

**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
Quebec
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 GCDOCS MIGRATION TOOL	
Solicitation No. - N° de l'invitation EN869-141670/A	Date 2014-07-25
Client Reference No. - N° de référence du client 20141670	
GETS Reference No. - N° de référence de SEAG PW-\$EEM-006-27829	
File No. - N° de dossier 006eem.EN869-141670	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-09-08	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Quenville, Elizabeth	Buyer Id - Id de l'acheteur 006eem
Telephone No. - N° de téléphone (613) 937-2727 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE 111 11 RUE LAURIER GATINEAU Quebec K1A0S5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Mainframe & Business Software Procurement Division /
Div des achats des ordi principaux et des logiciels de
gestion
11 Laurier St. / 11, rue Laurier
4C1, Place du Portage III
Gatineau
Quebec
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
FACETED DOCUMENT MIGRATION
SOFTWARE AND SERVICES SOLUTION
FOR
PUBLIC WORKS AND GOVERNMENT SERVICES CANADA**

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	7
1.1 Introduction	7
1.2 Summary	7
1.3 Debriefings	8
PART 2 - BIDDER INSTRUCTIONS	9
2.1 Standard Instructions, Clauses and Conditions	9
2.2 SACC Manual Clauses	9
2.3 Submission of Bids	9
2.4 Enquiries - Bid Solicitation	11
2.5 Applicable Laws	11
2.6 Improvement of Requirement During Solicitation Period	11
2.7 Volumetric Data	11
PART 3 - BID PREPARATION INSTRUCTIONS	12
3.1 Bid Preparation Instructions	12
3.2 Section I: Technical Bid	13
3.3 Section II: Financial Bid	15

3.4 Section III: Certifications	16
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	17
4.1 Evaluation Procedures	17
4.2 Technical Evaluation	19
4.3 Financial Evaluation	20
4.4 Ranking of Bids	20
4.5 Basis of Selection	20
PART 5 - CERTIFICATIONS	21
5.1 Certifications Precedent to Contract Award	21
5.2 Professional Services Resources	21
5.7 Bidder Certifies that All Equipment and Software is "Off-the-Shelf"	22
5.10 Software Publisher Certification and Software Publisher Authorization	22
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS	24
6.1 Security Requirement	24
6.2 Financial Capability	24
PART 7 - RESULTING CONTRACT CLAUSES	25
7.1 Requirement	25
7.2 Optional Goods and/or Services	25
7.3 Task Authorization	26
7.4 Standard Clauses and Conditions	28
7.5 Security Requirement	28
7.6 Contract Period	29
7.7 Delivery Date	29

7.8 Authorities	29
7.9 Payment	30
7.10 Invoicing Instructions	32
7.11 Certifications	32
7.12 Federal Contractors Program for Employment Equity - Default by Contractor	32
7.13 Applicable Laws	32
7.14 Priority of Documents	32
7.15 Foreign Nationals (Canadian Contractor)	33
7.16 Foreign Nationals (Foreign Contractor)	33
7.17 Insurance Requirements	33
7.18 Limitation of Liability - Information Management/Information Technology	33
7.19 Joint Venture Contractor	34
7.20 Subscription Software	34
7.21 Subscription Software Maintenance and Support	35
7.22 Professional Services - General	36
7.23 Safeguarding Electronic Media	37
7.24 Representations and Warranties	37
7.25 Access to Canada's Property and Facilities	37
7.26 Termination for Convenience	37
7.27 Identification Protocol Responsibilities	38

List of Annexes to the Resulting Contract:

Solicitation No. - N° de l'invitation

EN869-141670/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

006eem

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

20141670

File No. - N° du dossier

006eemEN869-141670

CCC No./N° CCC - FMS No/ N° VME

Annex A	Statement of Requirements
Annex B	Basis of Payment
Annex C	Federal Contractors Program for Employment Equity - Certification
Annex D	Security Requirements Check List
Annex E	Task Authorization Form

Forms:

- Form 1 - Bid Submission Form
- Form 2 - Substantiation of Technical Compliance Form
- Form 3 - Software Publisher Certification Form
- Form 4 - Software Publisher Authorization Form

BID SOLICITATION
FACETED DOCUMENT MIGRATION
SOFTWARE AND SERVICES SOLUTION
FOR
PUBLIC WORKS AND GOVERNMENT SERVICES 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 Requirements and any other annexes.

1.2 Summary

Canada has an initial requirement for a commercially available Faceted Document Migration Software and Services Solution (FDMSSS) (the "**Software Solution**"). The required Software Solution must include the Subscription Software, a 12-month warranty, software maintenance and support, and documentation. Professional services must also be provided, if requested. The bid solicitation is intended to result in the award of a contract for 1 year, plus 5 irrevocable option(s) allowing Canada to extend the term of the Contract by one year each. All parts of the Software Solution must be available to the Client Users 24 hours a day, 7 days a week, 365 days a year, in English, and operate at all times in accordance with the Statement of Requirements in the Client's operational environment described in this bid solicitation.

PWGSC (Information Technology Services Branch) is the Initial Client that will use the FDMSSS (the "Software Solution"). However, this bid solicitation will also allow Canada to make the Software Solution available to any department or Crown corporation (as those terms are defined in the *Financial Administration Act*) or any other party for which the Department of Public Works and Government

Services is authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act* (each a “**Client**”). Although Canada may make the Software Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs. When the Software Solution is made available to Clients other than the Initial Client, any required professional services or training will be purchased under a separate contract.

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

There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the “Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders” document on the Departmental Standard Procurement Documents (<http://www.pwgsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) Website.

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

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions 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 (2014-03-01) 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 twenty (120) 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 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 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 Requirements 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.

