

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
Quebec
K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet Hardware Driver Management Utility	
Solicitation No. - N° de l'invitation W8484-158275/A	Date 2015-10-16
Client Reference No. - N° de référence du client W8484-158275	
GETS Reference No. - N° de référence de SEAG PW-\$EEM-042-29545	
File No. - N° de dossier 042eem.W8484-158275	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-11-30	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ruest, Melissa	Buyer Id - Id de l'acheteur 042eem
Telephone No. - N° de téléphone (819) 956-9109 ()	FAX No. - N° de FAX (819) 953-3703
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. Att: DIMEI 2-6 (V. Chouinard-Prevos OTTAWA Ontario K1A0K2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

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

Issuing Office - Bureau de distribution

Mainframe & Business Software Procurement Division /
Div des achats des ordi principaux et des logiciels de
gestion
11 Laurier St. / 11, rue Laurier
4C1, Place du Portage III
Gatineau
Quebec
K1A 0S5

Solicitation No. - N° de l'invitation

W8484-158275/A

Amd. No. - N° de la modif.

File No. - N° du dossier

042eemW8484-158275

Buyer ID - Id de l'acheteur

042eem

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

W8484-158275

CCC No./N° CCC - FMS No/ N° VME

BID SOLICITATION

HARDWARE MANAGEMENT UTILITY

FOR

THE DEPARTMENT OF NATIONAL DEFENCE (DND)

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

BID SOLICITATION **HARDWARE MANAGEMENT UTILITY** **FOR** **THE DEPARTMENT OF NATIONAL DEFENCE (DND)**

Table of Content

PART 1 -GENERAL INFORMATION	4
1.1 Introduction	4
1.2 Summary	4
1.3 Debriefings	5
PART 2 -BIDDER INSTRUCTIONS	6
2.1 Standard Instructions, Clauses and Conditions	6
2.2 Submission of Bids	6
2.3 Enquiries - Bid Solicitation	6
2.4 Applicable Laws	6
2.5 Improvement or Requirement During Solicitation Period	8
PART 3 -BID PREPARATION INSTRUCTIONS	8
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
PART 4 -EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 Evaluation Procedures	11
4.2 Technical Evaluation	11
4.3 Financial Evaluation	13
4.4 Basis of Selection	13
PART 5 -CERTIFICATIONS.....	14
5.1 Certifications Precedent to Contract Award	14

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

PART 6 -SECURITY, FINANCIAL AND OTHER REQUIREMENTS	17
6.1 Security Requirement.....	17
6.2 Financial Capability	17
PART 7 -RESULTING CONTRACT CLAUSES	18
7.1 Requirement.....	18
7.2 Optional Goods and/or Services	19
7.3 Standard Clauses and Conditions.....	19
7.4 Contract Period.....	19
7.5 Delivery Date	20
7.6 Authorities.....	20
7.7 Payment	21
7.8 Invoicing Instructions	22
7.9 Certifications.....	22
7.10 Federal Contractors Program for Employment Equity - Default by Contractor.....	23
7.11 Applicable Laws.....	23
7.12 Priority of Documents	23
7.13 Foreign Nationals (Canadian Contractor)	23
7.14 Insurance Requirements	23
7.15 Limitation of Liability - Information Management/Information Technology.....	24
7.16 Joint Venture Contractor	25
7.17 Licensed Software	27
7.18 Licensed Software Maintenance and Support	27
7.19 Safeguarding Electronic Media	29
7.20 Performance Guarantee	30
7.21 Termination for Convenience	30

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

List of Annexes to the Resulting Contract:

Annex A Statement of Requirements
Annex B Basis of Payment

Forms:

- Form 1 - Bid Submission Form
- Form 2 - Substantiation of Technical Compliance Form
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- Form 3 - Software Publisher Certification Form
- Form 4- Software Publisher Authorization Form
- Form 5 - Federal Contractors Program for Employment Equity - Certification

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

BID SOLICITATION **HARDWARE MANAGEMENT UTILITY** **FOR** **THE DEPARTMENT OF NATIONAL DEFENCE (DND)**

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of the Department of National Defence (the "**Client**") for a Hardware Driver Management Utility. It is intended to result in the award of a contract for 1 year, plus 6 one-year irrevocable options allowing Canada to extend the term of the contract.
- (b) The Department of National Defence has an initial requirement for a commercially available Hardware Driver Management Utility (the "**Software Solution**") for approximately 150,000 Devices. The required Software Solution must include the Licensed Software, a 12-month warranty, software maintenance and support, and documentation. The bid solicitation is intended to result in the award of a contract for 1 year, plus 6 one-year irrevocable option(s) allowing Canada to extend the term of the contract. All parts of the Software Solution must

