



**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**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Systems Software Procurement Division / Division des  
achats des logiciels d'exploitation  
11 Laurier St. / 11 rue, Laurier  
4C1, Place du Portage, Phase III  
Gatineau  
Quebec  
K1A 0S5

<b>Title - Sujet</b> EA SOLUTION		
<b>Solicitation No. - N° de l'invitation</b> EN578-160999/A		<b>Date</b> 2015-10-28
<b>Client Reference No. - N° de référence du client</b> 20160999		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$\$E-027-29572		
<b>File No. - N° de dossier</b> 027ee.EN578-160999	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-12-08</b>		<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacCuaig, Shannon		<b>Buyer Id - Id de l'acheteur</b> 027ee
<b>Telephone No. - N° de téléphone</b> (819) 956-2625 ( )		<b>FAX No. - N° de FAX</b> (819) 953-3703
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	TPSGC/PWGSC NATIONAL CAPITAL AREA (GATINEAU) PHASE III, PLACE DU PORTAGE 11 LAURIER STREET GATINEAU QC K1A 0S5 CANADA	EN578	DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERV BMD, PORTAGE III 6B1 11 LAURIER ST Gatineau Quebec K1A0S5 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	EA SOLUTION ENTERPRISE ARCHITECTURE SOFTWARE SOLUTION AGAINST INDIVIDUAL REQUISITIONS PROVIDED BY DIFFERENT DEPARTMENTS. THE ITEM COVERS THE FOLLOWING SERVICES: EA SOLUTION - U. OF I. = EA QUANTITY = 1	D - 1	EN578	1	LOT	\$	\$		See Herein	

**BID SOLICITATION**  
**ENTERPRISE ARCHITECTURE SOLUTION**  
**FOR**  
**CANADA BORDER SERVICES AGENCY**

**IMPORTANT NOTICE:**

**THE CONTRACT RESULTING FROM THIS BID SOLICITATION WILL BE AVAILABLE FOR USE BY OTHER GOVERNMENT DEPARTMENTS AND AGENCIES BEYOND THE INITIAL CLIENT IDENTIFIED HEREIN. PLEASE REFER TO THE COMPLETE SOLICITATION PACKAGE FOR MORE DETAILS.**

**THERE IS A SECURITY REQUIREMENT ASSOCIATED WITH THIS REQUIREMENT.**

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

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Annex B	Basis of Payment Table 1 - Initial Deliverables Table 2 - Optional Deliverables Table 3 - Optional Maintenance and Support Services Table 4 - Total Assessed Price (TAP) for Evaluation Purposes
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**Forms:**

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



**BID SOLICITATION**  
**ENTERPRISE ARCHITECTURE SOLUTION**  
**FOR**  
**CANADA BORDER SERVICES AGENCY**

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

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

### 1.2 Summary

- (a) Canada has an initial requirement for a commercially available Enterprise Architecture (EA) Software Solution (the "**Software Solution**") for 10 Client Users. The required Software Solution must include the Licensed Software, a 12-month warranty, software maintenance and support, and documentation. Training and professional services must also be provided, if requested. The bid solicitation is intended to result in the award of a Contract for 1 year, plus 4 one-year irrevocable option(s) allowing Canada to extend the term of the maintenance and support services in the Contract, as well as, allowing Canada to obtain additional deliveries of user licenses. It is estimated that there are 210 Developer and 2000 Read Only user licenses potentially required by Canada.
- (b) All parts of the Software Solution must be available to the Client Users 24 hours a day, 7 days a week, 365 days a year, in English and 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 EA Solution 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) Canada Border Services Agency is the Initial Client that will use the EA Solution (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 1.
- (e) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organizational security screening or security clauses, Bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (f) 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).
- (g) 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 Communications Notification**

As a courtesy, the Government of Canada requests that successful Bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a Contract.

### **1.4 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.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting Contract.
- (c) The 2003 (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 03 of Section 01, Integrity Provisions - Bid of Standard Instructions incorporated by reference above is deleted in its entirety and replaced with the following:  
  
"3. List of Names  
  
a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting a bid.  
  
b. These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process."
- (e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
  - (i) Delete: sixty (60) days
  - (ii) Insert: one-hundred 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, Canada.

**Note to Bidders:** Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting Contract in their Bid Submission Form 1.*

## 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.

## 2.6 Volumetric Data

The data within Annex A – Appendix 1 has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the EA Solution will be consistent with this data. It is provided purely for information purposes.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) **Copies of Bid:** Canada requests that Bidders provide their bid in separately bound sections as follows:
- (i) Section I: Technical Bid (5 hard copies and 4 soft copies on CD or DVD or USB key)
  - (ii) Section II: Financial Bid (2 hard copies and 1 soft copy on CD or DVD or USB key)
  - (iii) Section III: Certifications (2 hard copies)

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

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

- (b) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - (ii) use a numbering system that corresponds to the bid solicitation;
  - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and
  - (iv) include a Table of Contents.
- (c) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:
- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
  - (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.
- (d) **Submission of Only One Bid from a Bidding Group:**
- (i) The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.
  - (ii) For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where

any of the entities concerned is incorporated or otherwise formed as 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 and describe their approach in a thorough, concise and clear manner for carrying out the work. The Technical Bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (b) The Technical Bid consists of the following:
  - (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - "Form 1" with their bids. It provides a common form in which Bidders can provide information required for evaluation and Contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

(ii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder and its proposed solution and products with the specific articles of Annex A, Statement of Requirements – Table A – Mandatory Requirements and should explain how they meet the Rated Requirements in Table B – Rated Requirements identified in the Substantiation of Technical Compliance Forms 2 and 3, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Forms are not required to address any parts of this bid solicitation not referenced in the forms. 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 Forms 2 and 3, 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) **Customer Reference Contact Information:**

- (A) The Bidder must provide customer references. The customer reference must each confirm, when requested by PWGSC, the facts identified in the Bidder's bid, as required by M-43 of Annex A.
- (B) The form of question to be used to request confirmation from customer references is as follows:

Sample Question to Customer Reference: "Has [the Bidder] provided your organization with [the same product as proposed in the bid] and provided maintenance and support for a minimum of 1 twelve-month period in the last 5 years?

\_\_\_\_ Yes, the Bidder has provided my organization with the services described above.

\_\_\_\_ No, the Bidder has not provided my organization with the services described above.

\_\_\_\_ I am unwilling or unable to provide any information about the services described above.

- (C) For each customer reference, the Bidder should, at a minimum, provide the customer name, contact name, contact title, contact telephone number and email address for each contact person.

It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

(iv) **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 II: Management Bid

In their management bid, Bidders must describe their capability and experience, the project management team and provide client contact(s).

### 3.4 Section III: Financial Bid

- (a) Pricing: Bidders must submit their financial bid in accordance with the "Basis of Payment in Annex B". 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

### 3.5 Section IV: Certifications

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

### 4.2 Technical Evaluation

- (a) **Mandatory Technical Criteria:**
  - (i) Written proposals will first be examined with respect to the Mandatory requirements. Proposals must meet all Mandatory requirements in order to receive further consideration.
  - (ii) 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.
  - (iii) The mandatory technical criteria are described in Annex A – Table A.

(b) **Point-Rated Technical Criteria:**

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

(c) **Reference Checks:**

- (i) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day using the e-mail address provided in the bid. A Bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.
- (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.
- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (iv) Points will not be allocated and/or a Bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

(d) **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 – Appendix 1.
- (ii) Canada will then conduct the PoP test. Up to 3 representatives of the Bidder may be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within 5 days.
- (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 to use the Bidder's proposed software solution for testing and evaluation purposes.
- (v) If, during the initial installation of the software for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

#### **4.3 Financial Evaluation**

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

- (i) SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

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

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

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

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

- (i) an invoice (referencing a Contract serial number or other unique Contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the National Capital Region in the relevant resource category, where those

services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;

- (ii) in respect of each Contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that Contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (iii) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

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

#### 4.4 Basis of Selection

- (a) To be declared responsive, a bid must:
  - (i) Comply with all the requirements of the bid solicitation;
  - (ii) Meet all Mandatory evaluation criteria;
  - (iii) Obtain the required minimum score of 203 points (70%) overall for the Rated technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 290 points; and
  - (iv) Successfully complete the PoP test.
- (b) Bids not meeting (i) through (iv) will be declared non-responsive. Price is given a rated value which is included in the total calculation of the bid. 70% of the points will be awarded to the rated technical requirements and 30% of the points will be awarded to the financial bid.

To complete this calculation the following formula is used:

$$\frac{\text{Total Technical Score of the bid}}{290 \text{ (Maximum score possible)}} \times 70\% = \text{Total 1}$$

$$\frac{\text{Lowest Total Assessed Price of all Responsive Bidders}}{\text{Total Assessed Price of the Bidder's bid}} \times 30\% = \text{Total 2}$$

**(Total 1) + (Total 2) = Highest Combined Rating of Technical Score and Price**

The top-ranked responsive bid will be determined based on the proposal which has met all mandatory criteria, has met or exceeded the required Technical Score and offers the **Highest Responsive Combined Rating of Technical Score and Price** as calculated above.

