

**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 0B2 / Noyau 0B2**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> HARDWARE SECURITY MODULES (HSM)	
<b>Solicitation No. - N° de l'invitation</b> W8474-156979/A	<b>Date</b> 2015-02-12
<b>Client Reference No. - N° de référence du client</b> W8474-156979	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$EJ-598-28473	
<b>File No. - N° de dossier</b> 598ej.W8474-156979	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-25</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> St-Onge, Josée	<b>Buyer Id - Id de l'acheteur</b> 598ej
<b>Telephone No. - N° de téléphone</b> (819) 956-1193 ( )	<b>FAX No. - N° de FAX</b> (819) 956-1156
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**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**

Acquisition Branch, STAMS, ITSPD / Direction générale  
des acquisitions, SGAST, DASIT  
Computer Hardware Division  
Div. de l'équipement informatique  
Place du Portage, Phase III, 4C2  
11 Laurier Street/11, rue Laurier  
Gatineau  
Québec  
K1A 0S5

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

Solicitation No. - N° de l'invitation

W8474-156979/A

Amd. No. - N° de la modif.

File No. - N° du dossier

598ejW8474-156979

Buyer ID - Id de l'acheteur

598ej

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

W8474-156979

CCC No./N° CCC - FMS No/ N° VME

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***PLEASE SEE ATTACHED DOCUMENT***

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

# **BID SOLICITATION** **HARDWARE SECURITY MODULE** **FOR** **NATIONAL DEFENCE**

## Table of Content

<b>PART 1 -GENERAL INFORMATION.....</b>	<b>3</b>
1.1 Introduction.....	3
1.2 Summary .....	3
1.3 Debriefings .....	4
<b>PART 2 -BIDDER INSTRUCTIONS .....</b>	<b>5</b>
2.1 Standard Instructions, Clauses and Conditions .....	5
2.2 Submission of Bids .....	5
2.3 Former Public Servant.....	5
2.4 Enquiries - Bid Solicitation.....	7
2.5 Applicable Laws.....	7
<b>PART 3 -BID PREPARATION INSTRUCTIONS .....</b>	<b>8</b>
3.1 Bid Preparation Instructions .....	8
3.2 Section I: Technical Bid .....	9
3.3 Section III: Financial Bid .....	10
3.4 Section IV: Certifications .....	10
<b>PART 4 -EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>11</b>
4.1 Evaluation Procedures .....	11
4.2 Conduct of evaluation in Steps.....	11
<b>PART 5 -CERTIFICATIONS.....</b>	<b>13</b>
5.1 Certifications Precedent to Contract Award .....	13
5.2 Additional Certifications Precedent to Contract Award .....	13
<b>PART 6 -FINANCIAL REQUIREMENTS .....</b>	<b>16</b>
6.1 Financial Capability .....	16
<b>PART 7 -RESULTING CONTRACT CLAUSES .....</b>	<b>17</b>
7.1 Requirement.....	17

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

<b>7.2</b>	Optional Goods and/or Services .....	18
<b>7.3</b>	Standard Clauses and Conditions .....	18
<b>7.4</b>	Security Requirement .....	18
<b>7.5</b>	Contract Period .....	18
<b>7.6</b>	Authorities .....	19
<b>7.7</b>	Proactive Disclosure of Contracts with Former Public Servants .....	19
<b>7.8</b>	Payment .....	20
<b>7.9</b>	Invoicing Instructions .....	21
<b>7.10</b>	Certifications .....	21
<b>7.11</b>	Federal Contractors Program for Employment Equity - Default by Contractor .....	21
<b>7.12</b>	Applicable Laws .....	21
<b>7.13</b>	Priority of Documents .....	21
<b>7.14</b>	Limitation of Liability - Information Management/Information Technology .....	22
<b>7.15</b>	Joint Venture Contractor .....	24
<b>7.16</b>	Hardware .....	24
<b>7.17</b>	Deliverable Substitutions & Alternatives .....	26
<b>7.18</b>	Extension of Existing Product Line .....	27
<b>7.19</b>	Termination for Convenience of Hardware Maintenance Services .....	27
<b>7.20</b>	Licensed Software .....	27
<b>7.21</b>	Licensed Software Maintenance and Support .....	28
<b>7.22</b>	Packaging Recycling .....	30
<b>7.23</b>	Access to Canada's Property and Facilities .....	30

#### **List of Annexes to the Resulting Contract:**

Annex A	Statement of Requirements
Annex B	Pricing Sheets:
	<ul style="list-style-type: none"> <li>• Annex B1 -Purchased Hardware &amp; Licensed Software</li> <li>• Annex B2 - Optional Purchased Hardware &amp; Licensed Software</li> </ul>

#### **Forms:**

- Form 1 - Bid Submission Form
- Form 2 - Substantiation of Technical Compliance Form
- Form 3 – Point Rated Requirements
- Form 4 - OEM Certification Form
- Form 5A - Software Publisher Certification Form
- Form 5B - Software Publisher Authorization Form
- Form 6 - Federal Contractors Program for Employment Equity - Certification

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

# **BID SOLICITATION** **HARDWARE SECURITY MODULE** **FOR** **NATIONAL DEFENCE**

## **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** Financial Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Requirements and any other annexes.