2.7 Volumetric Data

The data included in this bid solicitation has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of FDMSS will be consistent with this data. It is provided purely for information purposes.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (3 hard copies and 1 soft copy)
- (ii) Section II: Financial Bid (1 hard copy and 1 soft copy)
- (iii) Section III: Certifications (1 hard copy)

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

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

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

- (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 Multiple Bids from a Bidding Group:**

- (i) One bidding group may participate in the submission of:
 - (A) one bid from any member of the bidding group on its own and one bid from any member of the bidding group submitted in a joint venture that includes at least one party that is not related to any of the members of the bidding group;
 - (B) two bids submitted in joint venture, each of which contains one or more members of the bidding group, where at least one of the joint ventures includes at least one party that is not related to any of the members of the bidding group; or
 - (C) two bids, each of which is from a different member of the bidding group on its own.
- (ii) The submission of any bids from one or more members of the same bidding group, except as set out in (i), is not permitted in response to this bid solicitation. If the

members of a bidding group participate in additional bids, Canada will choose in its discretion which bids to consider. If the members of a bidding group choose to participate in two bids, each bid must be a physically separate document, clearly marked as a separate bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid must be complete.

- (iii) For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
- (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

(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) In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (b) The technical bid consists of the following:
- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Form 1 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 and the

Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- (ii) Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex A (Statement of Requirements) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. 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 declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, 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) Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name, telephone number and e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated.
- (iv) Proposed Resources:** The technical bid must include résumés for the resource identified in Annex A - Statement of Requirements. Where resources are required for more than one resource category, 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:
- (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 (refer to Part 5, Certifications).
 - (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 or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity.
 - (D) For work experience, PWGSC will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.

- (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). PWGSC 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 PWGSC, 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.

(v) Customer Reference Contact Information:

- (A) The Bidder must provide customer references who must each confirm, if requested by PWGSC Contracting Authority, that the information provided in response to M-16 and R-11 is accurate.
- (B) The form of question to be used to request confirmation from customer references is as follows:

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, telephone number and 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.

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.

- (vi) List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Subscription Software required for the proposed Software Solution.

3.2 Section II: Financial Bid

- (a) Pricing:** Bidders must submit their financial bid in accordance with the **Basis of Payment in Annex B**. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) All 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.

- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.3 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 technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of the Client and PWGSC (Acquisitions Branch) 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; or
- (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 is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (ii) Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.
- (iii) The mandatory requirements are described in Annex A - Statement of Requirements.

(b) Point-Rated Technical Criteria:

- (i) 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 Annex A - Statement of Requirements.

- (ii) A **Total Technical Score (TTS)** will be determined in accordance with the specific evaluation criteria set out in Annex A - Statement of Requirements. There are a maximum of **280** points available for rated criteria in the Technical Bid. A Bidder must obtain a minimum evaluated TTS of **168** points (i.e. 60%) or higher out of the overall point-rated maximum points. In all calculations, the TTS will be rounded to two decimal places.
- (iii) If a Bidder does not obtain an evaluated TTS of **168** points or higher, it will be considered non-responsive and will be disqualified.

(c) 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 on the same day using the e-mail address provided in the bid. Canada will not award any points 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 e-mail, 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 e-mail 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.
- (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 the PWGSC Contracting Authority chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

(d) Demonstration:

- (i) The top-ranked Bidder (identified after the financial evaluation) must demonstrate the mandatory and rated requirements listed in Annex A, Statement of Requirements.
- (ii) The demonstration must be conducted, at no cost to Canada, at a location in Canada agreed to by the Contracting Authority. Canada will pay its own travel and salary costs associated with any demonstration. Canada will provide no fewer than 5 working days of notice before the scheduled date for the demonstration. Once the demonstration has begun, it must be completed within 5 days. The demonstration must be conducted during normal business hours, to be determined by the Contracting Authority. Despite

the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of a demonstration, reduce the score of the Bidder on any rated requirement, if the demonstration indicates that the score provided to the Bidder on the basis of its written bid is not validated by the demonstration. The Bidder's score will not be increased as a result of any demonstration. If the Bidder's score is reduced by the demonstration, Canada will reassess the ranking of all bidders.

- (e) **Number of Resources Evaluated:** Only one of resource will be evaluated as part of this bid solicitation as identified in Annex A. Additional resources will only be assessed after Contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract's Statement of Requirements in accordance with Annex A.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the **Total Bid Price (TBP)** using the Pricing Tables completed by the Bidder. Each bid will be reviewed for compliance with the mandatory financial requirements of the bid solicitation.
- (b) For the purposes of bid evaluation only, the TBP will be the total of the Bidder's proposed prices in each of the following tables:
- (i) Annex B - Table 1 - Initial Subscription User Licenses for FDMSS
 - (ii) Annex B - Table 2 - Optional Subscription User Licenses for FDMSSS
 - (iii) Annex B - Table 3 - Per Diem Rate for Professional Services on an "As and When Requested" Basis

To complete this calculation the following formula will be used:

Total Bid Price (TBP) = Table 1 Total + Table 2 Total + Table 3 Total

[Note to Bidders: Table Totals will be calculated using the formula that follows the corresponding table in Annex B.]

(c) 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.

(d) Substantiation of Professional Services Rates

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

- (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 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 before 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 Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;
- (iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (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 may 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 Ranking of Bids

The top ranked bid will be determined based on the highest responsive combined rating of technical merit and price.

60% weightage will be given to the technical bid and 40% weightage will be given to the financial bid as per the following formula:

Points received for rated requirements X 60% = Total 1
Maximum score possible

Lowest Total Bid Price X 40% = Total 2
Total Bid Price of the bid being ranked

(Total 1) + (Total 2) = Combined Rating of Technical Merit and Price.

- (a) Top-ranked responsive bids will be determined based on the proposal which has met all mandatory criteria and offers the Highest Responsive Combined Rating of Technical Merit and Price as calculated above.

4.5 Basis of Selection

- (a) To be declared responsive, a bid must:
 - (i) comply with all the requirements of the bid solicitation;
 - (ii) meet all mandatory criteria; and,

- (iii) obtain the required minimum of 168 points overall for the technical evaluation criteria (Rated Requirements) which are subject to point rating. There are a maximum of 280 points available.
- (b) Bids not meeting (i), (ii), and (iii) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be considered to be the top ranked bid. If more than one bid is ranked first because of identical overall scores, then the bid with the highest technical points will be considered the top ranked bid. The Bidder with the top ranked bid will be invited to complete the Demonstration. Subject to successfully completing the Demonstration, the Bidder will be recommended for award of a contract.
- (c) 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.

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 Certifications Precedent to Contract Award

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

1 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.

