include a description of how support for the Licensed Software will be met during the Contract Period, most specifically the mandatory deliverables 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. In addition, the Bidder should describe the type of Onsite and/or Installation Support available to Canada that would be provided on an and when requested basis under the task authorization process. At a minimum, the Bidder should describe:

- (i) Problem reporting and response procedures including a graphical representation i.e. Swim lane diagram;
- (ii) Escalation procedures within the Bidder's (and its sub-contractor(s) if software publisher is not the bidder) 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) Access to Software Knowledge Base, Online Help and Incident Tracking System directly from Software Publisher(s);
- (vii) Any enhancements to the basic requirements that the Bidder is offering;
- (viii) Service level objectives and guarantees of minimum interruption of services for software upgrades, configuration changes or other normal maintenance; and,
- (ix) any other information it considers relevant.

Canada will evaluate the Support Plan against the criteria established in Appendix 1 - Management Bid Evaluation Criteria.

(e) Proposed Installation and Training Plans: The Bidder shall provide proposed Installation and Training Plans for the Work described in Part 7, Resulting Contract Clauses, Section 7.24 (Professional Services) and Section 7.21 - Training.

- (i) The Bidder will provide the Installation & Training Plans based on the following assumption:
 - (A) Up to two instances of the CMSS will be installed,

- (B) Each instance will need to support up to 10 individual and unrelated Business Units to be implemented within 12 months of contract award date,
 - (C) Each Business Unit will have between 20 and up to 500 users, and the overall user community may be up to 3000 individual users.
 - (D) Training will only be provided to up to five System Administrators per installation.
- (ii) The Bidder will provide an estimated price per instance for the installation and training work proposed in the Installation and Training Plans.

Canada will evaluate the proposed Training Plan and Installation Plan against the criteria established in Appendix 1 - Management Bid Evaluation Criteria. Bidders must be aware that the size and scope described herein are to allow Canada to evaluate proposals against the rated criteria. This is not a commitment from Canada or a description of any future installations.

(g) Software Publisher Release Plan

- (i) The Bidder should provide an overview of the Software Publisher's proposed software product release plans and schedules, and identify the policy with respect to support for older releases.
- (ii) Canada will evaluate the proposed Plan against the criteria established in Appendix 1 - Management Bid Evaluation Criteria.

(h) Professional Services Availability

- (i) The Bidder should deliver a comprehensive high-level description of the Software Publisher(s)' professional services eco-system that is currently available (bid solicitation closing date) to Canada within Canada, and more specifically within the National Capital Region (NCR), for the sourcing of knowledgeable and experienced professional resources specifically for the installation, integration, customization and deployment of proposed software products.
- (ii) Canada will evaluate the proposed Professional Services Availability against the criteria established in Appendix 1 - 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

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or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

- (d) **Existing Licenses:** If Canada has existing licenses of the proposed software (in whole or in part), these existing licenses must not be considered as part of the proposed solution, nor as part of government furnished equipment. The license(s) to be granted under the resulting contract must not be conditional of Canada to renew these licenses or to maintain the licenses through software maintenance and support contracts.

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) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - (A) verify any or all information provided by the Bidder in their bid;
 - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
 - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Bid Evaluation - Mandatory Criteria

- (a) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation - Technical and Management Bids. Any elements of the bid solicitation with the words "must" or "mandatory" is a mandatory requirement. 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 or release is not available at bid closing, it will not be considered.

4.3 Technical Bid Evaluation

(a) Mandatory Criteria

The technical and functional mandatory requirements that must be part of the Technical Bid response are described in the Annex C - Statement of Requirements, Mandatory Requirements, Section M-1 to Section M-10.

(b) Point-Rated Criteria

-
- (i) Each Technical Bid will be rated by assigning a score to the rated requirements that are subject to rating, 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.
 - (ii) The rated requirements are described in the Statement of Requirements, Rated Requirements, Section R-1 to Section R-8.
 - (iii) To be considered responsive, a bid must meet or exceed the minimum passing mark of 70%. Any Technical Bid not meeting this minimum passing mark will be deemed non-responsive.

4.4 Management Bid Evaluation

Canada will use the information included in the bid response. Canada may, at its own discretion, further validate the information provided by the Bidder.

- (a) The mandatory requirements are found in Part 3, Article 3.3, Section II - Management Bid and within Appendix 1 - 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 1 - Management Bid Evaluation Criteria
- (c) To be considered responsive, a bid must meet or exceed the pass mark of 70% (343 points out of a total of 490 points) for its Management Bid. Any Bid not meeting this minimum passing mark will be deemed non-responsive.

(d) Customer Reference Checks:

- (i) For reference checks, at its sole discretion, Canada may conduct the reference check in writing by email or by phone.
- (ii) If Canada decides to do reference checks by email, Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days.
- (iii) If Canada decides to do reference checks by phone. Canada will send an email to the Bidders if there unable to reach the reference contact.
- (iv) If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.

- (v) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (vi) Points will not be allocated and/or a bidder will not meet the requirement described in Article 3.3 (b) (ii) - Description of Customer Reference Project(s) for Services if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

(e) Consideration of Additional Software Use Terms:

- (i) Acceptance of all the terms and conditions contained in Part 7 - Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.
- (ii) However, Bidders may, as part of their bid, submit additional software use terms. Whether or not those software use terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional software use terms are acceptable to Canada is a matter solely within the discretion of Canada.
- (iii) The process is as follows:
 - (A) Bids may include additional software use terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a software publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);
 - (B) In cases where the Bidder has submitted a software publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the software use terms that the Bidder would like Canada to consider;
 - (C) Canada will review the additional software use terms to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;
 - (D) If Canada determines that any proposed software use term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;
 - (E) If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; and,
 - (F) If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.
- (iv) For greater certainty and to ensure that only additional software use terms that have been approved by both parties are incorporated into any resulting contract, unless the additional software use terms proposed by the Bidder are included as a separate annex

to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions or software use terms were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.