### **1.2 Summary**

- (a) This bid solicitation is being issued to satisfy the requirement of National Defence (the "**Client**") for the provision of a Hardware Security Module (HSM). This requirement includes Hardware, Licensed Software and Maintenance and Support Services.
- (b) It is intended to result in the award of a contract for 1 year, plus 4 one-year irrevocable options allowing Canada to extend the term of the contract.
- (c) Bidders are to provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 or 2004, whichever is applicable to this bid solicitation. Bidders are requested to include this information in the Bid Submission Form.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (d) For services requirements, Bidders in receipt of a pension or a lump sum payment are to provide the required information as detailed in article 2.3 of Part 2 of the bid solicitation. Bidders are requested to include this information in the Bid Submission Form.
- (e) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).
- (f) 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

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

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## 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) (<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 (2014/09/25) 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) "Subsections 04 and 05 of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above are deleted in their entirety and replaced with the following:
  - 4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.
  - 5. Canada may, at any time, request that a bidder provide properly completed and signed Consent Form (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.
- (e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
  - (i) Delete: sixty (60) days
  - (ii) Insert: one hundred and eighty (180) days

### 2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada PWGSC 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 PWGSC will not be accepted.

### 2.3 Former Public Servant

- (a) 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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

(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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"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-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:

- (i) name of former public servant;
- (ii) 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 websites 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:



<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) 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

- (a) 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:** Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its 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.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (4 hard copies) and 4 copies on CD or USB key.
- (ii) Section II: Financial Bid (1 hard copy) and 1 copy on CD or USB key.
- (iii) Section III: Certifications (4 hard copies).

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

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

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

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

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

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

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

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

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

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 (Form 1):** Bidders are requested to include the Form 1 - Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name 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.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (ii) **Financial Requirements:** Requested by Part 6 of the bid solicitation.
- (iii) **Substantiation of Technical Compliance (Form 2):** The technical bid must substantiate the compliance of the Bidder and its proposed solution and/or product(s) with the specific articles of Annex A - Statement of Requirement identified in the Form 2 - 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.
- (iv) **Bid Submission Form for Rated Requirements (Form 3):** Bidders are requested to include Form 3 with their bids. It provides a common form in which bidders can provide information required for evaluation of the rated requirements. Using the form to provide this information is not mandatory, but it is recommended, since Bidders who fail to submit information requested by this form will be rated accordingly.

### 3.3 Section III: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Annex B1 – Purchased Hardware and Licensed Software and Annex B2 – Optional Purchased Hardware and Licensed Software. 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 to extend the Contract Period. 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.

### 3.4 Section IV: Certifications

It is a requirement that bidders must submit the certifications identified under Part 5.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## 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.
- (b) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Conduct of evaluation in Steps

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.

The evaluation will be conducted in accordance with the following process:

#### ***Step 1 – Technical Evaluation – Mandatory Technical Criteria:***

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement described in Form 2- Substantiation of Technical Compliance will be declared non-responsive and be disqualified.

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.

#### ***Step 2- Technical Evaluation – Point-Rated Technical Criteria:***

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria are described in Form 3 – Point Rated Requirements.

Bidders must achieve a minimum score to be considered compliant.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

### **Step 3 - Financial Evaluation:**

- (a) The financial evaluation will be conducted by calculating the Total Bid Evaluated Value for a period of 5 years using the Annexes B1 and B2 completed by the bidders.

(b) **Formulae in Pricing Tables**

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

### **Step 4 – Ranking of Bidders:**

Responsive bids will be ranked based on a cost per point that is calculated as follows:

$$\text{Cost per point} = \frac{\text{Total Bid Evaluation Value}}{\text{Technical Point Rated Score}}$$

For example:

	<i>Bidder A</i>	<i>Bidder B</i>	<i>Bidder C</i>
<i>Total Bid Evaluation Value</i>	<i>* \$10,000,000.00</i>	<i>*\$11,000,000.00</i>	<i>*\$10,500,000.00</i>
<i>Technical Point Rated Score</i>	<i>85</i>	<i>105</i>	<i>60</i>
<b><i>Cost per point</i></b>	<b><i>118</i></b>	<b><i>105</i></b>	<b><i>175</i></b>

In the above example, Bidder B would be selected for contract award, as it has achieved the lowest cost per point.

\* Note that the total bid prices mentioned above are fictitious numbers.