2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
- (i) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - (ii) the name, qualifications and experience of a proposed replacement immediately available for work; and
 - (iii) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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

- (A) set aside the bid and give it no further consideration; or
- (B) evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

- (d) If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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

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

5.4 Software Publisher Certification and Software Publisher Authorization

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- (a) Before award of a contract, the following conditions must be met:
- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents web-site.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

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 Requirements, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) granting the license to use the Subscription Software described in the Contract;
 - (ii) providing the Software Documentation, including, at a minimum, a technical configuration and usage guide and a software development kit,
 - (iii) providing maintenance and support for the Subscription Software during the Software Support Period;
 - (iv) providing professional services, 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:** The initial Client is PWGSC (Information Technology Services Branch). However, the Contracting Authority can add additional Clients from time to time, which may include any department or Crown corporation as described in the *Financial Administration Act* (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (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 any Hardware, the license to use the Subscription Software (the Subscription Software itself is not a deliverable, because the Subscription Software is only being licensed under the Contract, not sold or transferred) and any Leased Hardware

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 a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Form and Content of Task Authorization:**
- (i) The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex E.
- (ii) The draft 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 draft TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- (iii) A draft 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 incurred on the work under the TA, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
- (M) any other constraints that might affect the completion of the task.
- (c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within 2 working days of receiving the draft Task Authorization or within any longer time period specified in the draft TA), the proposed total price 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 validly issue the TA.

(d) 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 \$25,000 (including Applicable Taxes), the TA must be signed by the Technical Authority; and
- (ii) For any TA with a value greater than this amount, a TA must be signed by the Technical Authority and Contracting Authority.

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 Task Authorizations issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted 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) 1st quarter: April 1 to June 30;
 - (B) 2nd quarter: July 1 to September 30;
 - (C) 3rd quarter: October 1 to December 31; and
 - (D) 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 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 of each resource involved in performing the TA, as applicable;
 - (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
 - (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
 - (F) the start and completion date for each authorized task; and
 - (G) the active status of each authorized task 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 (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
 - (B) the total amount, exclusive of Applicable Taxes, 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 validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

7.4 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in 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.

(a) **General Conditions:**

- (i) 2030 (2014-03-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

The text under Subsection 04 of Section – Code of Conduct and Certifications of 2030 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) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

7.5 Security Requirement

The following security requirement (SRCL and related clauses) applies and forms part of the Contract.

a. **Canadian Contractor:**

- 1) The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2) The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- 3) The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

- 4) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 5) The Contractor must comply with the provisions of the:
 - i) Security Requirements Check List and security guide (if applicable), attached at Annex D;
 - ii) Industrial Security Manual (Latest Edition).

b. Foreign Contractor:

1. The Foreign recipient Contractor shall, at all times during the performance of the Contract, hold a valid Facility Security Clearance, issued by the NSA/DSA of **the UNITED STATES of AMERICA**, at the equivalent level of CONFIDENTIAL, in accordance with the National Policies of **the UNITED STATES of AMERICA**. All CANADA PROTECTED information / assets accessed by the Foreign recipient Bidder shall NOT be safeguarded at the Foreign recipient's sites.
2. CANADA PROTECTED information/assets shall be released only to Foreign recipient Contractor personnel, who have a need-to-know for the performance of the Contract and who have a **Personnel Security Clearance** at the level of CONFIDENTIAL, granted by their respective NSA/DSA, in accordance with the National Policies of **the UNITED STATES of AMERICA**.
3. CANADA PROTECTED information/assets provided or generated pursuant to this Contract shall not be further provided to a third party Foreign recipient Subcontractor unless:
 - a. written assurance is obtained from the third-party Foreign recipient's NSA/DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED information by the third-party Foreign recipient's NSA/DSA; and
 - b. written consent is obtained from the NSA/DSA of **the UNITED STATES of AMERICA**, if the third-party Foreign recipient Subcontractor is located in a third country.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of their respective NSA/DSA, in accordance with the National Policies of **the UNITED STATES of AMERICA**.
5. The Foreign recipient Contractor shall not disclose the CANADA PROTECTED information to a third party government, person, firm, or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/Designated Security Authority (NSA/DSA). The Canadian DSA is the Director, International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC).
6. The Foreign recipient Contractor shall not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the Contractor without the prior written approval of the Government of Canada. This approval must be obtained by contacting the Canadian DSA.
7. The Foreign recipient Contractor visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada DSA, through their respective NSA/DSA.
8. The Foreign recipient Contractor shall immediately report to its respective NSA/DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets furnished to or generated by the Foreign recipient Contractor, pursuant this Contract, have been lost or disclosed to unauthorized persons.
9. The Foreign recipient Contractor shall comply with the provisions of the Bilateral Industrial Security Memorandum of Understanding between **the UNITED STATES of AMERICA** and Canada, in relation to equivalencies.

10. The Foreign recipient Contractor must comply with the provisions of the **Security Requirements Check List** attached at Annex D.

The FOREIGN recipient Contractor must use the below table of equivalency in conjunction with the above paragraphs, in accordance with the National Policies of **the UNITED STATES of AMERICA** and in accordance with the provisions of the Bilateral Industrial Security Memorandum of Understanding between **the UNITED STATES of AMERICA** and Canada, in relation to the equivalencies of CANADA PROTECTED and / or CLASSIFIED information / assets.

UNITED STATES of AMERICA & CANADA TABLE OF SECURITY CLEARANCE EQUIVALENCY

CANADA	
PROTECTED	CONFIDENTIAL

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 1 year later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

- (b) **Option to Extend the Contract:**

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 5 additional 1-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 at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.7 Delivery Date

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

- (i) The license for Initial Users to use the Subscription Software described in the Contract must be delivered within 10 days of Contract award.
- (ii) Additional licenses to use the Subscription Software must be delivered within 10 days of the award of a Contract Amendment;
- (iii) Software Documentation, including, at a minimum, a technical configuration and usage guide and a software development kit, must be delivered within 10 days of Contract award.
- (iv) Maintenance and support for the Subscription Software during the Software Support Period must be available upon delivery of the Subscription Software;
- (v) Professional services must be delivered as and when requested by Canada, in accordance with the associated Task Authorization.