- (c) Whether any bid is recommended for Contract award depends on all the provision of this bid solicitation (for example, the vendor performance provisions of Standard Instructions 2003 would affect whether an otherwise responsive bid were recommended for award, as would factors such as financial capability). Also, 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.
- (d) If more than one Bidder is ranked first because of identical overall scores, then the Bidder with the highest score on the technical rated requirements criteria will be recommended for award of a Contract.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a Contract. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a Contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the Contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Precedent to Contract Award

#### (a) Integrity Provisions - 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.

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

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

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

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

The Bidder must provide the Contracting Authority with a completed Form 6, Federal Contractors Program for Employment Equity - Certification, before Contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2 Additional Certifications Precedent to Contract Award

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

(a) **Professional Services Resources**

- (i) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting Contract.
- (ii) If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
  - (A) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
  - (B) the name, qualifications and experience of a proposed replacement immediately available for work; and
  - (C) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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

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

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

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

(b) **Bidder Certifies that All Software is "Off-the-Shelf"**

Any equipment and software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of 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 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 software bid is off-the-shelf.



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

- (i) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form 4 included with the bid solicitation. Although all the contents of the Software Publisher Certification Form 4 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 5 are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (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.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirement**

- (a) Before award of a Contract, the following conditions must be met:
  - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
  - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
  - (iv) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a Contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (d) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

### **6.2 Financial Capability**

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

## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of 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;
  - (iv) providing professional services, as and when requested by Canada;
  - (v) providing training, as and when requested by Canada,
- to be delivered in the National Capital Area, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** The initial Client is CBSA. However, the Contracting Authority can add additional Clients from time to time, which may include any department or Crown corporation as described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes 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).

## 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 – Tables 2 through 4 of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a Contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

## 7.3 Task Authorization

- (a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Form and Content of draft Task Authorization:**
  - (i) The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form" specified in Annex D.
  - (ii) The draft Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The draft TA will also include the applicable basis (bases) and method (methods) of payment as specified in the Contract.
  - (iii) A draft Task Authorization must also contain the following information, if applicable:
    - (A) the task number;
    - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - (C) the details of any financial coding to be used;
    - (D) the categories of resources and the number required;
    - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
    - (F) the start and completion dates;
    - (G) milestone dates for deliverables and payments (if applicable);
    - (H) the number of person-days of effort required;
    - (I) whether the work requires on-site activities and the location;
    - (J) the language profile of the resources required;
    - (K) the level of security clearance required of resources;

(L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and

(M) any other constraints that might affect the completion of the task.

(c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within 5 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

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

To be validly issued, a TA must include the following signature(s):

- (i) For any TA, inclusive of revisions, with a value less than or equal to \$40,000 (including Applicable Taxes), the TA must be signed by the Technical Authority; and
- (ii) For any TA with a value greater than this amount, a TA must be signed by the Technical Authority and Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in subarticle (i) above; any suspension or reduction notice is effective upon receipt.

(e) **Periodic Usage Reports:**

(i) The Contractor must compile and maintain records on its provision of services to the federal government under the Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

(ii) The quarterly periods are defined as follows:

- (A) 1st quarter: April 1 to June 30;
- (B) 2nd quarter: July 1 to September 30;
- (C) 3rd quarter: October 1 to December 31; and
- (D) 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

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

- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- (B) a title or a brief description of each authorized task;
- (C) the name, Category of Personnel and level of each resource involved in performing the TA, as applicable;
- (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
- (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- (F) the start and completion date for each authorized task; and
- (G) the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

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

- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last revised, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and
- (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.

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

#### 7.4 Standard Clauses and Conditions

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

(a) **General Conditions:**

- (i) 2030 (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.

## 7.5 Security Requirement

### (a) SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

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

1. The Contractor must, at all times during the performance of the Contract, hold a valid *Designated Organization Screening* (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the CISD at PWGSC.
3. Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of the CISD at PWGSC.
4. The Contractor must comply with the provisions of the:
  - (i) *Security Requirements Check List* and Security Guide (if applicable), attached at Annex C;
  - (ii) *Industrial Security Manual* (Latest Edition).

### (b) Site Access – Reliability – Foreign Contractors

The Foreign recipient Contractor defined as an individual or legal entity possessing the legal capacity to enter into a contract, shall provide confirmation of compliance with the below terms and condition, in writing, to the Canadian DSA, prior to the execution of the works, services or performance, of which requires or involves access to **Canadian restricted sites**.

1. The Canadian Designated Security Authority (DSA) (Canadian DSA) is the International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC).
2. The Foreign Contractor shall not begin the work, services or performance until the Canadian DSA is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation shall be provided, in writing, to the Foreign recipient Contractor in an Attestation form, to provide confirmation of compliance and authorization for services to be performed.
3. The Foreign recipient Contractor shall not permit access to Canadian restricted sites or grant access to CANADA PROTECTED B information, except to its personnel subject to the following conditions:
  - a. Personnel have a need-to-know for the performance of the Contract;
  - b. Personnel have been subject to a criminal record check, with favourable results, from a recognized Governmental agency in (their country) as well as a background verification. The approved verifications for the required criminal record check and background verification are listed at 7.5 (c).
  - c. The Foreign Contractor will ensure that its Chief Executive Officer (CEO) or Senior Official of the company will appoint a Contract Security Officer (CSO) and/or an Alternate

Contract Security Officer (ACSO) in order to ensure compliance with all contracting security requirements.

- d. The Foreign recipient Contractor shall ensure that personnel provide consent to share results of the Criminal record Background Check with the Canadian DSA and other Canadian Government Officials, if requested;
  - e. The Government of Canada reserves the right to deny access to Canadian Protected information and/ or assets to a Foreign Contractor for cause.
4. The Foreign recipient Contractor visiting Canadian Government, under this contract, will submit a Request for Visit form to the Departmental Security Officer of Canadian Border Services Agency.
5. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the Canadian DSA.
6. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex C.

### **(c) SECURITY REQUIREMENTS FOR UNITED STATES OF AMERICA SUPPLIER:**

#### **RELIABILITY STATUS**

The **Contractor** must perform a security screening of all its personnel who will need access to CANADA Protected information or sites;

- 1. Identity check
  - i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo
  - ii. Surname (last name)
  - iii. Full given names (first name) – underline or circle usual name used
  - iv. Family name at birth
  - v. All other names used (aliases)
  - vi. Name changes (Must include the name they changed from and the name they changed to, the place of change and the institution changed through)
  - vii. Sex
  - viii. Date of birth
  - ix. Place of birth (city, province/state/region, and country)
  - x. Citizenship(s)
  - xi. Marital status/common-law partnership
    - 1. Current Status (married, common-law, separated, widowed, divorced, single)
    - 2. All current spouses (if applicable)
      - a. Surname (last name)
      - b. Full given names (first name) – underline or circle usual name used
      - c. Date and duration of marriage/common-law partnership
      - d. Date of birth
      - e. Family name at birth
      - f. Place of birth (city, province/state/region, and country)
      - g. Citizenship
- 2. Residency check
  - i. The last five (5) years of residency history starting from most recent with no gaps in time.



1. Apartment number, street number, street name, city, province or state, postal code or zip code, country, from-to dates
3. Educational check
  - i. The educational establishments attended and the corresponding dates
4. Employment history check
  - i. The last five (5) years of employment history starting from most recent with no gaps in time
  - ii. Three (3) employment reference checks from the last five (5) years
5. Criminal records check:
  - i. report(s) containing all criminal convictions for the last five (5) years in and outside of the candidate's country of residence

## 7.6 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 1 year after the software is installed and maintenance and support services begin; and
  - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
  - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 1-year 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 any time prior to the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a Contract amendment.

## 7.7 Authorities

### (a) Contracting Authority

The Contracting Authority for the Contract is:

Name:	Shannon MacCuaig
Title:	Supply Specialist, Contracting Officer Public Works and Government Services Canada Acquisitions Branch
Directorate:	SSSPD
Address:	11 Laurier Street, PDP III, Gatineau, Quebec, K1A 0S5
Telephone:	819-956-2625
Facsimile:	819-953-3703
E-mail address:	shannon.maccuaig@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**

(Fill in at Contract Award)

## 7.8 **Payment**

(a) **Basis of Payment**

- (i) **Licensed Software, Maintenance and Support:** For the license(s) to use the Licensed Software (including delivery and the Software Documentation), 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 and maintenance and support during the Software Support Period (including for any additional licenses purchased during the Contract Period).
- (ii) **Optional Additional Software Licenses:** For additional licenses for additional Development License Users and Read Only License Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price per user set out in Annex B – Table 2, FOB destination, including all customs duties, Applicable Taxes extra.
- (iii) **Optional Software 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 4, payable in advance, FOB destination, including all customs duties, Applicable Taxes extra.

If additional Development License Users and Read Only License Users are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of Users 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 Users for a partial year).

- (iv) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B – Table 3, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (v) **Optional Training:** For optional training courses, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per course set out in Annex B – Table 2, upon completion of the course, Applicable Taxes extra.
- (vi) **Travel and Living Expenses – National Joint Council Travel Directive:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, outside of the National Capital Area, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.
- (vii) **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.
- (viii) **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded Contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- (ix) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

(b) **Limitation of Price**

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

- (c) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:
- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
  - (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- (d) **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 entitled "Interest on Overdue Accounts" once the dispute is resolved.
- (e) **Method of Payment - Advance Payment**
- (i) Canada will pay the Contractor in advance for the maintenance and support services on the licensed software if:
    - (A) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
    - (B) All such documents have been verified by Canada.
  - (ii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

## **7.9 Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices (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.

