

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0A1 / Noyau 0A1

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet Point of Sale (POS) system	
Solicitation No. - N° de l'invitation 21120-144110/A	Date 2013-12-18
Client Reference No. - N° de référence du client csc po # 1944110	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZM-608-26722	
File No. - N° de dossier 608zm.21120-144110	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-31	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kelly, James	Buyer Id - Id de l'acheteur 608zm
Telephone No. - N° de téléphone (819) 956-5701 ()	FAX No. - N° de FAX (819) 956-1207
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA 340 LAURIER AVE W. OTTAWA Ontario K1A0P9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Informatics Professional Services Division / Division des
services professionnels en informatique

11 Laurier St., / 11, rue Laurier

3C2, Place du Portage

Gatineau

Québec

K1A 0S5

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

BID SOLICITATION POINT OF SALE SOLUTION FOR CORRECTIONAL SERVICE CANADA

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csc po # 1944110

608zm21120-144110

List of Annexes to the Resulting Contract:

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

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

- Attachment 4.1: Bid Evaluation Criteria
- Attachment 4.2: Pricing Schedule

Forms:

- Form 1 - Bid Submission Form
- Form 2 - OEM Certification Form
- Form 3 - Software Publisher Certification Form
- Form 4 - Software Publisher Authorization Form

BID SOLICITATION FOR POINT OF SALE SOLUTION FOR CORRECTIONAL SERVICE CANADA

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The annexes include the Statement of *Requirement* and any other annexes.

1.2 Summary

This bid solicitation is being issued to satisfy the requirement of Correctional Service Canada (the "**Client**") for a commercially available Point of Sale Solution (the "POS Solution") to be deployed at approximately 85 Client sites across Canada. It is intended to result in the award of a contract for one year, plus 6 one-year irrevocable options allowing Canada to extend the term of the contract.

The required POS Solution must include the Licensed Software, Hardware, software and hardware warranty, software maintenance and support, and documentation. Training, training materials, and professional services must also be provided. All parts of the POS Solution must be available to the Client users 24 hours a day, 7 days a week, 365 days a year, in English and French, and operate at all times in accordance with the Statement of Requirement .

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

There is no a security requirement associated with this procurement.

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For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

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

1.3 Debriefings

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

1.4 Conflict of Interest

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

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Cistel

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: one hundred and eighty (180) days

2.2 Submission of Bids

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

2.3 Former Public Servant

- (a) Information Required

Contracts awarded to 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 the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.
- (b) Definitions

For the purposes of this clause, *"former public servant"* is any 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. A former public servant may be:
 - an individual;
 - an individual who has incorporated;
 - a partnership made of former public servants; or
 - a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"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

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payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means 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 Canada Pension Plan Act, R.S., 1985, c.C-8.

(c) Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

(d) Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as

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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.

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

If bidders consider that the specifications or Statement of Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (6 hard copies) and 1 soft copies on CD, DVD)
- (ii) Section II: Financial Bid (1 hard copies) *and* 1 soft copies on CD, DVD)
- (iii) Section III: Certifications (1 hard copies)

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

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

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

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

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

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

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

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

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- (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

(e) **Joint Venture Experience:**

Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

3.2 Section I: Technical Bid

(a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Attachment 4.1 - Bid Evaluation Criteria, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 4.1 - Bid Evaluation Criteria, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iii) **Résumés for Proposed Resources:** The technical bid must include résumés for the resources identified in Attachment 4.1 - Bid Evaluation Criteria. The same individual must not be proposed for more than one resource category. The Technical Bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:

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- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
- (B) For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
- (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.
- (D) For work experience, 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, Canada will disregard any information about experience if the individual's résumé does not include the relevant date(s) (month and year) 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 Canada, the technical bid 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, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

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

- (A) The Bidder must provide customer references who must each confirm, if requested by PWGSC, *that the Bidder has successfully implemented a POS Solution that:*
 - (1) Includes Inventory, Account, Sales, and Reporting functions as described in section 4 of the SOR;
 - (2) Includes POS Office and Back Office functions as describes in section 5 of the SOR;
 - (3) Includes POS CPU, Touch Screen Monitor, Scanner, and Receipt Printer hardware as described in Section 6 of the SOR, and.
 - (4) Has been completed in the last ten (10) years.
- (B) The form of question to be used to request confirmation from customer references is as follows:

[Sample Question to Customer Reference: "Has the bidder provided your organization with a POS Solution that :

 - (1) Includes Inventory, Sales, and Reporting functions as described in section 3 of the SOR;
 - (2) Includes POS Office and Back Office functions as describes in section 4 of the SOR;
 - (3) Includes POS CPU, Touch Screen Monitor, Scanner, and Receipt Printer hardware as described in Section 5 of the SOR, and.
 - (4) Has been completed in the last ten (10) years.

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See attached SOR references”

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

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

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

- (C) For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.
- (D) Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.
- (v) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed POS Solution. See Annex C for the suggested format to provide this information.

3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 4.2. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables. For the prices identified in Table 1:
 - (i) The Firm Unit Price of Item No. 1 - POS Bundle and Item No. 2 - Optional Additional POS Bundle(s) must be the same;
 - (ii) The Ext.. Price of Item No. 4 must not exceed 10% of the Ext. Price of Item No. 2, and
 - (iii) The Ext. Price of Item No. 5 must not exceed 10% of the Ext. Price of Item No. 2.
- (b) **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
 - (i) the rate bid must not increase by more than 5% from one time period to the next, and
 - (ii) the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **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.
- (d) **Blank Prices:** Bidders are requested to insert “\$0.00” for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as “\$0.00” for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add

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

(b) SACC Manual Clauses:

(i) C3011T (2010-01-11), Exchange Rate Fluctuation.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

4.2 Technical Evaluation

- (a) **Mandatory Technical Criteria:**
- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that are identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
 - (ii) The mandatory requirements are described in Attachment 4.1 - Bid Evaluation Criteria.
- (b) **Point-Rated Technical Criteria:**
- Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 4.1 - Bid Evaluation Criteria.
- (c) **Customer Reference Checks:**
- (i) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders within a 72-hour period using the e-mail address provided in the bid. Canada will

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not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.

- (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.
 - (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
 - (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
 - (v) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders to be recommended for contract award.
- (d) **Proof of Proposal Test for Top-Ranked Bid:**
- (i) Through the Proof of Proposal (PoP) test, Canada may, but will have no obligation to, test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical requirements described in Annex A. The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in Annex A, or the PoP test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in Annex A (it is within the Contracting Authority's sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoP test.
 - (ii) The Bidder must deliver to the location selected in paragraph (i) above, at no cost to Canada, one POS Bundle and one POS Weigh Scale as described in Annex A section 6.0 - POS Bundles for the POP test. Canada will provide a CSC Desktop which uses Microsoft Windows 7 for testing of the POS Back Office Software. The synchronization between the POS Inventory and the FSIMS inventory in Oracle database on a Windows server will NOT be tested during the POP test. The POS Bundle and Weight Scale will be returned to the Bidder upon completion of the POP test.
 - (iii) After being notified by the Contracting Authority, the Bidder will be given a maximum of 7 working days to start the installation of the proposed solution. The installation must be completed and functional within 5 working days of the Bidder starting the installation (7.5 hrs/day during normal working hours, to be determined by the Contracting Authority). Canada will then conduct the PoP test. At least 1 representative of the Bidder must be present during the PoP test to answer any questions that may arise during testing. Up to

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3 representatives of the Bidder may be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within 5 working days

- (iv) 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.
- (v) In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.
- (vi) If, during the initial installation of the software for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Schedule in Attachment 4.2 completed by the bidders.

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

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

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

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for a specific Resource Category). If Canada requests price support, it will be requested from all compliant bidders proposing a rate that is at least 20% lower than the median rate bid by all compliant bidders for the relevant Resource Category or Categories. Where Canada requests price support, the following information is required:

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals

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at arm's length) for services performed for that customer similar to the services that would be provided in the relevant Resource Category, where those services were provided for at least three months within the twelve months prior to the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;

- (ii) in relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Requirement 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 Requirement 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 Requirement in this bid solicitation);
- (iii) in respect of each contract for which an invoice is submitted as substantiation, a resume for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada can verify any information provided by the Bidder .

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

4.4 Basis of Selection

- (a) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required minimum of 99 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 198 points.
- (b) The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 60 while the greatest possible Total Financial Score is 40.
 - (i) Calculation of Total Technical Score: The Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:

$$\frac{\text{Technical Score}}{\text{Maximum Technical Points (Bidders, please refer to the maximum technical points in Attachment 4.1 -Bid Evaluation Criteria)}} \times 60 = \text{Total Technical Score}$$
 - (ii) Calculation of Total Financial Score: The Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:

$$\frac{\text{Lowest Financial Evaluated Price}}{\text{The Bidder's Financial Evaluated Price}} \times 40 = \text{Total Financial Score}$$

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(iii) Calculation of the Total Bidder Score: The Total Bidder Score will be computed for each responsive bid in accordance with the following formula:

$$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$

- (c) In the event of identical Total Bidder Scores occurring, then the bid with the highest Total Financial Score will be ranked higher.
- (d) A maximum of one contract may be awarded in total as a result of this solicitation.
- (e) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

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PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract. The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.1 Mandatory Certifications Required Precedent to Contract Award

- (a) **Code of Conduct and Certifications - Related documentation:** By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

- (b) *Federal Contractors Program for Employment Equity- Bid Certification*

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2 Professional Services Resources

- (a) By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (b) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting Contract.
- (c) If the Bidder 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

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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.

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

Any equipment and software bid to meet this requirement must be “off-the-shelf” (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the equipment and software bid is off-the-shelf.

5.4 OEM Certification

- (a) 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.
- (b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

5.5 Software Publisher Certification and Software Publisher Authorization

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

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- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

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

6.2 Financial Capability

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirement, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) supplying the purchased Hardware;
 - (ii) providing the Hardware Documentation;
 - (iii) granting the license to use the Licensed Software described in the Contract;
 - (iv) providing the Software Documentation;
 - (v) providing maintenance and support for the Licensed Software during the Software Support Period;
 - (vi) providing professional services, as and when requested by Canada;
 - (vii) providing training, as and when requested by Canada,
- to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "**Client**" is Correctional Services Canada.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Project Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes the Hardware, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred);
 - (ii) "**Bug Fixes**" means a temporary work-around, patch, or bypass to update the program code to correct errors or defects.
 - (iii) "**Enhancement**" also often referred to as an "**interim release**" means an interim release version of the Licensed Software, which is often documented by adding a further decimal and digit to the version or release number (e.g., V.X.X.2 would be the next enhancement after V.X.X.1).
 - (iv) "**Error**" means any software instructions or statement contained in (or absent from) the Licensed Program that, by its presence or absence, prevents the Licensed Software from operating in accordance with the Specifications.