- (v) Whether or not Canada is going through the process described in (iii) above with the Top-Ranked Bid only, with some or all Bidders is a matter solely within the discretion of Canada.

(f) Summary of Rated Points for the Technical Bid

Table A: Rated Criteria Scoring Summary				
	Rated Criteria	Group Description	Summary of weighting by sub-sections	Minimum Required Score (70%)
Technical Bid *** Software Product	R-1.1 to R-1.28	General Rated Requirements	12%	
	R-2.1 to R-2.7	Customer and Stakeholder Management Rated Requirements	15%	
	R-3.1 to R-3.16	Case Management Rated Requirements	20%	
	R-4.1 to R-4.9	Event Management Rated Requirements	15%	
	R-5.1 to R-5.12	Document Management Rated Requirements	10%	
	R-6.1 to R-6.8	Dashboard and Business Analytics Rated Requirements	15%	
	R-7.1 to R-7.6	Workload and Resource Management Rated Requirements	8%	
	R-8.1 to R-8.6	Mobile Access and Applications, and Collaborative Technologies Rated Requirements	5%	
	(Total) 3642 Points	Total - Technical Bid	100%	(70%) 2549 Points

(g) Summary of Rated Points for the Management Bid

Table B Summary of Rated Requirements for the Management Bid				
	Rated Criteria	Group Description	Maximum Points	Minimum Required

Management Bid			Score (70%)
	2	Corporate Profile	
Evaluation Criteria	4 to 6	Reference Project for Products	60
	8 to 10	Reference Project for Services	60
	12	Professional Services Availability	200
	13	Software Publisher's Release Plan	30
	15 to 20	Proposed Support Plan	60
	21 to 27	Proposed Installation and Training Plans	60
	Management Bid Evaluation Points:		(100%) 490

4.5 Financial Evaluation

- (a) The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.
- (b) The Total Bid Price will be calculated by the Contracting Authority by calculating the Total Bid Price as per following table titled "Total Bid Price" using the Pricing Tables in Annex A as completed by the bidders. The Bidders must be aware that the numbers included in the Table below are for the purpose of evaluating Bidders' financial bid. These numbers do not represent a commitment from Canada nor represent Canada's usage during the Contract Period.

TOTAL BID PRICE (to be completed by the Contracting Authority during evaluation process using Bidder' Financial Bid)				
	Items	As per Bidder's financial proposal	Weight	Total
1	Highest Price for License Software (found within Table 1, Column 1, Line Items 1 to 8) per User multiplied by 20,000.	\$		
2	Total price for the Maintenance and Support Services (Table 1, Column 2, Line Items 1 to 8)	\$		

	Items	As per Bidder's financial proposal	Weight	Total
	during Initial Contract Period and Option Periods per User multiplied by 20,000.			
3	Subtotal 1 (line 1 + Line 2):	\$	65%	
4	Price for the Entity License for 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 Canada (Table 2, Line Items 2 to 9)	\$		
6	Subtotal 2 (line 4 + line 5):		15%	\$
7	Total price for the Extended Corporate Help Desk (Table 3) during Initial Contract Period and Option Periods using one installation with 1000 Users for each time-period stated in Columns #1, #2, #3 and #4.	\$		
8	Subtotal 3 (line 7):	\$	5%	\$
9	Total price for the level of effort (number of working days) for all identified resources within the Bidder's proposed Installation Plan for all the Work required to be delivered as part of Part 7, including the per diem rate of On-site Support Specialist for 100 days of level of effort.			
10	Subtotal 4 (line 9):	\$	15%	\$
11				
12	(Subtotals 1 + 2 + 3 + 4) =		100%	

4.6 Ranking of Responsive Bids

- (a) The responsive bids will be the proposals which:
- (i) complies with the requirements of the bid solicitation;
 - (ii) meets all mandatory evaluation criteria;
 - (iii) obtains the required minimum of 70 percent or higher of the points for the Technical Bid evaluation criteria; and,

- (iv) obtains the required minimum of 70 percent or higher of the points for the Management Bid which are subject to point rating.
- (b) The Contracting Authority will calculate the Combined Rating of Technical (40%), Management (20%) and Price (40%) using the results achieved in the Technical and Management Bids and the result of the Total Bid Price of each bid based on the following formula:
- (i) The maximum possible score that can be obtained in the Evaluation of Technical Bid Requirement is 100% or 3642 points. The score achieved by Bidders' bid will be normalized as follows:

Formula:

$$\frac{\text{Overall score (by the Bidder)}}{100\% (3642 \text{ Points})} \times 40\% = \text{Sub-total 1}$$

- (ii) The maximum possible score that can be obtained in the Evaluation of Management Bid Requirement is 100% or 490 Points. The score achieved by Bidders' bid will be normalized as follows:

Formula:

$$\frac{\text{Overall score (by the Bidder)}}{100\% (490 \text{ Points})} \times 20\% = \text{Sub-total 2}$$

- (iii) The scoring of the Financial Bid is done by giving full marks (40%) to the responsive bid who has obtained the lowest price in the Total Bid Price evaluation and all other responsive bids will be given a prorated score.

The score achieved by the Bidder's bid will be normalized as follows:

Formula:

$$\frac{\text{Lowest TBP achieved from all responsive bidders}}{\text{Bidder's TBP}} \times 40\% = \text{Sub-total 3}$$

- (iv) The Bidder's final scoring is achieved by adding the following:
- $$(\text{Sub-total 1}) + (\text{Sub-total 2}) + (\text{Sub-total 3}) = \text{Combined Rating of Technical, Management and Price}$$
- (d) The bid which has Highest Combined Rating of Technical (40%), Management (20%) and Price (40%) will be ranked the Highest Responsive Bid.