## **7.10 Certifications**

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

#### **7.11 Federal Contractors Program for Employment Equity - Default by Contractor**

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

#### **7.12 Applicable Laws**

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

#### **7.13 Priority of Documents**

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

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
  - (i) 4003;
  - (ii) 4004;
- (c) general conditions 2030;
- (d) Annex A, Statement of Requirements;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) the signed Task Authorizations (including all of their annexes, if any);
- (h) 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.

#### **7.14 Foreign Nationals (Canadian Contractor)**

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

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

**7.15 Foreign Nationals (Foreign Contractor)**

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

**7.16 Insurance Requirements**

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

**7.17 Limitation of Liability - Information Management/Information Technology**

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in Contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
  - (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
    - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
    - (B) physical injury, including death.
  - (ii) The Contractor is liable for all direct damages 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 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.

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, 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).

**7.18 Joint Venture Contractor**

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

- (i) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has 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.

#### 7.19 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	Perpetual Developer User Licenses Perpetual Read Only User Licenses
Number of Initial Users Licensed	10 Developer User Licenses



Option to Purchase Licenses for Additional Users	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Annex B – Table 2 on the same terms and conditions as the initial User 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	[this information will be completed at Contract award using information in the Contractor's bid]
Media on which Licensed Software must be Delivered	CD-ROM or Internet Download
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.

## 7.20 Licensed Software Maintenance and Support

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

Software Support Period	1 year after the date of acceptance of the EA Solution by Canada into the Initial Client Technical Environment.
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licences supported under the Contract.

Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 4 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B – Table 4. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a Contract amendment.
Hours for Providing Support Services	The Contractor's personnel must be available from 8:00 a.m. until 8:00 p.m., Eastern Standard Time, Monday through Friday, exclusive of statutory holidays observed by Canada at the site where the service is required.
Contractor must keep track of software releases for the purpose of configuration control	Yes
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:  Toll-free Telephone Access: _____  Toll-free Fax Access: _____  Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p><b>[Note to Bidders:</b> to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</p>
Language of Support Services	The Support Services must be provided English.

## 7.21 Training

- (a) The Contractor must provide classroom System Administrator/ Technical Specialist training on the software products that form part of the EA Solution on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.
- (b) The classroom training must be provided as requested in the Task Authorization. All System Administrator and Technical Specialist training must be provided at a site provided by CBSA in the National Capital Region and be available for up to 10 CBSA resources at the same time.
- (c) All classroom training must be available within 30 working days of the Task Authorization being issued.
- (d) All training, including both the instruction and the course materials, must be provided in both official languages.

- (e) Before providing any Classroom training, the Contractor must, at least 10 working days in advance of the first training session, submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.
- (f) All training must be provided at the course rates established in *Annex B – Table 3*.
- (g) All System Administrator and Technical Specialist training courses must include the following topics (at a minimum): installation, configuration, troubleshooting, operational instruction, technical use (including Security functions and features), quick fixes to common problems, the setting up of reporting functionality and maintenance.
- (h) Upon completion of System Administrator and Technical Specialist training, the Contractor must provide online access to English information on the technical use, configuration, troubleshooting and basic maintenance of the Solution as well as outlining preventative maintenance, operation instruction, quick fixes to common problems and installation and removal of the Contractor's EA Software Solution.

## **7.22 Professional Services - General**

- (a) The Contractor must provide professional services on request as specified in this Contract. The Contractor must provide professional services relating to the installation, design, integration, configuration, customization, implementation, and deployment of the Licensed Software. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (c) **Replacement of Specific Individuals**
  - (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
    - (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
    - (B) security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.
  - (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:

- (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Section titled "Default of the Contractor", or
- (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the Excusable Delay Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

#### **7.23      Safeguarding Electronic Media**

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

#### **7.24      Access to Canada's Property and Facilities**

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

#### **7.25      Termination for Convenience**

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

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

## **7.26 Data Rights**

The Government has unlimited rights to all documents/material produced under this Contract. All documents and materials, to include the source codes of any software, produced under this Contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the Contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

**ANNEX A**

**STATEMENT OF REQUIREMENTS**

**ENTERPRISE ARCHITECTURE SOFTWARE SOLUTION (EA SOLUTION)**  
**SOFTWARE REQUIREMENTS SPECIFICATIONS (SRS)**

## Annex A - Table of Contents

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## **1. Requirements**

Canada, on behalf of CBSA, has a requirement for an Enterprise Architecture Software Solution, herein known as the EA Solution that must work, be complete and be compliant with the requirements of the RFP and related Software Requirements Specifications, including statements of work, requirements and service levels. The EA Solution must include a perpetual license for 10 users for the Licensed Software, a 12-month warranty, software maintenance and support and documentation with an option to buy additional licenses on a user basis and renew maintenance and support services. Training and professional services must be provided as and when requested.

The EA Solution, as detailed in the RFP, is required to allow Government of Canada to further support the Government of Canada Program, Plans and Priorities by delivering an EA Solution that must comply with the following Aim, Scope and Priorities throughout the duration of the Contract.

The Government of Canada reserves the right to convert any of the Enterprise Architecture (EA) solution licenses into a Software as a Service (SaaS) provision model or to have the EA solution hosted in any combination of a contract hosted, third-party hosted, or cloud environment, provided that such offerings comply with the Aim, Scope and Priorities of the Contract.

### **1.1 Aim**

The EA Solution must deliver, enable and support the process of planning, developing, implementing, and maintaining Enterprise Architecture objects throughout CBSA. The aim of the EA Solution is to deliver, enable and support 1.) architecture development; 2.) management of architecture components; 3.) analysis of architecture components; and 4.) transformation of architecture components into architecture products and other decision support reports.

The EA Solution must work, be complete and be responsive to the requirements of the RFP. The Contractor must deliver, enable and support a Software Solution that will be accepted and considered by the Government of Canada as having quality of use, execution and results, and be compliant with the requirements of the Contract at all times.

### **1.2 Scope**

The EA Solution, will include the initial acquisition by CBSA of a perpetual license for 10 users including maintenance and support services for 1 year, with the options to add additional users, renew maintenance and support services, and order training and professional services as and when requested. The EA Solution may be acquired by other Federal Government Departments and Agencies.

### **1.3 Business Context**

The EA Solution must operate in the technical environment as specified in Annex A – Appendix 1. The Government of Canada projects, within the technical environment, must model components of the enterprise architecture to support the design and implementation of planned information systems. At any given time, the Government of Canada has many active projects and initiatives in various stages of development. These projects may share common customized architecture components. The EA Solution must allow Government of Canada to report on Architectural Readiness on a scheduled and ad-hoc basis.

The EA Solution requirement is for a comprehensive modeling solution that provides and facilitates the modeling and integration of business and Information Technology (IT) at all levels. The purpose of enterprise and IT visibility modeling is to support and respond to the current (as-



is) architecture and the target (to-be) architecture needs, which support many different groups to envision the enterprise roadmap and support transition planning.

All the different EA (Enterprise Architecture) and PA (Project Architecture) domains within the Government of Canada have derived their architecture frameworks from The Open Group Architecture Framework (TOGAF).

#### **1.4 Concept of Operations**

It is intended that a common EA Solution, supported by an integrated Architecture Framework, will be used by the Government of Canada and EA projects and initiatives under the guidance of a lead architecture team. A strong EA governance process will facilitate a common implementation, understanding, and sharing of relevant architectural information as defined in this Statement of Requirements.

#### **1.5 Concept of Support**

The local helpdesk at the Government of Canada will provide end user (1<sup>st</sup> level) support. Monthly reports must be provided to the Project Authority that include the date, time, location (i.e. user coordinates) for tickets opened and closed, subject of the problem, and the resolution required.

### **2. Summary of Requirements**

#### **2.1 General**

The EA Solution must be a COTS product that will be installed, configured, implemented by the Government of Canada and maintained in the Government of Canada /Shared Services Canada (SSC) environment as described in Article 3 (Mandatory and Rated Criteria) and Appendix 1: Government of Canada Technical Environment. The EA Solution must be able to fully support the TOGAF framework and Agency specific extensions of TOGAF.

#### **2.2 Documentation**

The Contractor must, within five (5) days of Contract Award:

a) provide, in PDF format, one (1) copy of all administrator documentation in English that describes i) secure configuration, installation and operation of the EA Solution; ii) effective use and maintenance of security features/ functions; and iii) known vulnerabilities regarding configuration and use of administrative (i.e. privileged) functions; and

b) provide, in PDF format, one (1) copy of all user documentation in English that describes i) user-accessible security features and functions and how to use those security functions and features; ii) methods for user interaction with the EA Solution, which enables individuals to use it in a more secure manner; and iii) user responsibilities in maintaining the security of the information and the EA Solution.

#### **2.3 Optional Training**

The Contractor must provide the training as detailed in Section 7.23 of the RFP.

#### **2.4 Optional Professional Services**

2.4.1 The Government of Canada may require additional professional services during the life of the Contract related to the use of the Software Solution. In such situations, the Government of Canada will identify the requirement to the Contractor in writing using a Task Authorization.