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

be available to the Client Users 24 hours a day, 7 days a week, 365 days a year, in English and French, and operate at all times in accordance with the Statement of Requirements in the Client's operational environment described in the bid solicitation. The term **"Client User"** refers to the employees of the Government of Canada, the Minister's office and staff, and other individuals authorized by the Client to perform services in relation to the business and affairs of the Client, including public servants from other departments and contractors or consultants performing work for the Client from time to time. Although Canada may make the Hardware Driver Management Utility available to any or all of the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.

- (c) The Department of National Defence is the Initial Client that will use the Hardware Driver Management Utility (the "Software Solution"). However, this bid solicitation will also allow Canada to make the Software Solution available to any department or Crown corporation (as those terms are defined in the Financial Administration Act) or any other party for which the Department of Public Works and Government Services is authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a **"Client"**). Although Canada may make the Software Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.
- (d) Bidders are to provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003. 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 (CCoLFTA), 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.

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

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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: one hundred and eighty (180) days

2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada 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 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

- (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

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

the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

2.5 Improvement of Requirement During Solicitation Period

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

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

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 **2** soft copies on CD or DVD or USB key.
- (ii) Section II: Financial Bid (1 hard copy) and **1** soft copy on CD or DVD or USB key.
- (iii) Section III: Certifications (1 hard copy)

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

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

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

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

a matter of law, entities are considered **"related"** for the purposes of this bid solicitation if:

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

(e) **Joint Venture Experience:**

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

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

3.2 Section I: Technical Bid

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

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

- (ii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex A (Statement of Requirements) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the Reference column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iii) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.

3.3 Section III: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option 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.
- (d) SACC Manual Clauses
 - (i) C3011T (2013-11-06), Exchange Rate Fluctuation

3.4 Section IV: Certifications

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

4.2 Technical Evaluation

- (a) **Mandatory Technical Criteria:**
 - (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
 - (ii) The mandatory technical criteria are described in Annex A – Statement of Requirements.
- (b) **Point-Rated Technical Criteria:**

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

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

accordingly. The point-rated technical criteria are described in Annex A – Statement of Requirements.

(c) **Proof of Proposal Test for Top-Ranked Bid:**

- (i) Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex A. The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in Annex A, or the PoP test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in Annex A (it is within the Contracting Authority's sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoP test.
- (ii) Canada will then conduct the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable.
- (iii) Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. If the Bidder's score is reduced as a result of the PoP test, Canada will reassess the ranking of all bidders.
- (iv) In connection with the PoP testing, the Bidder grants to Canada a limited license, on CD-ROM to use the Bidder's proposed software solution for testing and evaluation purposes.

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

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

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables 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.

4.4 Basis of Selection

- (a) To be declared responsive, a bid must:
- (i) comply with all the requirements of the bid solicitation; and
 - (ii) meet all mandatory criteria;
- (b) Bids not meeting (i) or (ii) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.
- (c) The top-ranked responsive bid, following successful completion of the Proof of Proposal, will be recommended for award of a Contract.
- (d) 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.

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

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

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

(a) Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

(b) Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from 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 5, 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.

(d) **Bidder Certifies that All Equipment and Software is "Off-the-Shelf"**

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

(e) **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

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

has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

- (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.

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

6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

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

6.2 Financial Capability

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

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

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 described in the Contract, including the Statement of Requirements, in accordance with, and at the prices set out in, the Contract. This includes:
 - (i) granting the license to use the Licensed Software described in the Contract;
 - (ii) providing the Software Documentation;
 - (iii) providing maintenance and support for the Licensed Software during the Software Support Period;

to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) Client: Under the Contract, the "Client" is the Department of National Defence.
- (c) The initial Client is the Department of National Defence. However, the Contracting Authority can add additional Clients from time to time, which may include any department or Crown corporation as described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.
- (d) 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.
- (e) 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) and the Leased Hardware];

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

7.2 Optional Goods and/or Services

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

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

(a) General Conditions:

- (i) 2030 (2015-07-03), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(b) Supplemental General Conditions:

The following Supplemental General Conditions:

- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

7.4 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends one (1) year(s) later; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
 - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 6 additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and

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

will be evidenced, for administrative purposes only, through a contract amendment.