4.7 Usability Testing

- (a) Canada will select the three Responsive Bids that have received the highest scores (Combined Rating of Technical, Management and Price) for the Usability Testing. Canada will not invite a Bidder if it is demonstrated mathematically (by giving the maximum possible score for the Usability Testing to calculate the probability in the bid ranking position using the formula described in Article 4.8) that the bid could not achieved the rank of Highest Responsive Bid. These Responsive Bids will be evaluated by selected Users within Canada as described in Appendix 2 - Usability Testing.

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- (b) The Bidder will have 10 working days (or a longer period if specified in writing by the Contracting Authority) after being notified by the Contracting Authority to provide access to Canada to the proposed Case Management Software Solution through internet connection to allow Canada's Users to perform the Usability Testing. Failure to meet this deadline will result in the bid being declared non-responsive. If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- (c) Upon notification by the Contracting Authority, the selected Bidder(s) may prepare and provide to Canada the following materials to be used by Canada during the Usability Testing:
- (i) a desk guide containing a maximum of five pages (8.5" x 11", single sided).
 - (ii) A 20-minute automated demo (e.g. Flash) to help the Testers familiarize themselves with the main features of the proposed CMSS prior to performing the Usability Testing.
 - (iii) access to the help files of the proposed CMSS.
- (d) Canada will provide, at the time of the notification by the Contracting Authority, the following information to Bidder(s) to allow them to configure their proposed CMSS for Usability Testing:
- (i) Instruction and guidelines necessary to configure the proposed CMSS for the 8 testing scenarios including data, workflow and template information.
 - (ii) Content data to populate the system for testing, including data to populate contacts, cases, events and documents.
- (e) Canada Testers will be given 2 hours and thirty minutes to execute 8 scenarios on the following topics:
- (i) Scenario 1: Manage Contacts Within a Hierarchy
 - (ii) Scenario 2: Manage Correspondence
 - (iii) Scenario 3: Schedule an Event
 - (iv) Scenario 4: Create a Workflow
 - (v) Scenario 5: Manage a Case
 - (vi) Scenario 6: Manage Workload
 - (vii) Scenario 7: Create a Personal Dashboard
 - (viii) Scenario 8: Manage Documents
- (f) Each Tester will be provided with a desktop computer including:
- (i) A screen size of at least 19 inches;
 - (ii) A screen resolution of 1024 x 768;
 - (iii) High-speed access to the internet;
 - (iv) Internet Explorer version 8.
- (g) At the conclusion of the Usability Testing, Canada Testers will also complete a short heuristic evaluation questionnaire regarding their user experience with the product.
- (h) The Usability Testing will be conducted during normal business hours, and the time and place will be determined by the Contracting Authority. Despite the written bid, if Canada determines during the Usability Testing that the Bidder's proposed Licensed Software does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of a Usability Testing, reduce the score of the Bidder on any rated requirement, if the Usability Testing indicates that the score provided to the Bidder on the basis of its written bid is not validated. The Bidder's score will not be increased as a result of the Usability Testing. 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; however, Canada is not required

to delay the Usability Testing if an individual is unavailable. If Canada encountered some delays that are clearly because of problems that are beyond the Bidder's control, the Contracting Authority reserves the right to extend timeline within the Usability Testing to recuperate the time period used to fix the problems, either during the same day or the next working day.

- (i) If there is only one responsive bid or if there is only one bid invited to the Usability Testing, whether or not to conduct the Usability Testing is discretionary.

4.8 Second Ranking of Bids

- (a) The Contracting Authority will re-rank only the bids that went through the Usability Testing based on the formula below to determine the Top Ranked Responsive Bid (Highest Responsive Combined Rating of Technical, Management and Price including Usability Testing).
- (b) The following calculation shall be used:

- (i) The maximum possible score that can be obtained in the Usability Testing is 100% or 368 Points. The score achieved by the Bidder's bid will be normalized to 20% (20 Points) as follows:

Formula:

$$\frac{\text{Overall score (by the Bidder)}}{100\% (368 \text{ Points})} \times 20\% = \text{Sub-total 1}$$

- (ii) The score achieved by the Bidder's bid for the **combined rating of Technical, Management and Price** (as per paragraph 4.6) will be normalized as follows:

Formula:

$$\frac{\text{Overall Score (by the Bidder)}}{100\%} \times 80\% = \text{Sub-total 2}$$

- (iii) The Bidder's bid final scoring is achieved by adding the following:

$$(\text{Sub-total 1}) + (\text{Sub-total 2}) = \text{Combined Rating of Technical, Management, Usability Testing and Price}$$

- (c) The bid who has the Highest Combined Rating of Technical, Management, Usability Testing and Price will be the Top Ranked Responsive Bid.
- (d) In the event that two or more responsive bids have the same Combined Rating of Technical, Management, Usability Testing and Price, the responsive bid that obtained the highest overall score for the Usability Testing will be ranked the Top Ranked Responsive Bid.

4.9 Proof of Bid Test for Top Ranked Responsive Bid

- (a) Through the Proof of Bid (PoB) test, Canada will test the proposed Licensed Software within the Bidder's Top Ranked Responsive Bid (Highest Combined Rating of Technical, Management, Usability and Price as per section 4.8 above) to confirm both that it will function as described in the bid and that it meets the technical functionality 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; however, Canada is not required to delay the PoB test if an individual is unavailable.

The PoB test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in Annex D - Canada Technical Environment. After being notified by the Contracting Authority, the Bidder will be given 10 working days to start the installation of the proposed Licensed Software. The installation must be completed and functional within 10 working days of the Bidder starting the installation (7.5 hrs/day during normal working hours, to be determined by the Contracting Authority).

- (c) 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 20 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 recover the time period, either during the same day or the next working day(s).
- (d) Canada will document the results of the PoB Test. If Canada determines that the proposed Software does not meet any mandatory requirement of the bid solicitation or reach 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.
- (e) In connection with the PoB testing, the Bidder grants to Canada a limited license to use the Bidder's proposed Licensed Software for testing and evaluation purposes.