2.4.2 These professional services may be used during the life of the Contract and are expected to include assistance with the customization of the EA product.

2.4.3 The Contractor's resource will be escorted at all times while at CBSA site.

## **2.5 Optional Maintenance and Support Services**

The Government of Canada may renew the maintenance and support services for up to 4 additional years.

### **3. Requirements for EA Software Solution**

#### **3.1 Mandatory Criteria – Table A**

The EA Solution must comply with all of the Mandatory Criteria.

<b>Req ID</b>	<b>Mandatory Requirement Description</b>
M-1	<p>The Contractor's EA Solution must deliver, enable and support a working and complete commercially available solution, which must include any and all components that contribute to the composition of the whole or in part(s), as expressed in the RFP and its appendices and annexes. The EA Solution must interoperate in the SSC Supported Environment as described in Appendix 1 and described below:</p> <ol style="list-style-type: none"><li>1. Workstation: Windows 7 SP1 Enterprise 32- bit;</li><li>2. Servers:<ol style="list-style-type: none"><li>a) Red Hat Enterprise Linux 6.4;</li><li>b) Microsoft Windows Server 2012 (Support for Windows Server 2008 R2);</li><li>c) Oracle Database Ent Edition 11.2;</li><li>d) Microsoft SQL 2012;</li><li>e) Microsoft IIS 8;</li><li>f) Apache HTTP Server 2.2</li><li>g) Oracle WebLogic 12.1 Server Ent. Edition; and</li><li>h) VMWare vSphere 5.5;</li></ol></li><li>3. Network:<ol style="list-style-type: none"><li>a) TCP/IP IPv4; and</li></ol></li><li>4. Web Browser Internet Explorer 11.</li></ol>
M-2	<p>The EA Solution must work, be complete and operate within a VMWARE Environment and be able to support the TOGAF Framework 9.1 and Agency-specific extensions of TOGAF as described in Appendix 1 without the need for additional licenses.</p>
M-3	<p>The EA Solution must deliver, enable and support the Graphical User Interface (GUI) functionality in both Official Languages of Canada, English and French, and allow the user a choice of which official language</p>

Req ID	Mandatory Requirement Description
	they want to work in.
M-4	The EA Solution must allow users to enter and edit data in the Language of the user's choice and support content in English and French.
M-5	<p>The EA Solution Helpdesk Support:</p> <p>As part of the warranty service, requests for technical support must be provided through a toll-free helpdesk service:</p> <p>Hours of Operation: The helpdesk must be available from 8:00AM to 8:00PM (Eastern Standard Time), Monday to Friday excluding Canadian statutory holidays recognized by the Federal Government.</p>
M-6	The EA Solution must employ a single shared repository within the Department or Agency network to store, retrieve, query, and search for files, objects, diagrams and data.
M-7	The EA Solution must allow users to operate on a standalone computer, where a project file is managed locally on the standalone machine.
M-8	The EA Solution repository must allow the user to import and export architectural data to and from any ODBC-compliant (V3.5 or above) application.
M-9	The EA Solution must allow a minimum of 50 concurrent connections for users to access the same repository.
M-10	The EA Solution must allow the import and export of models, data, diagrams and shapes in the following formats: CSV, XML, XMI and VSD.
M-11	The EA Solution must allow the user to model in UML version 2.x or later, providing availability of all UML symbols, and must include the ability to create UML profiles.
M-12	The EA Solution must enable authorized users to back-up and restore to data repository selected by the Government of Canada.
M-13	The EA Solution must enable the user to implement new frameworks, including TOGAF 9.x, and Archimate, and to modify existing frameworks and modeling languages including custom views and underlying meta-models, without requiring additional software components, supplies or software licenses.
M-14	The EA Solution must enable the user to add modify components including the creation of user-defined objects, views, models and attributes of the framework without requiring additional software components, supplies or software licenses.
M-15	The EA Solution must allow users to move, copy and link objects and artefacts created in the tool through drag-and-drop methods.
M-16	The EA Solution must provide web browser read access to the contents of the repository, including models, graphics, data and reports.

Req ID	Mandatory Requirement Description
M-17	The EA Solution must be able to create, edit, and delete any artefacts, objects, models, shapes and diagrams directly into the modelling environment and save them directly to the repository from within the modelling environment based on access rights.
M-18	The EA Solution must be able to relate objects to other objects and create multiple relations and dependencies through a direct link within the software solution's GUI.
M-19	The EA Solution must provide users the functionality to abstract (hide) and unhide levels of relationships detail.
M-20	The EA Solution must enable users to identify each object and maintain the identity of the objects through editing, deleting, and moving.
M-21	The EA Solution must be able to identify and track the objects and the attributes within the physical repository storage.
M-22	The EA Solution must define interdependencies between objects in a hierarchical fashion such that objects have "parent", "sibling", and "children" relationships.
M-23	The EA Solution must provide users the functionality to view objects and their relationships in a textual and a graphical format (hierarchical or tree view).
M-24	The EA Solution must provide users the functionality to conduct an impact analysis by generating a report, whereby the user can select an object and view all other objects that might be impacted by a change to the selected object.
M-25	The EA Solution must provide users the functionality to filter the content for display and then generate reports based on selection criteria. The EA Solution must be able to save these selection criteria for reuse.
M-26	The EA Solution must provide users the functionality to produce audit records that contain information to, at a minimum, establish what type of event occurred, when (date and time) the event that occurred, where the event occurred, the source of the event, the outcome (success or failure) of the event, and the identity of any user/subject associated with the event.
M-27	The EA Solution must provide users the functionality to generate audit records for the list of auditable events defined in M-26 in readable format and time correlated to enable review and analysis.
M-28	The EA Solution must provide users the functionality to develop, document and maintain single or multiple baseline configuration(s).
M-29	The EA Solution must provide users the functionality for more than one user to document the rationale for any applied changes to the object.
M-30	The EA Solution must provide administrators the functionality to assign user and group access rights to individual objects and the attributes assigned to those objects. Access controls must include: none, read,

Req ID	Mandatory Requirement Description
	modify (change), and delete.
M-31	The EA Solution must be LDAP-compliant and allow designated administrators to assign access rights to each user.
M-32	The EA Solution must allow multiple projects to be stored within a single or multiple repository structure(s).
M-33	The EA Solution must provide local administrators the functionality to manage user accounts and to configure access rights.
M-34	The EA Solution must provide the Administrator the functionality to disable any EA Solution feature that "discovers" or "crawls" a network.
M-35	The EA Solution must be able to generate, save and export user-defined reports and graphics.
M-36	The EA Solution must have an integrated contextual help mechanism within the solution.
M-37	<p>The EA Solution must include all of the following core functions:</p> <ul style="list-style-type: none"> <li>a) modeling functionality;</li> <li>b) graphical representation of the underlying context, logic and structure in accordance with TOGAF;</li> <li>c) analytical functionality within the EA Solution to support decision making;</li> <li>d) customizable reporting functionality;</li> <li>e) functionality to publish models to the Intranet;</li> <li>f) functionality to modify the underlying meta-model to comply with the Data Model as it evolves; and</li> <li>g) an Integrated Architecture Repository.</li> </ul>
M-38	<p>The modeling functionality provided in the EA Solution must work and interoperate with an Integrated Architecture Repository for all:</p> <ul style="list-style-type: none"> <li>1.) models;</li> <li>2.) diagrams;</li> <li>3.) graphics; and</li> <li>4.) structured and unstructured metadata and data with their respective descriptions and definitions.</li> </ul>
M-39	The EA Solution must provide the functionality to allow each object within the solution to have its own unique identifier.
M-40	The resource proposed as the EA Solution Product Expert must have a minimum of three (3) years of the

Req ID	Mandatory Requirement Description
	<p>following experience:</p> <p>a) Expertise in the EA COTS product in terms of installation, set-up and configuration, performance, optimization, implementation, supporting the software, deployment and integration with other COTS Software or applications; and</p> <p>b) Experience in configuring the EA product in terms of creating templates.</p> <p>A minimum of one (1) year of this experience must be on the version of the product that is being proposed by the Contractor.</p>
M-41	<p>The resource proposed to provide the classroom training on the EA Solution must have a minimum of three (3) years in training, in both official languages, System Administrators and Technical Specialists in class room settings on the customization, operation and administration of the EA COTS Product. A minimum of one (1) year of this experience must be on the version that is being proposed by the Contractor.</p>
M-42	<p>The Contractor must have provided a minimum of five (5) different clients with the same product as proposed and provided maintenance and support to each of these Clients for a minimum of one (1) twelve (12) month period in the last five (5) years.</p> <p>The Contractor must provide a reference information for each client that includes:</p> <ul style="list-style-type: none"> <li>a. Contact name;</li> <li>b. Contact title;</li> <li>c. Contact telephone number; and</li> <li>d. Contact email address.</li> </ul> <p>For purposes of this criterion, the references do not need to be for the same product version.</p> <p>A reference check on these client references will be conducted.</p>
M43	<p>The EA Solution must provide support for BPEL 2.0.</p>
M44	<p>The EA Solution must provide support for BPMN, version 2.0 or later</p>
M45	<p>The EA Solution must support drilling down and navigating up between levels of detail.</p>
M46	<p>The EA Solution must allow for administration of all default passwords and privileges of user, service, and system accounts, groups, and roles.</p>

### 3.2 Rated Requirements – Table B

In addition to meeting all of the mandatory requirements evaluation criteria, Bidders must achieve an overall minimum total score of 70% for the Rated Requirements.