7.5 Delivery Date

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

(a) The software products including documentation, warranty and license key for the initial requirement must be delivered within 10 working days from contract award date. Any additional requirement must be delivered within 5 days of a signed Contract Amendment.

7.6 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Melissa Ruest

Title: Supply Officer

Public Works and Government Services Canada
Acquisitions Branch

Address: 11 Laurier Street
Gatineau, QC K1A 0S5

Telephone: (819) 956-9109

Facsimile: (819) 953-3703

E-mail address: melissa.ruest@tpsgc-pwgsc.gc.ca

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

(b) Technical Authority

The Technical Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

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

(c) Contractor's Representative

Note to Bidders: To be completed prior to Contract Award

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

7.7 Payment

(a) Basis of Payment

- (i) **Licensed Software:** For the license(s) to use the Licensed Software (including delivery, and the Software Documentation of the Licensed Software, in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B – Table 1, (FOB destination, including all customs duties, Applicable Taxes extra. The firm prices include the warranty during the Software Warranty Period.
- (ii) **Maintenance and Support for Licensed Software:** For maintenance and support services throughout the Software Support Period, in accordance with the Contract, Canada will pay the Contractor, in advance, the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra. If additional licenses to use the Licensed Software are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of licenses divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those licenses for a partial year).
- (iii) **Optional Additional Software Licenses:** For additional licenses for additional Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price per device set out in Annex B – Table 2, FOB destination, including all customs duties, Applicable Taxes extra.
- (iv) **Optional Software Maintenance and Support:** If Canada exercises its option to extend the Software Support Period, Canada will pay the Contractor the firm annual price set out in Annex B – Table 3 and Table 4, FOB destination, including all customs duties, 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.
- (vi) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

(b) Method of Payment – Licensed Software

Canada will pay the Contractor within 30 days following acceptance or within 30 days of receiving a complete invoice (and any required substantiating documentation), whichever is later. If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitles "Interest on Overdue Accounts" once the dispute is resolved.

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

(c) Method of Payment - Advance Payment

Canada will make the advance payment to the Contractor for Software Maintenance and Support within 30 days after receiving a complete invoice (and any required substantiating documentation), or within 30 days of any date specified in the Contract for making that advance payment, whichever is later.

If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

The Contractor acknowledges that this is an advance payment and that, despite anything to the contrary in the Contract, Canada will perform acceptance procedures for the services only after the services have been performed, regardless of whether the payment has already been made. The Contractor agrees that any advance payments authorized and paid under the terms of the Contract are not considered acceptance of the services for which the payment is made. Also, payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

7.8 Invoicing Instructions

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

7.9 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.

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

7.10 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.

7.11 Applicable Laws

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

7.12 Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - (i) 4003;
 - (ii) 4004;
- (c) 2030; General Conditions – Higher Complexity – Good (2014-09-25);
- (d) Annex A, Statement of Requirement;
- (e) Annex B Basis of Payment;
- (f) the Contractor's bid dated _____ (insert date of bid), as clarified on "or" as amended on _____ (insert date(s) of clarification(s) or amendment(s) if applicable), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.13 Foreign Nationals (Canadian Contractor)

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

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

7.14 Insurance Requirements

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

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

7.15 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.
 - (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

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

Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00

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

- (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).

7.16 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: [list all the joint venture members named in the Contractor's original bid].
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

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

- (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.

7.17 Licensed Software

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

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ <i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Type of License being Granted	Device License
Number of Devices Licensed	150,000

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

Option to Purchase Licenses for Additional Devices	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Devices at the price set out in Annex A – Table 2 on the same terms and conditions as the initial Device licenses granted under the Contract including for additional Clients within the scope of the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Language of Licensed Software	The Licensed Software must be delivered in both French and English.
Delivery Location	Ottawa, ON
Media on which Licensed Software must be Delivered	CD-ROM
Software Warranty Period	12 months

- (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

7.18 Licensed Software Maintenance and Support

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

Software Support Period	1 Year from date of acceptance
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.

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

Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 6 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: _____ Toll-free Fax Access: _____ Email Access: _____ The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication. [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].
Website	In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____. [Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

7.19 Safeguarding Electronic Media

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

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

the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

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

7.20 Performance Guarantee

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

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

7.21 Termination for Convenience

Notwithstanding the Termination for Convenience provisions contained at Section 32 of 2030 - General Conditions - Higher Complexity - Goods, the parties agree that in the event of termination of services for the convenience of Canada for which an advance payment has been made, charges up to the date of termination will be calculated on a prorata basis of a twelve month year and a thirty day month. The Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.

