



RETURN BIDS TO :

Bid Receiving – SSC
700 Montreal Road,
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Ottawa, Ontario
K1A 0P7

RETOURNER LES SOUMISSIONS À:

Réception des Soumissions – SPC
700, chemin Montréal,
Édifice C, Bureau C8015
Ottawa, Ontario
K1A 0P7

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

Proposal To: Shared 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 thereof.

Proposition aux: Services partagés 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-annexées, au(x) prix indiqué(s)

Comments - Commentaires

This document contains Security Requirements.

Ce document contient des exigences sécuritaires.

Issuing Office – Bureau de distribution

SSC | SPC
Procurement and Vendors Relationships | Achats et relations avec les fournisseurs
XK Division | Division XK
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Title – Sujet Data Warehouse for Canada Border Services Agency	
Solicitation No. – N° de l'invitation 10029562/B	Date Buyer to Complete
Client Reference No. – N° référence du client 13-0444	
File No. – N° de dossier CAB10029562	
Solicitation Closes – L'invitation prend fin	
at – à 02 :00 PM	
on – le Buyer to Complete	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Melissa Ho	Buyer Id – Id de l'acheteur CAB
Telephone No. – N° de téléphone : 819-956-1389	FAX No. – N° de FAX Not applicable
Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
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 _____

REQUEST FOR PROPOSAL DATA WAREHOUSE FOR CANADA BORDER SERVICES AGENCY

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List of Annexes to the Resulting Contract:

Annex A	Statement of Requirements
Annex B	Basis of Payment
Annex C	Security Requirements Check List (SRCL)
Annex D	Task Authorization Form

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

Attachment 3.1: Pricing Tables

List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection):

Attachment 4.1: Mandatory Requirements

Attachment 4.2: Rated Requirements

Forms:

Form 1 - Bid Submission Form

Form 2 - OEM Certification Form

Form 3 - Software Publisher Certification Form

Form 4 - Software Publisher Authorization Form

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PART 1 GENERAL INFORMATION

1.1 Introduction

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

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

The annexes include the Statement of Requirements, Basis of Payment, SRCL and Task Authorization Form.

1.2 Summary

This bid solicitation is being issued by Shared Services Canada (SSC). The resulting contract will be used by SSC to provide shared services to the Canada Border Services Agency. It is intended to result in the award of a contract for five (5) years, plus three (3) one-year irrevocable options allowing Canada to extend the term of the contract. This bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.

There is a security requirement associated with this requirement. For additional information, see Part 6 – Security 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://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html>) Website.

On July 12, 2012, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to email, networks and data centres for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.

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

- 2.1.1** 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.
- 2.1.2** 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.
- 2.1.3** 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. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).
- 2.1.4** Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16”
- 2.1.5** Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
Delete: sixty (60) days
Insert: one hundred twenty (120) days
- 2.1.6** For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

2.2 Submission of Bids

- 2.2.1** Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.
- 2.2.2** Due to the nature of the bid solicitation, bids transmitted by facsimile to SSC will not be accepted.

2.3 Enquiries - Bid Solicitation

- 2.3.1** All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- 2.3.2** 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 the Province of Ontario.

PART 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.1.1 Copies of Bid: Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies and 3 soft copies on CD)

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

Section III: Certifications (1 hard copy)

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

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

3.1.2 Format for Bid: Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- a. Use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b. Use a numbering system that corresponds to the bid solicitation;
- c. 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
- d. Include a table of contents.

3.1.3 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>).

3.2 Section I: Technical Bid

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

3.2.2 The technical bid consists of the following:

Bid Submission Form: Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. 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.

Résumés for Proposed Resources: The technical bid must include résumés for the resources that demonstrate that each proposed individual meets the qualification requirements described in section 4.2 of the Statement of Requirements (SOR) Contractor Resources (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:

- a. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
- b. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
- c. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation period. Where the designation or membership must be demonstrated through a certification, the certification must be current, valid and issued by the entity specified in this solicitation or if the entity is not specified, an accredited or otherwise recognized body, institution or entity.
- d. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
- e. For any requirements that specify a particular time period (e.g., 2 years) of work experience, SSC will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- f. For work experience to be considered by SSC, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.

Training Plan: The Bidder must provide an outline of its proposed draft training plan, which must demonstrate that the Bidder's proposed training meets all the mandatory requirements for training described in section 6.0 of the SOR.

Description of the Bidder's Maintenance and Support Services: The Bidder must include a description of its maintenance and support services for the Solution's hardware and software, which must be consistent with all the requirements described in the Resulting Contract Clauses, including the Statement of Requirements. At a minimum, the Bidder must describe its:

- a. Problem reporting and response procedures;
- b. Escalation procedures;
- c. On-site support availability; and
- d. Any enhancements to the basic requirements that the Bidder is offering.

The Bidder may also describe any other information it considers relevant.

List of Proposed Software: The Bidder must include a complete list identifying both the name and the version number of each component of the Solution's Licensed Software required for the proposed Software Solution.

3.3 Section II: Financial Bid

3.3.1 Pricing: Bidders must submit their financial bid separate from their technical bid in accordance with Attachment 3.1 – Pricing Tables. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

- 3.3.2 All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- 3.3.3 Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 4.1.1** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria.
- 4.1.2** An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3** In addition to any other time periods established in the bid solicitation:

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.

Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

4.2.1 Mandatory Technical Criteria:

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

The mandatory requirements are described in Attachment 4.1 – Mandatory Requirements.

4.2.2 Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

The rated requirements are described in Attachment 4.2 – Rated Requirements.

4.2.3 Customer Reference Checks:

For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders on the same day using the email address provided in the bid.