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- (v) **"Extensions"** means an update to the Licensed Software that extends the features, functionality or performance of the Licensed Software program code, regardless of whether the Contractor refers to it as an "extension".
- (vi) **"New Release"** means a system release, a version release, and interim release of the Licensed Software, regardless of whether the Contractor refers to it as a "new release".
- (vii) **"Renames"** means an upgrade to the Licensed Software where the product name is changed, but the new software product has similar features and functionality as the Licensed Software, regardless of whether the Contractor refers to it as a "rename".
- (viii) **"Service Releases"** means a release of the Software which is designed to operate on designated combinations of computer hardware and operating systems. A new System Release typically will be indicated by the addition of one (1) to the first digit of the release number (e.g. v.2.X.X would be the next System Release after v.1.X.X).
- (ix) **"Software Patches"** means an engineering fix to a problem that may be incorporated into a new release to update the Licensed Software in order to improve or correct errors or defects in the program code.
- (x) **"Technical Support Organization"** ('TSO') means those Contractor product specialists who make available technical support to Contractor's Clients who have contracted for and are current under Contractor's Maintenance Services.
- (xi) **"Upgrades (major)"** means an update to the Licensed Software to add, extend, enhance and/or improve the existing features, functionality and/or performance of the program code, which is documented by a version or build number change to the left of the first decimal (e.g., Product X Version 1.3 changes to Product 2.0 or Product X Version 1.1.5 changes to Product X Version 2.0.0), regardless of whether the Contractor refers to it as a "major upgrade".
- (xii) **"Upgrades (minor)"** means an update to the Licensed Software to add, extend, enhance and/or improve the existing features, functionality and/or performance of the program code, which is documented by a version or build number change to the right of the first decimal (e.g., Product X Version 1.0 changes to Product X Version 1.1 or Product X Version 1.0.0 changes to Product X Version 1.0.1), regardless of whether the Contractor refers to it as a "minor upgrade".
- (xiii) **"Version Release"** means a release often involving a limited number of new or enhanced features or functionality or features and error corrections, which is often documented by adding a second digit after the release number (e.g., V.X.2.X would be the next version release after V.X.1.X).

7.2 Optional Goods and/or Services

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

7.3 Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until an authorized TA has been received by the Contractor. The

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Contractor acknowledges that any work performed before an authorized TA has been received will be done at the Contractor's own risk.

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

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

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

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

To be validly issued, a TA must include the following signatures:

- (i) For any TA, inclusive of revisions, with a value less than or equal to \$75,000.00 (including Applicable Taxes), the TA must be signed by the Project Authority; and
- (ii) For any TA with a value greater than this amount, a TA must be signed by the Project Authority and Contracting Authority.

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Any TA that does not bear the appropriate signature(s) 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 subarticle (i) above; any suspension or reduction notice is effective upon receipt.

(e) **Periodic Usage Reports:**

- (i) 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.

- (ii) 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 15 calendar days after the end of the reporting period.

- (iii) 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 and level 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.).

- (iv) 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.

- (f) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.

7.4 Minimum Work Guarantee

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- (a) In this clause,
- (i) **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding GST/HST); and
 - (ii) **"Minimum Contract Value"** means 5% of the Maximum Contract Value on the date the contract is first issued.
- (b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
- (i) for default;
 - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - (iii) for convenience within ten business days of Contract award.

7.5 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.

(a) **General Conditions:**

- (i) 2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

The text under Subsection 04 of Section 41 – Code of Conduct and Certifications of 2035 referenced above is replaced by:

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

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4001 (2013-01-28), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- (ii) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (iii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- (iv) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;

apply to and form part of the Contract.

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7.6 Contract Period

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

7.7 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
 Title: _____
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

(b) Project Authority

The Project Authority for the Contract is:

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work.

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Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(c) **Contractor's Representative**

(Fill in or delete as applicable)

7.8 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.9 Payment

(a) **Basis of Payment**

- (i) **POS Bundle(s):** For providing the POS Bundle(s) (including the Hardware, licence(s) to use the Licensed Software, delivery, installation, integration and configuration of the Licensed Software and Hardware, software and hardware warranty, Licensed Software maintenance and support, and documentation) in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, GST/HST extra.

Estimated Cost: \$_____

- (ii) **Optional Hardware Extended Warranty:** for extension of the Hardware warranty period(s) if Canada exercises its option to extend the Hardware warranty period(s), Canada will pay the Contractor, in advance, the firm annual price(s) set out in Annex B, FOB destination, including all customs duties, GST/HST extra.

Estimated Cost: \$_____

- (iii) **Optional Software Maintenance and Support:** For maintenance and support of the Licensed Software after the Licensed Software maintenance and support period, if Canada exercises its option to extend the Licensed Software maintenance and support period, Canada will pay the Contractor, in advance, the firm annual price(s) set out in Annex B, FOB destination, including all customs duties, GST/HST extra.

Estimated Cost: \$_____

- (iv) **Optional Additional POS Bundle(s):** For additional POS Bundle(s) (including the Hardware, licence(s) to use the Licensed Software, delivery, installation, integration and configuration of the Licensed Software and Hardware, software and hardware warranty, Licensed Software maintenance and support, and documentation) in accordance with the Contract, if Canada exercises its option, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, GST/HST extra.

Estimated Cost: \$_____

- (v) **Optional POS Weigh Scales:** For providing POS Weigh Scales (including all necessary equipment, software, cabling, components, installation and configuration) in accordance with

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the Contract, if Canada exercises its option, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, GST/HST extra.

Estimated Cost: \$ _____

- (vi) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ _____

- (vii) **Applicable Taxes:** Estimated Cost: \$ _____

- (viii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

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

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

(b) **Limitation of Expenditure**

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any applicable GST or HST. With respect to the amount set out on page 1 of the Contract, Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

(A) it is 75 percent committed, or

(B) 4 months before the Contract expiry date, or

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(C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

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

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

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

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

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

- (i) Canada will pay the Contractor in advance for the optional software maintenance and support services and the extended warranty services if:
- (A) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (B) All such documents have been verified by Canada.
- (ii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

(f) **Payment Credits**

- (i) **Late Delivery:** If the Contractor does not deliver the deliverables or perform the services within the time specified in the Contract, the Contractor must provide a credit to Canada of \$500.00 for each calendar day of delay up to a maximum of 10 days, subject to the limitation that the total amount of liquidated damages will not exceed 10% of the price of the Work delivered late.
- (ii) **Professional Services:** If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.
- (iii) **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.
- (iv) **Termination for Failure to Meet Minimum Service Levels:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with

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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.

- (v) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period, including during implementation.
- (vi) **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.
- (vii) **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.
- (viii) **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.
- (ix) **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.
- (g) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
 - (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
 - (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.10 Invoicing Instructions

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

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with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

- (d) The Contractor must provide the original of each invoice to the Project Authority and a copy to the Contracting Authority.

7.11 Certifications

- (a) Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.12 Federal Contractors Program for Employment Equity - Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

7.13 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)

7.14 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - (i) 4001;
 - (ii) 4003;
 - (iii) 4004;
 - (iv) 4006;
- (c) general conditions 2035, (2013-06-27);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Software List;
- (g) Annex D, Task Authorization Form;
- (h) the signed Task Authorizations (including all of their annexes, if any);
- (i) Certification Forms 2, 3 and 4;
- (j) Form of performance guarantee, a separate agreement to be signed by _____ in accordance with the Article entitled "Performance Guarantee";

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Note to Bidders: A performance guarantee might be required, for example, as a result of the financial capability review of the Bidder. If a performance guarantee is not required, this sub-article will be deleted at the time of contract award. If the bid solicitation makes the performance guarantee a condition precedent to the award of the contract, it does not need to be included as an annex or listed in the order of priority of documents, because it will already have been signed before contract award.

- (k) the Contractor's bid dated _____ (insert date of bid), as amended _____ (insert date(s) of amendment(s) if applicable), 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.

7.15 Foreign Nationals (Canadian Contractor)

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

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

7.15 Foreign Nationals (Foreign Contractor)

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

7.16 Insurance Requirements

- (a) **Compliance with Insurance Requirements**

- (i) The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- (ii) The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- (iii) The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor 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 the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

- (b) **Commercial General Liability Insurance**

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- (i) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- (ii) The Commercial General Liability policy must include the following:
 - (A) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (B) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (C) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (D) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (E) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (F) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (G) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (H) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (I) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (J) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (K) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (L) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (M) Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

(c) **Errors and Omissions Liability Insurance**

- (i) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- (ii) If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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- (iii) The following endorsement must be included:
- (iv) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

7.17 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
 - (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
 - (ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
 - (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

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If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) **Third Party Claims:**

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

7.18 Joint Venture Contractor

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

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

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

7.19 Hardware

(a) With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
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 Location	See Statement of Requirement
Installation Site	See Statement of Requirement
Delivery Date	Within 10 days of Contract award. For options, within 20 days of request by Canada.
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	all Hardware Documentation must be provided in English and in Canadian French.
Format and Medium on which Hardware Documentation must be Delivered	Printed hard copy
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	No
Minimum Availability Level for Hardware	No
Hardware Warranty Period	12 Months, plus any period (to a maximum of 3 additional one-year periods) during which Canada has exercised its option to extend the Contract and the Warranty Period. 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.

7.20 Termination for Convenience for Software Maintenance and Support Services

Notwithstanding the Termination for Convenience provisions contained at Section 30 of 2035 - General Conditions - Higher Complexity - Services, the parties agree that in the event of termination of services for the convenience of Canada for which an advance payment has been made, charges up to the date of termination will be calculated on a prorata basis of a twelve month year and a thirty day month. The Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.

7.21 Licensed Software

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

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ [this information will be completed at contract award using information in the Contractor's bid]
Type of License being Granted	Device License
Number of Devices Licensed	10
Option to Purchase Licenses for Additional Devices	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Devices at the price set out in Annex B on the same terms and conditions as the initial Device licenses granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Language of Licensed Software	The Licensed Software must be delivered in both Canadian French and English.
Media on which Licensed Software must be Delivered	Internet Download
Software Warranty Period	12 Months
Source Code Escrow Required	No

(b) **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.

7.22 Licensed Software Maintenance and Support

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

Software Support Period	The Software Support Period is the Contract Period
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licenses supported under the Contract.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 6 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Contractor must provide On-site Support Services	No
Contractor must provide Swift Action Tactical (SWAT) services	No
Contractor must install Software Error	Yes

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corrections and Maintenance Releases and upgrades		
Contractor must keep track of software releases for the purpose of configuration control	Yes	
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____</p> <p>Toll-free Fax Access: _____</p> <p>Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p><i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p>	
Website	<p>In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____.</p> <p><i>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p>	
Language of Support Services	The Support Services must be provided in both Canadian French and English, based on the choice of the User requesting support.	

7.23 Training

- (a) **Providing Training:** The Contractor must provide training as and when requested by Canada in accordance with Annex A which includes providing all training materials required to conduct the training sessions. Training will be requested through the issuance of Task Authorizations in accordance with the Contract.
- (b) **Providing Software Training:**
- (i) The Contractor must provide classroom training on the software products that form part of the POS Solution on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.
 - (ii) The training must be provided at the location identified in the Task Authorization.
 - (iii) The training must be available within 15 working days of the Task Authorization being issued.
 - (iv) The training, including both the instruction and the course materials, must be provided in Canadian English. Before providing any training, at least 10 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Project Authority for approval.

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7.24 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the 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.
- (b) If the Contractor fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Project Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (c) In General Conditions 2035, Article 08 is deleted and the following applies instead:
 - (i) If a specific individual is identified in the Contract to perform the Work, the Contractor must provide his or her services within ten working days of the issuance of the Contract or full execution of the Task Authorization (whichever first contains instructions for that individual to commence Work) unless the Contractor is unable to do so due to the sickness, death, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of the individual.
 - (ii) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, within five working days of the departure of an existing resource (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) the Contractor must provide to the Contracting Authority:
 - (A) the name, qualifications and experience of a proposed replacement immediately available for work; and
 - (B) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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

7.25 Safeguarding Electronic Media

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

7.26 Representations and Warranties

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

7.27 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Project 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.

7.28 Performance Guarantee

It is a condition of the Contract that the Contractor provide to Canada an unconditional and irrevocable guarantee of the performance and fulfillment of each and every obligation of the Contractor under the Contract. This guarantee must be in the form set out in Annex ____ (to be provided at contract award) and be executed under seal (if required by Canada) by _____. If the Contractor does not deliver the fully executed guarantee within 10 working days of the Contract being awarded, Canada may immediately terminate the Contract for default and will have no liability to the Contractor for any of the Work performed before that termination. Obtaining and delivering the signed guarantee within the time required is the sole responsibility of the Contractor.