7.8 Authorities

- (a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Elizabeth Quenville
 Title: Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: Software and Shared Systems Procurement Directorate
 Address: 4C1, PDP III, Gatineau, QC K1A 0S5
 Telephone: 613-937-2727
 Facsimile: 819-953-3703
 E-mail address: elizabeth.quenville@pwgsc.gc.ca

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

(b) Technical Authority

The Technical Authority for the Contract is:

(To be completed at Contract Award)

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

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

(c) Contractor's Representative

(To be completed at Contract Award)

7.9 Payment

(a) Basis of Payment

- (i) Subscription Software, Maintenance and Support:** For the license(s) to use the Subscription Software (including delivery, installation, integration and configuration of the Subscription Software, Subscription Software Maintenance and Support Services, and the Software Documentation) in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra. The firm prices include the warranty during the Software Warranty Period and maintenance and support during the Software Support Period.

Estimated Cost: \$ _____

- (ii) Optional Additional Software Licenses:** For additional licenses for additional Users to use the Subscription Software (including delivery, installation, integration and configuration of the Subscription Software, Subscription Software Maintenance and Support Services and the Software Documentation), if Canada exercises its option, Canada will pay the

Contractor the firm price *per user* set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra. If additional licenses to use the Subscription Software are purchased during the Software Support Period, Canada will pay the applicable price for the Subscription Software including Maintenance and Support of that number of licenses divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that Subscription Licenses and maintenance and support services will only be provided for a partial year).

Estimated Cost: \$ _____

- (iii) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued 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, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ _____

- (iv) **Pre-Authorized Travel and Living Expenses**

Canada will not pay any travel or living expenses associated with performing the Work

- (v) **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.
- (vi) **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 or chooses to exercise any of the rights provided to it under the general conditions, 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.
- (vii) **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**

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

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

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

- (d) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly 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 Maintenance and Support 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) 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 with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by 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 Ontario (Canada).

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) 4003;
 - (ii) 4004;
- (c) general conditions (2030)(2014-06-26);
- (d) Annex A, Statement of Requirements;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Federal Contractors Program for Employment Equity - Certification;
- (g) Annex D, Security Requirements Check List;
- (h) the signed Task Authorizations;
- (i) 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.*

7.16 Foreign Nationals (Foreign Contractor)

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

7.17 Insurance Requirements

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

7.18 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 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1M.

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

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

(c) Third Party Claims:

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

7.19 Joint Venture Contractor

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

Note to Bidders: This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

7.20 Subscription Software

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

Subscription Software Licenses	The Subscription 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	User License
Number of Users Licensed	10 Initial Users (estimated)
Option to Purchase Subscription Licenses for Additional Users	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Annex B on the same terms and conditions as the initial User licenses granted under the Contract, <i>including for additional Clients within the scope of the Contract</i> . 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 Subscription Software	The Subscription Software must be delivered in English.
Delivery Location	<u>aniello.dimeglio@tpsgc-pwgsc.gc.ca</u>
Media on which Subscription Software must be Delivered	E-mail
Term of License	One year subscription license
Software Warranty Period	12 months

(b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Subscription 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 Subscription 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 Subscription Software and, instead, decides to provide upgrades to the Subscription Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

7.21 Subscription Software Maintenance and Support

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

Software Support Period	One year
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 licences 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 4 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

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.4 (JULY 26, 2013)		
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

	Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Contractor must keep track of software releases for the purpose of configuration control	Yes
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: _____ Toll-free Fax Access: _____ Email Access: _____ The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication. <i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>
Website	In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the 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 _____. <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>
Language of Support Services	The Support Services must be provided in English and, if available, in French.

7.22 Professional Services - General

- (a) The Contractor must provide the professional services of a Technical Analyst, 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 (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

7.23 Safeguarding Electronic Media

- (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.

7.24 Representations and Warranties

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

7.25 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.26 Termination for Convenience

With respect to Section 32 of 2030, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

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

(b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

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

7.27 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement 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 twenty working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.4 (JULY 26, 2013)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

ANNEX A

STATEMENT OF REQUIREMENTS

(attached)

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.4 (JULY 26, 2013)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

ANNEX B

BASIS OF PAYMENT

TABLE 1 - FIRM LOT PRICE FOR INITIAL REQUIREMENT			
Item # (A)	Description (B)	Unit of Measure (C)	All Inclusive Firm Lot Price (D)
1	Year 1: For the provision of the annual Subscription Licenses, including Documentation, Warranty and Maintenance and Support Services, all as detailed in this Contract and Annex A - Statement of Requirements.	10 Users	\$
2	TOTAL:		(Item 1, Column D)

TABLE 2 - FIRM USER PRICE FOR OPTIONAL ADDITIONAL USERS OF THE SOLUTION DURING THE INITIAL AND OPTIONAL PERIODS			
Item # (A)	Description (B)	Unit of Measure (C)	All Inclusive Firm Price Per User Per Year (D)
1	Year 1: For the provision of the annual Subscription Licenses, including documentation and Warranty and Maintenance and Support Services, all as detailed in this Contract and Annex A - Statement of Requirements.	User (see Note 1)	\$
2	Option Year 1: For the provision of the annual Subscription Licenses, including documentation and Warranty and Maintenance and Support Services, all as detailed in this Contract and Annex A - Statement of Requirements.	User (see Note 1)	\$
3	Option Year 2: For the provision of the annual Subscription Licenses, including documentation and Warranty and Maintenance and Support Services, all as detailed in this Contract and Annex A - Statement of Requirements.	User (see Note 1)	\$
4	Option Year 3: For the provision of the annual Subscription Licenses, including documentation and Warranty and Maintenance and Support Services, all as detailed in this Contract and Annex A - Statement of Requirements.	User (see Notes 1)	\$
5	Option Year 4: For the provision of the annual Subscription Licenses, including documentation and Warranty and Maintenance and Support Services all as detailed in this Contract and Annex A - Statement of Requirements.	User (see Note 1)	\$
6	Option Year 5: For the provision of the	User	\$

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.4 (JULY 26, 2013)		
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

	annual Subscription Licenses, including documentation and Warranty and Maintenance and Support Services, all as detailed in this Contract and Annex A - Statement of Requirements.	(see Note 1)	
7	TOTAL:		Sum of (Average of Column D, Items 1 to 6) x 120

Note 1: In order to provide for a common termination date for the Solution, where additional Licenses are acquired part way through the Contract period, Canada will pay an amount based on the firm user price set out in Annex B, Table 2, divided by twelve (12) and then multiplied by the number of months to the common Subscription end date.