Req ID	Point Rated Requirement	
<b>Group 1</b>	<b>Operational/Technical Fit and Vendor Support</b>	<b>Max Points: 35</b>
R-1	The EA Solution should be able to perform 2 or more tasks concurrently.  5 pts for Yes.  0 pts for No.	5
R-2	The EA Solution should enable objects to be checked in and checked out of the repository.  5 pts for Yes to both.  0 pts for No.	5
R-3	The EA Solution should stamp all changes done to objects with a time-user stamp.  5 pts for Yes - details of changes are logged by object.  2 pts for Yes - changes are logged by transaction log only.  0 pts for No.	5
R-4	The EA Solution should allow users to lock models or lock parts of models.  5 pts for Yes (parts of models).  2 pts for Yes (full models only).  0 pts for No.	5
R-5	The EA Solution should support rollback of the data and models.  7 pts for Yes – with Multiversion Concurrency Control and transaction logs.  4 pts for Yes – for simple versioning and change logs.  2 pts for Yes – simple versioning only.  0 pts for No.	7

<b>Req ID</b>	<b>Point Rated Requirement</b>	
R-6	<p>The EA Solution should support replication/synchronization mechanisms.</p> <p>4 pts for Replication and Synchronization.</p> <p>2 pts for Replication or Synchronization.</p> <p>0 pts for No.</p>	4
R-7	<p>The EA Solution should be able to replicate the repository to other local or standalone instances.</p> <p>4 pts for Replication of all and part.</p> <p>2 pt for Replication of only part.</p> <p>0 pts for No.</p>	4
<b>Group 2</b>	<b>Functional Fit (Specific to EA)</b>	<b>Max Points: 94</b>
R-8	<p>The EA Solution should offer consistency checking and quality checks.</p> <p>4 pts for spell checker in both official languages, completeness checker and model comparison.</p> <p>2 pts for spell checker in both official languages and either completeness checker or model comparison.</p> <p>1 pt for spell checker in both official languages only.</p> <p>0 pts for none of the above.</p>	4
R-9	<p>The EA Solution should support impact analysis.</p> <p>6 pts for integrated as-is and to-be analysis and scenario/model analysis with reporting in textual reports, matrices/charts and visual simulation results.</p> <p>4 pts for integrated as-is and to-be analysis or scenario/model analysis with reporting in textual reports, matrices/charts and visual simulation results.</p> <p>2 pts for results reporting in textual reports, matrices and charts.</p> <p>0 pts for no impact analysis.</p>	6
R-10	<p>The EA Solution should provide reference models.</p> <p>2 pts for including 4 or more industry and/or process specific reference models. Examples:</p> <ul style="list-style-type: none"> <li>Supply Chain Reference Model (SCOR).</li> </ul>	2



Req ID	Point Rated Requirement	
	<ul style="list-style-type: none"> <li>Value Chain Reference Model (VRM).</li> <li>Integrated Information Infrastructure Reference Model (III-RM)</li> <li>Business Motivation Model (OMG).</li> <li>Information Technology Infrastructure Library (ITIL).</li> </ul> <p>1 pt for a minimum of 2 industry or process specific reference models.</p> <p>0 pts for no industry or process specific reference models.</p>	
R-11	<p>The EA Solution should provide the ability to link an object via http to external digital document files and use that link to launch an application to view and edit the file.</p> <p>2 pts for being able to provide an http link to policy and direction and use that link to launch an application to view and edit the file.</p> <p>0 pts for No.</p>	2
R-12	<p>The EA Solution should provide the ability to define container objects for framing and organizing the model components. Nested Containers will be acceptable.</p> <p>2 pt for Yes.</p> <p>0 pts for No.</p>	2
R-13	<p>The EA Solution should provide the ability to "auto layout" objects within a model and provide the ability to apply user defined automatic layout rules to object sets.</p> <p>4 pts for auto-layout with user defined automatic layout rules.</p> <p>2 pts for auto-layout without user defined automatic layout Rules.</p> <p>0 pts for No.</p>	4
R-14	<p>The EA Solution should provide the ability to split models into submodels.</p> <p>3 pts if user can create a drill-down or submodule with the relationship between models maintained.</p> <p>0 pts for No.</p>	3
R-15	<p>The EA Solution should provide the ability to merge submodels into larger models.</p> <p>3 pts for Yes.</p> <p>0 pts for No.</p>	3

Req ID	Point Rated Requirement	
R-16	<p>The EA Solution should provide support for TOGAF v9x or higher Enterprise Architectural Framework as a means for editing and viewing architectural data.</p> <p>1 pt for Yes.</p> <p>0 pts for No.</p>	1
R-17	<p>The EA Solution should allow the user to assign a time period to an object, where an object may have more than one state in more than one time period.</p> <p>6 pts for managing objects along a timeline or predetermined time periods, allowing multiple states in different time periods.</p> <p>3 pts for managing objects along a timeline or predetermined time periods, but where separate states are separate objects.</p> <p>0 pts for using user-defined attributes to capture time related data, only.</p>	6
R-18	<p>The EA Solution should allow the user to assign a status to each object that indicates its degree of review or acceptance.</p> <p>3 pts for Yes.</p> <p>0 pts for No.</p>	3
R-19	<p>The EA Solution should allow the user to view and produce reports on the architecture for a given time period.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-20	<p>The EA Solution should allow the user to simulate alternative enterprise architecture scenarios.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-21	<p>The EA Solution should simulate impact of changes in a scenario.</p> <p>6 pts for Yes.</p> <p>0 pts for No.</p>	6

Req ID	Point Rated Requirement	
R-22	<p>The EA Solution should have the ability to perform simulation.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-23	<p>The EA Solution should enable users to produce reports identifying objects that do not have parent, sibling or child linkages.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-24	<p>The EA Solution should have the ability to graphically simulate bottlenecks.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2
R-25	<p>The EA Solution should have the ability to display results and analysis factors.</p> <p>6 pts for integrated reporting in textual reports, matrices/charts and visual simulation results.</p> <p>4 pts for integrated reporting in textual reports and matrices/charts only.</p> <p>2 pts for results reporting in textual reports only.</p> <p>0 pts for no impact analysis.</p>	6
R-26	<p>The EA Solution should have workflow modelling functionality.</p> <p>5 pts for Yes.</p> <p>0 pts for No.</p>	5
R-27	<p>The EA Solution should have process modelling functionality.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-28	<p>The EA Solution should allow modelling of data flow diagrams.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2

Req ID	Point Rated Requirement	
R-29	<p>The EA Solution should allow the user to reuse all objects/definitions (metadata items).</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2
R-30	<p>The EA Solution should generate diagrams using objects, their properties and their relationships out of the repository.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2
R-31	<p>The EA Solution should provide information source and process relationships support CRUD style relationships.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2
R-32	<p>The EA Solution should have the ability to update multiple project architectures based upon a set of user-defined criteria.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2
R-33	<p>The EA Solution should ensure compliance to defined and user-modified meta models at all levels.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-34	<p>The EA Solution should ensure that designated users for certain objects must agree when changes to interfaces between objects are made.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2
R-35	<p>The EA Solution should alert the user if the name of a newly created or imported object already exists within the repository.</p> <p>2 pts for a collision strategy.</p> <p>0 pts for No.</p>	2

Req ID	Point Rated Requirement	
R-36	The EA Solution should provide support for MDA.  1 pt for Yes.  0 pts for No.	1
Group 3	Functional Fit (General)	<b>Max Points: 153</b>
R-37	The EA Solution should support undo and redo functionality for at least 10 actions.  2 pts for Yes for both.  0 pts for No.	2
R-38	The EA Solution should come with "out-of-the-box" examples or sample solutions, which can be customized.  2 pts for Yes.  0 pts for No.	2
R-39	The EA Solution should have a consistent, common look and feel throughout software interface.  4 pts for Yes.  0 pts for No.	4
R-40	The EA Solution should model connections between objects as separate objects with their own attributes, allowing for the capture of data related to the connections.  4 pts for Yes.  0 pts for No.	4
R-41	The EA Solution should allow the display of attributes of connections to be turned on or off.  2 pts for Yes.  0 pts for No.	2
R-42	The EA Solution should allow the visualization of connections to be changed manually and automatically.  2 pts for Yes.	2

Req ID	Point Rated Requirement	
	0 pts for No.	
R-43	<p>The EA Solution should provide the ability to zoom-in, zoom-out, zoom to the complete model, or zoom into a selected portion of the model, zoom to a particular object, zoom to a selection (single or multiple), and zoom to the previous or next viewing point.</p> <p>2 pts for meeting all of the complete functionality as described above.</p> <p>0 pts for No.</p>	2
R-44	<p>The EA Solution should allow the user to create new diagram types.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-45	<p>The EA Solution should allow the configuration and extension of the frameworks and meta-models to be done from within the EA Solution.</p> <p>12 pts for providing a GUI that employs a graphical approach to manage all configuration and extensions, including adding, editing and removing objects and attributes, models and views.</p> <p>6 pts for providing other integrated interfaces which require special skills such as programming to configure or extend the frameworks and metamodels.</p> <p>0 pts for No.</p>	12
R-460	<p>The EA Solution should allow the user to create custom visualizations (symbols) for objects.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-47	<p>The EA Solution should allow the user to create new properties for existing object.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-48	<p>The EA Solution should allow the user to create custom queries and filters.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4