Note to Bidders: This article will only be included if Canada determines that a performance guarantee (for example, from a parent company) is required in connection with an evaluation of the Bidder's financial capability. The name of the guarantor will be completed at the time of contract award.

7.29 Termination for Convenience

With respect to Article 30 of General Conditions 2035, if applicable, or Article 32 of 2030, if applicable, subarticle 4 is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

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

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

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ANNEX A

STATEMENT OF REQUIREMENT

(Insert if applicable)

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ANNEX B

BASIS OF PAYMENT

Item No.	Description	OEM Brand Name and Part Number	Specification - Attach Specification Sheet	Qty (E)	Firm Unit Price (F)
1	POS Bundle - IAW Annex A (including 12 month software and hardware warranty, hardware and software maintenance and support):			10	TBD
	Personal Computer (PC)				
	Touch Screen Monitor				
	Scanner				
	Receipt Printer				
	Universal Power Supply (UPS)				
	Front Office Software				
	Back Office Software				
	Software and Hardware Documentation				
3	Optional Additional POS Bundle(s). Same configuration as item 1 above.			75	TBD
4	Optional POS Weigh Scales			28	TBD
5	Optional Hardware Extended Warranty (for up to 85 POS Bundles). In increments of one year.		Option Period 1:	85	TBD
			Option Period 2:	85	
			Option Period 3:	85	
6	Optional Hardware and Software Maintenance and Support (for up to 85 POS Bundles). In increments of one year.		Option Period 1:	85	TBD
			Option Period 2:	85	
			Option Period 3:	85	
			Option Period 4:	85	
			Option Period 5:	85	
			Option Period 6:	85	

Professional Services Rates:

Period	Firm Per Diem Rate- POS Developer	Firm Per Diem Rate- POS Specialist
Initial Contract Period (Yr. 1)	TBD	TBD
Option Period One - (Yr. 2)	TBD	TBD
Option Period Two - (Yr. 3)	TBD	TBD
Option Period Three - (Yr. 4)	TBD	TBD
Option Period Four - (Yr. 5)	TBD	TBD
Option Period Five - (Yr. 6)	TBD	TBD
Option Period Six - (Yr. 7)	TBD	TBD

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ANNEX C

SOFTWARE LIST

List of all software components, including version number, incorporated in the POS Solution

Software Name	Version Number

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ANNEX D

TASK AUTHORIZATION (TA) FORM				
CONTRACTOR		CONTRACT NUMBER:		
COMMITMENT #		FINANCIAL CODING:		
TASK NUMBER (AMENDMENT):		ISSUE DATE:	RESPONSE REQUIRED BY:	
1. STATEMENT OF WORK (WORK ACTIVITIES, CERTIFICATIONS AND DELIVERABLES)				
SEE ATTACHED FOR STATEMENT OF REQUIREMENT.				
2. PERIOD OF SERVICES:	FROM (DATE):	TO (DATE):		
3. WORK LOCATION:				
4. LANGUAGE REQUIREMENTS:				
5. OTHER CONDITIONS/CONSTRAINTS:				
6. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR PERSONNEL:				
7. CONTRACTOR'S RESPONSE:				
CATEGORY AND NAME OF PROPOSED RESOURCE	PWGSC SECURITY FILE NUMBER	PER DIEM RATE	ESTIMATED # OF DAYS	TOTAL COST
	ESTIMATED COST			
	GST/HST			
	TOTAL LABOUR COST			
FIRM PRICE OR MAXIMUM TA PRICE				
CONTRACTOR'S SIGNATURE				
Name, Title and Signature of Individual Authorized to Sign on behalf of Contractor (type or print)		Signature: _____ Date: _____		
7. APPROVAL - SIGNING AUTHORITY				
Signatures (Client) Name, Title and Signature of Individual Authorized to sign:		Signatures (PWGSC)		

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TASK AUTHORIZATION (TA) FORM			
CONTRACTOR		CONTRACT NUMBER:	
COMMITMENT #		FINANCIAL CODING:	
TASK NUMBER (AMENDMENT):		ISSUE DATE:	RESPONSE REQUIRED BY:
Project Authority: _____ Date: _____		Contracting Authority ¹ : _____ Date: _____	
¹ Signature required for projects valued at \$75,000. or more, Applicable Taxes included.			
You are requested to sell to her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.			

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ATTACHMENT 4.1

BID EVALUATION CRITERIA

ATTACHMENT 4.2**PRICING SCHEDULE****TABLE1:**

Item No.	Description	OEM Brand Name and Part Number	Specification - Attach Specification Sheet	Qty (E)	Firm Unit Price (F)	Ext. Price Col. (E) X (F)
1	POS Bundle - IAW Annex A (including 12 month software and hardware warranty, hardware and software maintenance and support):			10	(Insert firm unit price)	
	Personal Computer(PC)					
	Touch Screen Monitor					
	Scanner					
	Receipt Printer					
	Universal Power Supply (UPS)					
	Front Office Software					
	Back Office Software					
	Software and Hardware Documentation					
2	Optional Additional POS Bundle(s). Same configuration as item 1 above.			75	(insert firm unit price)	
3	Optional POS Weigh Scales			28	(insert firm unit price)	
4	Optional Hardware Extended Warranty (for up to 85 POS Bundles). In increments of one year. Three option years in total.			85	(Insert price per bundle for one year)	Ext. Price = Col. (E)x(F)x 3 years
5	Optional Software Maintenance and Support (for up to 85 POS Bundles). In increments of one year. Six option years in total.			85	(Insert price per bundle for one year)	Ext. Price = Col. (E)x(F)x 6 years
	Total Price - Table 1					

TABLE2:

Period	*Estimated Number of Days - POS Developer (B)	Firm Per Diem Rate- POS Developer (C)	*Estimated Number of Days - POS Specialist (D)	Firm Per Diem Rate- POS Specialist (E)	Total Cost Column (BxC) + (DxE)
Initial Contract Period (Yr. 1)	75	(insert firm per diem rate)	150	(insert firm per diem rate)	
Option Period One - (Yr. 2)	10	(insert firm per diem rate)	10	(insert firm per diem rate)	
Option Period Two - (Yr. 3)	10	(insert firm per diem rate)	10	(insert firm per diem rate)	
Option Period Three - (Yr. 4)	10	(insert firm per diem rate)	10	(insert firm per diem rate)	
Option Period Four - (Yr. 5)	10	(insert firm per diem rate)	10	(insert firm per diem rate)	

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Option Period Five - (Yr. 6)	10	(insert firm per diem rate)	10	(insert firm per diem rate)	
Option Period Six - (Yr. 7)	10	(insert firm per diem rate)	10	(insert firm per diem rate)	
Total Price - Table 2					

***Note:** The Estimate Number of Days is for evaluation purposes only and does not represent a commitment on the part of Canada to purchase services in these or any other amounts.

TOTAL BID PRICE (Equals Total Price Table1 + Total Price Table2)

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BIDDER FORMS

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. <i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i>	On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	

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Federal Contractors Program for Employment Equity (FCP EE) Certification: If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to: (a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or (b) submit a valid Certificate number confirming its adherence to the FCP-EE. Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation. For joint ventures, be sure to provide this information for each of the members of the joint venture.	On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i> :	
	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;	
	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;	
	(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR	
	(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]		
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]		
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
Signature of Authorized Representative of Bidder		

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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

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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Form 3

Software Publisher Certification Form

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

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

[bidders should add or remove lines as needed]

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

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

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Date signed	_____
Solicitation Number	_____
Name of Bidder	_____

STATEMENT OF REQUIREMENTS

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1 INTRODUCTION

Correctional Service Canada (CSC) has a requirement for a Point of Sale (POS) Solution to support the distribution of inventory to Federal Offenders and CSC Staff within its various Institutions across Canada. The POS Solution will be used to record transactions for the distribution of food items to Inmates in the Food Services Small Group Meal Preparation (SGMP) sites and non-food items (e.g. clothing, hygiene products, etc.) to Inmates and CSC Staff members within its Institutions.

2 BACKGROUND

Food Services are provided to over 15,000 offenders through Central Feeding units that are responsible for the central preparation of food for that site and its distribution to Inmate via cafeteria style, in-cell or bulk cart feeding and Small Group Meal Preparation (SGMP) units. In SGMP units, the Inmates are housed within independent living quarters of typically five to ten Inmates per living quarter who prepare their own meals. Inmates are responsible for their own meal plans, cooking, nutrition, sanitation, and cleaning. Food items are currently acquired by Inmates in a commissary style environment. It is in this environment that a new POS Solution is required.

Institutional Services is responsible for the management of Inmate and CSC Staff Clothing, Security Equipment, Occupational Clothing, Linens, Bedding and Personal Hygiene Products. It delivers these products and the related services to over 15,000 offenders and approximately 8,700 CSC Staff. The new POS Solution is required for the distribution of these products from inventory.

Refer to Appendix 'B' for a detailed breakdown of Food Services (SGMP) operations and Institutional Services operations by Region.

3 OBJECTIVES

The objectives of implementing a POS Solution at CSC are as follows:

1. Implement a standard POS Solution and related business processes nationally for all CSC institutions;
2. Improve the efficiency, effectiveness, and accuracy of POS processing through automation;
3. Provide reporting capabilities to Food Services and Institutional Services Managers for inventory, accounts and cost that are based on timely, concise, and accurate information;
4. Provide a front end to FSIMS to facilitate the distribution of inventory;
5. Make better use of inventory by monitoring the cost of goods issued within the CSC institutions;
6. Provide a tailored and flexible POS Solution to satisfy CSC's POS requirements; and

7. Reduce the number of POS legacy systems and the associated support and maintenance.

4 SCOPE

CSC will be implementing a new Food Services Information Management System (FSIMS) in the spring of 2014. FSIMS will be used to manage inventory for CSC Food Services and Institutional Services, and menus, recipes, and production scheduling and control for CSC Food Services.