TABLE 3 - PER DIEM RATES FOR PROFESSIONAL SERVICES ON AN "AS AND WHEN REQUESTED" BASIS				
Item #	"As and when requested" Professional Services as detailed in Article 7.21. For the provision of training, as detailed in this Contract, as and when requested by Canada, in accordance with an approved Task Authorization as detailed in 7.3.	All inclusive Firm Per Diem Rate for the services of a Technical Analyst (A)	No. Of Days for Evaluation Purposes (B)	EXTENDED PRICE FOR EVALUATION PURPOSES (A x B) = (C)
1	Year 1	\$	60	
2	Option Year 1	\$	10	
3	Option Year 2	\$	10	
4	Option Year 3	\$	10	
5	Option Year 4	\$	10	
6	Option Year 5	\$	10	
7	TOTAL:			Sum of (Item 1, Colum C to Item 6, Colum C)

TABLE 4 - TOTAL BID PRICE FOR EVALUATION PURPOSES		
ITEM NO.	DESCRIPTION	PRICE
1	FIRM LOT PRICE FOR INITIAL USERS OF THE SOLUTION	\$ Total from Table 1
2	FIRM USER PRICE FOR OPTIONAL ADDITIONAL USERS OF THE SOLUTION DURING THE INITIAL AND OPTIONAL PERIODS	\$ Total from Table 2
3	PER DIEM RATES FOR PROFESSIONAL SERVICES ON AN "AS AND WHEN REQUESTED" BASIS	\$ Total from Table 3
TOTAL BID PRICE (TBP) FOR EVALUATION PURPOSES:		Item 1 + Item 2 + Item 3

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.4 (JULY 26, 2013)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

ANNEX C**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- () A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- () A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- () B1. The Bidder is not a Joint Venture.

OR

- () B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.4 (JULY 26, 2013)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

ANNEX D

SECURITY REQUIREMENTS CHECK LIST

(attached)

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.4 (JULY 26, 2013)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

TASK AUTHORIZATION (TA) FORM

CONTRACTOR		CONTRACT NUMBER:	
COMMITMENT #		FINANCIAL CODING:	
TASK NUMBER (AMENDMENT):		ISSUE DATE:	RESPONSE REQUIRED BY:

7. APPROVAL - SIGNING AUTHORITY

Signatures (Client)	Signatures (PWGSC)
Name, Title and Signature of Individual Authorized to sign:	
Technical Authority: _____	Contracting Authority ¹ : _____
Date: _____	Date: _____

¹ Signature required for projects valued at \$25,000. 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.

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

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.4 (JULY 26, 2013)		
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

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.]	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
Signature of Authorized Representative of Bidder	

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.4 (JULY 26, 2013)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

Form 2 - Substantiation of Technical Compliance Form

Article of Statement of Requirements (SOR) that Requires Substantiation by the Bidder	Bidder Substantiation	Reference to Additional Substantiating Materials Included in Bid
M-1		
M-2		
M-3		
M-4		
M-5		
M-6		
M-7		
M-8		
M-9		
M-10		
M-11		
M-12		
M-13		
M-14		
M-15		
R-1		
R-2		
R-3		
R-4		
R-5		
R-6		
R-7		
R-8		
R-9		
R-10		
R-11		
R-12		
R-13		

Form 3**Software Publisher Certification Form**

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

The Bidder certifies that it is the software publisher of all the following software products and 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 pursuant to the terms set out in the resulting contract:

[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 the 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 _____

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

HIGH COMPLEXITY TEMPLATE: CUSTOMIZED INFORMATICS VERSION 2.4 (JULY 26, 2013)

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____



Statement of Requirements for a Faceted Document Migration Software and Services Solution (FDMSSS)

Table of Contents

1.0	Title	3
1.1	Requirement.....	3
1.2	Background	3
1.3	Objectives	5
1.4	Solution Scope within the PWGSC GCDOCS Initiative	5
1.5	Reporting Requirements	Error! Bookmark not defined.
1.6	Constraints	Error! Bookmark not defined.
1.7	Location.....	7
1.8	Travel.....	Error! Bookmark not defined.
1.9	Language Requirements.....	7
1.10	Basis of Contract Award	Error! Bookmark not defined.
1.11	Solution Mandatory Functional and Performance Requirements	8
1.11.1	Software Solution.....	8
1.11.2	Bidder and Professional Services Resources.....	10
1.12	Demonstration	Error! Bookmark not defined.

1.0 Title

Faceted Document Migration Software and Services Solution (FDMSSS)

1.1 Requirement

Public Works and Government Services Canada (PWGSC) requires a migration solution that includes licensed software, maintenance and support services. PWGSC may also require professional services to support the migration software, on an as-and-when-requested basis, including the installation, configuration and knowledge transfer on the configuration and use of the migration software.

1.2 Background

PWGSC includes twelve branches and five regional offices that are responsible for providing and managing services to the Government of Canada, Canadians, and internally to the department.

Treasury Board Secretariat (TBS) is promoting the use of a new electronic documents and records management system (EDRMS) called GCDOCS. PWGSC has made the decision to move to the new platform. Based on OpenText Content Server 2010, GCDOCS will provide substantial efficiency gains for the department, as per PWGSC's design objectives for Content Server, by employing a new recordkeeping foundation, new user experience, and new technology.

With GCDOCS we will be able to share, use and access information from across the PWGSC organization, ensuring the right information at the right time. It will provide a single, secure, and organized location for all the information created. In addition, GCDOCS will allow PWGSC to sustain the effective management of documents and records throughout their entire life cycle, including the final disposition of information, in accordance with disposition authorities and schedules. This will also support PWGSC in minimizing access to information and litigation risks through proper information management, retention, disposition and archiving.

The migration of Information Resources of Business Value (IRBV) and Information Resources of Enduring Value (IREV) is a key element to consider in transitioning to GCDOCS.