Req ID	Point Rated Requirement	
R-49	<p>The EA Solution should allow the reports to be configurable with minimal (i.e. a maximum of no more than 3.5 hours level of effort) customization or help instructions, examples or tutorials.</p> <p>4 pts for configurable without coding and/or special instructions.</p> <p>2 pts for configurable but requires coding and/or special instructions/tutorials.</p> <p>0 pts for No.</p>	4
R-50	<p>The EA Solution should support aggregation of information in order to create one big picture (Overview).</p> <p>6 pts for Yes.</p> <p>0 pts for No.</p>	6
R-51	<p>The EA Solution should allow user customizations to be carried forward in place with product upgrades.</p> <p>8 pts for Yes.</p> <p>0 pts for No.</p>	8
R-52	<p>The EA Solution should provide the ability to find and replace.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2
R-53	<p>The EA Solution should support the ability to define and manage list attributes (list drop downs).</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-54	<p>The EA Solution should support the ability for user-defined images and symbols to be set as default for objects and relationships.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-55	<p>The EA Solution should support the ability for the user to override the default image/symbol for any object and relationship instance.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2

Req ID	Point Rated Requirement	
R-56	<p>The EA Solution should have the ability to import from and export to ERwin 7.x or later.</p> <p>2 pts for Yes both import and export.</p> <p>1 pt for Yes, only import or only export.</p> <p>0 pts for No.</p>	2
R-57	<p>The EA Solution should have the ability to import from and export to IBM's Data Architect 9.x or later.</p> <p>2 pts for Yes both import and export.</p> <p>1 pt for Yes, only import or only export.</p> <p>0 pts for No.</p>	2
R-58	<p>The EA Solution should have the ability to import from and export to Qualiware 5x or later.</p> <p>2 pts for Yes both import and export.</p> <p>1 pt for Yes, only import or only export.</p> <p>0 pts for No.</p>	2
R-59	<p>The EA Solution should have the ability to import from and export to MS Visio 2003 or later.</p> <p>2 pts for Yes, both import and export.</p> <p>1 pt for Yes, only import or only export.</p> <p>0 pts for No.</p>	2
R-60	<p>The EA Solution should provide the ability to apply rules to imported data to automatically convert the data to the object and relationship objects definitions.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-61	<p>The EA Solution should be able to generate, save and export user-defined reports and graphics.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2



Req ID	Point Rated Requirement	
R-62	<p>The EA Solution should be able to generate HTML output, including diagrams.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-63	<p>The EA Solution should include full web publishing.</p> <p>10 pts for full web publishing capability included in the package price.</p> <p>0 pts for No.</p>	10
R-64	<p>The EA Solution should be able to export to MS Word 2010 or later.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2
R-65	<p>The EA Solution should be able to export to MS Excel 2010 or later.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2
R-66	<p>The EA Solution should be able produce a summary in MS Word 2010 or later, to give a summary of the architecture landscape.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2
R-67	<p>Within the modeling environment, the EA Solution should be able to produce a textual or matrix summary report to give a picture of the mappings and how they fit together.</p> <p>6 pts for a summary report that is both textual and graphical.</p> <p>4 pts for a summary report that is only textual.</p> <p>0 pts for no summary report.</p>	6
R-68	<p>The EA Solution should allow users to change the report templates through a GUI.</p> <p>4 pts for the ability to change report templates through a GUI.</p> <p>2 pts for the ability to change report templates through a textual coding.</p> <p>0 pts for No.</p>	4

Req ID	Point Rated Requirement	
R-69	<p>The EA Solution should support multi-level reporting.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2
R-70	<p>The EA Solution should allow users to produce and modify reports, either integrated into the EA Solution or through third-party software. (If third-party software is used, identify the source.)</p> <p>4 pts for an integrated capability.</p> <p>2 pts for third-party software.</p> <p>0 pts for No.</p>	4
R-71	<p>The EA Solution should allow users to publish defined information automatically based on predefined states, events or time.</p> <p>4 pts for Yes.</p> <p>0 pts for No.</p>	4
R-72	<p>The EA Solution should allow users to define reports, store these reports and share these reports either to specific groups or globally.</p> <p>4 pts for a complete solution as described.</p> <p>2 pts for a partial solution. A partial solution is an EA Solution that allows users to do only 2 or less of define, store, and share reports.</p> <p>0 pts for No.</p>	4
R-73	<p>The EA Solution should allow users to print any of the models at any zoom level, with the print image exactly replicating the visual image on the computer monitor.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2
R-74	<p>The EA Solution should allow users to tile any of the models for printing format/printer or plotter that requires more than one sheet to print the model at the current zoom level.</p> <p>2 pts for Yes.</p> <p>0 pts for No.</p>	2

Req ID	Point Rated Requirement	
R-75	The EA Solution should provide an embedded versioning mechanism. 4 pts for Yes. 0 pts for No.	4
R-76	The EA Solution should be able to handle conflicts on import and merge commands. 4 pts for Yes. 0 pts for No.	4
R-77	The EA Solution should allow multiple versions of an object. 2 pts for Yes. 0 pts for No.	2
R-78	The EA Solution should support comparisons between versions of objects. 2 pts for Yes. 0 pts for No.	2
R-79	The EA Solution should support the deletion of an object from a model and yet maintain the object in the inventory. 2 pts for Yes. 0 pts for No.	2
R-80	The EA Solution should be able to embed performance indicators into the models, so that the effectiveness of the EA can be measured over time. 1 pt for Yes. 0 pts for No	1
Overall Rated Requirement Score:		Max 282 pts

## Appendix 1: Government of Canada Technical Environment

### 1. Data Centers

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Government of Canada IT Services are hosted by Shared Services Canada (SSC) in two Data Centers that house four (4) distinct technology platforms (i.e. hardware and operating systems):

1. Windows Platform – based on Intel/AMD x86 chip architecture running the Virtualized instances of Microsoft Windows Server operating system.
2. LINUX Platform – based on Intel/AMD x86 chip architecture running virtualized instances of the RedHat Enterprise LINUX (RHEL) operating system.
3. UNIX Platform – based on Sun SPARC Reduced Instruction Set Computing (RISC) processor architecture running the Sun Solaris operating system.
4. Mainframe Platform – based on IBM mainframe architecture running the z/OS operating system.

Additional considerations:

- The two Data Centers may be located at distances greater than 50 kilometers.
- Configurations include intra-DC (redundancy within a Data Centre) and active-active configurations across Data Centres.
- Disaster recovery may require additional passive (dormant) licensing to be activated in the case of a crisis whereby the primary software is no longer available.
- Disaster recovery (data perspective) is supported through hardware mirroring of the Storage Area Network (SAN).

### 2. Base Platforms

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#### 2.1. Distributed Computing Environment

The Distributed Computing Environment (DCE) is a Client/Server based infrastructure that consists of Windows-based servers, desktops, tablets and laptops with Windows Active Directory (AD) providing the backend directory services.

There are approximately 330 sites across Canada supported by the DCE. These sites will vary in size from a handful of users to thousands in a single building. Bandwidth at these sites also varies as indicated in section Network Environment. A distributed site may be comprised of one or more File and Print servers, access to local or centralized MS Exchange mail services, an AD domain controller, and a number of locally networked desktops. A larger portion of sites leverage regional hub and/or central services.

SSC has also implemented the Centralized Technology Platform (CTP) using Citrix XenApp, which consists of central servers located in the National Capital Region hosting a variety of applications and services for a select group of end-users. These applications and services include specific line-of-business applications along with base productivity applications such as MS Office, Outlook and Exchange, a host emulator (Attachmate) and basic File and Print services.

Government of Canada utilizes Remote Access (or Telecommute) using Secure Remote Access (SRA) for users unable to be hard-wired to the network. SRA users connect to the DCE via alternative access methods (e.g. Public ISP's). The SRA Platform is a subset of the DCE and is also based on the Windows Server and Windows Client operating systems.

The underlying hardware for the Windows environment consists of servers based on AMD and Intel architectures using multi-core and multi-processor technology. VMWare ESXi is the standard

hypervisor used to host all production and non-production Windows-based servers. Servers are currently running on HP BL 465C G8 hardware.

Desktops/laptops are based on Intel architectures using multi core processors and dual channel memory.

Highlights of the key Windows-based infrastructure installed within the CRA/SSC DCE:

- MS Windows 2008 Server / Server 2008 R2 64bit
- Citrix XenApp
- MS Windows 7 Enterprise 32bit
- MS Windows 8.1 optional for x64 development and tablet compute requirements
- MS Office 2010
- MS Exchange 2010
- Desktop Java Runtime Environment (JRE) version 1.7
- MS Internet Explorer 11 or higher

## *2.2. LINUX Platform*

SSC operates and supports the RedHat Enterprise Linux (RHEL) platform to host web based services and other applications including commercial off the shelf (COTS) software.