If Canada has not received a response within 2 working days, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 3 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given 2 working days to respond once Canada sends its reference check request.

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.

The Bidder will not meet the mandatory experience requirement 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).

Whether or not to conduct reference checks is discretionary. However, if SSC chooses to conduct reference checks for any given mandatory requirement, it will check the references for that requirement for all Bidders.

4.2.4 Proof of Proposal Test for Top-Ranked Bid:

- a. Through the Proof of Proposal (PoP) test, Canada will test the Solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Attachment 4.1 and Attachment 4.2. The PoP test will take place at a site in the National Capital Region as specified by Canada. The shipping address will be provided to the Bidder at time of notification.
- b. After being notified by the Contracting Authority, the Bidder will be given 10 business days to deliver and start the installation of the proposed Solution. The installation must be completed, Ready For Use (RFU) and ready for testing within 5 business days of the Bidder starting the installation. Canada will then conduct the PoP test. The Bidder's Systems Engineer/Integration Specialist must be present at all times during the POP test to provide technical support for technical advice and clarification. Once the POP test has begun, it must be completed within 30 business days.
- c. Canada will document the results of the PoP Test. If Canada determines that the proposed Solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. If the Bidder's score is reduced as a result of the PoP test, Canada will reassess the ranking of all Bidders.
- d. In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software Solution for testing and evaluation purposes.
- e. If, during the initial installation of the solution for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.
- f. During the 30 day POP testing period, the Bidder will demonstrate further compliance with the mandatory and rated requirements and the responses included within the Bidder's proposal. A 15 day acceptance testing period following the completion of integration will also be performed as part of the POP testing. Canada will load applicable data into the Solution prior to the acceptance testing. The testing process will ensure the operational capability of the Solution with Canada's network. These tests will be planned and managed by Canada.

Steps associated with the on-site POP testing process are as follows:

- 1) Installation and integration;
- 2) The Bidder will certify that their Solution is Ready for Use and Ready for Testing;
- 3) Canada will test the Solution and confirm to the Bidder that the Solution is Ready for Testing;
- 4) POP Testing performed on Mandatory and Rated Requirements and Bidder responses; and
- 5) A 15 consecutive-day availability acceptance test period follows successful completion of step 4.

On completion of the POP testing process, Canada will officially notify the Bidder of the results of Proof of Proposal testing.

4.2.5 System Delivery, Assembly and Integration for POP Testing

- a. The Bidder's proposal must address how the Bidder will ship the Solution's hardware, software, firmware and documentation for the POP testing at the Client site.
- b. A package of queries consisting of Queries 1 through 4 will be used as the baseline for conducting POP testing. The Bidder's Solution will be tested against the technical specifications identified in Section 3.4, Query Processing of the SOR. Full disclosure of performance tests will take place prior to tests and the Bidder will be given 1 hour to perform any last minute adjustments.
- c. The Bidder must meet with Canada within 5 business days following receipt of notification that POP testing will be performed on their Solution to coordinate responsibilities and process leading to and during the POP testing process.
- d. The Bidder must deliver all hardware, software, firmware, peripherals and documents with the POP Solution shipment.
- e. The Bidder must perform and pay for, at no cost to Canada, the following shipment services to include, as a minimum:
 - i. Package all hardware and any related software;
 - ii. Identify and contract for any required broker services;
 - iii. Prepare and submit any appropriate Canadian and US Customs forms;
 - iv. Insure all shipped goods, for full value, either with the shipper or self-insure them, as per their corporate policy;
 - v. Ship the Solution with a bill of lading that corresponds to the shipping container, serial number, and Bill of Material (BOM) item number; and
 - vi. Fax a copy of the Bill of Lading to the Contract Authority at the time of the shipment(s).
- f. The Bidder must include all shipping and delivery information which will include shipper's name and insurance information within 3 business days following receipt of notice that the Bidder's Solution has been selected to be POP tested.
- g. The Bidder must include technical documentation in electronic format or through web-site access in English with the Solution delivery.

At a minimum the technical documentation must cover:

- i. Operations of the Solution and its components;
- ii. Installation;
- iii. Configuration;

- iv. Diagnostics and Troubleshooting; and
 - v. In electronic format compatible with SSC standards (Microsoft Word, Adobe Acrobat (PDF), or HTML).
- h. The technical documentation must include a complete and accurate description of all hardware, software and firmware components of the Solution. Features such as plug and play capabilities, flashing procedures and configuration for every component must be included in the technical documentation.
 - i. The Bidder must unpack and assemble the Solution at the delivery location as required.
 - j. The Bidder must remove any packaging material originating from the delivered hardware or any of its components to a local site as directed by the Project Authority.
 - k. The Bidder's proposal must identify how they expect to integrate their Solution with the existing environment during POP testing and the amount of time associated therewith.
 - l. The Bidder must assist with any necessary device configuration re-sets in the event they be required.