### **Step 5 - Basis of Selection**

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

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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 in carrying out any of its obligations under the Contract, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Precedent to Contract Award

#### (a) Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provision - Bid of Standard Instructions 2003. The associated information required within the Integrity Provision will assist Canada in confirming that the certifications are true.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\)](#) - 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 Form 6, [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 Additional 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### (a) Bidder Certifies that System is "Off-the-Shelf"

Any system bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that the equipment and software comprising any system bid must consist of standard equipment and software that are commercially available and



<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

require no further research or development. Together, this equipment and software must form part of an existing system with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software comprising the system 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 any system bid is off-the-shelf.

**(b) OEM Certification**

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

**(c) Software Publisher Certification and Software Publisher Authorization**

- (i) 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.
- (ii) 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.



<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (iii) 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.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## PART 6 - FINANCIAL REQUIREMENTS

### 6.1 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.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirement, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) supplying the purchased Hardware;
  - (ii) providing the Hardware Documentation;
  - (iii) providing maintenance and support services for the Hardware during the Hardware Maintenance Period;
  - (iv) granting the license to use the Licensed Software described in the Contract;
  - (v) providing the Software Documentation;
  - (vi) providing maintenance and support for the Licensed Software during the Software Support Period;
  - (vii) optional purchased Hardware and Licensed Software,
  - (viii) optional purchased Hardware and Licensed Software maintenance and support services.
- (b) **Client:** Under the Contract, the "Client" is National Defence.
- (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 the Hardware, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## 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 Annexes B1 and B2 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 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) 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 (2014/09/25), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

### (b) Supplemental General Conditions:

The following Supplemental General Conditions:

- (i) 4001 (2013/01/28), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- (ii) 4003 (2010/08/16), Supplemental General Conditions - Licensed Software;
- (iii) 4004 (2013/04/25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

## 7.4 Security Requirement

- (a) There is no security requirement applicable to this Contract.

## 7.5 Contract Period

- (a) 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 4 additional 1-year periods under the same terms and conditions.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

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 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## 7.6 Authorities

### (a) Contracting Authority

The Contracting Authority for the Contract is:

Josée St-Onge  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Informatics and Telecommunications Systems Procurement Directorate  
11 Laurier Street, Place du Portage, Phase III, Tower C  
Telephone: (819) 956-1193  
Facsimile: (819) 956-1156  
E-mail address: josee.st-onge@pwgsc-tpsgc.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 INSERTED UPON CONTRACT AWARD***

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 INSERTED UPON CONTRACT AWARD***

## 7.7 Proactive Disclosure of Contracts with Former Public Servants

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

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## 7.8 Payment

### (a) Basis of Payment

- (i) **Purchased Hardware and Licensed Software:** For providing the Hardware and Licensed Software including Maintenance and Support Services in accordance with the Contract, Canada will pay the Contractor the firm unit price set out in Annex B1, DDP (Incoterms 2010), Applicable Taxes extra.
- (ii) **Optional Hardware and Licensed Software Maintenance and Support for Initial Purchase:** For maintenance and support of the Hardware and the Licensed Software after the Hardware and Licensed Software Warranty Period, if Canada exercises its option to extend the Hardware and Licensed Software Maintenance Period, Canada will pay the Contractor, in arrears, the firm monthly price set out in Annex B1 DDP (Incoterms 2010), Applicable Taxes extra.
- (iii) **Optional Purchased Hardware and Licensed Software:** For providing the Hardware and Licensed Software including Maintenance and Support Services in accordance with the Contract, Canada will pay the Contractor the firm unit price set out in Annex B2, DDP (Incoterms 2010), including all customs duties, Applicable Taxes extra.
- (iv) **Optional Hardware and Licensed Software Maintenance and Support:** For maintenance and support of the Hardware and the Licensed Software after the Hardware and Licensed Software Warranty Period, if Canada exercises its option to extend the Hardware and Licensed Software Maintenance Period, Canada will pay the Contractor, in arrears, the firm monthly price set out in Annex B2 DDP (Incoterms 2010), Applicable Taxes extra.
- (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.

### (b) Limitation of Price

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 – H1000C (2008/05/12), Single Payment will apply for:

- (i) Purchased Hardware and Licensed Software

### (d) Method of Payment – H1001C (2008/05/12), Multiple Payments will apply for:

- (i) Optional Purchased Hardware and Licensed Software

### (e) Method of Payment – H1008C (2008/05/12), Monthly Payment will apply for:

- (i) Optional Hardware and Licensed Software Maintenance and Support Services

### (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

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

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.

## 7.9 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 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 address indicated on page 1 of the Contract and provide an electronic copy to the Technical Authority, and to the Contracting Authority.

## 7.10 Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, or fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 7.11 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 Employment and Social Development Canada (ESDC)-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 ESDC will constitute the Contractor in default as per the terms of the Contract.

## 7.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **TO BE INSERTED UPON CONTRACT AWARD**.

## 7.13 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (b) supplemental general conditions, in the following order:
  - (i) 4001;
  - (ii) 4003;
  - (iii) 4004;
- (c) general conditions 2030 (2014/09/25), General Conditions - Higher Complexity – Goods;
- (d) Annex A, Statement of Requirement;
- (e) Annex B1, Purchased Hardware and Licensed Software;
- (f) Annex B2, Optional Purchased Hardware and Licensed Software; and
- (g) the Contractor's bid dated **TO BE INSERTED UPON CONTRATC AWARD** as clarified not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

#### 7.14 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 caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
  - (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect 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.