The required POS Solution will be an extension of FSIMS and used to issue inventory to CSC inmates and staff. The Contractor must provide a complete and fully functional POS Solution that includes Hardware, Licensed Software, and Professional Services for implementation of the solution. The overall scope of the POS Solution is depicted below:

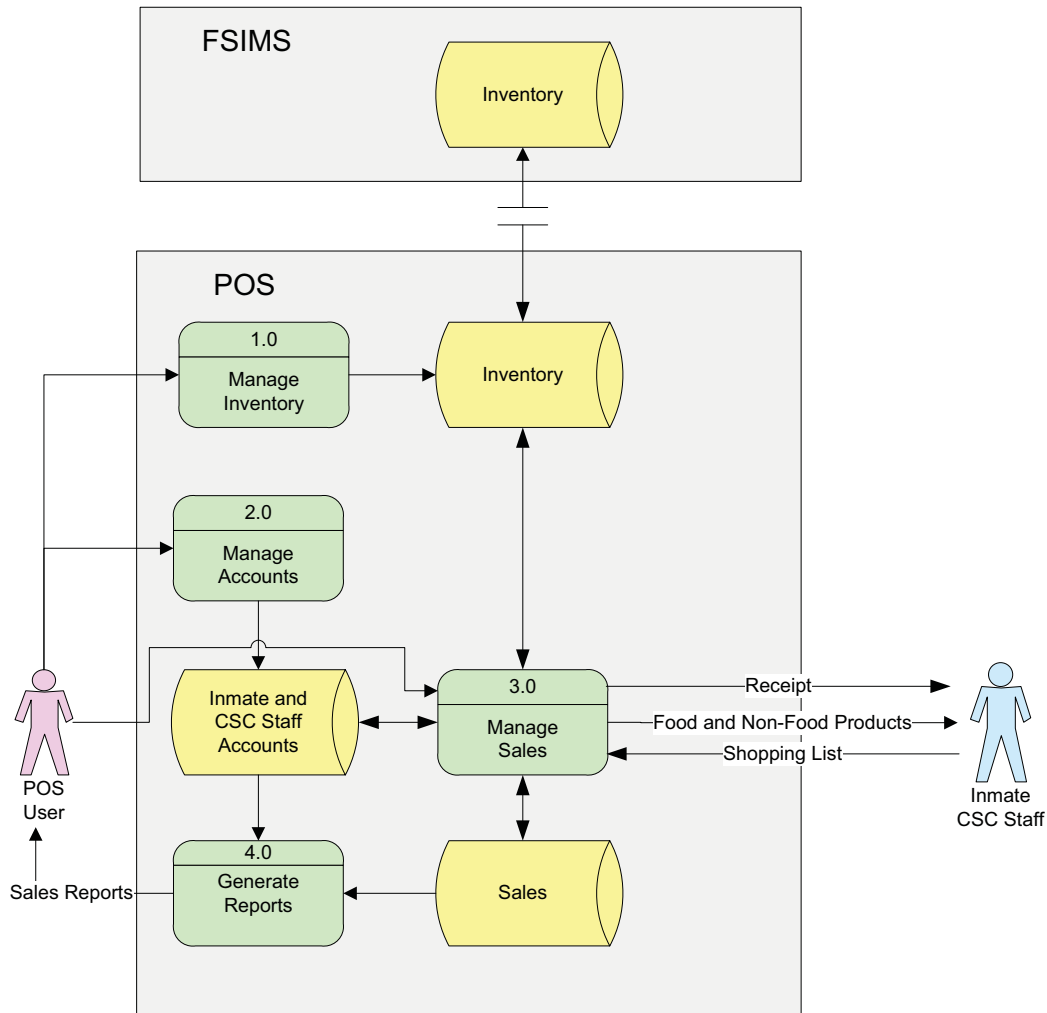


Figure 1 - POS Scope

Each of these major functions within the POS Solution is further described below.

1. Manage Inventory

- The institution's master inventory will be managed (i.e., ordered, received, stocked, etc.) within FSIMS, a copy for a subset of the inventory must reside within the POS Solution, and any transactions performed at the POS Solution must be synchronized with the FSIMS inventory as part of the end of day processing.
- The POS Solution must manage and inventory of up to 1000 items.
- The FSIMS Solution must manage the cost of inventory items. The POS Solution must manage pricing or discounting of these inventory items. The POS Solution must support multiple prices for a single inventory item, and manage profit and loss within each of the Food Services and Institutional Services operating units.
- As indicated by the broken line between the POS and FSIMS inventory databases in Figure 1 – *POS Scope*, the POS Back Office must work in an “offline” mode with respect to FSIMS for security reasons.
- For business continuity, the POS Front Office must operate independently with respect to Back Office functionality.

2. Manage Accounts

- The POS Solution must assign accounts to Inmates and CSC Staff to track the distribution of inventory items. Two types of accounts are required, “individual” and “group” accounts. The POS Solution must allow each Inmate living within SGMP housing unit to a per diem credit for food items (e.g.: \$5.00 per day) within their individual account. For multiple Inmates living in a housing unit, the POS Solution must roll up individual accounts into a “group” account (e.g. a polled credit for the group).
- The POS Solution must allow Inmates and CSC Staff to receive non-food inventory items on a quantity allocation basis (e.g., two shirts per year).
- The POS Solution must maintain account balances on a “declining balance” basis as inventory items are issues to Inmates and CSC Staff.

3. Manage Sales

- The POS Solution must be able to sell or scan out up to 6000 items a day.
- The POS Solution must allow Inmates at SGMP sites to complete a shopping list for the required inventory items. This shopping list must be generated from available inventory items. This shopping list must be entered into the POS Solution, and must be pre-picked prior to pick up.
- The POS Solution must also support inventory being taken directly “off the shelf” in a commissary environment.
- The POS Solution must scan out inventory at the POS Lane, reduce inventory levels, and debit account balances at the point of sale.

- The POS Solution must weigh and price products at the POS Lane for food products priced by weight.
- The POS Solution must print receipts for Inmates and CSC Staff as a record of the sales transaction.
- The POS Solution must include return, exchange, cancel, suspend and void functionality for transactions.

4. Generate Reports

- The POS Solution must report individual and group account balances, sales history, inventory velocity, and profit & loss for the Food Services and Institutional Services operating units as described in section 8.7 Reports.

5 POS Front Office and Back Office

The POS Solution must include Front Office and Back Office capability (as depicted in Figure 2).

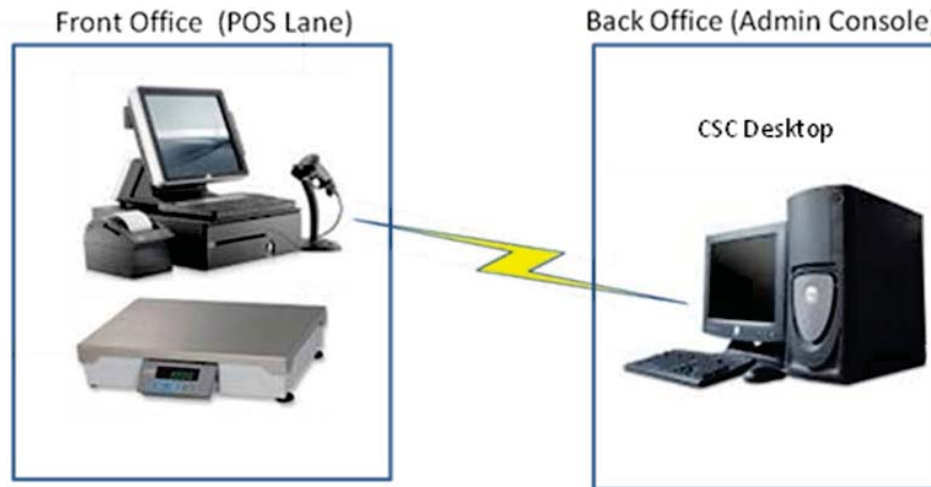


Figure 2 - POS Framework

The POS Front Office must operate as a POS Lane where goods are issued to Inmates and CSC Staff. The POS Lane must record all point of sale transactions (i.e., scanning out, scanning in, cancel and voids) for the distribution and return of inventory to and from Inmates and CSC Staff. From a Figure 1 – POS scope perspective, Manage Sales (3.0) is the Front Office functionality.

The POS Back Office must provide the functionality to create accounts, enter product/pricing information that is available for use by the POS Lane and for report generation. Therefore, the Back Office must also include administrative software that will run on a CSC-supplied desktop as defined in section 8.1 System.

The POS Back office must also have a copy of a subset of the FSIMS inventory, and reconcile this inventory data with FSIMS as part of “End of Day” processing.

From a Figure 1 – *POS scope* perspective, the Front Office will be used to Manage Sales (3.0), and the Back Office will be used to Manage Inventory (1.0), Manage Accounts (2.0) and Generate Reports (4.0).

6 POS Bundles

The Contractor must provide the POS Solution on a “bundled” basis as and when requested by Canada. The POS Bundle will be deployed at all Food Service SGMP and Institutional Service sites within CSC. Each POS Bundle must include the following components:

Component Type	Component
Front Office Hardware	Personal Computer (PC)
	Touch Screen Monitor
	Scanner
	Receipt Printer
	Universal Power Supply (UPS)
	Hardware Documentation
Licensed Software	POS Front Office Software
	POS Back Office Software

Table 1 - POS Bundles

In addition to the POS Bundles identified above, the Contractor must provide POS Weigh Scales for the SGMP sites identified in Appendix ‘B’. The POS Weigh Scale will be used for weighing items that are priced by weight.

The estimated maximum of POS Bundles required to fully deploy the POS Solution nationally is 85 and the minimum number of POS Bundles required is 10. The estimated number of weigh scales required is 28.

The Contractor must also provide staging services prior to the delivery of the POS Bundles to CSC’s institutions. These staging services include:

- Installing the POS Front Office Software on the Personal Computer (PC);
- Conducting an operational readiness test for the software and hardware; and
- Packaging the POS Solution including the Front Office Hardware, hardware documentation, and POS Back Office Software.

7 GENERAL REQUIREMENTS

7.1 SOFTWARE LICENSES

The Contractor must provide licences for the software. The total estimated number of device licences required is 170; 85 licences for the POS Front Office software and 85 licences for the POS Back Office Software. 10 Front Office and 10 Back Office Software licenses must be delivered within 10 days of Contract award. Upon approval from the Project Authority, the remaining licenses must be provided on an “as and when requested” basis as the POS Solution is being deployed nationally to CSC’s institutions. Appendix B provides a detailed site breakdown for the allocation of the POS bundles.

7.2 SOFTWARE SUPPORT AND MAINTENANCE

The Contractor must support and maintain the Licence Software as described in the Contract.

7.3 FRONT OFFICE HARDWARE

As described in Section 6 POS Bundles, the Contractor must provide POS Front Office hardware including a Personal Computer (PC), a Touch Screen Monitor, a POS Scanner, a POS Receipt Printer, and a Universal Power Supply (UPS).

7.4 DELIVERY REQUIREMENTS

The Contractor must deliver an initial 10 POS Bundles FOB Destination to National Headquarters (NHQ) in the National Capital Region (NCR) within 10 days of contract award. Subsequent deliveries must be delivered FOB Destination to CSC institutions on an “as and when requested” basis as the solution is being rolled out. These bundles must be delivered within 20 days of the request. Shipments must be coordinated with the contacts identified in Table 2 – *Regional Contacts* below.

Location	Title	Name	Contact Information
National Headquarters	Business Lead - Food Service	Cyril Allison	506.851.7138 1049 Main street Moncton, NB E1C 1H1
	Business Lead - Institutional Services	Stephanie Clavel	613.996.5532 99 Bank Street Ottawa, ON K1A 0P9
Atlantic Region	Deployment Specialist	TBD	506.851.3934 859 Main street Moncton, NB E1C 1H1
Quebec	Deployment Specialist	TBD	450.661.9550-x-3255

FOOD SERVICES INFORMATION MANAGEMENT SYSTEM (FSIMS)
POINT OF SALE (POS)

Location	Title	Name	Contact Information
Region			250 Montée St-François Laval, QC H7C 1S5
Ontario Region	Deployment Specialist	TBD	613.545.8004 433 Union Street West PO Box 1174 Kingston, ON K7L 4V8
Prairie Region	Deployment Specialist	TBD	306.975.4575 2313 Hanselman Place, PO box 9223 Saskatoon, SK S7K 6A
Pacific Region	Deployment Specialist	TBD	604.870.2560 32560 Simon Avenue PO Box 4500-2nd Floor, Abbotsford, BC V2T 5L7

Table 2 - Regional Contacts

7.5 PROFESSIONAL SERVICES

The Contractor must provide professional resources for the initial implementation of the POS System. A **POS Specialist** and **POS Developer(s)** will be engaged using Task Authorizations (TA).

The **POS Specialist** must:

- Manage the delivery of the POS System and related deliverables from the Contractor to CSC;
- Manage and coordinate Contractor resources;
- Participate in discovery sessions to determine how best to leverage the Contractor's POS System;
- Develop training material and conduct training in support of a “train-the-trainer” approach; and
- Ensure that the POS Software has been unit tested prior to delivery to CSC.