4.2.6 Proof of Proposal Installation and Testing

- a. The Bidder must participate on-site with Canada in each of the testing stages to determine the operational effectiveness of the Solution.
- b. The Bidder must include the Systems Engineer/Integration Specialist to participate at the installation site until successful completion of the on-site acceptance or it is deemed that the proposed Solution will not successfully pass POP testing.
- c. The Bidder must integrate their Solution into the existing environment as directed by Canada.
- d. The Bidder must configure the Solution with all necessary settings as included by Canada.
- e. The Bidder must assist with any necessary Solution configuration re-sets necessary during the migration process to the production environment.
- f. The Bidder must submit for Canada's review and approval, a single Acceptance Test Procedure covering all functional and technical requirements of the Solution.
- g. The Bidder's Acceptance Test Procedure must clearly outline the approach to be taken to validate that all functional and technical requirements have been met.
- h. The Bidder's Acceptance Test Plan must be integrated with a Requirements Traceability Matrix (RTM) and include a description of each of the system functional and technical requirements and capabilities that will be tested after the Solution has been declared Ready for Use.
- i. The Bidder's Acceptance Test Procedures must be identified to explicitly associate with the requirement article being tested, the steps to execute the test, and the expected results of that test.
- j. The Bidder must load and initialize all new application software and firmware.
- k. The Bidder must complete the installation and regression testing of any software upgrades during the POP testing process.
- l. The Bidder must meet all of the requirements as specified in the Statement of Requirements and the Bidder's proposal responses during the installation and integration testing.
- m. Upon successful completion of the installation and configuration of the Solution, the Bidder must provide Canada with written notification that the deliverables are considered RFU.
- n. After the Solution is considered RFU, installed, configured, integrated and the 4 queries are successfully tested by Canada, the Solution will be subjected to a 15 day acceptance testing period for the record, with participation and witnessing by Canada and their Bidder resources as required.

- o. The Bidder's Solution must maintain an availability level of 100% during the 15 day acceptance test period notwithstanding any agreed re-starts approved by Canada.
- p. Successful acceptance testing must consist of 15 continuous days of operations with no major failures.
- q. The Bidder must correct any deficiencies within one 4 hour period or as agreed to with Canada during the installation and integration POP testing. Any costs incurred in the correction of deficiencies are the sole responsibility of the Bidder.
- r. Any deficiency corrected by the Bidder must be consistent with the proposed technical Solution.
- s. The Bidder must support the acceptance test period with software/ firmware fixes and hardware replacement during migration to Canada's production environment and execution of the acceptance testing.
- t. The Bidder must include Canada with Acceptance Test SIRs after each test phase outlining each major / minor system failure to include a detailed description of the steps that will be taken to address these failures.
- u. The Bidder must document each problem discovered during the Acceptance Test procedure, individually on an SIR and allocate a unique identifier even if it is a "known" problem – in which case a reference can be made to the original SIR number.
- v. The Bidder must support Canada to resolve any issues that occur at the Solution level during the execution of the acceptance testing.
- w. The Bidder must include a Solution orientation session in English at the time of installation and integration as part of the installation process. This shall not be considered as part of nor in place of the training program.
- x. The Bidder must maintain all work areas at the installation site(s) in a clean and tidy condition on completion of each day's work including the removal and disposal of all related packing material.

4.2.7 Proof of Proposal On-Site Vulnerability Testing

- a. The Bidder must pass a vulnerability assessment conducted by the SSC Departmental Security during POP testing.
- b. The Bidder must include justification for all open ports identified during the vulnerability assessment.
- c. The Bidder must comply with any other direction from SSC Security to lock-down devices to meet Canada's requirements.

4.3 Financial Evaluation

4.3.1 The financial evaluation will be conducted by calculating the Total Evaluated Bid Price using the Pricing Tables in Attachment 3.1 completed by the Bidders.

4.3.2 For evaluation purposes, The Total Evaluated Bid Price is calculated as follows:

- i. The Evaluated Price for a Pricing Element is calculated as: Total Estimated Cost x Weight
- ii. The Total Evaluated Bid Price is the sum of the Evaluated Price of all Tables.

4.3.3 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.

4.3.4 Formulae in Pricing Tables

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

4.3.5 Substantiation of Professional Services Rates

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

- a. An invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the National Capital Region in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- b. In relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation);
- c. In respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- d. The name, telephone number and, if available, email address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder; and
- e. Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

4.4 Basis of Selection

4.4.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory criteria; and
- c. obtain a minimum of 70% total points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 1270 points.

4.4.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.4.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4.4.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

- 4.4.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 4.4.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined score.
- 4.4.7** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined score of technical merit and price, and successful completion of the PoP test, will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)			
	Bidder 1	Bidder 2	Bidder 3
Bidder Technical Score	115/135	89/135	92/135
Total Evaluated Bid Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$
Combined Score	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd

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

PART 5 CERTIFICATIONS

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

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

5.1 Certifications Precedent to Contract Award

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

5.2 Federal Contractors Program - Certification

- 5.2.1** The Federal Contractors Program for Employment Equity (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- 5.2.2** 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.
- 5.2.3** 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.
- 5.2.4** Each bidder is requested to indicate in its bid whether it is:
- 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;
 - not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
 - 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

- d. subject to FCP, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).

5.2.5 Further information on the FCP is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

5.3 Former Public Servant Certification

5.3.1 Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below.

5.3.2 For the purposes of this clause,

- a. **"former public servant"** means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
- i. an individual;
 - ii. an individual who has incorporated;
 - iii. a partnership made of former public servants; or
 - iv. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- b. **"lump sum payment period"** means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
- c. **"pension"** means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S. 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canadian Pension Plan Act, R.S., 1985, c. C-8.

5.3.3 If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

5.3.4 If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks; and
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

5.3.5 For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

5.3.6 By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.4 Professional Services Resources

5.4.1 By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.

5.4.2 By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting Contract.

5.4.3 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:

- a. the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
- b. the name, qualifications and experience of a proposed replacement immediately available for work;
- c. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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

- a. set aside the bid and give it no further consideration; or
- b. evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.
- c. If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.5 Bidder Certifies the Solution is "Off-the-Shelf"

The Solution bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that the equipment and software comprising the Solution bid must consist of standard equipment and software that are commercially available and require no further research or development. Together, this equipment and software must form part of an existing Solution with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software comprising the Solution 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 the Solution bid is off-the-shelf.