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

ANNEX A

STATEMENT OF REQUIREMENT

(see attached)

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

ANNEX B

BASIS OF PAYMENT

BIDDERS MUST INCLUDE THE FOLLOWING PRICING INFORMATION FOR ALL DELIVERABLES IN CANADIAN CURRENCY:

- A. The Bidder must provide all of the pricing requested in Tables 1 to 4 inclusively in accordance with **Part 7 - Basis of Payment**.
- B. The Bidder must not make any assumptions which have not been validated by the Contracting Authority prior to the Bid Closing Date.

TABLE 1				
INITIAL REQUIREMENT				
COLUM N (A)	COLUMN (B)	COLUMN (C)	COLUMN (D)	COLUMN (E)
ITEM	DESCRIPTION OF INITIAL REQUIREMENT	FIRM UNIT PRICE PER DEVICE	NUMBER OF DEVICES	EXTENDED TOTAL = (Cx D)
1	For the supply of the Licensed Software for 150,000 Devices , including Warranty and the Licensed Documentation, all as described in the Contract, and as required to meet the functional requirements as detailed in the Statement of Requirements.	\$	150,000	\$
2	For the supply of the Maintenance and Support Services for the Licensed Software for a period of one year beginning at Contract Award	\$	150,000	\$
3	TOTAL:			SUM OF (ITEM 1 + ITEM 2)
NOTE TO BIDDERS: FOR EVALUATION PURPOSES, 150,000 DEVICES WILL BE USED TO CALCULATE THE EXTENDED TOTAL. THE SUM OF THE EXTENDED TOTALS UNDER COLUMN E FOR ITEM 1 + ITEM 2 WILL BE USED TO CALCULATE THE TOTAL PRICE FOR EVALUATION PURPOSES.				

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

TABLE 2		
OPTIONAL REQUIREMENT TO INCREASE THE LICENSED SOFTWARE COVERAGE OVER AND ABOVE THE INITIAL REQUIREMENT		
COLUMN (A)	COLUMN (B)	COLUMN (C)
ITEM NO.	Description: For the supply and delivery of the Licensed Software to increase the scope of the Licensed Software coverage over and above the initial requirement, per additional Device, including Warranty, and Documentation, all as described in the Contract, and as required to meet the functional requirements as detailed in the Requirement Specifications.	FIRM PRICE PER DEVICE
1	Initial Contract Period:	\$
2	Option Year 1	\$
3	Option Year 2	\$
4	Option Year 3	\$
5	Option Year 4	\$
6	Option Year 5	\$
7	Option Year 6	\$
8	AVERAGE FIRM PRICE PER DEVICE FOR EVALUATION PURPOSES ONLY:	SUM OF (ITEM 1+ ITEM 2+ ITEM 3+ ITEM 4+ ITEM 5 + ITEM 6 + ITEM 7) DIVIDED BY 7
NOTE TO BIDDERS: FOR EVALUATION PURPOSES, THE AVERAGE PRICE PER DEVICE FOR ITEMS 1 TO 7 ABOVE WILL BE USED TO CALCULATE THE TOTAL BID PRICE.		

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

TABLE 3				
OPTIONAL REQUIREMENT: EXTENSION OF MAINTENANCE AND SUPPORT SERVICES ON THE INITIAL REQUIREMENT				
COLUMN (A)	COLUMN (B)	COLUMN (C)	COLUMN (D)	COLUMN (E)
ITEM	DESCRIPTION: Maintenance and Support Services for the Licensed Software described in Table 1 - item 1, for a period of 1 year during the Optional Periods.	FIRM UNIT PRICE PER DEVICE	NUMBER OF DEVICES	EXTENDED TOTAL = (C x D)
1	Option Year 1	\$	150,000	\$
2	Option Year 2	\$	150,000	\$
3	Option Year 3	\$	150,000	\$
4	Option Year 4	\$	150,000	\$
5	Option Year 5	\$	150,000	\$
6	Option Year 6	\$	150,000	\$
7	TOTAL:			SUM OF (ITEM 1 + ITEM 2 + ITEM 3 + ITEM 4 + ITEM 5 + ITEM 6)
NOTE TO BIDDERS: FOR EVALUATION PURPOSES, 150,000 DEVICES WILL BE USED TO CALCULATE THE EXTENDED TOTAL, USING THE FOLLOWING CALCULATION: FIRM UNIT PRICE PER USER UNDER COLUMN C X 150,000. FOR EVALUATION PURPOSES, THE SUM OF THE EXTENDED TOTALS UNDER COLUMN E WILL BE USED TO CALCULATE THE TOTAL.				