The **POS Developer(s)** must:

- Conduct initial setup and installation of the POS System and provide technical expertise as required;
- Configure the POS System to satisfy CSC's requirements;
- Develop an interface from the POS System to the FSIMS inventory component;
- Resolve defects that arise during Project's testing phase as shown in Figure 3; and
- Develop training material and conduct CSC Technical Team Training.

The Contractor must also provide the same professional services on an “as and when requested” basis after the initial implementation has been completed and, during the life of the contract for enhancements to the POS System. CSC estimates that ten (10) days of work effort for each resource will be required in each of the option years of the contract.

7.6 PROJECT MANAGEMENT

The POS Project will be managed as follows:

7.6.1 Project Team

An Integrated Project Team (IPT) will be established post contract award. As depicted below, the IPT will include the Contractor’s POS Solution Team, the FSIMS Solution Team, CSC’s Technical Services Team, and the CSC’s Information Management Services (IMS) Team.

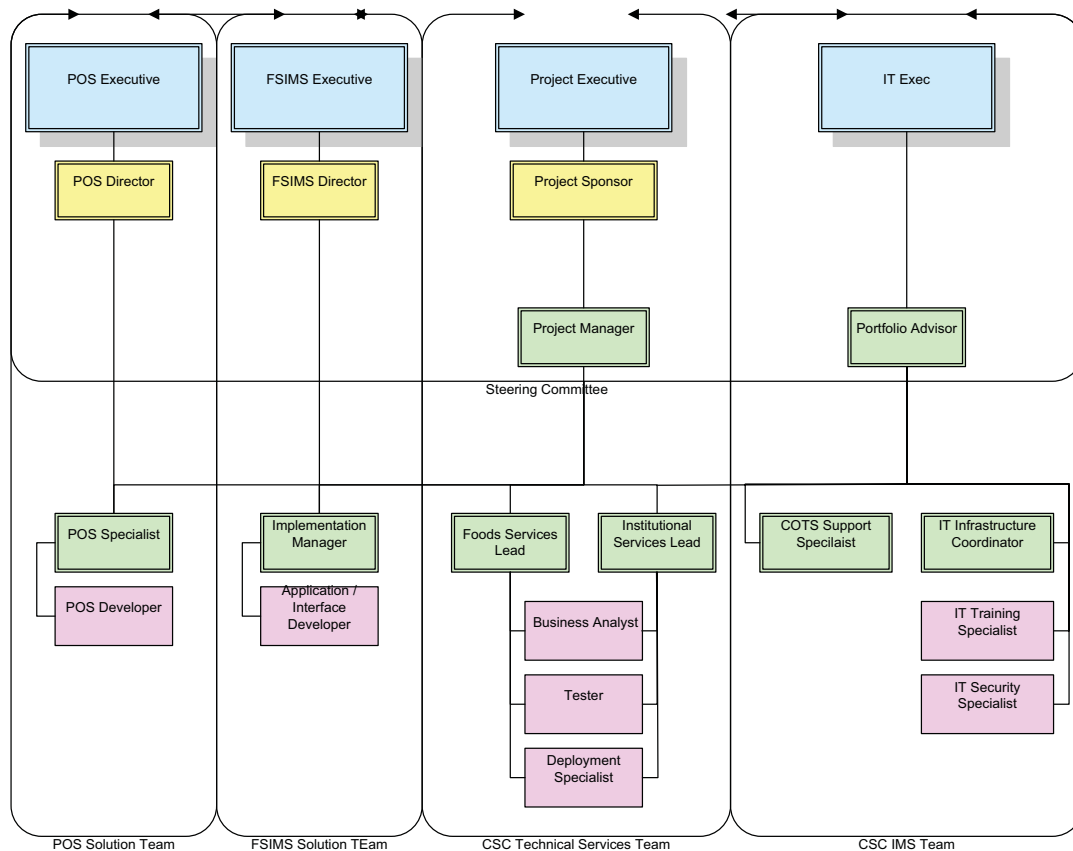


Figure 3 – POS Project Team

7.6.2 Project Governance

As per Figure 3 above, the POS Project will be governed via a Project Steering Committee. The CSC Project Executive will chair this committee. An Executive and / or Director from the Contractor's organization will be invited to attend the steering committee meetings. The CSC Project Manager, POS Specialist, FSIMS Implementation Manager, CSC Food Services Lead, CSC Institutional Services Lead, CSC COTS Support Specialist, and CSC IT Infrastructure coordinator will provide overall management and leadership for the project.

7.6.3 Project Meetings

The following table identifies various meetings that will be conducted over the course of the project, and their frequency.

Name	Reason	Frequency
Contract Meeting	To ensure that the project is being executed in accordance with the Contract.	Quarterly
Steering Committee Meeting	To ensure that the project is advancing as planned.	Monthly
Team Meeting	To ensure that all members of the team are delivering in accordance with planned project activities and tasks.	Bi-weekly

Table 3 - Meeting Types and Frequency

7.6.4 Project Roles and Responsibilities

The roles and responsibilities of the teams identified in 7.6.1 Project Team are defined below:

- The Contractor's POS Solution Team must develop and implement a working solution, deliver the complete POS System to CSC, integrate the POS solution with FSIMS, conduct train-the-trainer and technical team training, complete the "Staging" activities identified in Section 6.0 POS Bundles, and provide professional services as identified in section 7.5 – *Professional Services*;
- The FSIMS Solution Team is responsible for integrating the POS solution into the larger FSIMS Solution;
- The CSC Technical Services Team is responsible for the defining project requirements and testing of the POS System to ensure that the requirements are

satisfied. Once accepted by the Project Sponsor, Deployment Specialists within CSC will deploy the system nationally to CSC's correctional institutions; and

- The CSC IMS Team is responsible for providing COTS Support, IT infrastructure, IT Training services, and IT Security services for the project.

7.6.5 Acceptance of Deliverables

Documented project deliverables, as defined in Table 4 Project – *Deliverables* of Section 7.7.2 must be accepted by a Project Authority. This acceptance/approval process will be managed as follows:

- The Contractor must forward the completed deliverables to the Project Manager (PM) for approval. They must be accompanied by a Request for Review and Approval form;
- The PM will have up to five (5) working days from date of receipt, unless otherwise agreed upon by both the Contractor and CSC, to obtain acceptance or rejection from the Project Authority for a given project deliverable; and
- If the project deliverable is rejected, the PM (or designate) will document the reason for rejection and will return the deliverable to the Contractor for correction and update.

Software and Hardware deliverables, as defined in Table 4 – *Project Deliverables* of Section 7.7.2 must be accepted through CSC acceptance testing to ensure that they satisfy CSC's requirements.

The POS Solution will not be deployed to the production pilot sites until it has been accepted by the Project Authority.

7.7 IMPLEMENTATION

This section of the SOR provides a framework for the work that will be done by the Contractor to implement the POS Solution within CSC. The Contractor must develop and implement a working solution.

7.7.1 Implementation Phases

The POS project will be organized into the five (5) distinct implementation phases as depicted in the following figure:

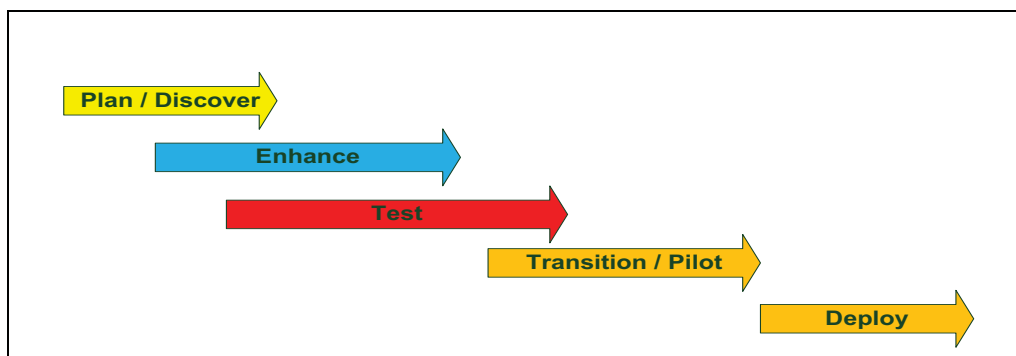


Figure 4 - Project Implementation Phases

Note the overlap between the Plan / Discover, Enhance, Test, and Transition / Pilot phases. Activities within each of these phases will be performed in parallel to expedite the implementation timeline. Deployment to all CSC institutions nationally can only be started once the pilot phase is complete and when the software and related business process have been fine-tuned and are ready for national deployment. Each of these implementation phases is further defined below.

7.7.1.1 Plan/Discover Phase

The goal of this phase is to firm up the project plans and to discover how the Contractor's POS System can be best leveraged for CSC business processes. Discovery will identify any changes required to the POS Solution to accommodate CSC's business process, and any changes required to CSC business processes to leverage the capabilities of the POS System. The Contractor must complete the following tasks of the Plan / Discover phase including, but not limited to:

- Participating in a project implementation kickoff;
- Working with the CSC Project Manager to update the Project Management Plan;
- Finalizing the Contractor's project work plan and integrating it into the overall Integrated Project Plan (IPP);
- Participating in a site visit to become familiarized with CSC's Food Services and Institutional Services operating environments;
- Installing the Licensed Software at a defined CSC NCR site;

- Participating in discovery workshops to map the capabilities of the POS Solution to CSC's business processes. Discovery sessions will be required for:
 - Managing accounts;
 - Managing sales;
 - Reporting sales;
 - FSIMS integration;
 - Hardware integration; and
 - CSC IT Infrastructure integration.

The primary output of the Discovery phase is a Gap Analysis Report that details system and business process changes that are required. Detailed functional, data, and non-functional requirements are also developed during the Discovery phase.

7.7.1.2 Enhance Phase

The goal of the Enhance phase is to make the required changes to the selected POS Solution to meet CSC's requirements identified during the Plan/Discover phase in Section 7.7.1.1. The Contractor must complete the following tasks of the Enhance phase including, but not limited to:

- Enhancing the POS Solution to deliver the required account management capabilities as described in section 7.7.2 Implementation Deliverables below; and
- Enhancing the POS Solution integrate its inventory capabilities with FSIMS, as described in section 7.7.2 Implementation Deliverables below.

The primary output of the Enhancement Phase is the enhanced POS Solution which will be used as an input to CSC testing.

7.7.1.3 Test Phase

The goal of the Test phase is to ensure that the POS Solution satisfies CSC requirements. The Contractor must resolve test defects that arise from the following types of CSC testing:

- Functional;
- CSC acceptance in both English and French,
- Integration with the FSIMS inventory component,
- Infrastructure,
- Performance, and
- Security.

7.7.1.4 Transition / Pilot Phase

The goal of this phase is ensure that the POS is operationally ready for national deployment.

The Contractor must complete the following tasks during the Transition / Pilot phase of the project including, but not limited to:

- Conducting train-the-trainer and technical team training as defined below;
- Updating operating documentation for the POS Solution and delivering the final versions of all project documentation;
- Participating in an operations readiness review;
- Participating in the "Go Live" weekend. Go live is the process of transitioning the FSIMS Solution from the development and testing environment into a live production environment for use by end users. Go-live will occur over a weekend (48 hrs), where the new POS Solution will be implemented into the production pilot sites. The Contractor's POS Specialist should be on-site for the Go-Live weekend to provide a heightened level of support. The Contractor's POS Developer (s) must also be available off-site to provide support if / as required through this transition period; and
- Supporting the POS Solution through the pilot period as described in section 7.2 Software Support and Maintenance.