5.6 OEM Certification

- 5.6.1** Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs 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.
- 5.6.2** If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- 5.6.3** For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware, on all accompanying documentation, on mandatory certification reports, and on any support software.

5.7 Software Publisher Certification and Software Publisher Authorization

- 5.7.1** If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- 5.7.2** Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- 5.7.3** 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.

5.8 Code of Conduct Certifications – Certifications Required Precedent to Contract Award

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

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

PART 6 SECURITY AND FINANCIAL REQUIREMENTS

6.1 Security Requirement

6.1.1 Before award of a contract, the following conditions must be met:

- a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
- c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

6.1.2 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.

6.1.3 For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Website.

6.2 Financial Capability

6.2.1 SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following:

"If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."

PART 7 RESULTING CONTRACT CLAUSES

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

7.1 Requirement

7.1.1 _____ (the "**Contractor**") agrees to supply to the Client the Solution's 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:

- a. supplying the purchased Solution's Hardware;
- b. providing the Solution's Hardware Documentation;
- c. providing maintenance and support services for the Solution's Hardware during the Hardware Maintenance Period;
- d. granting the license to use the Solution's Licensed Software described in the Contract;
- e. providing the Solution's Software Documentation;
- f. providing maintenance and support for the Solution's Licensed Software during the Software Support Period;
- g. providing professional services, as and when requested by Canada; and
- h. providing training, as and when requested by Canada,

to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.

7.1.2 Client: Under the Contract, the "Client" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This contract will be used by SSC to provide shared services to Canada Border Services Agency. However, SSC may also choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.

The User means either those individuals located within the Client, or the Client's service recipient, authorized by the Client to use the licensed software specified under the Contract.

7.1.3 Reorganization of Client: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

7.1.4 Defined Terms: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:

Any reference to a "**deliverable**" or "**deliverables**" includes the Solution's Hardware, and the license to use the Solution's Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

7.2 Task Authorization for Optional Requirements

7.2.1 As-and-when-requested Task Authorizations: The Contractor grants Canada the irrevocable option to acquire the goods and services described in subsections 7.2.1.1 to 7.2.1.7 below under the same terms and conditions and at the prices and rates stated in the Basis of Payment of the Contract. All optional requirements may be exercised by Canada anytime during the period of the Contract and any extensions thereto through a Task Authorization.

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.

Canada shall exercise the following optional requirement(s) on an as-and-when requested basis by issuing a Task Authorization prepared by the Client and issued by the Contracting Authority.

7.2.1.1 Optional requirement to renew maintenance and support for the Initial Requirement

The Contractor grants Canada the irrevocable option to renew maintenance and support services for the Initial Requirement for the last two remaining years of the Contract period to and option years, if exercised, at the prices set out in Annex B – Table 3.

7.2.1.2 Optional requirement for Scaling Capacity for Sandbox and Development and Test Environments

The Contractor grants Canada the irrevocable option to purchase scaling capacities for the Sandbox and Development and Test Environments at the prices set out in Annex B – Table 4. This option shall be valid throughout the entire period of the Contract and option years, if exercised.

7.2.1.3 Optional requirement to purchase maintenance and support for Scaled Capacities for Sandbox and Development and Test Environments

The Contractor grants Canada the irrevocable option to purchase maintenance and support services for the scaled capacities for "Sandbox" and "Development and Test" Environments at the prices set out in Annex B – Table 5, from the second year and on of the Contract period and option years, if exercised. The Contract is pro-rated to co-terminate with the maintenance and support on the original capacity.

7.2.1.4 Optional requirement for Scaling Capacity for Pre-Production, Production & Disaster Recovery Environments

The Contractor grants Canada the irrevocable option to purchase scaling capacities for the Pre-Production, Production & Disaster Recovery Environments at the prices set out in Annex B – Table 6. This option shall be valid throughout the entire period of the Contract and option years, if exercised.

7.2.1.5 Optional requirement to purchase maintenance and support for Pre-Production, Production & Disaster Recovery Environments

The Contractor grants Canada the irrevocable option to purchase maintenance and support services for the scaled capacities for "Sandbox" and "Development and Test" Environments at the prices set out in Annex B – Table 7, from the second year and on of the Contract period and option years, if exercised. The Contract is pro-rated to co-terminate with the maintenance and support on the original capacity.

7.2.1.6 Optional requirement to purchase technical services

The Contractor grants Canada the irrevocable option for as-and-when-requested technical services as described in Annex A, at or below the firm diem prices set out in Annex B – Table 8. This option shall be valid throughout the entire period of the Contract including option years, if exercised.

7.2.1.7 Optional requirement to purchase training services

The Contractor grants Canada the irrevocable option for as-and-when-requested training as described in Annex A, at the firm prices set out in Annex B – Table 9. This option shall be valid throughout the entire period of the Contract including option years, if exercised.

7.2.2 Form and Content of Task Authorization:

The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D.

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.

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.

7.2.3 Contractor's Response to Draft Task Authorization:

The Contractor must provide the Technical Authority, within 3 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.

7.2.4 Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

- a. The Technical Authority may authorize individual task authorizations up to a limit of \$ _____ , Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.
- b. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.
- c. 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.
- d. 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. Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article a. above; any suspension or reduction notice is effective upon receipt.

7.2.5 Periodic Usage Reports:

The Contractor must compile and maintain records on its provision of services to the federal government under authorized TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must submit the periodic usage reports on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

The quarterly periods are defined as follows:

- a. April 1 to June 30;
- b. July 1 to September 30;
- c. October 1 to December 31; and
- d. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 5 calendar days after the end of the reporting period.