<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$ 2 Million.

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 \$ 2 Million, 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 or joint and solidarily liable, 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).

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

### 7.15 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: **[BIDDER TO LIST ALL THE JOINT VENTURE MEMBERS NAMED IN THE CONTRACTOR'S ORIGINAL BID]**.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- (i) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has full 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.

### 7.16 Hardware

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

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes.
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No.
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Delivery Location	National Defence Building 16 Tunney's Pasture 101 Goldenrod Drive Ottawa, Ontario K1A 0K2
Installation Site	Same as Delivery Location.
Contractor must deliver Hardware Documentation	Yes. Despite Section 7(4), only 1 copy of the Hardware Documentation is required.
Contractor must update Hardware Documentation throughout Contract Period	No. Section 7(5) of 4001 does not apply to the Contract.
Hardware Documentation must include maintenance documentation	No.
Language of Hardware Documentation	The Hardware Documentation is only required to be delivered in English.
Format and Medium on which Hardware Documentation must be Delivered	CD-Rom
Condition of Hardware	The Hardware provided may include refurbished Hardware, as long as it is certified "equal quality" to new and unused equipment.
Parts Supplied as part of Hardware Maintenance Service	Parts used to provide Hardware Maintenance Service may be refurbished parts, as long as they are certified "equal quality" to new equipment.
Special Delivery Requirements	No.
Special Site Delivery or Installation Requirements	No - 4001, Section 4 does not apply to the Contract.
Contractor must Install Hardware at time of Delivery	No.
Contractor must Integrate and Configure Hardware at time of Installation	No.
Hardware is part of a System	Yes.
Availability-level Testing will be performed before Acceptance	No.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Option to Extend Hardware Maintenance Period	For the purchased Hardware, the Contractor grants to Canada an irrevocable option to extend the Hardware Maintenance Period by 4 one-year periods.  These option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Class of Maintenance Service	Return-to-Depot Maintenance Service.
Toll-free Telephone Number for Maintenance Service	<b><i>[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</i></b>
Website for Maintenance Service	<b><i>[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</i></b>

#### 7.17 Deliverable Substitutions & Alternatives

- (a) The Contractor may propose a substitution or alternative for an existing product listed in the Contract, provided the proposed substitute or alternative meets or exceeds the specification(s) of the existing product and the price for the substitute or alternative product does not exceed:
  - (i) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
  - (ii) the current published list price of the substitute product, minus any applicable Government discount; or
  - (iii) the price at which the substitute product is generally available for purchase,
 whichever is the lowest.
- (b) The proposed substitution/alternative may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- (c) Substitute or alternative items must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution or alternative is acceptable. Whether or not to accept or reject a proposed substitution or alternative is entirely within the discretion of Canada. If Canada does not accept a proposed substitution or alternative, the Contractor must continue to deliver the original product. If accepted, the substitution will be documented for the administrative purposes of Canada by a contract amendment, by removing the existing product and including the substitution instead. If accepted, the addition of any alternative product will be documented for the administrative purposes of Canada by a contract amendment, by adding the alternative as a product under the Contract. Once an alternative product has been included in the Contract, Canada may purchase either product, at its option.
- (d) The ability to propose a substitution or alternative for any given product does not relieve the Contractor of its obligation to make delivery of the existing product when ordered within the

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

period set out in the Contract, regardless of whether or when the proposed substitution is approved.

#### 7.18 Extension of Existing Product Line

- (a) During the Contract Period, if technological improvements have been made to the products available for purchase under the Contract, the Contractor may propose new products that are an extension of an existing product line or the "next generation" of an existing product line that meet or exceed the specification(s) of existing products under the Contract, if the price for the new product does not exceed:
  - (i) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract plus 5%;
  - (ii) the current published list price of the substitute product, minus any applicable Government discount; or
  - (iii) the price at which the substitute product is generally available for purchase,
 whichever is the lowest.
- (b) The proposed new product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- (c) Whether or not to accept or reject a proposed new product is entirely within the discretion of Canada. If Canada does not accept a proposed new product that is proposed to replace an existing product, the Contractor must continue to deliver the original product. If accepted, the addition of the new product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new product to the Contract.
- (d) No new products will be included in the Contract until one year after the Contract is awarded.

#### 7.19 Termination for Convenience of Hardware Maintenance Services

Regardless of the Contract Period and despite the Termination for Convenience provisions contained in the General Conditions, Canada may terminate for convenience, at no cost to Canada, any Hardware maintenance and support services being provided under the Contract. Canada will provide the Contractor 30 calendar days of advance written notice if it terminates the maintenance and support services for convenience and will be liable to the Contractor to pay only any unpaid maintenance and support charges that have accrued up to and including the date of termination.