The underlying hardware on this platform consists of HP x86 blade technology running RHEL on top of VMWare's ESXi hypervisor. To meet high availability requirements, critical hardware and software components are redundantly deployed over two (2) Data Centres in Ottawa.

Highlights of the key LINUX-based infrastructure:

- RHEL v6.6
- ESXi 5.5

## *2.3. UNIX Platform*

SSC operates and supports the Sun/Solaris based UNIX platform to host web based services and other applications including commercial off the shelf (COTS) software.

The underlying hardware on this platform consists of Sun M9000 enterprise-class servers and T-Series blade servers, running Sun Solaris operating system (version 10) and supporting partitioned domains and shareable computing hardware resources. To meet high availability requirements, critical hardware and software components are redundantly deployed over two (2) Data Centres in Ottawa.

Highlights of the key UNIX-based infrastructure installed:

- Solaris 10 (Includes Zones, LDOMS, Dynamic System Domains and Dynamic Domains)
- Current version of Apache
- Siteminder and Identity Manager R12
- CA Directory R12sp1 (X500)

#### *2.4. zSeries Platform*

SSC operates multiple IBM zSeries z196 (soon to be EC12) Enterprise Class machines deployed over two (2) Data Centres in the National Capital Region. Within each data center, the machines are clustered in parallel sysplex configurations. The platform supports z/OS and MVS operating systems.

Workload is managed across a variety of general purpose and specialty engines (zIPP/zAPP/CRYPTO). Peripheral device attachment and channel interfacing is primarily FICON. Connection to the network infrastructure is ethernet via IBM Open Systems Adapters (OSA). The operating system is z/OS Version 1.13.

#### *2.5. Network Environment*

SSC operates a private Wide Area Network (RCNet) in support of Government of Canada that extends to approximately 330 sites across Canada. RCNet installs MPLS based routing infrastructure and local switches in each building to interconnect user backbone and common access segments within the buildings, and to provide connectivity to the wide area network.

The majority of the buildings are interconnected via MPLS (Multiprotocol Label Switching) circuits, although others are connected via site and user based IPsec VPN tunnels over Internet (DSL, cable, Satellite). Minimum MPLS connection speed is 1.5 mbps with sites upgraded to traffic demand require. Sites with IPSEC VPN tunnel have a variety of connection speeds using various ISP offerings.

#### *2.6. Backup Software*

SSC utilizes the Tivoli Storage Management (TSM) solution to back up required data and environments. TSM client is deployed on all servers to be backed up.

#### *2.7. Application Platform*

SSC supports additional software which allows for the execution of line-of-business systems. This includes application servers, DBMS and messaging components.

Highlights of the key LINUX-based infrastructure:

- Weblogic 10.3.6
- Websphere Application Server 7.x

Highlights of the key UNIX-based infrastructure installed:

- Weblogic 10.x
- IBM DB2 LUW 9.5

Highlights of the key mainframe-based infrastructure installed:

- CICS v5 supported by CTG v9 (CICS Transaction Gateway)
- Websphere Application Server v8.5.5.3
- MQ v7.1
- IBM DB2 v10

### 3. Lab Environment Overview

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The Government of Canada utilizes a sophisticated set of environments to complete research, development, testing and end user tasks. The following is an overview of the number, size and basic usage of each category of labs.

#### 3.1. Specialized Labs

Specialized labs are typically provisioned through virtualization, and currently provided with either Windows or RedHat kernels on VMWare images:

- Workgroup development shared component environments
- Sandboxes for exploration, data manipulation, etc.
- SSC landing zone and test environment (including certification)

#### 3.2. Pre-Development Phase

Validation, integration and research labs are provisioned to protect development and testing labs from harmful change:

- Facilitates the testing of new software, new versions of existing software and consumption of new features in existing products to validate the integration with existing systems prior to the release in the Development Phase
- Configuration mirrors production configuration
- Consists of three labs (evergreening, line-of-business COTS integration, futures) which typically support only low volumes

#### 3.3. Development Phase

Environments used by the application developers:

- Low volume requirement, no clustering, minimum configuration
- Allows for unit testing on end-state infrastructure versions, not end-state topology
- Note: each phase also has support paths for developers to deploy fixes through (maximum number of developer environments per line-of-business, including support labs: 7)

#### 3.4. Testing Phase

There are various labs within the testing phase which handle different aspects of the Government of Canada quality assurance testing. These labs are sometimes deployed on the same hardware, sometimes spread across multiple servers.

- *Release Testing Lab (RTL)*
  - Facilitates the release-related (application or technology) system integration, application functionality, performance & interface testing events
  - Configuration mirrors production configuration
  - Must be able to support high volume and failover testing
  - Consists of three labs where upcoming releases are tested concurrently
- *Release Training Labs (RTR)*
  - Facilitates training events for new application functionality that is destined for Production
  - Provides an environment where external partners can test their current version of software against functionality in an upcoming Government of Canada release
  - Subset of production configuration (single lab with limited redundancy)

- Medium volume requirement
- *Pre-Production Lab (PPL)*
  - Facilitates release implementation dry runs to ensure successful production migrations (confirms the mechanics of a production release, rather than the content)
  - Configuration mirrors production configuration
  - Single lab with low volume requirement

### 3.5. Production Phase

There are various labs within the production “phase”, including the production “state”. There are physical and logical segregations between the runtime environment and its support environments

- *Production (PROD)*
  - Live business environment
- *Production Support Lab (PSL)*
  - Facilitates testing of emergency fixes
  - Configuration mirrors production configuration
- *Production Training Lab (PTR)*
  - Facilitates training events for new application functionality that is in Production
  - Provides an environment where external partners can test their new version of software against current Government of Canada functionality
  - Subset of production configuration (single lab with limited redundancy)
  - Medium volume requirement



## Appendix 2: Glossary and Acronyms

ABM	Agency Business Model
BMM	Business Motivation Model
BPEL	Business Process Execution Language
BPMN	Business Process Modeling Notation
COTS	Commercial Off The Shelf
CSV	Comma Separated Values
CRUD	Creating, Reading, Updating and Deleting
EA	Enterprise Architecture
GUI	Graphical User Interface
HTML	HyperText Markup Language
IDEF	Integration Definition
III-RM	Integrated Information Infrastructure Reference Model
IM	Information Management
ISO	International Standard Organization
IT	Information Technology
ITSEC	Information Technology Security
LDAP	Lightweight Directory Access Protocol
LSA	Logistics Support Analysis
MDA	Model Driven Architecture, OMG
MODAF	Ministry of Defence Architecture Framework
NCR	National Capital Region
ODBC	Open Data Base Connectivity
OMG	Object Management Group
OLE	Object Linking and Embedding
PC	Personal Computer
PD	Project Director
PDF	Portable Document Format
PM	Project Manager

PMO	Project Management Office
PWGSC	Public Works and Government Services Canada
RTF	Rich Text Format
SOR	Statement of Requirements
SPEC	Specification or Performance Specification
SSADM	Structured Systems Analysis & Design Methodology
SysML	Systems Modelling Language
TOGAF	The Open Group Architecture Framework
UML	Unified Model Language
UPAM	Universal Paging Access Module
VSD	Microsoft Visio 2010 and earlier file format
XMI	XML Metadata Interchange
XML	Extensible Mark-up language

## ANNEX B

### BASIS OF PAYMENT

<b>Table 1 – Initial Deliverables</b> <b>Firm Unit Price for Initial Licensed Software and Software Maintenance and Support Services for 1 Year</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Quantity (A)</b>	<b>Firm Unit Price (B)</b>	<b>Extended Price (C) = (A) x (B)</b>
1	EA Solution Perpetual License (Developer) including 1 year of Warranty, maintenance and support services	User License	10	\$	\$
<b>Total of Table 1:</b>					

<b>Table 2 – Optional Deliverables</b> <b>Firm Unit Price(s) for Additional Licensed Software Users</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit of Issue</b>	<b>Quantity for Evaluation Purposes (A)</b>	<b>Firm Ceiling Unit Price (B)</b>	<b>Extended Price for Evaluation Purposes (C) = (A) x (B)</b>
1	EA Solution Perpetual Licenses (Developer) (additional users)	User License	100	\$	\$
2	EA Solution Perpetual (Read only) User Licenses	User License	2000	\$	\$
<b>Total of Table 2:</b>					

**Table 3 – Optional Deliverables**

**FIRM ALL INCLUSIVE PER DIEM RATES TO BE PROVIDED ON AN “AS AND WHEN REQUESTED BASIS”**

**“As and when requested ” basis Professional Services are as detailed in Article 7.3 :** For the provision of professional services, all as detailed in this Contract, as and when requested by Canada, in accordance with an approved Task Authorization detailed in **Article 7.3.**

**[Note to Bidder:** Canada reserves the right to declare any bid non-responsive if any of the per-diem rates bid above increase or decrease by more than 5% per year, or are, at Canada's sole discretion, considered unreasonably high or unreasonably low.]