4.10 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 70 percent or higher of the points for the Technical Bid;
 - (iv) obtain the required minimum of 70 percent or higher of the points for the Management Bid; 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 approval 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.

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 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.
- (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 their 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/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 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 during Initial Contract Period, as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (b) If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, the Bidder may propose a substitute to the Contracting Authority, providing:
 - (i) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - (ii) the name, qualifications and experience of a proposed replacement immediately available for work;
 - (iii) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- (c) No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:
 - (i) set aside the bid and give it no further consideration; or
 - (ii) evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids. 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.

5.4 Bidder Certifies that All Software is "Off-the-Shelf"

Any software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of 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 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 software bid is off-the-shelf.

5.5 Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation (Form 4). Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed 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 5). 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. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any Software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

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

- (a) Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.
- (b) The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- (a) The following conditions must be met:
- (i) The Bidder 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) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (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 (a) 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 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 by itself 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

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information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c.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).

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirements, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) granting the licenses to use the Case Management Software Solution (hereinafter referred to as the "Licensed Software") described in the Contract for the number specified within the Contract;
 - (ii) providing the Software Documentation (English and French) and a one-year Warranty;
 - (iii) providing Maintenance and Support for the Licensed Software during the Contract Period, as and when requested by Canada;
 - (iv) providing training, as and when requested by Canada;
 - (v) providing professional services as and when requested by Canada;
 - (vi) providing the irrevocable options set out in the contract
- to the Licensed Software which may be hosted within a private cloud environment and/or in one or more locations to be designated by Canada. Services will not be performed in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Clients:** The Initial Clients are Industry Canada and Public Works and Government Services Canada. However, Canada has the right to add additional Client(s) from time to time, which may include any department or Crown corporation as described in the *Financial Administration Act* (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of Client(s). The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.
- (i) "de-list" refers to Canada's removal of a Client or of a User from the set of those who can access the Licensed Software deployed within the Canada's technical environment;
 - (ii) "deployed" refers to the provision by a Client to a User of a right of access to the Licensed Software;

- (iii) "User" as defined in Supplemental General Conditions 4003 - License to the Licensed Software;
- (iv) "Client" refers to 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).

7.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to increase the number of Users using the Licensed Software as Canada sees fit, including related Maintenance and Support under the same terms and conditions and at the prices stated in the Pricing Tables.
- (b) The Contractor grants to Canada the irrevocable option to increase the number of licenses to include Users from any of the Clients within Canada including Maintenance and Support Services under the same terms and conditions and at the prices stated in the Pricing Tables.
- (c) The Contractor grants to Canada the irrevocable option to acquire a Canada-Wide Entity License including the related Maintenance and Support under the same terms and conditions and at the prices stated in the Pricing Tables.
- (d) It is a condition of the contract that the Maintenance and Support Services associated with a license (including Canada-wide Entity License) acquired under this Contract start at the deployment date of the License Software to a User.
- (e) The Contractor grants to Canada the irrevocable options to increase the access to the Maintenance and Support Services beyond the requirements of Article 7.19 for the extended hours stated below per Business Unit (comprised of a minimum of five authorized Users per installation), under the same terms and conditions of the contract and at the prices stated in the Pricing Tables, Table 3. It is agreed and understood that the irrevocable options will be exercised per Business Unit, individually, and only for those who make the request specifically and that no Business Units who have acquired licenses under the contract are required to extend the hours as contemplated by this section.
 - (i) provide access 24 hrs/day, 7 days/week;
 - (ii) provide access 16 hrs/day (between 06h00 and 22h00, Eastern Time), 7 days/week;
 - (iii) provide access 16 hrs/day (between 06h00 and 22h00, Eastern Time), 5 days/week (Monday through Friday);
 - (iv) provide access 12 hrs/day (between 06h00 and 18h00, Eastern Time), 5 days/week (Monday through Friday).
- (f) **Option to Add Other Users for Maintenance and Support Only:** The Contractor grants to Canada the option to extend the maintenance and support services for the Licensed Software to other Government of Canada's users who are already licensed to use the Licensed Software under another contract, but who require maintenance and support services for that Licensed Software, at the price set out in the Basis of Payment. This option applies to any users within any department or Crown corporation described in the *Financial Administration Act*, as amended from time to time, or any other party for which Public Works and Government Services Canada may be authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.

- (f) These options may be exercised at any time during the Contract Period, as many times as Canada chooses, before the expiry of the Contract.
- (g) The options 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) As-and-when-requested Task Authorizations: The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence Work until an authorized TA has been received by the Contractor. The Contractor acknowledges that any Work performed before an authorized TA has been received will be done at the Contractor's own risk.

(b) Form and Content of Task Authorization:

- (i) The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form (Form 7).
- (ii) The Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- (iii) A Task Authorization must also contain the following information, if applicable:
- (A) the task number;
 - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - (C) the details of any financial coding to be used;
 - (D) the categories of resources and the number required;
 - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - (F) the start and completion dates;
 - (G) milestone dates for deliverables and payments (if applicable);
 - (H) the number of person-days of effort required;
 - (I) whether the work requires on-site activities and the location;
 - (J) the language profile of the resources required;
 - (K) the level of security clearance required of resources;
 - (L) 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
 - (M) any other constraints that might affect the completion of the task.

- (c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within 10 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and issue the TA
- (d) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- (i) The Technical Authority may authorize individual task authorizations up to a limit of \$_____ (to be provided at contract award), Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.
 - (ii) Any TA proposed to be issued in excess of that limit or any TA that will exceed the limit set under the "Limitation of Expenditure" clause set out in the Contract or any TA that the delivery date may exceed the end date of the Contract must be authorized by the Technical Authority and Contracting Authority before issuance.
 - (iii) The Contracting Authority may suspend the ability of the Technical Authority to authorize TAs by sending a notice to the Contractor which is effective upon receipt, in which case all TAs must be authorized by both the Technical Authority and Contracting Authority, regardless of value.
 - (iv) The Contractor must not commence Work until a TA authorized in accordance with all the provisions of this Article has been received by the Contractor. The Contractor acknowledges that any Work performed before a TA has been validly issued will be done at the Contractor's own risk.
- (e) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.