#### 7.20 Licensed Software

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

Licensed Software	<p>The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____</p> <p><b><i>[this information will be completed at contract award using information in the Contractor's bid]</i></b></p>
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<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Type of License being Granted	Devices.
Number of Devices Licensed	One per device purchased
Option to Purchase Licenses for Additional Devices	<p>The Contractor grants to Canada the irrevocable option to purchase licenses for additional Devices at the price set out in Annex B2 on the same terms and conditions as the initial Device licenses granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses.</p> <p>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.</p>
Delivery Location	<p>National Defence Building 16 Tunney's Pasture 101 Goldenrod Drive Ottawa, Ontario K1A 0K2</p>
Installation Site	Same as Delivery Location.
Media on which Licensed Software must be Delivered	Download
Source Code Escrow Required	No.

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

## 7.21 Licensed Software Maintenance and Support

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

Software Support Period	The Software Support Period is the Contract Period.
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licences supported under the Contract.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Option to Extend Software Support Period	<p>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 Annexes B1 and B2.</p> <p>The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.</p>
Hours for Providing Support Services	The Contractor's personnel must be available 7 days a weeks, 24 hours a day at the site where the Licensed Programs are installed and at the site where the service is required.
Contractor must provide On-site Support Services	No.
Contractor must provide Swift Action Tactical (SWAT) services	No.
Contractor must install Software Error corrections and Maintenance Releases and upgrades	No.
Contractor must keep track of software releases for the purpose of configuration control	No.
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:  Toll-free Telephone Access: _____  Toll-free Fax Access: _____  Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p><b>[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</b></p>

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

Website	<p>In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____.</p> <p><b>[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</b></p>
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

## 7.22 Packaging Recycling

All materials in which the Products are packaged and shipped must be recyclable. The Contractor must take back all packaging from the Canada's site at the time of product installation. The Contractor must reuse, recycle or dispose of all packaging materials removed from Products delivered in an environmentally sensitive manner.

## 7.23 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.



<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

# **ANNEX A –** **STATEMENT OF REQUIREMENT: HARDWARE** **SECURITY MODULE**

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## 1. INTRODUCTION

Internal and external threats continue to put at risk the confidentiality, integrity and availability of information systems, while at the same time the Department of National Defence (DND)/ Canadian Armed Forces (CAF) is aggressively leveraging virtualization technology and enabling an increasingly mobile workforce. The security protection solutions currently in place at DND were neither engineered nor implemented to support the anticipated capacity or complexity required by the growth and diversity of our endpoint environment. As a result, it is necessary for DND to evolve and expand the methods and solutions it uses to protect its critical information assets.

## 2. BACKGROUND

In January 2013, DND launched an 802.1X pilot to verify the design and integration of the 802.1X solution by validating logging, management tools, user experience, network impacts and infrastructure impacts. During the pilot, it was determined that a Certificate Authority (CA) which its sole purpose was to issue 802.1X related certificates, was necessary.

To protect the private key of the CA, a Hardware Security Module (HSM) is necessary.

An HSM is a Hardware based security device that generates stores and protects cryptographic keys. The HSM provides the foundation for a high-level secure Certification Authority.

## 3. PURPOSE:

This is a DND procurement initiative for an HSM solution to add security protection to Certificate Authority (CA) private keys.

The purpose of this Statement of Requirement (SOR) is to identify the requirements of an HSM solution that can adequately satisfy the gaps in defensive posture created by the absence of this kind of protection for CA private keys. The requirements stated in this document are derived from current functional capabilities of Communications Security Establishment Canada (CSEC) recommended security controls.

## 4. REQUIREMENT:

DND has a requirement for the purchase of Hardware Security Modules (HSMs) that are inclusive of the following:

- Hardware;
- Licensed Software; and
- Maintenance and Support Services

## 5. CHARACTERISTICS OF THE HSM

The DND/CAF requires an HSM which meets the following characteristics:

- Compact Design – the HSM must be able to easily fit within the confined server farm of deployed kits for the military; limited space, power, temperature, humidity and other environmental aspects for the ships and deployed forces;
- Affordability – Due to the number of deployable kits, the USB compatible HSMs are typically lower in cost to purchase and provide security required for small networks;
- Multi-factor authentication – DND has a requirement that access to the CA private key requires multiple person control. An HSM which is capable of enforcing multi-person access to the private key stored on device is mandatory; and

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

- DND/CAF uses servers that run Windows 2008R2 and workstations using Windows 7. The HSM must be managed and hosted in this environment. This environment continues to evolve as Microsoft develops the Windows Operating System.

## 6. DELIVERABLES

The deliverables required for this contract, including but not limited to:

- Hardware, Licensed Software
- Maintenance and Support Services; and
- Optional Purchased Hardware, Licensed Software and Maintenance and Support Services.