Each report must contain the following information for each validly issued TA (as amended):

- a. the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- b. a title or a brief description of the task;
- c. the name, Category of Personnel of each resource involved in performing the TA, as applicable;
- d. the total estimated cost specified in the TA (GST or HST extra);
- e. the total amount (GST or HST extra) expended to date;
- f. the start and completion date; and
- g. the active status, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

Each report must also contain the following cumulative information for all the validly issued TAs (as amended)

- a. the amount (GST or HST extra) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all authorized TAs; and
- b. the total amount, GST or HST extra, expended to date against all validly issued tasks.

7.2.6 Refusal of Task Authorizations:

The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA. A valid response is one that is submitted within the required time period and meets all requirements of the TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the TA at pricing not exceeding the rates set out in Annex B, Basis of Payment.

7.2.7 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.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

7.3.1 General Conditions:

2030 (2012-11-19), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. These General Conditions are amended as follows:

Section 2 of the General Conditions is amended as follows: delete "Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16"

7.3.2 Supplemental General Conditions:

The following Supplemental General Conditions apply to and form part of the Contract:

- a. 4001 (2013-01-28), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- b. 4003 (2010-08-16), Supplemental General Conditions - Licensed Software; and

Section 08 is replaced as follows:

The license to use the Licensed Software under the Contract is transferable by Canada under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department or Crown corporation, as defined in the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time, or to any other party for which Shared Services Canada has been authorized to act under section 8 of the Shared Services Canada Act, L.C. 2012, ch.19, art 711 as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring. For the purposes of this section, in the circumstances where an Entity License is transferred, such license will be capped at the number of users in the transferring department, corporation, agency or other party before the transfer.

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

7.4 Security Requirement

7.4.1 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).

7.4.2 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 and validated by Shared Services Canada.

7.4.3 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.

7.4.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

7.4.5 The Contractor must comply with the provisions of the:

- a. Security Requirements Check List, attached at Annex C;
- b. Industrial Security Manual (Latest Edition).

7.5 Contract Period

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

- a. The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends five (5) years later; and
- b. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

7.5.2 Option to Extend the Contract:

- a. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) 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.
- b. Canada may exercise this option at any time by sending a written notice to the Contractor within 60 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.6 Authorities

7.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Melissa Ho
Supply Specialist
Shared Services Canada
11 Rue Laurier
Gatineau, QC K1A 0S5

Telephone: 819-956-1389
Facsimile: 819-956-5165
E-mail address: melissa.ho@ssc-spc.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.

7.6.2 Technical Authority

The Technical Authority for the Contract is:

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

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

7.6.3 Contractor's Representative

(To be inserted after contract award)

7.7 Payment

7.7.1 Basis of Payment

For the Work described in the Statement of Requirements in Annex A, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____. Customs duties are included and Goods and Services Tax or Harmonized Sales extra, as applicable.

7.7.2 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.

7.7.3 Purpose of Estimates

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

7.7.4 Limitation of Expenditure

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

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

7.7.5 Method of Payment

7.7.5.1 For the Initial Requirement - Single Payment

Canada will pay the Contractor upon final acceptance of the Solution and delivery of the Work in accordance Annex B, Basis of Payment – Table 1 of the Contract if:

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

Payment shall be made within:

- (a) thirty (30) days following delivery and acceptance of the goods and services; or

- (b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of this Contract, whichever is later.

7.7.5.2 For Maintenance and Support on the Initial Requirement - Monthly Payment

Canada will pay the Contractor on a monthly basis for maintenance and support services on the Initial Requirement for the first 2 years following completion of 12 month warranty in accordance with Annex B, Basis of Payment – Table 2 of the Contract if:

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

Payment shall be made within:

- (a) thirty (30) days following delivery and acceptance of the services; or
- (b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of this Contract, whichever is later.

7.7.5.3 Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion:

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

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

7.7.5.4 Method of Payment for Task Authorizations with a Firm Price - Milestone Payments:

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

- (a) an accurate and complete claim for milestone payment and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract; and
- (b) all work associated with the milestone and any deliverable required have been completed, delivered, and accepted by Canada.

7.7.6 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.7.7 Payment Credits

7.7.7.1 Credits for Failure to Meet Minimum Availability Level: If the Equipment or ongoing Service does not meet the Availability Level of 99.95% in any given month, Canada will be entitled to a credit in the following amount:

For every 0.1% below the Availability Level in any given month, the Contractor must pay a credit to Canada in the amount of 1% of the relevant monthly charge associated with the cost of the applicable Maintenance and Support up to a total of 10% of a relevant monthly charge. For example, if the actual availability was 0.2% less than the minimum availability level of 99.95%, then a credit of 2% of a relevant monthly charge will apply. During the warranty coverage period, an

equal initial monthly maintenance and support value applicable to the first year of maintenance and support would apply.

7.7.7.2 Credits for Failure to Meet Response Time Requirements: If the Contractor does not meet the Response Time requirements as identified herein as Recovery Time Objectives Canada will be entitled to a credit in the following amounts:

The Contractor must pay a credit to Canada in the amount of 2% of the relevant monthly charge associated with the cost of the applicable Maintenance and Support up to a total of 10% of a relevant monthly charge.

7.7.7.3 Corrective Measures: If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.

7.7.7.4 Termination for Failure to Meet Minimum Availability Level or Minimum Response Times: In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:

- a. the total amount of credits for a given monthly billing cycle reach a level of 10%; or
- b. the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three-month notice period expires, unless the Contractor has sustained the Minimum Availability Level during those months.