TABLE 4		
OPTIONAL REQUIREMENT: EXTENSION OF MAINTENANCE AND SUPPORT SERVICES ON THE OPTIONAL REQUIREMENT TO INCREASE THE LICENSED SOFTWARE COVERAGE OVER AND ABOVE THE INITIAL REQUIREMENT		
COLUMN (A)	COLUMN (B)	COLUMN (C)
ITEM	DESCRIPTION: Maintenance and Support Services for the Licensed Software described in Table 2 - item 1 - 6, for a period of 1 year during the Initial and Optional Periods.	FIRM PRICE PER DEVICE
1	Initial Contract Period	\$
2	Option Year 1	\$
3	Option Year 2	\$
4	Option Year 3	\$
5	Option Year 4	\$
6	Option Year 5	\$

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

7	Option Year 6	\$
7	TOTAL:	SUM OF (ITEM 1+ ITEM 2+ ITEM 3+ ITEM 4+ ITEM 5 + ITEM 6 + ITEM 7)
<p>NOTE 1: In order to provide for a common termination date for the Maintenance Services, Canada will pay an amount based on the above firm lot price, divided by twelve (12) and then multiplied by the number of months to the common Maintenance Services termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance and Support Services, the full amount will apply on the existing Licensed Software.</p> <p>FOR EVALUATION PURPOSES, THE SUM OF THE FIRM PRICES PER DEVICE FOR ANNUAL MAINTENANCE AND SUPPORT SERVICES FROM ITEM 8, COLUMN C WILL BE USED.</p>		

TABLE 5		
CALCULATION OF TOTAL BID PRICE FOR EVALUATION PURPOSES ONLY		
Column (A)	Column (B)	Column (C)
ITEM NO.	DESCRIPTION	TOTAL
1	Initial Requirement	Total from Table 1, Item 3, Column (E)
2	Optional requirement to increase the Licensed Software coverage over and above the Initial Requirement	[Average Firm Price Per Device from Table 2, Item 8, Column (C)] X 70,000
3	Optional requirement for Maintenance and Support Services on the Initial Requirement	Total From Table 3, Item 7, Column (E)
4	Optional requirement for Maintenance and Support Services on the Optional Licenses	[Total Firm Price Per Device From Table 4, Item 8, Column (C)] X 70,000
Total Bid Price for Evaluation Purposes Only:		SUM OF (ITEM 1+ ITEM 2+ ITEM 3+ ITEM 4)

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

BIDDER FORMS

BID SUBMISSION FORM		
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:	
	Title:	
	Address:	
	Telephone #:	
	Fax #:	
	Email:	
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
Jurisdiction of Contract: Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" 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 "	

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

BID SUBMISSION FORM		
Licensed Software Maintenance and Support: (Contracting Officers should only insert when supplemental General Conditions 4004 has been inserted in Part 7).	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:		
1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;		
2. This bid is valid for the period requested in the bid solicitation;		
3. All the information provided in the bid is complete, true and accurate; and		
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
Signature of Authorized Representative of Bidder	_____	

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

Form 2 Substantiation of Technical Compliance Form		
Req. No.	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
M-1		
M-2		
M-3		
M-4		
M-5		
M-6		
M-7		
M-8		
M-9		
M-10		
M-11		
M-12		
M-13		
M-14		
R-1		
R-2		
R-3		
R-4		
R-5		

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

<p align="center">Form 3 Software Publisher Certification Form (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/> <hr/> <p><i>[bidders should add or remove lines as needed]</i></p>

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

<p align="center">Form 4 Software Publisher Authorization Form (to be used where the Bidder is not the Software Publisher)</p>	
<p>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.</p>	
<p>This authorization applies to the following software products:</p>	
<p>_____</p>	
<p>_____</p>	
<p><i>[bidders should add or remove lines as needed]</i></p>	
Name of Software Publisher (SP)	_____
Signature of authorized signatory of SP	_____
Print Name of authorized signatory of SP	_____
Print Title of authorized signatory of SP	_____
Address for authorized signatory of SP	_____
Telephone no. for authorized signatory of SP	_____
Fax no. for authorized signatory of SP	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____

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

Form 5 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).