## 7. TECHNICAL SPECIFICATIONS

1. The Licensed Software provided with the HSM Hardware must support the Windows 2008 R2 Operating System.
2. The Licensed Software provided with the HSM must be compatible with Microsoft Active Directory Certificate Services
3. The Licensed Software provided with the HSM must provide Command line tools and a graphical user interface to administer the HSM
4. The Licensed Software provided with the HSM must not require any call home validation via the Internet. The network where the HSM will be used, will not have access to the Internet.
5. The Licensed Software provided with the HSM must be able to functionally coexist with Symantec Endpoint Protection (SEP) v.11/12 agent and the current release of McAfee Complete Endpoint Protection Enterprise and McAfee Complete Data Protection Advanced. Exception rules on the agent may be applied to allow the client software to function correctly.
6. The HSM Hardware must support VMWare ESXi 5.0 or later; and VMWare Workstation 9.0 or later.
7. The HSM Hardware must support USB pass-through technology from virtual host server to virtual machine client.
8. The HSM Hardware must be USB 2.0 certified or greater.
9. The HSM Hardware must draw its power from USB port on server. This is a requirement because of the limited power available in a deployed kit and server rack on a ship.
10. The HSM Hardware must support the following Application Programming Interfaces (APIs): Microsoft Crypto API (CAPI) and Microsoft Crypto API: Next Generation (CNG).
11. The HSM Hardware must provide the minimum cryptographic requirements: RSA 2048 and 4096; Message Digest: Secure Hash Algorithm SHA-1 and SHA-2. This is a mandatory requirement by CSEC for Government agencies to follow.
12. The HSM Hardware must be FIPS 140-2 level 2 or higher certified. This is a requirement of ACP 185 document.
13. The HSM Hardware must meet CSA or UL environmental compliance.
14. The HSM Hardware must meet IC, FCC or CE environmental compliances.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

15. The HSM Hardware must provide a form of tamper detection mechanism (i.e. Security tape and log entry) and provide dual access control with a minimum of 2 of 12 tokens/key cards. M of N tokens/key cards meets DNDs mandate of multiple person control of HSM.
16. The HSM Hardware must have the ability to provide protection of multiple private keys within a single domain. Each private key is protected by a unique set of key access tokens / cards which have been issued by that HSM.
17. The tokens / cards used to control multiple person access to the HSM Hardware must be compatible to use with the HSM.
18. The HSM Hardware must provide the ability for multiple HSMs to share the same set of private keys. This ability can be provided by cloning the partition / security world. DND has a mandate to backup the private key stored on the HSM.
19. The HSM Hardware must be built within any one of the members of Combined Communications Electronics Board (CCEB): Canada, United States of America, New Zealand, United Kingdom and Australia.
20. The HSM Hardware must be able to function within various ranges of temperatures and humidity and must be compact in design. Both deployed kits and ships have this requirement.
21. The HSM Licensed Software must provide logs which can be exported by an Administrator in one of the following formats: Text, Comma separated value (CSV), or Extensible Mark-Up Language (XML)

## **22. MAINTENANCE AND SUPPORT SERVICES**

- 22.1 The HSM Hardware Contractor must provide 24 x 7 telephone support which includes bug fixes, product enhance requests, technical support and hardware repair request during the contract period.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

**ANNEX B  
PRICING SHEETS**

*(Available as an attachment on BuyandSell in Excel format)*

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## FORM 1: BIDDER SUBMISSION

BID SUBMISSION FORM	
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name:
	Title:
	Address:
	Telephone #:
	Fax #:
	Email:
<b>Bidder's Procurement Business Number (PBN)</b> <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>	
<b>Jurisdiction of Contract:</b> Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" 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 2 entitled "Former Public Servant "
	Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?  Yes ____ No ____
	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

BID SUBMISSION FORM		
As per Article 7.16 of this RFP <b>Hardware:</b>	Toll-Free Telephone Number for maintenance services:	
	Website for maintenance services:	
As per Article 7.20 of this RFP: <b>Licensed Software:</b> <b>(Bidders to list all Product(s))</b>		
As per Article 7.21 of this RFP <b>Licensed Software Maintenance and Support:</b>	Toll-free Telephone Access:	
	Toll-Free Fax Access:	
	E-Mail Access:	
	Website address for web support:	
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: <ol style="list-style-type: none"> <li>The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>This bid is valid for the period requested in the bid solicitation;</li> <li>All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>		
<b>Signature of Authorized Representative of Bidder</b>	_____	