7.7.7.5 Credits Apply during Entire Contract Period: The Parties agree that the credits apply throughout the Contract Period.

7.7.7.6 Credits represent Liquidated Damages: The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

7.7.7.7 Canada's Right to Obtain Payment: The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.

7.7.7.8 Canada's Rights & Remedies not Limited: The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.

7.7.7.9 Audit Rights: The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.7.8 Price Protection - Most Favoured Customer

To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of

Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.

The Contractor also agrees that, if after the date the Contract is issued it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).

At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.

During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and number and location of service locations).

In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.

If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.

Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

7.8 No Responsibility to Pay for Work not performed due to Closure of Government Offices

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.

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.

7.9 Invoicing Instructions

7.9.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.

7.9.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

7.9.3 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.

7.9.4 The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

7.10 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.

7.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

7.12 Priority of Documents

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

7.12.1 these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;

7.12.2 supplemental general conditions, in the following order:

- a. 4001 (2013-01-28), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- b. 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- c. 4004 (2010-08-16), Supplemental General Conditions - Maintenance and Support Services for Licensed Software.

7.12.3 general conditions 2030 (2012-11-19) - Higher Complexity - Goods;

7.12.4 Annex A, Statement of Requirement;

7.12.5 Annex B, Basis of Payment;

7.12.6 Annex C, Security Requirements Check List;

7.12.7 the signed Task Authorizations;

7.12.8 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.

7.13 Foreign Nationals (Canadian Contractor)

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

7.14 Foreign Nationals (Foreign Contractor)

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

7.15 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.16 Hardware

7.16.1 With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
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Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery 44 Location	National Capital Region location to be identified
Installation Site	National Capital Region location to be identified
Delivery Date	TBD
Contractor must deliver Hardware Documentation	Yes
Contractor must update Hardware Documentation throughout Contract Period	Yes
Hardware Documentation must include maintenance documentation	Yes
Language of Hardware Documentation	English.
Special Delivery Requirements	No
Special Site Delivery or Installation Requirements	No - 4001, Section 4 does not apply to the Contract.
Contractor must Install Hardware at time of Delivery	No
Contractor must Integrate and Configure Hardware at time of Installation	No
Hardware is part of a System	Yes
Availability-level Testing will be performed before Acceptance	The availability-level testing requires the Contractor to achieve the Minimum Availability Level for 15 consecutive calendar days.
Availability Level Test Period for pre-Acceptance Availability-level Testing	Canada will conduct availability level testing for a period of 15 consecutive business days during POP testing.
Who will perform availability-level testing	Canada will perform all testing.
Minimum Availability Level for Hardware	The Solution must meet an availability level of 100% during the 15 day acceptance testing period and a 99.95 Minimum Availability level during the life of the contract. "User Time" is defined as 24 hours a day for 365 days a year
Warranty Period	The Warranty Period is 12 months.
Hardware Maintenance Period	The firm requirement will cover a maintenance period of 24 months following successful completion of the warranty period.
Option to Extend Hardware Maintenance Period	For the purchased Hardware, the Contractor grants to Canada an irrevocable option to extend the Hardware Maintenance Period by 6 one-year periods. These option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Class of Maintenance Service	On-Site Maintenance Service
Principal Period of Maintenance (PPM)	24 hours per day
Toll-free Telephone Number for Maintenance Service	<i>[to be completed with information from the Contractor at the time of award]</i>
Website for Maintenance Service	<i>[to be completed with information from the Contractor at the time of award]</i>

7.17 Delivery-Specific Deliverable Substitutions of Hardware

7.17.1 If the Contractor is unable to provide a specific item of Hardware ordered under the Contract and wishes to offer a substitute in respect of that order, the Contractor must submit a request to the Contracting Authority together with a certificate that the proposed substitute item meets or exceeds the specification(s) of the existing product being substituted and the price for the substitute product must not exceed:

- (a) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;

(b) the current published list price of the substitute product, minus any applicable Government discount;
or

(c) the price at which the substitute product is generally available for purchase,

whichever is the lowest.

7.17.2 The substitute item must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution is acceptable. Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada.

7.17.3 The ability to propose a substitute for a specific delivery does not relieve the Contractor of its obligation to make delivery within the period set out in the Contract, regardless of whether or when the proposed substitution is approved.

7.18 Extension of Existing Product Line

7.18.1 During the Contract Period, if technological improvements have been made to the products available for purchase under the Contract, the Contractor may propose new products that are an extension of an existing product line or the "next generation" of an existing product line that meet or exceed the specification(s) of existing products under the Contract, if the price for the new product does not exceed:

- a. the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract plus 5%;
- b. the current published list price of the substitute product, minus any applicable Government discount;
or
- c. the price at which the substitute product is generally available for purchase,

whichever is the lowest.

7.18.2 The proposed new product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).

7.18.3 Whether or not to accept or reject a proposed new product is entirely within the discretion of Canada. If Canada does not accept a proposed new product that is proposed to replace an existing product, the Contractor must continue to deliver the original product. If accepted, the addition of the new product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new product to the Contract.

7.18.4 No new products will be included in the Contract until one year after the Contract is awarded.

7.19 Licensed Software

7.19.1 With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ [this information will be completed at contract award using information in the Contractor's bid]
Type of License being Granted	Entity/Perpetual License
Entity Licensed	The Entity Licensed is the Client.
Delivery Location	National Capital Region
Media on which Licensed Software must be Delivered	The Contractor must deliver all Licensed Software on CD-ROM or Internet Download media.