GCDOCS will contain PWGSC's IRBV, IREV and transitory information which will allow easier access to documents that may otherwise have been time consuming to locate. Transitory information does not have business value but can be reference information that supports the creation of information of business value. Migrating content from one or more current sources to a central repository will increase efficiency and create a consistent, unified view which allows users to leverage all business-critical content and IRBV, ultimately leading to improved decision making.

IRBV, IREV and active transitory information are currently being manually migrated from legacy E-DRM (based on OpenText edocs), Microsoft Office applications and shared drives into the new target GCDOCS repository. The current migration is being carried out by PWGSC employees on a document by document basis with no migration solution, automated clean-up or batch migration script for migrating IRBV, IREV, transitory information, metadata and customized recordkeeping (RK) retention periods.

PWGSC has an estimated 45 terabytes of information resources on E-DRM and shared drives. Currently, there are over 2 million documents that reside in the E-DRM repository and approximately 15 million documents stored on shared drives. An estimated 30% of staff at PWGSC currently use the corporate E-DRM (OpenText edocs) repository. An estimated 10% of people are currently using GCDOCS (OpenText Content Server 2010). Manual document and metadata migration is an arduous, taxing and inefficient process, not to mention an inefficient use of staff resources and productivity.

Without a solution and supporting services to migrate documents, it is unreasonable and impractical to expect that the user community will continue to migrate documents on their own. This will severely impact the success of the GCDOCS initiative.

Migration of information must be conducted under a controlled and measured process. Documents have been created in current repositories over the course of many years. In many cases, authors of documents are unknown or may have left the department. An analysis of current repositories must be carried out to ensure duplicate information is not migrated, ensure that information is migrated to the correct target area, and ensure that information is correctly classified. If the author is known, this metadata must also be carried and applied to the document in the target area.

A PWGSC GCDOCS Migration Team will be formed to ensure that migration activities are conducted following a controlled and measured process. The PWGSC GCDOCS Migration Team will be composed of PWGSC resources consisting of a technical analyst, business analyst and subject matter expert(s) from client departments who will represent their business areas and identify candidate information for migration.

The expected outcomes of migrating PWGSC's information residing in legacy repositories to GCDOCS are to:

1. Ensure that all IRBV, IREV and active transitory information resources are identified and migrated to GCDOCS within the proper folder structures and with the appropriate access control lists, versions and metadata.
2. Expedite the sunset of legacy repositories, i.e. shared drives and E-DRM, by providing detailed document analysis and identification prior to migration; and facilitate transition to GCDOCS for staff.
3. Provide a user work environment that promotes a unified, consistent view and access to content, thereby realizing efficiencies through the:

- Minimization of costs of multiple storage locations
- Improvement in search and retrieval of information resources
- Elimination of duplicates as well as minimizing duplication of effort and encouraging reuse of corporate intellectual property
- Elimination of risks to information currently stored on vulnerable media devices such as CDs, USB drives, etc.
- Reduction of litigation exposure through proper information retention and disposition

1.3 Objectives

The objective of this Bid Solicitation is to obtain a migration solution to assist PWGSC in conducting the analysis, organization and migration of an estimated 30% to 40% of the total 45 terabytes of information (over 17 million documents) from legacy PWGSC repositories to GCDOCS. Any resulting Contract may also be used to acquire professional services to assist the PWGSC Migration Team with the installation, configuration and knowledge transfer on the configuration and use of the migration software.

1.4 Solution Scope within the PWGSC GCDOCS Initiative

1.4.1 Professional Services Resource and Tasks

The Contractor must be able to provide the following professional services resource, if requested by the Client through a Task Authorization:

Technical Analyst

The Technical Analyst's tasks may include, but are not limited to:

- Installing the Licensed Software and demonstrating to the PWGSC Technical Analyst how to perform installation;
- Configuring the Licensed Software, establishing connections to source repositories i.e. E-DRM and shared drives, and demonstrating how to do so to the PWGSC Technical Analyst;
- Building technical scripts to migrate information from source repositories to GCDOCS, and demonstrating to the PWGSC Technical Analyst how these scripts are built and can be re-used as templates; and,
- Providing knowledge transfer sessions and coaching to the PWGSC GCDOCS Migration Team's Technical Analyst on the configuration and use of the software.

1.4.2 Summary of the Work

Using a phased approach, PWGSC will deploy a migration team.

Phase 1

Following the award of any resulting Contract, PWGSC will deploy 1 migration team consisting of 3 PWGSC GCDOCS Migration Team members (technical analyst, business analyst and subject matter expert) to conduct migration exercises in a given Branch. During Phase 1, the Contractor's resource may be required to provide knowledge transfer sessions and coaching to the PWGSC GCDOCS Migration Team on the installation, configuration of and use of the software, to the satisfaction of the Technical Authority to allow PWGSC staff to configure and operate the Solution's Licensed Software independent of further professional services.

It is estimated that the Contractor's technical resource may be employed under phase1 for a period of up to 60 days. If required, the Contractor's technical resource would be requested through the use of a Task Authorization.

Phase 2

PWGSC will carry out migration exercises using the migration software over a planned 2 year period, across the remaining 11 Branches and 5 Regional offices. Although it is not anticipated that Professional Services will be required from the Contractor for this phase, there may be a need for expertise from the Contractor's technical resource as requested through the Task Authorization process.

1.4.3 Technical Environment

- The Software must execute on, operate with and support Windows 7 operating systems and must create target documents in OpenText Content Server via the OpenText Content Server Web Services API.
- The Software must be able to migrate documents of any file type supported in Content Server, including PDF, DOC, XLS, PPT, JPG, HTML, XML, Microsoft Visio and Project files.
- The migration of documents will be done using the PWGSC GCDOCS (Content Server) production environment. The execution of the software to carry out bulk document migrations must not cause a degradation of the production environment performance for employees currently utilizing GCDOCS.



1.5 Location

Work will be carried out at PWGSC premises currently located at 11 Laurier, Gatineau, Québec..

1.6 Language Requirements

The Contractor's resources must be fluent in the English language. Fluent means that the individual must be able to communicate orally and in writing without assistance and with minimal errors.