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## FORM 2: SUBSTANTIATION OF TECHNICAL COMPLIANCE

Substantiation of Technical Compliance Form			
N°.	Article of Statement of Work that requires substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
1.1	The Licensed Software provided with the Hardware Security Module (HSM) Hardware must support the following Operating System: <ul style="list-style-type: none"> <li>Windows 2008 R2 (64-bit)</li> </ul>		
1.2	The Licensed Software provided with the HSM Hardware must support certificate authority software: <ul style="list-style-type: none"> <li>Microsoft Active Directory Certificate Services</li> </ul>		
1.3	The Licensed Software provided with the HSM Hardware must provide <b>each</b> of the following methods for an Administrator to support the HSM: <ul style="list-style-type: none"> <li>Command line tools or scripts</li> <li>Graphical User Interface</li> </ul>		
1.4	The Licensed Software provided with the HSM Hardware must not require any call home validation via the Internet to activate licenses and downloads updates. Any updates, license or validation must be acquirable via phone activation, removable media or manual download.		
1.5	The Licensed Software provided with the HSM Hardware must be able to functionally coexist with Symantec Endpoint Protection (SEP) v 11/12 agent. Exception rules on the agent may be applied to allow the client software to function correctly. (Exceptions rules must be clearly defined by the Bidder of HSM).		



<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

1.6	The Licensed Software provided with the HSM Hardware must be able to functionally coexist with the current releases of the McAfee Complete Endpoint Protection Enterprise and McAfee Complete Data Protection Advanced. Exception rules on the agent may be clearly defined by the Bidder of HSM).		
1.7	The HSM Hardware must support <b>all</b> of the following virtual software products: <ul style="list-style-type: none"> <li>• VMWare ESXi 5.0 or later</li> <li>• VMWare Workstation 9.0 or later</li> </ul>		
1.8	From the Licensed Software products listed in mandatory 1.7 above, the HSM Hardware must support USB pass-through technology from virtual host server to virtual machine client.		
1.9	The HSM Hardware must be USB 2.0 certified or greater.		
1.10	The HSM Hardware must draw its power from USB port.		
1.11	The HSM Hardware must have the following supported Application Program Interfaces (API's): <ul style="list-style-type: none"> <li>• Microsoft Crypto API (CAPI)</li> <li>• Microsoft Crypto API: Next Generation (CNG)</li> </ul>		
1.12	The HSM Hardware must provide the following minimum cryptographic requirements: <ul style="list-style-type: none"> <li>• RSA 2048 and 4096</li> <li>• Message Digest: Secure Hash Algorithm SHA-1 and SHA-2</li> </ul>		
1.13	The HSM Hardware must have the following certification: <ul style="list-style-type: none"> <li>• FIPS 140-2 level 2 or higher</li> </ul>		

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

1.14	The HSM Hardware must meet the following environmental compliances: <ul style="list-style-type: none"><li>• CSA or UL</li></ul>		
1.15	The HSM Hardware must meet the following environmental compliances: <ul style="list-style-type: none"><li>• IC, FCC or CE</li></ul>		
1.16	The HSM Hardware must meet the following physical requirement: <ul style="list-style-type: none"><li>• HSM does not need to be rack mounted in order to be physically secured to a server rack (For example: can it be fastened using a tie wrap?)</li></ul>		
1.17	The HSM Hardware must provide the following functional characteristics: <ul style="list-style-type: none"><li>• Provide some form of tamper detection mechanism</li><li>• Provide dual access control with a minimum of 2 of 12 tokens/key cards.</li></ul>		
1.18	The HSM Hardware must have the ability to provide protection of multiple private keys within a single domain. Each private key is protected by a unique set of key access tokens/cards which have been issued by that HSM.		
1.19	The tokens/cards used to control multiple person access to the HSM Hardware must be compatible to use with the HSM.		
1.20	The HSM Hardware must provide the ability for multiple HSMs to share the same set of private keys. This ability can be provided by cloning of the partition/security world.		
1.21	The HSM Hardware must be built within any of the following countries: <ul style="list-style-type: none"><li>• Canada</li><li>• United States of America</li><li>• New Zealand</li><li>• United Kingdom</li><li>• Australia</li></ul>		

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

1.22	<p>The HSM Hardware must be able to function within the following temperature requirements:</p> <ul style="list-style-type: none"> <li>• Operating Temperature: 0°C to 35°C</li> <li>• Storage Temperature: -20°C to +65°C</li> </ul>		
1.23	<p>The HSM Hardware must be compact in design. The dimensions of the HSM Hardware must be within: 6 inches wide by 6 inches high and no more than 3 inches deep.</p>		
1.24	<p>The HSM Hardware must provide logs which can be exported by an Administrator in <b>one</b> of the following formats:</p> <ul style="list-style-type: none"> <li>• Text</li> <li>• Comma separated value (CSV)</li> <li>• Extensible Mark-up Language (XML)</li> </ul>		
1.25	<p>The HSM Hardware Bidder must have 24x7 phone support for bugs, product enhance requests and technical support during the contracted support period.</p>		