Hardware Driver Management Utility



Statement of Requirements

Objective: To provide the Statement of Requirements (SOR) that outlines the requirements for a COTS Hardware Driver Management Utility

Table of Contents

1. Aim	1
1.1 Scope	1
2. Goal, Objectives and Purposes	2
3. Mandatory Requirements	4
3.1 Rated Requirements	6
Appendix A: Terminology	7
4. Acronyms and Abbreviations	8

1. Aim

The Department of National Defence and the Canadian Armed Forces (DND/CAF) has recently migrated its desktop operating system from Windows XP to Windows 7. In support of this activity, an automated and centrally-managed Operating System Deployment (OSD) capability was designed and implemented using a combination of Microsoft Deployment Toolkit (MDT) 2010 and Microsoft System Center Configuration Manager (SCCM) 2007. This capability ensures that Local Service Providers (LSPs) can image end-user computers remotely or, when required, via a standalone installation media.

During the automated OSD, several components are installed, including productivity software, security software, middleware and hardware drivers. The process is automated only if all components are present, which has proven to be a significant challenge when it comes to hardware drivers. Due to the sheer number of computer models within DND (over 450 models) the overall end-to-end driver management process was a significant challenge to the Windows 7 implementation within DND.

Specifically, for each computer model, hardware drivers must be manually identified, downloaded from the vendor's website, extracted into its simplest format, tested for functionality and uploaded to the SCCM. This end-to-end process often takes days to conclude for a single computer model, during which it cannot be imaged in production without manual intervention after the deployment of the Operating System (OS). In some cases, drivers newly uploaded to SCCM have adversely affected previously uploaded drivers, making the overall OS deployment solution fail (or partly fail) on models that were previously declared as supported.

In summary, experience with the Windows 7 rollout within DND has revealed that a better solution to driver management is required to enhance the level of automation of the solution for all supported scenarios.

1.1 Scope

The Scope of this document is to define the requirements to be used for the procurement and implementation of a Hardware Driver Management Utility (HDMU). The software solution is intended to address the management of the hardware drivers' library for over 450 models on the DND/CAF networks. The utility is intended to significantly decrease the resources required to manually manage and report on the diverse list of workstations that are supported and will radically improve the supportability and agility of the DND/CAF centralized Operating System image deployment solution.

2. Goal, Objectives and Purposes

The goal of the HDMU Solution is to manage hardware drivers for the whole of the DND/CAF networks, potentially in the future to extend to the whole of the Government of Canada. The HDMU solution is intended to significantly decrease the resources required to manually manage the diverse list of computer models that are supported and will radically improve the supportability and agility of the DND/CAF centralized Operating System image deployment solution.

The objectives of the HDMU Solution is to integrate and interoperate to the Microsoft System Center Configuration Manager 2007, 2012 and later (Microsoft SCCM 2007 and later) Operating System Deployment (OSD) capability so as to allow the DND/CAF network / desktop administrators the ability to install all necessary drivers for any target computer models automatically.

The integration of the HDMU into SCCM will be seamless such that the HDMU will be available as a very simple and ideally single step that can be added to any SCCM OS Deployment Task Sequence and to any SCCM Microsoft Deployment Toolkit (MDT) OSD Task Sequence (these latter types of task sequences are only available when MDT is integrated to SCCM). The DND/CAF network / desktop administrators will therefore no longer require complex series of steps within the OS Deployment task sequence to install drivers for problematic models. Instead, the DND/CAF network / desktop administrators will be able to add a single step to the OS Task Sequence via the standard SCCM management console to handle all models, including problematic models. Every time the step is run on a target computer being imaged with a new Operating System, the step will ensure that all relevant drivers are downloaded and installed to the target computer.

The purpose of the HDMU Solution is to lead to the DND/CAF network / desktop administrators to no longer having to identify and upload drivers for their computer models directly to SCCM. Instead, drivers will be part of the HDMU from the outset for most / all models in the industry on a specific OS and architecture combination (e.g. Windows 7 64-bit). For models that are new to the industry, drivers may not be made available immediately. However, if such an exception is discovered, the HDMU is expected to be easily and quickly updatable throughout the enterprise with or without the assistance of the HDMU vendor. Similarly, if a hardware conflict is discovered during OSD and determined to be caused by HDMU, the DND/CAF will expect the issue fixed quickly (within one day) by the HDMU vendor.