1.7 Solution Mandatory Functional and Performance Requirements

1.7.1 Software Solution

Mandatory Number	Requirements Description	Substantiation
M-1	The Solution must provide an interface for the <i>migration team</i> to select source documents/records for migration, as well as the destination location (<i>target folders in OpenText Content Server</i>) and re-create folders or sub-folders within Content Server.	
M-2	The Solution must copy all identified source documents/records to the identified destination locations while maintaining the document's integrity and preserving/copying the source documents/records metadata.	
M-3	The Solution must provide an interface to allow the <i>migration team</i> to perform a mapping of source metadata fields/attributes to destination metadata fields/attributes – namely, <i>author, document name</i> and <i>creation date</i> .	
M-4	In migrating documents/records to OpenText Content Server 10; the Solution must support the following source repositories: <ul style="list-style-type: none"> • OpenText eDocs • Network shared drives 	
M-5	In migrating documents/records to OpenText Content Server 10; the Solution must auto-detect the application type and document extension and associate these values with the document in the target repository (OpenText Content Server 10).	
M-6	The Solution must execute on, operate with and support Windows 7 operating systems.	
M-7	The Solution must have the ability to migrate documents/records to OpenText Content Server 2010 version 10.0.	
M-8	The Solution must be able to migrate documents of any file type supported in Content Server, including PDF, DOC, XLS, PPT, JPG, HTML, XML, Microsoft Visio and Project files.	
M-9	The Solution must create target documents in OpenText Content Server via the OpenText Content Server Web Services API.	

M-10	<p>The Solution must log details of all migration transactions and all user operations performed for audit purposes.</p> <p>At a minimum, the log must contain the name of the user logged, the date and time for each transaction, the type of transaction performed, the details of the content transferred, the source location, the destination, the result of the transaction, and whether the document was successfully marked as being transferred.</p>	
M-11	The Solution must allow the User to interrupt the transfer at any time and restart it where it left off without added manipulation of content or data.	
M-12	The Solution must bypass migration errors and generate a report of which information resources it was not able to migrate within a batch of files selected for migration.	
M-13	The Solution must have functionality to schedule execution of migration scripts during off-peak hours.	

Rated No.	Rated Requirements Description	Rated
R-1	<p>The Solution should be responsive to the source repository analysis and clean-up requirements by having the functionality to:</p> <ul style="list-style-type: none"> • 1. Identify duplicates and near-duplicates (with only iterative differences in content or formatting) across all repositories; (20 points) • 2. Group similar documents; (10 points) • 3. Allow the specification of types of documents that should not be migrated, i.e. temporary or back-up files, documents accessed two years ago, etc. (10 points) 	40 points
R-2	<p>The Solution should have the functionality to dispose from source repositories:</p> <ul style="list-style-type: none"> • records that meet criteria (expiry date) for disposal (10 points) • duplicate documents (10 points) 	20 points
R-3	The Solution should have the functionality to optionally migrate all or selected versions of the selected documents from a source repository into a single document in Content Server.	20 points
R-4	<p>The Solution should have functionality to:</p> <ul style="list-style-type: none"> • Extract audit information, including the history of modifications, for selected documents and folders; (10 points) • Export this information or store this information in the Content Server audit tables (10 points) 	20 points
R-5	For migrated documents that contain links to other documents, the Solution should re-construct the links within the target document. Constructed links should point to newly migrated documents within	20 points

	GCDPCS.	
R-6	When content is copied and not moved, the Solution should ensure that source content is labelled as having been already transferred. Further attempts at migrating content that was already migrated should require the User to confirm the choice of repeating the move or skipping documents already transferred.	20 points
R-7	The Solution should have the functionality to produce a file tree of a shared drive (or segment thereof) to assist in identifying candidate folders and documents to migrate.	15 points
R-8	The Solution should have the functionality to tag the document as migrated and apply action(s) indicating a move to another location which makes the document read only in the source system upon successful migration.	15 points
R-9	The Solution should provide both a 'progress indicator' and an 'estimated time for completion' during migration.	10 points
R-10	The Solution should leave a "stub file" in the source folder which is a working link to the new document in GCDPCS. The "stub file" should contain the label "migrated" as a suffix or prefix.	10 points
Total Maximum Rated Points – Software Solution		190 Points
Total Minimum Rated Points Required (60%) – Software Solution		114 Points

1.7.2 Bidder and Professional Services Resources

Mandatory Number	Requirements Description	Comply
M-14	<p>The Bidder must demonstrate that it has implemented the Solution for three different external clients.</p> <p>Each implemented software solution must:</p> <ul style="list-style-type: none"> • Have been implemented for an external client with a minimum of 500 users; • Have migrated a minimum of 100,000 documents (email, Word, Excel, Powerpoint) to an OpenText Content Server solution; • Have been started and completed migration of documents within the three years preceding the posting date of this bid solicitation. 	

	The Bidder must provide customer reference contact information in order to validate the client, number of users, number of documents migrated, and date within the last three years. This must include company/individual name, e-mail address and phone number.	
M-15	<p>The Bidder must have available a Technical Analyst who has a minimum 2 years of experience performing the following:</p> <ul style="list-style-type: none"> A Experience in supporting the technical configuration of the solution B Experience in ensuring solution connection to source (legacy) repositories C Experience in building technical scripts (based on business rules) to allow filtering through legacy repositories D Experience building technical scripts (based on business rules) to migrate information from source to target E Experience providing knowledge transfer sessions and coaching to client technical analysts <p>The Bidder must provide a CV for the proposed resource which clearly demonstrates the experience identified under mandatory requirements A, B, C, D and E above.</p>	

Rated No.	Rated Requirements Description	Rated
R-11	<p>In addition to the three organizations that the Bidder has named in its response to M-1, the Bidder should demonstrate that it has implemented the Solution for up to 5 additional clients, with 250 users or more and migrated 50,000 documents or more (email, Word, Excel, Powerpoint) to OpenText Content Server for each client.</p> <p>In order to achieve the points, the Bidder must include customer reference contact information in order to validate the client, number of users and number of documents migrated.</p>	Max 40 points; 8 points for each client identified meeting the stated criteria, in excess of the Mandatory 3 clients
R-12	<p>The Bidder should identify the certifications they hold that substantiate the corporate capabilities to deliver, enable and support an FDMSSS; the first two certifications noted below apply to the proposed Technical Analyst and the third applies to the company submitting the Bid;</p> <p>OpenText Content Server 10 Certification (Technical Analyst); 5 points</p>	20 points