Software Warranty Period	12 months from date of acceptance
Source Code Escrow Required	No

7.19.2 On-going Maintenance of Software Code: The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or “build” originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or “build” of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

7.20 Licensed Software Maintenance and Support

7.20.1 With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	A firm requirement exists for a quantity of 2 twelve month Maintenance periods with options for an additional 6, 12 month periods.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 6 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Hours for Providing Support Services	The Contractor's personnel must be available 24 hours a day, and 365 days per annum at the site where the Licensed Programs are installed.
Contractor must provide On-site Support Services	Yes
Contractor must provide Swift Action Tactical (SWAT) services	No
Contractor must keep track of software releases for the purpose of configuration control	No
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: 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. <i>Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.</i>
Website	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

	<p>Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99.95% of the time. The Contractor's website address for web support is _____.</p> <p><i>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p>
Language of Support Services	The Support Services must be provided in English,

7.21 Training

7.21.1 Providing Training: The Contractor must provide Canada with user training as requested in a Task Authorization issued by Canada on an as-and-when requested basis specified in section 6.0 of the SOR.

7.22 Professional Services - General

7.22.1 The Contractor must provide professional services on request as specified in this Contract.

All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

7.22.2 If the Contractor fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

7.23 Safeguarding Electronic Media

7.23.1 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.

7.23.2 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.

7.24 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.

7.25 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment,

documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.26 Transition Services at end of Contract Period

The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

7.27 Termination for Convenience

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

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
 - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is un-liquidated at the date of the termination.

ANNEX A

STATEMENT OF REQUIREMENTS

The Statement of Requirements is attached as a separate document.

Draft

ANNEX B
BASIS OF PAYMENT

Table 1			
Initial Requirement			
<p>The Contractor must provide a commercially off-the-shelf (COTS) Solution to be incorporated with the existing Data Warehouse Environment consisting of a primary site having 5 separate environments including a Sandbox, Development & Test, Pre-Production and Production and a Disaster Recovery site at the undernoted capacities. The Solution must include all hardware, software, licenses, integration services and connectivity requirements.</p>			
Item No.	Description	Capacity	Firm All Inclusive Price
1	Sandbox	1 TB and 3 con users	\$ _____
2	Development and Test	6 TB and 10 Con users	\$ _____
3	Pre-production	100 TB and 25 con users	\$ _____
4	Production	100 TB and 50 con users	\$ _____
5	Disaster Recovery	100 TB and 50 con users	\$ _____

Table 2			
Firm Requirement			
The Contractor must provide maintenance and support on the Initial Requirement in Table 1 for the Year 2 and Year 3 following completion of 12 month warranty.			
Item No.	Description	Firm All Inclusive Monthly Rate	
		Initial Contract Period	
		Year 2	Year 3
1	Sandbox 1 TB and 3 con users	\$ _____	\$ _____
2	Development and Test 6 TB and 10 Con users	\$ _____	\$ _____
3	Pre-production 100 TB and 25 con users	\$ _____	\$ _____
4	Production 100 TB and 50 con users	\$ _____	\$ _____
5	Disaster Recovery 100 TB and 50 con users	\$ _____	\$ _____

Table 3

Optional Requirement – Maintenance and Support on the Initial Requirement

The Contractor must provide maintenance and support on an as and when requested on the Initial Requirement for the remaining 2 years of the 5 year contract period and option years.

Item No.	Firm All Inclusive Monthly Rate					
	Description	Initial Contract Period		Option Period		
		Year 4	Year 5	Option year 1	Option year 2	Option year 3
1	Sandbox 1 TB and 3 con users	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Development and Test 6 TB and 10 Con users	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Pre-production 100 TB and 25 con users	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Production 100 TB and 50 con users	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Disaster Recovery 100 TB and 50 con users	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Table 4

Optional Requirement for Scaling Capacity for “Sandbox” and “Development and Test” Environments

The Contractor must provide the following scaling capacity on an as and when requested basis from the original capacities of the Initial Requirement identified in Table 1 for the “Sandbox” and “Development and Test” Environments.

Item No.	Description	Firm All Inclusive Lot Price							
		Initial Contract Period					Option Period		
		Year 1	Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2	Option Year 3
Sandbox:									
1	From 1 TB and 3 con users to 5 TB and 5 con users	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	From 5 TB to 5½ TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	From 5 TB to 6 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	From 5 TB to 6 ½ TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	From 5 TB to 7 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	Scale per each additional ½ TB above 5 TB to a maximum of 10 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Development and Test:									
7	From 6 TB and 10 Con users to 20 TB and 10 con users	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Solicitation No. - N° de l'invitation
10029562/A
Client Ref. No. - N° de réf. du client
13-0444

Amd. No. - N° de la modif.
File No. - N° du dossier
CAB10029562

Buyer ID - Id de l'acheteur
CAB
CCC No./N° CCC - FMS No./N° VME

8	From 20 TB to 21 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9	From 20 TB to 22 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10	From 20 TB to 23 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11	From 20 TB to 24 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12	Scale per each additional 1 TB above 20 TB to a maximum of 30 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	In the event that scaling would include removal and replacement of a previously supplied existing capacity with a higher capacity version, Canada will be entitled to a credit in the amount of \$ _____.								

Table 5

Optional Requirement – Maintenance and Support on the Scaled Capacities in Table 4

The Contractor must provide maintenance and support on an as and when requested basis on the scaled capacities as identified in Table 4.