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

### FORM 3: POINT RATED REQUIREMENTS

Category	Description	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
<b>Software</b> (Maximum 10 points)	For software Operating systems, the HSM software client must support the following Operating Systems: <ul style="list-style-type: none"> <li>• Windows 7 SP1 (32-bit and 64-bit) (2 points)</li> <li>• Windows 8 ( 32-bit and 64-bit) (2 points)</li> <li>• Windows 8.1 (32-bit and 64-bit) (2 points)</li> <li>• Windows 2012 SP1 (64-bit) (2 points)</li> <li>• Windows 2012 R2 (64-bit (2 points)</li> </ul>		
<b>Software</b> (Maximum 15 points)	For supporting virtual software products, the HSM hardware must support the following virtual software products: <ul style="list-style-type: none"> <li>• Windows 2008 R2 Hyper-V (5 points)</li> <li>• Windows 2012 Hyper-V (5 points)</li> <li>• Citrix XenServer 6.1 or later (5 points)</li> </ul>		
<b>Software</b> (Maximum 10 points)	For the HSM to provide a software client which allows either Command Line tools or scripts, and a Graphical User Interface, the HSM, must provide a Remote Administration software application which will allow an Administrator to support a remote HSM, locally from a designated workstation.  The Remote Administration software can leverage one or more of the following user-type interfaces: <ul style="list-style-type: none"> <li>• Command Line tools or scripts (5 points)</li> <li>• Graphical User Interface (5 points)</li> </ul>		

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

<b>Software</b> (Maximum 5 points)	The HSM hardware must support the following Microsoft software: <ul style="list-style-type: none"><li>• Forefront Identity Manager 2010 R2 SP1 (5 points)</li></ul>		
<b>API</b> (Maximum 10 points)	The HSM hardware must support the following Application Program Interfaces (APIs): <ul style="list-style-type: none"><li>• PKCS#11 (5 points)</li><li>• OpenSSL (5 points)</li></ul>		
<b>Cryptography</b> (Maximum 20 points)	The HSM hardware must support Suite B cryptographic algorithms: <ul style="list-style-type: none"><li>• Advanced Encryption Standard (AES) with key sizes of 128-bit and 256-bit (5 points)</li><li>• Elliptic Curve Digital Signature Algorithm (ECDSA) (5 points)</li><li>• Elliptic Curve Diffie-Hellman (ECDH) (5 points)</li><li>• Secure Hash Algorithm 2 (SHA0384 or higher) message digest (5 points)</li></ul>		
<b>Certifications</b> (Maximum 10 points)	The HSM hardware must have the following certifications: <ul style="list-style-type: none"><li>• RoHS (5 points)</li><li>• WEEE (5 points)</li></ul>		
<b>Physical Restrictions</b> (Maximum 10 points)	The HSM hardware must have the following characteristics: <ul style="list-style-type: none"><li>• Weighs less than 5 lbs (5 points)</li><li>• Fanless Design (5 points)</li></ul>		
<b>Logs</b> (Maximum 10 points)	Administration must be able to export logs in of the following formats: <ul style="list-style-type: none"><li>• Text</li><li>• Comma separated value (CSV)</li><li>• Extensible Mark-up Language (XML)</li></ul> The Bidder can only score points for additional exportable formats aside from the format to satisfy mandatory 1.24 (For example: if the Bidder used TXT to satisfy mandatory 1.24, points will be given for CSV and XML.		

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

<b>Partnerships</b> (Maximum 5 points)	The HSM vendor must be a Microsoft Gold Partner		
<b>Maximum Points Allotted: 105</b> <b>* Minimum Points Allotted: 63</b>			

\* Any bid that does not achieve the minimum score of 63 points overall will be considered non-compliant.

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## FORM 4: OEM CERTIFICATION

OEM Certification Form	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Date signed	_____
Solicitation Number	<b>W8474-156979/A</b>
Name of Bidder	_____

<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## FORM 5A: SOFTWARE PUBLISHER CERTIFICATION

<p style="text-align: center;"><b>Software Publisher Certification Form</b> (to be used where the Bidder itself is the Software Publisher)</p> <p>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:</p> <hr/> <hr/> <hr/> <hr/> <p><i>[bidders should add or remove lines as needed]</i></p>
--



<b>Solicitation No. – N° de l'invitation</b> W8474-156979/A	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b> 598ej
<b>Client Ref. No. – N° de réf. De client</b> W8474-156979	<b>File No. – N° du dossier</b> 598EJ.W8474-156979	<b>CCC No./ N° CCC – FMS No/ N° VME</b>

## FORM 5B: SOFTWARE PUBLISHER AUTORIZATION CERTIFICATION

### 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 \_\_\_\_\_

Fax no. for authorized signatory of SP \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number **W8474-156979/A**

Name of Bidder \_\_\_\_\_

Solicitation No. – N° de l'invitation W8474-156979/A	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 598ej
Client Ref. No. – N° de réf. De client W8474-156979	File No. – N° du dossier 598EJ.W8474-156979	CCC No./ N° CCC – FMS No/ N° VME

## FORM 6 TO PART 5 – BID SOLICITATION

### 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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for [Employment and Social Development Canada \(ESDC\)](#) - Labours' 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 ESDC -Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC -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 ESDC -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).