	OpenText eDocs Certification (Technical Analyst); 5 points OpenText Partner (Bidder); 10 points		
	In order to achieve the points, the Bid must include copies of any identified certifications.		
R-13	The Bidder should demonstrate that the proposed Technical Analyst has more than 2 years of experience performing the following tasks:		
	13.a) Supporting the technical configuration of the Solution	Experience in providing advice and guidance on the development, installation, testing, maintenance, monitoring.	10 points (5 points for 2-3 years experience, 10 points exceeding 3 years experience)
	13.b) Building technical scripts (based on business rules)	Experience in building technical scripts (based on business rules) to allow filtering through legacy repositories, identifying candidate information for deletion, and to allow migration from source to target, including metadata.	10 points (5 points for 2-3 years experience, 10 points exceeding 3 years experience)
	13.c) Providing knowledge transfer and coaching to technical analysts as required	Experience in providing knowledge transfer to a technical team. The knowledge transfer could be delivered with presentations or documentation, or through discussions, interviews and coaching.	10 points (5 points for 2-3 years experience, 10 points exceeding 3 years experience)
Total Maximum Rated Points – Bidder and Professional Services Resources			90 points
Total Minimum Rated Points Required (60%) – Bidder and Professional Resources			54 Points

1.8 Demonstration

The objective of the Demonstration is to substantiate and confirm the compliancy of the top-ranked Bidder's responses to the Mandatory Requirements and the scoring of the top-ranked Bidder's responses to the Rated Criteria identified in sections 1.7.1 and 1.7.2 of this document.

The Demonstration will be conducted after the Solution is installed by the Bidder on the Information Technology Service Branch (ITSB) test environment at PWGSC in Gatineau, Québec.

The Demonstration will be given to the Evaluation Team at PWGSC-ITSB by the top-ranked Bidder on site at PWGSC- ITSB's facility.

The Demonstration is comprised of the analysis, organization and migration of a large group of files/folders stored in the E-DRM repository and on shared drives.

The Bidder will be provided a period of up to five (5) working days to prepare the Solution on-site and to complete the Demonstration. Whether or not to grant an extension to the period required for the Demonstration is at the sole discretion of the Contracting Authority.

Demonstration Infrastructure

The following Demonstration test environment for the installation of the Solution will be available for the Bidder.

Server Environment

Up to 5 servers, each one with the following specs:

From 8GB to 32 GB RAM

OS: Microsoft Windows 2007 64bitEnterprise

Novell Netware

Workstation Environments

OS: Windows 7 Enterprise 32 bit (English and French)

OS: Windows XP Professional SP3 32bit (English and French)

GCDOCS OpenText Content Server 2010, MS Office Suite (English and French)

Novell Netware

Legacy Content Repositories

E-DRM, shared drives

Target Content Repository

GCDOCS OpenText Content Server 2010

Application Program Interface

Standard Web Services for Content Server 2010

1.9 Glossary

Term	Acronym	Definition
Electronic Document and Records Management System	EDRMS	A software application that provides the means of capturing documents, managing them through their life cycle, enabling retrieval at will and the sharing of corporate information in accordance with the organizations' business needs and government acts and regulations.
GCDOCS		GCDOCS is the new Government of Canada system for saving, finding and sharing electronic information. It will replace the Enterprise Document and Records Management System (EDRMS) at PWGSC.
Information Resources of Business Value	IRBV	Are published and unpublished materials, regardless of medium or form, that are created or acquired because they enable and document decision-making in support of programs, services and ongoing operations, and support departmental reporting, performance and accountability requirements. (Source: <i>Directive on Recordkeeping</i>)
Information Resources of Enduring Value	IREV	Is information identified through the scheduling process or other agreement with the Library and Archives Canada as having enduring value for purposes such as research or legal documentation.
Recordkeeping	RK	Is a field of management responsible for the systematic control of the creation, receipt, maintenance, use and disposal of records, including processes for capturing and maintaining evidence of and information about business activities and transactions in the form of records.
Metadata		Term means "data about data", or specifically in the Web context, machine-understandable information to identify, locate, and/or describe Web resources. Equivalent traditional library standards include ISBN and ISSN (identification), shelf mark/call number (location), ISBD and AACR2 (bibliographic description), LC and DDC (subject classification), LCSH (subject headings), and MARC (machine-readable communication format).
Application Program Interface	API	Specifies how some software components should interact with each other.
Repository		A repository is a container for information objects. The repository stores all of the organization's information resources in one place and can be accessed by everyone in the organization. Furthermore, a single repository acts as a common container for all business documents, records, metadata and data, and all of the information that resides there can be shared, stored, searched, saved and retrieved.
Solution		The solution referred to in this Statement of Requirements includes licensed software, maintenance and support services to support the migration of office documents from shared drives and legacy EDRM to GCDOCS OpenText

		Content Server 2010 repository
Stub File		When a document is moved from a legacy source repository to Content Server, a <i>stub file</i> can be created in the source repository. The <i>stub file</i> is a link to the new target where the document has been moved to. If a user selects the <i>stub file</i> , the user will be redirected to the target where the document has been moved to.



Contract Number / Numéro du contrat EN869-141670
Security Classification / Classification de sécurité Protected A

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Publics Works and Government Services Canada		2. Branch or Directorate / Direction générale ou Direction Information Technology Services Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance EN869-141670		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail Provide a solution and service on information discovery and a faceted migration solution (IDFMS) to enable the analysis, classification and migration of data from legacy repositories to the new record and document management solution GCDOS.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non	<input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	



Contract Number / Numéro du contrat EN869-141670
Security Classification / Classification de sécurité Protected A

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No / Non Yes / Oui

Security Classification / Classification de sécurité Protected A





PART C (continued) / PARTIE C (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	✓															
Production																
IT Media Support TI																
IT Link Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉ et/ou CLASSIFIÉE? No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.**

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