7.4 Standard Clauses and Conditions

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

(a) **General Conditions:**

2030 (2012-11-19), 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; and,
apply to and form part of the Contract.

7.5 Security Requirement (Canadian Contractor)

- (a) The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (b) The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- (c) The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- (d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (e) The Contractor must comply with the provisions of the:
- (i) Security Requirements Check List and Security Guide (if applicable), attached int Annex B; and,
 - (ii) Industrial Security Manual (Latest Edition).

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:**
- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to seven additional one-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - (ii) It is understood that there may be an on-going requirement to acquire Maintenance and Support Services in order to maintain the Licensed Software within Canada's Technical Environment that could go beyond the seven Option Periods referred in (i) above. Both parties agree that Article 7.25 - Software Maintenance and Support Services Pricing Stability will be the base under which pricing will be negotiated if there is a request from Canada to extend further the Contract Period.
 - (iii) 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, warranty and license key for the initial requirement must be delivered within 10 working days from contract award date. Any additional requirement must be delivered within 5 days of a signed contract amendment or in accordance with an authorized task authorization.
- (c) Maintenance and Support Services must be accessible when requested by Canada as per terms of the Contrat.
- (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
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 Canada 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: _____

E-mail address: _____

7.9 Payment

(a) Basis of Payment

- (i) **Licensed Software and Optional Additional Software Licenses:** For license(s) to use the Licensed Software (including Delivery and Documentation) in accordance with the Contract including optional additional licenses for additional Users to use the Licensed Software and for Canada-wide Entity License should Canada exercise its option including during the Contract Period, Canada will pay the Contractor the firm, all-inclusive price(s) set out in Annex A - Pricing Tables for the quantity requested, as particularized below, FOB destination, including all customs duties, GST/HST extra. The firm prices include Warranty during the Software Warranty Period.
- (A) **User License (perpetual):** See Table 1 - Column 1 (line item # 1 through line item # 8).
- (B) **Canada-wide Entity License (perpetual):** Canada-wide Entity License includes any department or Crown corporation as described in the *Financial Administration Act* (Schedules I to V, as amended from time to time). The maximum price to be paid for Canada-Wide Entity License is the same if acquired during at Initial Contract Period and during any of the Option Periods. It is agreed and understood by both Parties that the prices shown in Annex A - Pricing Tables for Canada-Wide Entity License is a ceiling price (see Table 2 (line item # 1)) and that any prices paid for any User Licenses and subsequent increases in the number of User Licenses if acquired previously by Canada must be credited against the price listed in Annex A, Pricing Tables, Table 2, (line item # 1). If the Canada-Wide Entity License is acquired at Contract Award, the price to be paid by Canada for this Entity License is the price provided in Annex A - Pricing Tables, Table 2 (line item # 1).
- (ii) **Maintenance and Support Services for Licensed Software per deployed User:** For Maintenance and Support Services to deployed Users throughout the initial Software Support Period, including during any extensions (optional Software Support Period) to it (if exercised as options by the Contracting Authority) in accordance with the Contract, Canada will pay the annual price for the Maintenance and Support Services, as set out in Annex A - Pricing Tables, Table 1 (Column 2), FOB destination, all customs duties included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
- (iii) **Maintenance and Support Services for Licensed Software applicable to Canada-Wide Entity License:** For Maintenance and Support Services for Licensed Software applicable to Entity License (Canada-Wide):
- (A) It is agreed and understood that Maintenance and Support Services for the Canada-wide Entity License is payable per deployed User using the prices found in Annex A - Pricing Table, Table 1 (Column 2) up to the annual all inclusive ceiling price for the Canada-Wide Entity License as set out in Annex A - Pricing Tables, (Table 2 (line items # 2 to # 9)), FOB destination, all customs duties included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

- (B) Canada will pay the Maintenance and Support Services throughout the initial Software Support Period, including during any extensions to it, as set out in Annex a - Pricing Tables, Table 2, FOB destination, all customs duties included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

(iv) Maintenance and Support Services - additional terms: 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 number of Users under Maintenance and Support Services within the Contract is not exceeded and although new licenses may be acquired (parking lot) for the new User(s) or Client(s).
- (D) Canada has the right, at the start date of each Software Support Period (April 1 of each year), to readjust (decrease) the total number of Users and Clients that are entitled to receive Maintenance and Support Services if the number of Users using the Licensed Software has decreased.

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 to specific User(s), 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.

(v) Extended Hours to access the Maintenance and Support Services: For the option described in Article 7.2 (d) above the hours stated in Article 7.19, sub-article (f) of Maintenance and Support Services, Canada will pay the Contractor the firm all inclusive annual lot price based on the number of deployed Users within the Business Unit and set out in Annex A - Pricing Tables, Table 3, FOB destination, including all customs duties, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

- (A) For access 24 hrs/day, 7 days/week see Table 3, see Column 1
- (B) For access 16 hrs/day (between 06h00 and 22h00, Eastern Time), 7days/week see Table 3, Column 2.

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- (C) For access 16 hrs/day (between 06h00 and 22h00, Eastern Time), 5 days/week (Monday through Friday) see Table 3, Column 3.
- (D) For access 12 hrs/day (between 06h00 and 18h00, Eastern Time), 5 days/week (Monday through Friday) see Table 3, Column 4.
- (vi) Professional Services provided under a Task Authorization with a Maximum Price:** For professional services and training requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the Task Authorization, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates 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. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (vii) Professional Services and Training provided under a Task Authorization with Firm Prices:** 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) as set out in an approved Task Authorization, FOB destination, including all customs duties, GST/HST extra.
- (viii) 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).
- (ix) 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. The Contractor will be able to charge for time spent travelling at the per diem rates set out in the Contract.
- (x) 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.
- (xi) Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part, Canada may

impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

(xii) 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 herein:

(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 Professionnel Services.