Train-The-Trainer Training

The Contractor must provide train-the-trainer training, including training materials, to designated CSC trainers. These CSC trainers will in turn train the CSC end users with the POS System. The Contractor must provide train-the-trainer training for the following two (2) courses:

1. POS Front Office Training: For CSC Staff who will be operating the POS Front Office system within CSC institutions. This training, when provided to end users, must be no more than two (2) hours in duration and must include POS Front Office Software and Hardware training.
2. POS Back-Office Training: For CSC staff who will be managing the POS System in the institutions. This training, when delivered to end users, must be no more than one day in duration and must include:
 - User Administration, e.g. creating and managing User ID's/passwords and transferring inventory information to and from FSIMS;
 - Account Management, e.g. creating and managing individual and group accounts; and
 - Sales Reporting.

Train-the-trainer training will involve a maximum ten (10) participants, must be conducted in English, and will take place in the National Capital Region (NCR).

Technical Team Training

The Contractor must also provide technical team training, including training materials, for CSC's COTS Support Team. The objective of this training will be to ensure that the COTS Support Team has sufficient knowledge of the POS System to provide technical support, troubleshoot problems, and maintain the system. This training must be hands-on training and the training contents must include at a minimum:

- An overview of the system and it's architecture;
- Installation and setup procedures;
- System configuration and integration;
- System interfaces;
- Database structure, data dictionary, procedures and maintenance;
- System administration, including system and data backup and recovery; and
- Troubleshooting and the resolution of problems.

Technical team training will involve a maximum of (5) participants, must be conducted in English, and will take place in the National Capital Region (NCR).

CSC will provide training facilities in the NCR along with computer systems with the appropriate software and hardware installed for use by the participants during the training courses.

7.7.1.5 Deploy Phase

The goal of this phase is to deploy the POS Solution nationally to all CSC institutions. Deployment is a CSC responsibility and will be performed by trained CSC staff once the POS Bundles are shipped by the Contractor. The Contractor must provide technical support in the event that complications arise during deployment.

7.7.2 Implementation Deliverables

The deliverables associated with the Implementation phase of the project are listed below. These are provided in a logical sequence based on the evolution of the implementation phases.

Implementation Phase	Deliverable	Primacy	Type
Plan / Discover	POS Solution – 10 Days After Contract Award	Contractor	Software and Hardware
	Integrated Project Plan (IPP)	Joint	MS Project
	Detailed Requirements	CSC	Document
	Gap Analysis	Joint	Document
Enhance	Development Environment	CSC	Infrastructure
	POS Solution – Enhanced – Account Management	Contractor	Software and Hardware
	POS Solution – Enhanced - FSIMS Integration	Contractor	Software and Hardware
	Test Environment	CSC	Infrastructure
Test	Test Requirements and Cases	CSC	Document

FOOD SERVICES INFORMATION MANAGEMENT SYSTEM (FSIMS)
POINT OF SALE (POS)

Implementation Phase	Deliverable	Primacy	Type
	POS Solution – Tested with defects resolved	Contractor	Software and Hardware
Transition / Pilot	Training Environment	CSC	Infrastructure
	Training Materials	Contractor	Document
	User Guide	Contractor	Document
	System Documentation	Contractor	Document
	Operating Documentation	Contractor	Document
	Production Environment	CSC	Infrastructure

Table 4 - Project Deliverables

CSC deliverables are defined in Table 4 to provide context for the Contractor Deliverables. The Contractor must provide the deliverables identified where Contractor is identified as prime. Contractor deliverables include software and hardware deliverables and documented deliverables in the form of training materials, a user guide, system, and operating documentation for the system. Joint deliverables will be developed by both CSC and the Contractor to ensure complete understanding and alignment to the content.

The Contractor must deliver the Software and Hardware Deliverables from Table 4 - *Project Deliverables* as described below:

- POS Solution – At Contract Award: An out of the box version of the software that will be used as a starting point for discovering and enhancing the solution to fully satisfy CSC’s requirements;
- POS Solution – Enhanced – Account Management: An enhanced version of the Contractor’s POS Solution that satisfies CSC’s account management requirements which are listed below. The POS Solution must:
 - Allow users to create/view/update/delete individual accounts for Inmates and CSC Staff;
 - Allow users to associate individual accounts to group accounts and consolidate allocation limits where required (e.g. a pooled credit for a Group);
 - Allow users to manage allocation limits for individual and group account;
 - Limit the total value of any sales transaction to funds available in an individual or group account;
 - Allow users to maintain the balance at SGMP sites for individual and group accounts based on available funds;
 - Record sales transactions that update the available funds for individual/group accounts for SGMP sites.
 - Allow users to maintain the balance at Institutional Services sites for individual accounts based on available quantity;
 - Record sales transactions that update the Available Quantities for accounts at Institutional Services sites; and
 - Allow users to view the transaction history against an account.

- POS Solution – Enhanced – FSIMS Integration: An enhanced version of the Contractor’s POS Solution that satisfies the FSIMS integration requirements. In this regard, the POS solution must be able to synchronize its inventory with FSIMS.
- POS Solution – Tested: A fully tested version of the software that be used for transitioning the system into CSC’s production environment. The Contractor must resolve all testing defects in this version of the software.

7.7.3 Implementation Timeline

The high-level implementation timeline for the POS project is depicted below assuming a contract award in early March 2014.

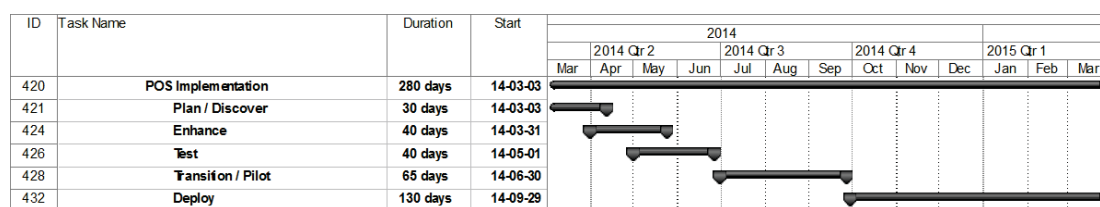


Figure 5 - Implementation Timeline

Planning and discovery must start within 10 days after contract award. Configuring the POS Solution will be driven by the discovery sessions. Testing and transition activities will proceed in parallel with configuration using a Rapid Application Development (RAD) approach. CSC is planning on cutting over the new POS Solution into production for piloting in English and French six (6) months after Contract award.

7.8 LOCATION OF WORK

Work location requirements for the project are as follows:

- Much of the planning, management, and oversight activities requiring Contractor involvement will be performed using CSC provided teleconference and web-based conference tools;
- Installation of the POS System into CSC’s test environment will take place in the National Capital Region (NCR) at a location identified by the CSC Project Authority;
- The Plan/Discovery activities defined in Section 7.7.1.1 will take place in the National Capital Region (NCR) at a location identified by the Project Authority;
- Enhancement of the POS Solution to meet CSC requirements will be conducted at the Contractor’s site;
- Resolution of defects resulting from the Test Phase will be performed from the Contractor’s site;
- Train-the-trainer training and technical team training will take place in the National Capital Region (NCR) at a location identified by the Project Authority;

- The POS System will be deployed across Canada to the CSC institutions by CSC Staff.

8 TECHNICAL REQUIREMENTS

The Contractor must include the following Technical Requirements in the POS Solution.

8.1 System

- The POS Back Office Solution must operate on a CSC desktop, which has a Microsoft Windows 7 operating system.
- The POS Solution must have search functionality for inventory, account, and sales information.
- The POS Solution must provide an audit trail that includes a time-stamped record for transactions in the system.

8.2 Language

- The POS Solution software must be bilingual in both official languages of Canada (i.e.; English and Canadian French).
- The POS Solution software must use a single version of the software to provide English and Canadian French languages.
- The Graphical User Interface (GUI) of the POS Solution must display all information in either English or Canadian French based on user language selection. For example, if the user selects English language, then all information must display in English. If the user selects French language, then all information must display in Canadian French. The English and Canadian French display must include, at a minimum:
 1. Screen Titles;
 2. Screen Labels;
 3. Help Text;
 4. Pull-down Lists;
 5. Error Messages;
 6. Search Capability;
 7. Database Storage;
 8. Screen Tool Bars; and
 9. Action Buttons.
- The POS Solution must print customer receipt information in both English and Canadian French on a single receipt.

8.3 Security

- The POS Solution must include account and privilege management functionality that incorporates standards-based, secure, password-based authentication for logging in and logging out.
- The POS Solution must include Role Based Access Controls (RBAC) that address:
 1. Role assignment – A user can exercise a permission only if the user has been assigned a role;
 2. Role authorization – A user can only take on roles for which they are authorized;
 3. Permission authorization – A user can only exercise permissions for which they are authorized including overrides; and
 4. Management of roles, groups and users such that roles can be defined, roles can be added to/removed from groups, and users can be added to/removed from groups.
- The POS Solution must include assignment of strong passwords that addresses:
 1. A minimum password length of six (6) characters;
 2. A minimum of one (1) numeric;
 3. A session timeout after a configurable minimum period of non-use;
 4. The ability to change a password at any time; and
 5. Display of passwords in an encrypted format.
- The POS Front Office Solution must work in an offline mode that is disconnected from the CSC corporate network.

8.4 Inventory

- The POS Back Office Solution must synchronize its inventory with the FSIMS inventory on a daily basis or when requested by FSIMS POS users. Note: The FSIMS inventory resides in an Oracle database on a Microsoft Windows server.
- The POS Solution must support and inventory of up to 1000 items;
- The POS Solution must support multiple prices for a single inventory item.
- The POS Solution must include up to four (4) decimal points for units of measure and pricing.

8.5 Point of Sale (POS)

- The POS Solution must generate a list of inventory items available for sale.
- The POS Solution must record sales transactions that update inventory to reflect the depletion of stock on hand.
- The POS Front Office must operate independently of the Back Office.
- The POS Solution must provide the following functionality:
 1. “Sale” to record the distribution of goods to inmates or CSC staff;
 2. “Return” to credit an account for returned goods;
 3. “Exchange”;
 4. “Cancellation of Transactions”;

5. “Error Correction” to allow users to update preceding line items entered in a transaction;
 6. “Void” functionality to allow users to cancel any preceding line items entered in a transaction; and
 7. “Suspend” functionality to allow users to put a temporary hold on entered transactions.
- The POS Solution must scan inventory using a POS Barcode Scanner.
 - The POS Solution must print receipts using a POS Receipt Printer.
 - The POS Solution must weigh and price inventory using a POS Weigh Scale.

8.6 POS Hardware

- The POS Solution must include a Personal Computer (PC) which incorporates the following minimum hardware components:
 1. 1.6 GHz processor;
 2. 80G RAM; and
 3. 3 USB ports.
- The POS Solution must include an LCD Touch Screen monitor with a minimum resolution of 1024x768
- The POS Scanner must scan the following barcode formats (1D, 2D and codabar)
- The POS Scanner must be Multi-Line, or able to scan multiple lines from different angles
- The POS Scanner must scan up to 6000 items per day;
- The POS Weigh Scale must be capable of weighing in metric measurements in increments of 0.005 kg up to a maximum capacity of 15 kg.
- The POS Weigh Scale must be “Legal for Trade”.
- The POS Weigh Scale must have a stainless steel weighting platform.
- The POS Receipt Printer must use thermal printing technology.

8.7 Reports

- The POS Solution must report the balance of available funds and quantities for individual and group accounts.
- The POS Solution must report sales transactions for individual and group accounts for a period of time.
- The POS Solution must report the velocity of inventory items to measure the volume of inventory movement over a period of time.
- The POS Solution must report profit and loss for the CSC sites for a specified period of time.