Firm All Inclusive Monthly Rate								
Item No.	Description	Initial Contract Period				Option Period		
		Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2	Option Year 3
	Sandbox:							
1	From 1 TB and 3 con users to 5 TB and 5 con users	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	From 5 TB to 5½ TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	From 5 TB to 6 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	From 5 TB to 6½ TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	From 5 TB to 7 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	Scale per each additional ½ TB above 5 TB to a maximum of 10 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Development and Test:							
7	From 6 TB and 10 Con users to 20 TB and 10 con	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8	From 20 TB to 21 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

9	From 20 TB to 22 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10	From 20 TB to 23 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11	From 20 TB to 24 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12	Scale per each additional 1 TB above 20 TB to a maximum of 40 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Table 6									
Optional Requirement for Scaling Capacity for Pre-Production, Production & Disaster Recovery Environments									
The Contractor must provide the following scaling capacity on an as and when requested basis from the original capacities of the Initial Requirement identified in Table 1 for the "Pre-Production", "Production" and "Disaster Recovery" Environments.									
Item No.	Description Scale for Pre-Production, Production and Disaster Recovery Environments	Firm All Inclusive Lot Price							
		Initial Contract Period					Option Period		
		Year 1	Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2	Option Year 3
1	From 100 to 200 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	From 200 to 250 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	From 250 to 300 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	From 300 to 350 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	From 350 to 400 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

6	From 400 to 450 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7	From 450 to 500 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8	From 500 to 550 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9	From 550 to 600 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10	From 100 to 300 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11	From 100 to 400 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12	From 100 to 500 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13	From 100 to 600 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
14	From 200 to 300 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15	From 200 to 400 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16	From 200 to 500 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
17	From 200 to 600 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
In the event that scaling would include removal and replacement of a previously supplied existing capacity with a higher capacity version, Canada will be entitled to a credit in the amount of \$ _____.									

Table 7								
Optional Requirement – Maintenance and Support on the Scaled Capacities in Table 6								
The Contractor must provide maintenance and support on an as and when requested basis on the scaled capacities as identified in Table 6.								
Item No.	Description Scale for Pre-Production, Production and Disaster Recovery Environments	Firm All Inclusive Monthly Rate Price						
		Initial Contract Period				Option Period		
		Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2	Option Year 3
1	From 100 to 200 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	From 200 to 250 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	From 250 to 300 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	From 300 to 350 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	From 350 to 400 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	From 400 to 450 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7	From 450 to 500 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8	From 500 to 550 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9	From 550 to 600 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

10	From 100 to 300 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11	From 100 to 400 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12	From 100 to 500 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13	From 100 to 600 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
14	From 200 to 300 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15	From 200 to 400 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16	From 200 to 500 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
17	From 200 to 600 TB	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Table 8				
Optional Requirement – Technical Services				
The Contractor must provide technical resources on an as and when required basis in the event that Canada requires assistance for integration, operation and modification to the Solution at any time during the life of the Contract.				
Description	Firm Diem Rate			
Integration and Technical Services	Initial Contract Period	Option Year 1	Option Year 2	Option Year 3
Firm Diem Rate to provide Integration and Technical Services	\$ _____	\$ _____	\$ _____	\$ _____

Table 9

Optional Requirement – Training

The Contractor must provide training courses for all components of the Solution to be provided on an as and when required basis in the event that Canada requires training assistance for integration, operation and modification to the Solution at any time during the life of the Contract.

Item No.	Description	Firm Price Per Course			
		Initial Contract Period	Option Year 1	Option Year 2	Option Year 3
1	Course # 1	\$ _____	\$ _____	\$ _____	\$ _____
2	Course # 2	\$ _____	\$ _____	\$ _____	\$ _____
3	Course # 3	\$ _____	\$ _____	\$ _____	\$ _____
4	Course # 4	\$ _____	\$ _____	\$ _____	\$ _____
5	Course # 5	\$ _____	\$ _____	\$ _____	\$ _____

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

The SRCL is attached as a separate document.

Draft

ANNEX D

TASK AUTHORIZATION FORM

Title:		Contract Number:
Contractor's Name and Address:		Task Authorization (TA) No.
		Total Estimated Cost of Task (HST extra): \$ _____
Security Requirements: This task includes security requirements No _____ Yes _____ If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract.		
For Revision only		
TA Revision Number, if applicable	Total Estimated Cost of Task (HST extra) before the revision \$ _____	Increase or Decrease (HST extra) as applicable \$ _____
Start of the Work for a TA: Work cannot commence until a TA has been authorized in accordance with the conditions of the Contract.		
1. Required Work:		
A. Task Description of the Work required: as follows _____ ; see attached _____		
B. Required Delivery Date		
C. Cost of Task		
* Rates are based on Annex B, Basis of Payment, of the Contract.		
D. Method of Payment		
<input type="checkbox"/> One payment following completion and acceptance of all the Work. <input type="checkbox"/> Milestone payments as set out in the attached Schedule of Milestones. <input type="checkbox"/> Progress payments.		

2. Authorization

By signing this TA, the authorized clients and the Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the Contract.

Technical Authority
(authorized client)

Signature

Date

SSC Contracting Authority

Signature

Date

3. Contractor's Signature

Name and title of individual authorized to sign on behalf of the Contractor

Signature

Date

FORM 1

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

<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder [<i>check the box that applies</i>]:</p>	
	<p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p>	
	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
	<p>(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</p>	
	<p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>	
<p>Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>		
<p>Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</p>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
<p>Signature of Authorized Representative of Bidder</p>		

Form 2

OEM Certification Form

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OEM _____

Signature of authorized signatory of OEM _____

Print Name of authorized signatory of OEM _____

Print Title of authorized signatory of OEM _____

Address for authorized signatory of OEM _____

Telephone no. for authorized signatory of OEM _____

Fax no. for authorized signatory of OEM _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

Form 3

Software Publisher Certification Form

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

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

[Bidders should add or remove lines as needed]

Form 4

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 _____