(ii) Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. The quantity and the specific value of the goods and services are specified somewhere else in the contract.

(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 price for the Licensed Software for the initial quantity, upon delivery and acceptance of the software products by Canada into the Technical Environment, in accordance with the approved Installation Plan which includes an acceptance of the bilingual software (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; and,

(ii) all such documents have been verified by Canada.

(d) Method of Payment - Maintenance and Support Services - Semi-Annual Payment

Canada will pay the annual price for the Maintenance and Support Services in two installments, on September 30, 20xx and on March 31, 20xx of each fiscal year as per Basis of Payment, based on the number of deployed Users 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.

(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 (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:

- (i) an accurate and complete claim for milestone payment using form PWGSC-TPSGC 1111 (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1111-eng.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

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- (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, 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 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) - Software Development or Modifications Services;
 - (ii) 4003 (2010-08-16) - Licensed Software;
 - (iii) 4004 (2010-08-16) - Maintenance and Support Services for Licensed Software;
- (c) General Conditions 2030 (2012-11-19) - Higher Complexity - Goods;
- (d) Annex B, Security Requirements Check List;
- (e) Annex D, Canada Technical Environment;
- (f) Annex C, Statement of Requirements;
- (g) Annex A, Pricing Tables;

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- (h) The signed approved task authorization(s);
 - (i) The issued bid solicitation including all bid solicitation amendments;
 - (j) The Approved Support Plan; and,
 - (k) The Contractor's bid dated _____, 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 on 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"; and,
 - (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 to 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 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 full authority to act as an 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 of 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 commercial software products offered by the Contractor in its bid, and any other software code provided or created under issued task authorization(s) through professional services and/or Maintenance and Support Services and/or otherwise by the Contractor and is required for those software products to function in accordance with the Software Documentation and the Specifications. The Contractor must deliver, without limitation, the full range of the commercially available functionalities included in the software products listed below which includes at a minimum, the functionalities listed in the Statement of Requirements. The following commercially available products are part of the deliverables:

[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 including associated libraries, application program interfaces, adapters, connectors, software development tool kits and management console. The Contractor also acknowledges that Canada has the right to make full or partial use of any and all functionality that forms part of the Licensed Software that is delivered as part of the contract at no extra charge.

- (b) **Type of License being Granted:** per User
- (c) **The licenses granted are perpetual.**
- (d) **Number of Initial Users:** *(to be filled at contract award)* _____.
- (e) **Option to purchase additional User Licenses up to Canada-Wide Entity License:** The Contractor hereby acknowledges and agrees that in the event and as a condition of the contract, that when and if Canada acquires the Canada-wide Entity License, Canada shall be deemed to be licensed for Canada-wide usage of the Case Management Software Solution and any departments, crown corporations and agencies and other entities identified in this Contract shall be able to install, copy, deploy and use the software products.
- (f) **Language of Licensed Software:** English and French. 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) **Additional Rights:** In addition to the rights provided under Supplemental General Conditions 4003, this license includes the following rights:
 - (i) to define as many User' roles as Canada sees fit;
 - (ii) to implement in various areas such as but not limited to Contracts and Grants Management (outreach, application, eligibility, administration, management, audit and evaluation, monitoring and reporting); Courts/Judicial Management (registration, intake/identification, knowledge base, scheduling, appeals management, issues management, monitoring, and case tracking); Compliance Management (registration, intake/identification, monitoring, occurrence management, inspections, licensing, certification and reporting); Entitlement Case Management (intake, eligibility, case workflow, entitlement calculation, contract management, monitoring and payment); Client Service (communication, service initiation, contact centre, knowledge base, sales, channel management, inquiries, case tracking); Investigations (communications, correspondence, scheduling, monitoring and reporting) and any context that Canada sees fit.
 - (iii) to allow access to the Licensed Software and all or any of its components to anyone, (including, without limitation Canadians and non-Canadians, employees and contractors of Canada, government departments, agencies, crown corporations, other jurisdictions (federal, provincial, municipal), business, the General Public international partners,

governments, institutions and individuals, by any means whatsoever, through Internet, intranets, extranets, virtual private networks, networks, inter-networks or any other way Canada may determine, for the purpose of accessing any programs, information, data or other services provided by Canada), and which includes but is not limited to using the Licensed Software, including all or any of its components to access, enter, exchange, search and read information provided by or through any applications provided by Canada from any location irrelevant of the number of Users that have been granted the right to use the Licensed Software under the Contract.

- (iv) to access the perpetual license under a single enterprise level license key (registration, activation and authentication) per Client;
- (v) to make this use by way of a network, the Internet, an intranet, an extranet, a virtual private network (VPN), an inter-network, or such other means as may become possible from time to time so that users have "universal access rights" (i.e., a right to access the Licensed Software by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available from time to time;
- (vi) 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,
- (vii) 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 extension(s) which Canada chooses to exercise as set out in the Contract which start at the end of the Contract Period and expire 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. The Contractor must deliver to Canada, within three months of the release(s) date by the Software Publisher of an upgrade to the Licensed Software and/or when changes are made to the Licensed Software either because of packaging changes, rename or because of acquisition, a table which validates all sub-components and validates where the functionalities reside within the revised product list. The Contractor must, over the course of the contract as technology evolves, add new functionalities and/or additional features associated with the Licensed Software as part of the Maintenance and Support Services to ensure that Canada is able to offer to the Clients a feature-rich Case Management Software Solution.