APPENDIX ‘A’: Glossary of Acronyms

Acronym	Description
COTS	Commercial-off-the-shelf
CSC	Correctional Service Canada
GoC	Government of Canada
FSIMS	Food Services Information Management System
GUI	Graphical User Interface
NCR	National Capital Region
PM	Project Manager
POS	Point-of-Sale
RBAC	Role-Based Access Controls
SGMP	Small Group Meal Preparation
SKU	Stock-Keeping Unit
SOR	Statement of Requirements
TA	Task Authorization
IPT	Integrated Project Team
IPP	Integrated Project Plan

FOOD SERVICES INFORMATION MANAGEMENT SYSTEM (FSIMS)
POINT OF SALE (POS)

APPENDIX 'B': Site Breakdown

The following table provides a site breakdown by region. In CSC terms, a site refers to an Institution. For example, the Atlantic region has five (5) sites (or institutions) within its jurisdiction. From a POS Solution perspective, a site may have one or two operational units within it. For example, Westmorland Institution has two operational units; one for Food Services (SGMP) distribution of food inventory and a second for the Institutional Services distribution of non-food inventory.

Region	Institution/Site	Institution/Site	POS Bundles	POS Weigh Scales
NHQ		Correctional Services Canada-Technical Service Branch 340 Laurier Ave. West Ottawa ON K1A 0P9	10	10
Atlantic	Atlantic Institution	13175 Route 8-P.O. Box 102, Renous, New Brunswick E9E 2E1	1	
	Dorchester Penitentiary (Shepody)	4902 Main Street, Dorchester, New Brunswick E4K 2Y9	1	
	Nova Institution	180 James Street, Truro, Nova Scotia B2N 6R8	2	1
	Springhill Institution	330 McGee Street, PO Box 2140, Springhill, New Brunswick B0M 1X0	2	1
	Westmorland Institution	4902A Main Street, Dorchester, New Brunswick E4K 2Y9	2	1
Quebec	Archambault Institution	242 Montée Gagnon, Sainte-Anne-des-Plaines, Quebec J0N 1H0	1	
	Federal Training Centre-CFF	6099 Lévesque Boulevard east, Laval, Quebec H7C 1P1	1	
	Cowansville Institution	400 Fordyce Avenue, Cowansville, Quebec J2K 3G6	2	0
	Donnacona Institution	1537 Highway 138, Donnacona, Quebec G3M 1C9	1	
	Drummond Institution	2025 Jean-de-Brébeuf Blvd, Drummondville, Quebec J2B 7Z6	1	
	Joliette Institution	400 Marsolais Street, Joliette, Quebec J6E 8V4	2	0
	La Macaza Institution	321 Chemin de l'Aéoport, La Macaza, Quebec J0T 1R0	1	
	Montée St-François Institution	600 Montée Saint-François Laval, Quebec H7C 1S5	2	0
	Port-Cartier Institution	1 Chemin de l'Aéroport, PO Box 7070, Port-Cartier, Quebec G5B 2W2	1	
	Regional Reception Centre	246 Montée Gagnon, Sainte-Anne-des-Plaines, Quebec J0N 1H0	1	
Ontario	Sainte-Anne-Des-Plaines Institution	244 Montée Gagnon, Sainte-Anne-des-Plaines, Quebec J0N 1H0	2	1
	Staff College	500 Lévesque Boulevard, East Laval, Quebec H7C 1N7	1	
	Bath Institution	5775 Bath Rd. PO Box 1500, Bath, Ontario K0H 1G0	1	1
	Beaver Creek Institution	PO Box 1240 Gravenhurst, Ontario P1P 1W9	1	0
	Collins Bay Institution	1455 Bath Road, PO Box 190, Kingston, Ontario K7L 4V9	1	0
	Fenbrook Institution	2000 Beaver Creek Drive, PO Box 5000, Gravenhurst, Ontario P1P 1Y2	1	0
	Frontenac	1455 Bath Road, PO Box 7500, Kingston, Ontario K7L 5E6	1	
	Grand Valley Institution	1575 Homer Watson Blvd. Kitchener, Ontario N2P 2C5	1	0
	Joyceville Institution	Highway 15 PO Box 880, Kingston Ontario, K7L 4X9	1	0
	Millhaven Institution	Highway 33 PO Box 280, Bath Ontario, K0H 1G0	1	
Pralie	Pittsburgh Institution	443 Union Street West, P.O. BOX 260, Kingston, Ontario K7L 4V8	1	0
	Staff College	443 Union Street West, P.O. BOX 260, Kingston, Ontario K7L 4V8	1	
	Warkworth Institution	County Road # 29, PO Box 760, Campbellford, Ontario K0K 3K0	1	
	Bowden Institution	Highway #2, PO Box 6000, Innisfail, Alberta T4B 1V1	1	
	Bowden Institution Annex		2	1
	Drumheller Institution	Highway # 9 PO Box 3000, Drumheller, Alberta T0J 0Y0	1	
	Drumheller Institution Annex		2	1
	Edmonton Institution (w)	11151-178th Street, Edmonton, Alberta T5S 2H9	1	
	Edmonton Institution	21611 Meridian Street, PO Box 2290, Edmonton, Alberta T5J 3H7	2	1
	Grande Cache Institution	Hoppe Avenue, Bag 4000, Grande Cache, Alberta T0E 0Y0	1	
Pacific	Grierson	9530-101 Avenue Basement - Edmonton, AB T5H 0B3	1	
	Okimaw Ohci Healing Lodge	PO Box 1929, Maple Creek, Saskatchewan S0N 1N0	2	1
	Pê Sâkâstêw Centre	Highway #2A, PO Box 1500, Hobbema, Alberta T0C 1N0	2	1
	Regina Depot - RCMP	5600 11th Avenue, Regina SK - S4P 3J7	1	
	Riverbend Institution	15th Street West, PO Box 850, Prince Albert, Saskatchewan S6V 5S4	2	1
	Rockwood Institution	Highway #7 PO Box 72, Stony Mountain, Manitoba R3C 3W8	2	1
	Saskatchewan Penitentiary	15th Street West, PO Box 160, Prince Albert, Saskatchewan S6V 5R6	2	1
	Stony Mountain Institution	Highway #7 PO Box 4500, Winnipeg, Manitoba R3C 3W8	1	
	Staff College	2314 Hanselman Place PO Box 9223, Saskatoon, SK S7K 3X5	1	
	Willow Cree Healing Lodge	PO Box 520, Duck Lake, Saskatchewan S0K 1J0	2	1
Pacific	Ferndale Institution	33737 Dewdney Trunk Road, PO Box 50, Mission, British Columbia V2	2	1
	Fraser Valley Institution	333344 King Road, Abbotsford, British Columbia V2S 6J5	2	1
	Kent Institution	4732 Cemetery Road PO Box 1500, Agassiz, British Columbia V0M 1A0	1	
	Kwikwêxwelhp Healing Village	Harrison Mills, British Columbia (off Morris Valley Road) V0M 1L0	2	1
	Masqui Institution	33344 King Road, PO Box 2500, Abbotsford, British Columbia V2S 4P3	1	
	Mission Institution	8751 Stave Lake Street, PO Box 60, Mission, British Columbia V2V 4L8	1	
	Mountain Institution	4732 Cemetery Road PO Box 1600, Agassiz, British Columbia V0M 1A0	1	
	Pacific - regional treatment Center	33344 King Road - PO Box 3000, Abbotsford, BC V2S 4P4	1	
	Staff College	103 - 30585B Progressive Way, Abbotsford, BC V2T 6W3	1	
Pacific	William Head Institution	600 Willman Head Road, Victoria, British Columbia V9C 0B5	2	1
Total			85	28

Attachment 4.1 – Bid Evaluation Criteria

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Attachment 4.1 – Bid Evaluation Criteria

1 MANDATORY CRITERIA

1.1 Bidder

#	MANDATORY CRITERIA	<i>BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL</i>
M1	<p>The Bidder must have a minimum of five (5) years of experience in the delivery and implementation of POS solutions.</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none">1. Name of the client organization(s) and contact information;2. The total number of years of experience;3. The start and end dates of the assignment(s) and/or project(s);4. Details about the work performed by the Bidder including deliverables; and5. Reference(s) that can attest the Bidder's experience.	
M2	<p>The Bidder must provide three (3) reference projects that demonstrate their experience in the successful implementation of a POS Solution. These reference projects must:</p> <ol style="list-style-type: none">1. Include Inventory, Account, Sales, and Reporting functions as described in section 4 – Scope, of the SOR;2. Include POS Office and Back Office functions as described in section 5 of the SOR;3. Include a POS Personal Computer (PC), Touch Screen Monitor, Scanner, and Receipt Printer hardware as described in Section 6 – POS Bundles, of the SOR;4. Have been completed in the last ten (10) years. <p>The following information must be included with each project reference:</p> <ol style="list-style-type: none">i. The client organization;ii. Project name;iii. The Project start/end dates;iv. The Contract Numberv. A description of the project including scope, timelines, and outcomes;vi. A description of the POS Services provided;vii. A description of the POS Solution provided;viii. A client reference who can verify the work. The client reference must include the client reference's name, title, and telephone number.	

Attachment 4.1 – Bid Evaluation Criteria

1.2 Professional Services Criteria

#	MANDATORY CRITERIA	<i>BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL</i>
M3	<p>The POS Specialist must have a minimum of five (5) years of experience implementing POS Solutions.</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none">1. Name of the client organization(s) and contact information;2. The total number of years of experience;3. The start and end dates of the assignment(s) and/or project(s);4. Details about the work performed by the proposed resource on the assignment(s) including deliverables;5. A reference that can attest the proposed resource's experience.	
M4	<p>The POS Developer must have a minimum of five (5) years of experience implementing POS Solutions.</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none">1. Name of the client organization(s) and contact information;2. The total number of years of experience;3. The start and end dates of the assignment(s) and/or project(s);4. Details about the work performed by the proposed resource on the assignment(s) including deliverables;5. A reference that can attest the proposed resource's experience.	

Attachment 4.1 – Bid Evaluation Criteria

1.3 System

#	MANDATORY CRITERIA	BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL
M5	The POS Back Office Solution must operate on a CSC desktop, which has a Microsoft Windows 7 operating system.	
M6	The POS Solution must have search functionality for inventory, account, and sales information.	
M7	The POS Solution must provide an audit trail that includes a time-stamped record for transactions in the system.	

1.4 Language

#	MANDATORY CRITERIA	BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL
M8	The POS Solution software must be bilingual in both official languages of Canada (i.e.; English and Canadian French).	
M9	The POS Solution software must use a single version of the software to provide English and Canadian French languages.	
M10	The Graphical User Interface (GUI) of the POS Solution must display all information in either English or Canadian French based on user language selection. . For example, if the user selects English language, then all information must display in English. If the user selects French language, then all information must display in Canadian French The English and Canadian French display must include, at a minimum: 1. Screen Titles; 2. Screen Labels; 3. Help Text; 4. Pull-down Lists; 5. Error Messages; 6. Search Capability; 7. Database Storage; 8. Screen Tool Bars; and 9. Action Buttons.	
M11	The POS Solution must print customer receipt information in both English and Canadian French on a single receipt.	

1.5 Security

#	MANDATORY CRITERIA	BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL
M12	The POS Solution must include account and privilege management functionality that incorporates standards-based, secure, password-based authentication for logging in and logging out.	