The DND/CAF also envisions that the HDMU will be usable on any number of networks. As such, the HDMU will need to be able to integrate to more than just SCCM 2007 and later. HDMU will therefore be able to be integrate directly to any MDT server such that, once an Operating System image is built within MDT, the HDMU will be embedded within the image, ensuring that any hardware model can be imaged with all required drivers using that single image.

In summary, DND/CAF requires a fully contained hardware driver management solution. The HDMU Solution must work, be complete and be compliant with the requirements of the RFP. The HDMU Solution must be a complete "black box" approach to managing drivers at the enterprise level for all DND/CAF Windows 7 and beyond hardware models. For purposes of this document, a black box is defined as a system which can be viewed in terms of its inputs and outputs (or transfer characteristics), without any knowledge of its internal workings required by the user or operator of that system. However, users or operators of the system may apply clearly defined input, output or transfer parameters to enforce custom functionality.

This document uses the following terms interchangeable to refer a physical computer, a hardware-based device that is equipped with typical components such as the CPU, memory, hard drive(s), network card, video card etc., and all the peripheral devices connected to it (i.e. monitor, keyboard, mouse etc.), and its Windows based operating system(s):

- computer(s),
- computer systems,

- computer devices,
- laptops,
- desktops,
- workstations,
- PC, and
- Tablets.

3. Mandatory Requirements

Req #	Description
MANDATORY TECHNICAL REQUIREMENTS	
M-1	The HDMU Solution must work, be complete and be compliant with the requirements of the RFP.
M-2	The <i>HDMU</i> must be a Commercial Off-The-Shelf (COTS) product.
M-3	The <i>HDMU</i> must integrate to Microsoft System Center Configuration Manager (SCCM) version 2007 and later such that its capability of installing hardware drivers is available as a step within any SCCM Operating System Deployment (OSD) Task Sequence.
M-4	The <i>HDMU</i> must integrate to Microsoft SCCM 2007 and later such that its capability of installing hardware drivers is available as a step within any SCCM Microsoft Deployment Toolkit (MDT) 2010 and later Operating System Deployment Task Sequence.
M-5	The <i>HDMU</i> must integrate with Microsoft Deployment Toolkit (MDT) 2010 and later.
M-6	When the HDMU step is instantiated as part of deploying an Operating System to a computer via an SCCM Operating System Deployment (OSD) Task Sequence or an Microsoft Deployment Toolkit (MDT) OSD Task Sequence, the <i>HDMU</i> step must automatically install all hardware drivers specific to that computer make and model with no user intervention.
M-7	The <i>HDMU</i> must eliminate the requirement for manual intervention in order to install drivers on computer systems (ex: no manual downloading of drivers and installation on computers) and not require the download of drivers from the internet due to DND/CAF's security posture.
M-8	The <i>HDMU</i> must supply a Driver Database or Repository that contains verified drivers for all computer make and models found in the computer hardware industry, understanding that the vendor will keep this database or repository up-to-date.
M-9	The <i>HDMU</i> must have an mechanism for updating its Driver Database or Repository with the latest drivers for new and existing computer makes and models found in the computer hardware industry.
M-10	The <i>HDMU</i> must always apply the latest drivers for any computer make or model found on the DND/CAF networks.
M-11	The <i>HDMU</i> must have low bandwidth or offline options (via distributable media) such that locations with slow or no network connectivity have access to the drivers.
M-12	The <i>HDMU</i> must ensure that, when creating a <i>standalone media</i> with SCCM 2007 and later from an OS deployment task sequence, all drivers required are located on the media and will be available for installation on a stand-alone computer.