- (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, Online Help, Incident Tracking System and Knowledge Base:** 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 including 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 at the per diem rate stated in the Pricing Tables.
- (i) **Security:** Contractor must have a fully developed and deployed security patch management process for the Licensed Software.
- (j) **Contact Information for Accessing the Contractor and the Software Publisher'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.

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

7.20 Information Technology Governance

Progress meetings, chaired and scheduled by the GC Technical Authority, will take place at Canada's designated facility or via Canada's electronic conferencing services on an "as and when requested" basis. The frequency of the meetings shall be no less than once every 3 months during the Initial Contract Period and no less than once every 6 months during the Option Periods. Contractor's attendees at these meetings, as a minimum, shall be the Contractor's Contact identified in the Contract and authorized representative(s) from each Software Publisher of the products that are contained in the proposed Software Solution. Canada's attendees shall be at the minimum the GC Technical Authority and the Client Technical Authorities named in the Contract, or their representatives, and the PWGSC Contracting Authority or his/her representative.

7.21 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 10 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 for the designated system administrators.
 - (ii) Ensure training to focus on
 - (A) The installation procedures (including the set up of individual business units as independent tenants within the client environment) and related technical issues;
 - (B) Ongoing application support needs; and,
 - (C) Any other system administrator tasks necessary to keep the system running efficiently.
- (c) The Contractor must provide classroom training on the software products that forms 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 and agreed timeline.
- (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 and must be delivered as the approved Task Authorization(s).
- (g) The training, including both the instruction and the course materials, must be available in English and in French.

- (h) The Contractor must provide all software publishers' technical, business and developer / configuration documentation in both electronic and printed version prior to the commencement of the requested training sessions.
- (i) 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 appropriate to the target audience; (3) conducting training courses; and (4) communicating effectively by visual, oral, and written form with individuals in small groups.

7.22 Finalization of Installation Plan

Canada will provide comments it has regarding the proposed Installation Plan submitted by the Contractor as part of its bid. The Contractor must update the proposed Implementation Plan, including the baseline technical architecture description, descriptions of any pre-requisites, and must agree to a installation schedule as requested by Canada within 10 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: (a) install, configure, and test the Licensed Software's installation; and, (b) ensure and certify that it is installed in accordance with the software publisher's technical specifications for Canada's technical environment.

7.23 Finalization of the Support Plan and Software Release Strategy

Canada will provide any comments it has regarding the proposed Support Plan and Software Release Strategy submitted by the Contractor as part of its bid. The Contractor must update the proposed Support Plan and Software Release Strategy 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.

7.24 Professional Services

- (a) Work described herein will be requested by Canada using the Task Authorization process defined Article 7.3 - Task Authorization. The Contractor shall provide specialists to deliver services relating to the installation, configuration, integration, and testing of the Software as per the approved Installation Plan if requested to do so by Canada. The scope of the services for the Installation of the Software is as follows:
 - (i) liaise with the Technical Authority (or its representative) to gain a full understanding of GC's Technical Infrastructure (network, systems and applications);
 - (ii) take the technical lead for the installation and/or configuration of the Software including supporting and guiding the GC designated technical resources to perform the initial standard configuration which may include the following:
 - (A) document management integration (GCDOcs, RDIMS);
 - (B) application integration to email servers (Outlook, GroupWise and other supported GC e-mail systems);
 - (C) ERP integration such as SAP suite of functions (i.e. IFMS) and PeopleSoft suite of functions (i.e. HRMS).

The Contractor must support and actively participate in the Security Assessment and Authorization Process described in Annex E - Information on IT Security Assessment and Authorization, specifically the requirements described in Section 3 entitled Security Assurance Requirements. The Contractor must assist Canada in obtaining final authorization as a result of the Security Assessment and Authorization Process.

During this time, the Technical Specialist(s) will work with a team of GC technical /resources. The GC technical resources (system administrators) must be able to participate and to ask questions to the Technical Specialist(s) regarding the installation.

- (iii) Maintain a written description of all installation and configuration steps performed during installation and configuration of the Licensed Software. This description, or installation log, is required so as to allow GC resources to understand site-specific issues encountered during the installation process.
 - (iv) Develop test cases and test scripts to test and validate that the installed Licensed Software works in accordance with specifications.
 - (v) Demonstrate to the satisfaction of the Technical Authority that the Licensed Software has been properly implemented and is functional with the assistance of GC resources when the installation is completed.
 - (vi) Provide regression testing following installation of new software releases and bug fixes.
 - (vii) Meet with GC technical resources for a post-implementation meeting to review the installation, including site-specific actions or requirements, and advise on operational and maintenance procedures going forward.
 - (viii) Provide a final report, for acceptance by the Technical Authority, of the installation including site-specific issues, operational advice and the installation log.
- (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 an issued task authorization 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 task authorization 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).

7.25 Licensed Software and Maintenance and Support Services Pricing Stability

The Contractor acknowledges that it is important to Canada to be able to continue to access Maintenance and Support Services for the Licensed Software after the last option period containing pricing has expired. The Contractor accordingly offers to continue to provide Maintenance and Support Services at reasonable annual rates and on all of the other terms and conditions set out in this Contract, subject to execution by the parties of a formal contract amendment. For each year that follow, the last option period (seven), the Contractor hereby offers annual rates that are the lesser of:

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

- (b) the quoted prices for option year seven adjusted by the percentage difference in the Consumer Price Index (CPI) as determined by Statistics Canada, for the 12 month period immediately preceding the date on which the price change is to be effective; and
- (c) 2% more than the annual rates provided to Canada in the preceding year under this Contract or under any extension entered into pursuant to this Article;

and the Contractor's obligations under this Article shall survive termination or expiry of this Contract.