<b>Item No.</b>	<b>Description</b>	<b>Number of Days for Evaluation Purposes (A)</b>	<b>Per Diem Rate (B)</b>	<b>Extended Price for Evaluation Purposes (C) = (A) x (B)</b>
1	Professional Services by Technical Classroom Training	10	\$	\$
2	Professional Services by Solution Product Expert	10	\$	\$
<b>Total of Table 3:</b>				

Table 4 – Optional Deliverables							
Firm Unit Price for Additional Years of Warranty, Software Maintenance and Support Services							
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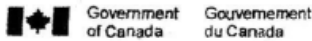
**Note:** The Total for Table 4 will be calculated as follows: For each line item, a line item total will be calculated by summing the multiplication of the indicated quantity from Table 4.1 by the applicable Unit Price for each Year. The line item totals (items 1 through 2) will then be summed to calculate the Total for Table 4.

Table 4.1					
Quantities for Evaluation Purposes of Table 4					
<div> <div> <div></div> <div></div> <div></div> <div></div> </div> <div> <div></div> <div></div> <div></div> <div></div> </div> </div>	Initial Contract Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4
1	20	50	70	90	110
2	400	800	1200	1600	2000

<b>Table 5 – Total Assessed Price (TAP) for Evaluation Purposes</b>			
<b>Table No.</b>	<b>Description</b>	<b>Formula</b>	<b>Total Price</b>
1	Table 1 – Firm Price Initial Deliverables	Total from Table 1	\$
2	Table 2 - Firm Price(s) for Additional Licensed Software Users, Online Training	Total from Table 2	\$
3	Table 3 – Firm All Inclusive Per Diem Rates to be provided on an “as and when requested” basis	Total from Table 3	\$
4	Table 4 - Firm Price for Additional Years of Warranty, Software Maintenance and Support Services	Total from Table 4	\$
<b>Total Assessed Price for Evaluation Purposes:</b>			

# ANNEX C

## SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat 1000324700
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

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

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

Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>
---

TBS/SCT 350-103 (2004/12)

Canada



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat  
1000324700

Security Classification / Classification de sécurité

*Unclassified*

**PART A (continued) / PARTIE A (suite)**

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

☒ No ☐ Yes  
Non Oui

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

☒ No ☐ Yes  
Non Oui

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

Document Number / Numéro du document:

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

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

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

Special comments:

Commentaires spéciaux:

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

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

☒ No ☐ Yes  
Non Oui

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

☐ No ☐ Yes  
Non Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

☒ No ☐ Yes  
Non Oui

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

☒ No ☐ Yes  
Non Oui

**PRODUCTION**

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

☒ No ☐ Yes  
Non Oui

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

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

☒ No ☐ Yes  
Non Oui

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

☒ No ☐ Yes  
Non Oui

Security Classification / Classification de sécurité

*UNCLASSIFIED*

TBS/SCT 350-103 (2004/12)

Canada





**PART C (continued) / PARTIE C (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

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

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

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

(Insert signature page upon Contract Award)

# ANNEX D

TASK AUTHORIZATION (TA) FORM				
Contractor:		Contract Number:		
Commitment: #		Financial Coding:		
Task Number (Amendment):		Issue Date:	Response Require By:	
<b>1. Statement of Work (Work Activities, Certifications and Deliverables)</b>				
See attached for Statement of Work and Certifications required.				
<b>2. Period of Service:</b>	<b>From (Date)</b>		<b>To (Date)</b>	
<b>3. Work Location:</b>				
<b>4. Travel Requirements:</b>				
<b>5. Language Requirement:</b>				
<b>6. Other Conditions/Constraints:</b>				
<b>7. Level of Security Clearance required for the Contractor Personnel:</b>				
<b>8. Contractor's Response:</b>				
<b>Category and Name of Proposed Resource</b>	<b>PWGSC Security File Number</b>	<b>Per Diem Rate</b>	<b>Estimated # of Days</b>	<b>Total Cost</b>
<b>Estimated Cost</b>				
<b>Applicable Taxes</b>				
<b>Total Labour Cost</b>				
<b>Total Travel &amp; Living Cost</b>				

TASK AUTHORIZATION (TA) FORM	
Firm Price or Maximum TA Price	
<b>Contractor's Signature</b>	
Name, Title and Signature of Individual Authorized to sign on behalf of the <b>Contractor</b> (type or print)  _____	Signature: _____  Date: _____
<b>Approval – Signing Authority</b>	
<b>Signatures (Client)</b> Name, Title and Signature of Individual Authorized to sign:  Technical Authority:  _____  Date:  _____	<b>Signatures (PWGSC)</b>  Contracting Authority <sup>1</sup> :  _____  Date:  _____
<sup>1</sup> Signature required for TA valued at \$40,000 or more, Applicable Taxes included.	
You are requested to sell to her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.	

**Annex E**  
**Table of Participating Clients**

<b>Participating Clients</b>	<b>Annex E</b>
Canada Border Services Agency	Appendix 1

*The table above will be updated as the Licensing Coverage is expanded to increase the number of Clients and Users.*

**Appendix 1 to Annex E  
Canada Border Services Agency (CBSA)  
Client Reference # 47419-154700**

Description of Requirement			
ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			
SubTotal:			

**Client Authorities:**

**Financial Code:**

**Client Requisition number: 47419-154700**

**Contract Period:**

**Payment Due Date:**

**The Contractor shall direct all shipments to the following address:**

**The Contractor shall direct invoices to the following address:**

BID SUBMISSION FORM 1		
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name:	
	Title:	
	Address:	
	Telephone #:	
	Fax #:	
	Email:	
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
<b>Jurisdiction of Contract:</b> Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<b>Former Public Servants</b> See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?  Yes ____ No ____	
	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "	
	Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?  Yes ____ No ____	
	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "	
<b>Licensed Software Maintenance and Support:</b>	Toll-free Telephone Access:	

BID SUBMISSION FORM 1		
(Contracting Officers should only insert when supplemental General Conditions 4004 has been inserted in Part 7).	Toll-Free Fax Access:	
	E-Mail Access:	
	Website address for web support:	
<b>Security Clearance Level of Bidder</b> <b>[include both the level and the date it was granted]</b> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>		
<b>Signature of Authorized Representative of Bidder</b>	<hr/>	



<b>Form 2</b> <b>Substantiation of Technical Compliance Form - Mandatory Requirements</b>		
<b>Article of Statement of Requirements that requires substantiation by the Bidder</b>	<b>Bidder Substantiation</b>	<b>Reference to additional Substantiating Materials included in Bid</b>
M1		
M2		
M3		
M4		
M5		
M6		
M7		
M8		
M9		
M10		
M11		
M12		
M13		
M14		
M15		
M16		
M17		
M18		
M19		
M20		
M21		
M22		
M23		
M24		
M25		
M26		
M27		
M28		
M29		
M30		
M31		
M32		
M33		
M34		
M35		
M36		

<b>M37</b>		
<b>M38</b>		
<b>M39</b>		
<b>M40</b>		
<b>M41</b>		
<b>M42</b>		
<b>M43</b>		
<b>M44</b>		
<b>M45</b>		
<b>M46</b>		

Form 3			
Substantiation of Technical Compliance Form - Rated Requirements			
Article of Statement of requirements that requires substantiation by the Bidder	Max Points available	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
R1	5		
R2	5		
R3	5		
R4	5		
R5	7		
R6	4		
R7	4		
R8	4		
R9	6		
R10	2		
R11	2		
R12	2		
R13	4		
R14	3		
R15	3		
R16	1		
R17	6		
R18	3		
R19	4		
R20	4		
R21	6		
R22	4		
R23	4		
R24	2		
R25	6		
R26	5		
R27	4		
R28	2		
R29	2		
R30	2		
R31	2		
R32	2		
R33	4		
R34	2		
R35	2		
R36	1		

R37	2		
R38	2		
R39	4		
R40	4		
R41	2		
R42	2		
R43	2		
R44	4		
R45	12		
R46	4		
R47	4		
R48	4		
R49	4		
R50	6		
R51	8		
R52	2		
R53	4		
R54	4		
R55	2		
R56	2		
R57	2		
R58	2		
R59	2		
R60	4		
R61	2		
R62	4		
R63	10		
R64	2		
R65	2		
R66	2		
R67	6		
R68	4		
R69	2		
R70	4		
R71	4		
R72	4		
R73	2		
R74	2		
R75	4		
R76	4		
R77	2		
R78	2		
R79	2		
R80	1		

TOTAL	282		
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**Form 4**  
**Software Publisher Certification Form**  
(to be used where the Bidder itself is the Software Publisher)

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


*[Bidders should add or remove lines as needed]*

**Form 5**  
**Software Publisher Authorization Form**  
(to be used where the Bidder is not the Software Publisher)

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

This authorization applies to the following software products:

\_\_\_\_\_

\_\_\_\_\_

*[Bidders should add or remove lines as needed]*

Name of Software Publisher (SP) \_\_\_\_\_

Signature of authorized signatory of SP \_\_\_\_\_

Print Name of authorized signatory of SP \_\_\_\_\_

Print Title of authorized signatory of SP \_\_\_\_\_

Address for authorized signatory of SP \_\_\_\_\_

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

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

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

Solicitation Number \_\_\_\_\_

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

## Form 6 to Part 5 – Bid Solicitation

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment and Social Development Canada (ESDC) - Labours' website.

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - ☐ A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC -Labour.
- OR
- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC -Labour. As this is a condition to Contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC -Labour.

B. Check only one of the following:

- ☐ B1 The Bidder is not a Joint Venture.
- OR
- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).