M-13	The HDMU's functionality with standalone media must be such that an IT administrator can control the overall size of the HDMU driver database or packages loaded on the standalone media in order conserve space on the standalone media
M-14	The <i>HDMU</i> must have the ability to deploy drivers to Windows Operating Systems (OS), in particular Windows 7 64-bit and later and provide the ability to select a required OS driver or to combine any drivers that may have dependencies from various OS platforms (ex: select an older OS and newer OS).
M-15	The <i>HDMU</i> must provide a logging capability that will produce a report back to the deployment task sequence identifying such things as; drivers that were downloaded to workstations, failures and successes. This report should be accessible on a workstation and/or accessible on the network.
M-16	The <i>HDMU</i> must automatically identify required drivers based on the hardware the OS image is deployed on.
M-17	The HDMU must meet M8 even when launched from an SCCM 2007 and later OS task sequence.
M-18	The <i>HDMU</i> must inform an administrator if there are new updates to a driver library and automatically integrate the updates into SCCM 2007 and later (ex: Release Notes, Newsletters, etc.).
M-19	The <i>HDMU</i> 's update of drivers located in SCCM 2007 and later must be automatic or semi-automatic with minimal administrator interaction (ex: launching an executable and updates are applied).
M-19	The <i>HDMU</i> must have the ability to search, manage and configure the HDMU database of drivers.
M-20	Technical documentation in the form of user guides and, if available, knowledgebase for all functionalities of the HDMU must be provided by the vendor.
M-21	The <i>HDMU</i> must manage hardware conflicts during OSD. For example, if a hardware conflict is discovered during OSD and determined to be caused by HDMU, the DND/CAF will expect the issue fixed quickly (within one day) by the HDMU vendor.
M-22	The HDMU must be configured so that in the event that drivers fail during the OSD deployment process, an error code is logged and that the OSD can be configured to continue on failure.
M-23	The <i>HDMU</i> must install unsigned drivers for non UEFI computer devices or where UEFI is disabled on the computer devices.
M-24	The HDMU, during the installation of drivers, must go through a discovery phase where the most appropriate drivers are installed. This may include legacy drivers for old and outdated hardware that is still being used within the DND/CAF.

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3.1 Rated Requirements

Req #	Description
OPERATIONAL REQUIREMENTS	
R-1	The <i>HDMU</i> should be able to install .exe and .msi type drivers.
	Possible Score: 10 points (Met) 0 Points (Not met)
	Bidder Score:
R-2	The <i>HDMU</i> should provide the ability to initiate some HDMU functionality via command prompt for silent commands used in task sequence by SCCM or MDT for Administrators of available driver updates.
	Possible Score: 10 points (Met) 0 Points (Not met)
	Bidder Score:
R-3	The <i>HDMU</i> should reduce the complexity of the SCCM task sequence providing automatic driver installation with a single step.
	Possible Score: 20 points (Met) 0 Points (Not met)
	Bidder Score:

Appendix A: Terminology

The following terminology is used throughout this document. Any italic formatted term is defined in this appendix.

Administrator(s): in the confines of this SOR, an *Administrator* is any person, script, software, or device that uses or has been initiated by an Active Directory account having administrative privileges.

Command Line Arguments: When installing a software application in SCCM, command line arguments are used to provide information to the installer about questions which would normally be prompted to the user via GUI elements.

Commercial Off-The-Shelf (COTS): Commercial Off-the-Shelf are goods and services ready-made. That is, the product exists, it is available to the general public, and it can be bought, leased, or licensed.

Dirty Driver(s): A type of driver which often comes in .exe or .msi installer files. They typically require that an additional application be installed along with the .inf driver file.

Hardware Driver Management Utility (HDMU): the Hardware Driver Management Utility is an application or plugin which will handle the process of driver management in SCCM 2012. That is, the product will obtain, package, and support driver deployment through the SCCM task sequence.

Microsoft Deployment Toolkit (MDT) : a Solution Accelerator for operating system and application deployment. MDT supports deployment of Windows 8, Windows 7, etc.

Original Equipment Manufacturer (OEM): Company which manufactured a product being resold either individually or as a part of a different product.

Standalone Media: Some locations do not have reliable enough network access to be able to perform all their deployment via advertised downloads. In these situations a DVD or USB image must be created to deploy the Operating System one machine at a time.

4. Acronyms and Abbreviations

The following table list the abbreviations used throughout this document:

Acronyms / Abbreviations	Definition
COTS	• Commercial off-the-shelf
DIMEI	• Director Information Management and Engineering Integration
DND/CAF	• Department of National Defence/Canadian Armed Forces
HDMU	• Hardware Driver Management Utility
INF	• Information File
GUI	• Graphic User Interface
LSP	• Local Service Provider
MDT	• Microsoft Deployment Toolkit
OEM	• Original Equipment Manufacturer
OS	• Operating System
OSD	• Operating System Deployment
SCCM	• System Centre Configuration Manager
SOR	• Statement of Requirement
UEFI	• Unified Extensible Interface
USB	• Universal Serial Bus