7.26 Reporting Requirements

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

- (a) PART 1 -- The following six questions MUST be answered:
- (i) Is the task authorization and project on schedule?
 - (ii) Is the task authorization and project within budget?
 - (iii) Is the Work free of any areas of concern in which the assistance or guidance of the Technical Authority may be required?
 - (iv) Is the activity list up-to-date? (If not, it must be provided upon request from the Technical Authority or his/her representative)
 - (v) Is the status list of the deliverables up-to-date? (If not, it must be provided upon request from the Technical Authority or his/her representative)
 - (vi) 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.

- (b) PART 2 -- A narrative report, brief, yet sufficiently detailed to enable the Client to evaluate the progress of the Work, containing as a minimum:
- (i) 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,
 - (ii) An explanation of any variation from the plan of Work, detailed estimates of any increase in time, resources and cost that affect plans.
 - (iii) 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.
- (c) 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.

7.27 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.

7.28 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.

7.29 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.

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. The Bidder must refer to Part 3 - Bid Preparation Instructions.

Note to Bidders: If Canada has existing licenses of the proposed software (in whole or in part), these existing licenses must not be considered as part of the proposed solution, nor as part of government furnished equipment. The license(s) to be granted under the resulting contract must not be conditional of Canada to renew these licenses or to maintain the licenses through software maintenance and support.

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	Perpetual License	Annual Maintenance & Support
1	Per User if acquired during Initial Contract Period	\$	\$
2	Per User if acquired during First Option Period	\$	\$
3	Per User if acquired during Second Option Period	\$	\$
4	Per User if acquired during Third Option Period	\$	\$
5	Per User if acquired during Fourth Option Period	\$	\$
6	Per User if acquired during Fifth Option Period	\$	\$
7	Per User if acquired during Sixth Option Period	\$	\$
8	Per User if acquired during Seven Option Period	\$	\$
<p>Note 1: In order to provide for a common termination date with the Maintenance and Support Services 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.</p> <p>Note 2: Bidders who bundle the prices of the License Software with the prices of the Maintenance and Support Services and by providing pricing at \$0.00 for Maintenance and Support Services will be declared non-responsive.</p>			

TABLE 2
Entity - 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	Canada-wide Entity License if acquired during Initial Contract or during any of the 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: The price for the Entity License for Canada (Line Item # 1) is a firm all inclusive lot price covering all Users. For information purpose, Canada has approximately 377,800 employees which may also be computer users. (see Population Affiliation Report http://www.tbs-sct.gc.ca/pas-srp/report-rapport_e.asp?cat=a)

Note 4: It is agreed and understood by both Parties that the prices paid in relation of the Licensed Software for Users for any Users and subsequent increases in the number of Users acquired at the prices stated under Table 1 must be deducted from the price shown in Table 2 - Entity License (line item # 1) for Canada.

Note 5: 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 6: Bidders who bundle the prices of the License Software with the prices of the Maintenance and Support Services and by providing pricing at \$0.00 for Maintenance and Support Services will be declared non-responsive.

**TABLE 3
EXTENDED HOURS TO ACCESS MAINTENANCE AND SUPPORT SERVICES
ANNUAL ALL INCLUSIVE LOT PRICE
CANADIAN \$**

	Column 1 24hrs/day, 7 days/week	Column 2 16 hrs/day, 06h00to 22h00, 7 days/week	Column 3 16 hrs/day, 06h00 to 22h00, 5 days/week	Column 4 12 hrs/day, 06h00 to 18h00, 5 days/week
Per User if acquired during Initial Contract Period	\$	\$	\$	\$
Per User if acquired during First Option Period	\$	\$	\$	\$
Per User if acquired during Second Option Period	\$	\$	\$	\$
Per User if acquired during Third Option Period	\$	\$	\$	\$
Per User if acquired during Fourth Option Period	\$	\$	\$	\$
Per User if acquired during Fifth Option Period	\$	\$	\$	\$
Per User if acquired during Sixth Option Period	\$	\$	\$	\$
Per User if acquired during Seven Option Period	\$	\$	\$	\$

Note 7: 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 8: The increase in price for each extension must be mutually exclusive.

Note 9: Support calls to the Contractor will be initiated from a central office, per installation. There must be a minimum of five authorized Users that are allowed to contact the Contractor per installation.

**TABLE 4
PROFESSIONAL SERVICES
FIRM ALL INCLUSIVE PER DIEM RATE
CANADIAN \$**

Solicitation No. - N° de l'invitation

EN578-130092/B

Amd. No. - N° de la modif.

File No. - N° du dossier

123xIEN578-130092

Buyer ID - Id de l'acheteur

123xI

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

20130092

CCC No./N° CCC - FMS No./N° VME

ITEM NO.	DESCRIPTION RESOURCE CATEGORIES	FIRM ALL INCLUSIVE PER DIEM RATE During Initial Contract Period	% INCREASE APPLICABLE TO EACH OPTION PERIOD
1	The Bidder must provide a list of all resource categories included in the proposed Installation Plan	\$	%
2		\$	%
3		\$	%
4		\$	%
5		\$	%
6	On-Site Support Specialist	\$	%
<p>** 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 Licensed Software 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.</p> <p>** 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 Licensed Software 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.</p>			

Solicitation No. - N° de l'invitation

EN578-130092/B

Amd. No. - N° de la modif.

File No. - N° du dossier

123xIEN578-130092

Buyer ID - Id de l'acheteur

123xI

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

20130092

CCC No./N° CCC - FMS No./N° VME

ANNEX B

SECURITY REQUIREMENTS CHECK LIST

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) [see the Standard Instructions 2003]	
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)	

Federal Contractors Program for Employment Equity (FCP EE) Certification:	On behalf of the bidder, by signing below, I also confirm that the bidder [<i>check the box that applies</i>]:	
<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>	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;	
	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ,	
	(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;	
	(d) is subject to FCP-EE, and has a valid certification number as follows:	

	(and has not been declared an Ineligible Contractor by HRSD).	
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]		
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i>		
<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. 		
Signature of Authorized Representative of Bidder		

FORM 4

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]

FORM 5

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 _____