Attachment 4.1 – Bid Evaluation Criteria

#	MANDATORY CRITERIA	BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL
M13	<p>The POS Solution must include Role Based Access Controls (RBAC) that address:</p> <ol style="list-style-type: none"> 1. Role assignment – A user can exercise a permission only if the user has been assigned a role; 2. Role authorization – A user can only take on roles for which they are authorized; 3. Permission authorization – A user can only exercise permissions for which they are authorized including overrides; and 4. Management of roles, groups and users such that roles can be defined, roles can be added to/removed from groups, and users can be added to/removed from groups. 	
M14	<p>The POS Solution must include assignment of strong passwords that addresses:</p> <ol style="list-style-type: none"> 1.A minimum password length of six (6) characters; 2.A minimum of one (1) numeric; 3.A session timeout after a configurable minimum period of non-use; 4.The ability to change a password at any time; and 5.Display of passwords in an encrypted format. 	
M15	The POS Front Office Solution must work in an offline mode that is disconnected from the CSC corporate network.	

1.6 Inventory

#	MANDATORY CRITERIA	BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL
M16	<p>The POS Back Office Solution must synchronize its inventory with the FSIMS inventory on a daily basis or as requested. Note: The FSIMS inventory resides in an Oracle database on a Microsoft Windows server.</p>	
M17	The POS Solution must support multiple prices for a single inventory item.	
M18	The POS Solution must include up to four (4) decimal points for units of measure and pricing.	

1.7 Point of Sale (POS)

#	MANDATORY CRITERIA	BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL
M19	The POS Solution must generate a list of inventory items available for sale.	
M20	The POS Solution must record transactions that update inventory to reflect the depletion of stock on hand.	

Attachment 4.1 – Bid Evaluation Criteria

#	MANDATORY CRITERIA	BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL
M21	The POS Front Office must operate independently of the Back Office.	
M22	The POS Solution must provide the following functionality: <ol style="list-style-type: none"> 1. "Sale" to record the distribution of goods to inmates or CSC staff; 2. "Return" to credit an account for returned goods; 3. "Exchange"; 4. "Cancellation of Transactions"; 5. "Error Correction" to allow users to update preceding line items entered in a transaction; 6. "Void" functionality to allow users to cancel any preceding line items entered in a transaction; and 7. "Suspend" functionality to allow users to put a temporary hold on entered transactions. 	
M23	The POS Solution must scan inventory using a POS Barcode Scanner.	
M24	The POS Solution must print receipts using a POS Receipt Printer.	
M25	The POS Solution must weigh and price inventory using a POS Weigh Scale.	
M26	The POS Solution must have end of day processing. End-of-day processing includes synchronizing the POS inventory with the FSIMS inventory, updating sales history, and producing end-of-day reports.	

1.8 POS Hardware

#	MANDATORY CRITERIA	BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL
M27	The POS Solution must include a Personal Computer (PC) which incorporates the following minimum hardware components: <ol style="list-style-type: none"> 1. 1.6 GHz processor; 2. 80G RAM; and 3. 3 USB ports. 	
M28	The POS Solution must include an LCD Touch Screen monitor with a minimum resolution of 1024x768	
M29	The POS Scanner must scan the following barcode formats (1D, 2D and codabar)	
M30	The POS Scanner must be Multi-Line, or able to scan multiple lines from different angles	
M31	The POS Scanner must scan up to 6000 items per day;	
M32	The POS Weigh Scale must be capable of weighing in metric measurements in increments of 0.005 kg up to a maximum capacity of 15 kg.	
M33	The POS Weigh Scale must be "Legal for Trade".	
M34	The POS Weigh Scale must have a stainless steel weighting platform.	
M35	The POS Receipt Printer must use thermal printing	

Attachment 4.1 – Bid Evaluation Criteria

#	MANDATORY CRITERIA	<i>BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL</i>
	technology.	

1.9 Reports

#	MANDATORY CRITERIA	<i>BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL</i>
M36	The POS Solution must report the balance of available funds and quantities for individual and group accounts	
M37	The POS Solution must report sales for individual and group accounts for a specified period of time.	
M38	The POS Solution must report the velocity of inventory items to measure the volume of inventory movement for a specified period of time.	
M39	The POS Solution must report profit and loss for the CSC sites for a specified period of time.	

Attachment 4.1 – Bid Evaluation Criteria

2 RATED CRITERIA

2.1 Bidder

#	Rated Criteria	RATING SCALE	<i>BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL</i>
R1	<p>The Bidder's reference projects identified in M2 should include the following services:</p> <ol style="list-style-type: none"> 1. professional services; 2. training; 3. staging, as defined in section 6.0 POS Bundles of the SOR; 4. hardware warranty; and 5. software maintenance and support. 	<p>Points will be awarded as follows:</p> <p>1 point for each services demonstrated for each project</p> <p>Max. 5 points x 3 References = 15 pts</p>	
R2	<p>The Bidder's reference projects identified in M2 should be deployed to 5 or more POS lanes</p>	<p>Points will be awarded as follows:</p> <p>5 points for 5 or more POS lanes 4 points for 4 POS lanes 3 points for 3 POS lanes 2 points for 2 POS lanes 1 points for 1 POS lanes</p> <p>Max.5 points x 3 References = 15 pts</p>	
R3	<p>The Bidder's reference projects identified in M2 should be deployed to 100 or more sites</p>	<p>Points will be awarded as follows:</p> <p>5 points for 100 or more sites 4 points for 80 to 99 sites 3 points for 60 to 79 sites 2 points for 40 to 59 sites 1 points for 20 to 39 sites 0 points if less than 20 sites</p> <p>Max. 5 points x 3 References = 15 points</p>	
R4	<p>The Bidder should provide a draft Project Schedule using MS Project that includes:</p> <ol style="list-style-type: none"> 1. Work activities that are aligned with section 7.7 Implementation of the SOR; 	<p>Points will be allocated as follows:</p> <p>2 points for each item addressed in the plan 0 pts for each item not addressed in</p>	

Attachment 4.1 – Bid Evaluation Criteria

2.2 Professional Services

#	Rated Criteria	RATING SCALE	<i>BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL</i>
R7	The POS Specialist identified in M3 should have experience, as a POS Specialist, above and beyond the minimum five (5) years performing the duties identified in Section 7.5 of this SOR.	<p>Points will be awarded as follows:</p> <p>10 points for 10 or more years of experience 8 points for 9 years of experience 6 points for 8 years of experience 4 points for 7 years of experience 2 points for 6 years of experience</p> <p>Max. 10 pts</p>	
R8	The POS Developer identified in M4 should have experience, as a POS Developer, above and beyond the minimum five (5) years performing the duties identified in Section 7.5 of this SOR.	<p>Points will be awarded as follows:</p> <p>10 points for 10 or more years of experience 8 points for 9 years of experience 6 points for 8 years of experience 4 points for 6 7 years of experience 2 points for 6 years of experience</p> <p>Max. 10 pts</p>	

Attachment 4.1 – Bid Evaluation Criteria

2.3 System

#	Rated Criteria	RATING SCALE	<i>BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL</i>
R9	The POS Solution should have auto-select searching capabilities. As an example, if the letter 'a' is entered in the product field all products beginning with the letter 'a' should be displayed. If the letter 'p' is added as 'ap', then inventory items beginning with the letters 'ap' should be displayed. For example, 'apple' and 'apricot' would be displayed.	Points will be awarded as follows: Met = 5 points Not met = 0 points Max. 5 pts	
R10	The POS Solution should have a training module that is independent of the production application.	Points will be awarded as follows: Met = 5 points Not met = 0 points Max. 5 pts	

2.4 Inventory

#	Rated Criteria	RATING SCALE	<i>BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL</i>
R11	The POS Solution should have an inventory record that includes the following data elements: 1. Item name 2. Item description 3. Item SKU number 4. Cost 5. Price 6. Margin 7. Quantity on hand	Points will be awarded as follows: 2 points for each data element Max. 14 pts	

Attachment 4.1 – Bid Evaluation Criteria

2.5 Account Management

#	Rated Criteria	RATING SCALE	<i>BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL</i>
R12	<p>The POS Solution should have an Account record that includes the following data elements:</p> <ol style="list-style-type: none">1. Account Identifier;2. Name;3. Status;4. Activation date;5. De-activation date;6. Allocated funds;7. Available funds;8. Allocated quantity ;9. Available quantity;10. Location unit;11. Location house;12. Location cell; and13. Comments	<p>Points will be awarded as follows:</p> <p>1 points for each data element</p> <p>Max. 13 pts</p>	

2.6 Point of Sale (POS)

#	Rated Criteria	RATING SCALE	<i>BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL</i>
R13	<p>The POS Solution should have a Shopping List that includes the following data elements:</p> <ol style="list-style-type: none">1. Shopping List Identifier/Number;2. Status;3. Account identifier;4. Submitted date;5. Modified date;6. Completed date;7. Period start date;8. Period end date;9. Inventory item;	<p>Points will be awarded as follows:</p> <p>1 points for each data element</p>	

Attachment 4.1 – Bid Evaluation Criteria

#	Rated Criteria	RATING SCALE	<i>BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL</i>
	10. Inventory price; 11. Quantity ordered; 12. Quantity received; and 13. Total cost;	Max. 13 pts	
R14	The POS Solution should Sort items (e.g. dairy, vegetables, meat, etc.) on the shopping list.	Points will be awarded as follows: Met = 5 points Not met = 0 points Max. 5 pts	
R15	The POS Solution should display a declining account balance as transactions are being processed	Points will be awarded as follows: Met = 5 points Not met = 0 points Max. 5 pts	
R16	The POS Solution should generate a notification when an account's available funds or quantity has been exceeded	Points will be awarded as follows: Met = 5 points Not met = 0 points Max. 5 pts	
R17	The POS Solution should incorporate manager override functionality. Note: Manager overrides allow a manager to complete a restricted task without the cashier having to cancel the sale in progress, log out, and the manager to login. A cashier can get to a point in the transaction, like price change, call the manager to the register and the manager can simply enter their password to complete the function.	Points will be awarded as follows: Met = 5 points Not met = 0 points Max. 5 pts	
R18	The POS Solution should incorporate recall and reprint functionality for receipts.	Points will be awarded as follows: Met = 5 points Not met = 0 points Max. 5 pts	

Attachment 4.1 – Bid Evaluation Criteria

2.7 POS Hardware

#	Rated Criteria	RATING SCALE	<i>BIDDERS RESPONSE AND/OR REFERENCE TO LOCATION OF RESPONSE IN BIDDER'S PROPOSAL</i>
R19	The POS Hardware should operate within a temperature range of -20 degrees to 35 degrees Celsius	Points will be awarded as follows: Met = 5 points Not met = 0 points Max. 5 pts	
R20	The POS Touch Screen Monitor should be adjustable to change the height and angle of display	Points will be awarded as follows: Met = 5 points Not met = 0 points Max. 5 pts	
R21	The POS Touch Screen Monitor should be at minimum 15" wide.	Points will be awarded as follows: Met = 5 points Not met = 0 points Max. 5 pts	
R22	The POS Scanner should be hand held.	Points will be awarded as follows: Met = 5 points Not met = 0 points Max. 5 pts	
R23	The POS Receipt Printer should support "Drop in and print" paper loading.	Points will be awarded as follows: Met = 5 points Not met = 0 points Max. 5 pts	
R24	The POS Weigh Scale should be integrated with the POS Front Office Software. When an item is weighed on the scale, the weight should be transferred automatically to the POS Front Office Software without the need for rekeying into the system.	Points will be awarded as follows: Met = 5 points Not met = 0 points Max. 5 pts	
Total Rated Points		198 pts	
Minimum Rated Points to be Compliant		99 pts (50 %)	

