



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
11 Laurier St./11, rue Laurier
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet COMPUTERIZED MAINT. MANAGEMENT SYS.	
Solicitation No. - N° de l'invitation 21120-154688/A	Date 2016-03-10
Client Reference No. - N° de référence du client 21120-154688	
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-113-29957	
File No. - N° de dossier 113x1.21120-154688	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-04-21	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Xu, Hong	Buyer Id - Id de l'acheteur 113x1
Telephone No. - N° de téléphone (819) 956-9024 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA 340 LAURIER AVE W. TECHNICAL SERVICES & FACILITIES ATT: HEATHER HAYNE OTTAWA Ontario K1A0P9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Shared Systems Division (XL)/Division des systèmes
partagés (XL)
4C1, Place du Portage Phase III
11 Laurier St./11, rue Laurier
Gatineau
Québec
K1A 0S5

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

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BID SOLICITATION

HOSTED TECHNICAL SERVICES & FACILITIES

MAINTENANCE MANAGEMENT SOFTWARE SOLUTION

FOR

CORRECTIONAL SERVICE CANADA

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List of Annexes to the Resulting Contract:

Annex A Statement of Requirements
Annex B Basis of Payment

Forms:

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into six 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** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of Correctional Service Canada (the "Client") for a commercially available Licensed Software as a Service Hosted Technical Services & Facilities Maintenance Management Software Solution (HTSFMMSS). It is intended to result in the award of a contract for 1 year, plus 4 one-year irrevocable options allowing Canada to extend the term of the contract.
- (b) Canada has an initial requirement for a commercially available Licensed Software as a Service Hosted Technical Services & Facilities Maintenance Management Software Solution (the "**Software Solution**") for approximately 25 Client Users. The required Software Solution must include the Licensed Software, a 12-month warranty, software maintenance and support, and documentation. Training must also be provided, if requested. 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

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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 **Software 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) Bidders are to provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 or 2004, whichever is applicable to this bid solicitation. Bidders are requested to include this information in the Bid Submission Form.
- (d) 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).
- (e) There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 - Certifications, Part 6 - Resulting Contract Clauses and the form named "Federal Contractors Program for Employment Equity - Certification".

1.3 Debriefings

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

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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) "Subsections 04 and 05 of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above are deleted in their entirety and replaced with the following:
 - 4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.
 - 5. Canada may, at any time, request that a bidder provide properly completed and signed Consent Form (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.
- (e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: ninety (90) days

2.2 Submission of Bids

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

2.3 Former Public Servant

- (a) Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the

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

(b) **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, .C-8.

(c) **Former Public Servant in Receipt of a Pension**

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

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

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

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

(d) **Work Force Adjustment Directive**

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

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If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

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

Note to Bidders: Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

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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 (2 hard copies and 1 soft copies on USB key)
 - (ii) Section II: Financial Bid (2 hard copies and 1 soft copies on USB key)
 - (iii) Section III: Certifications (2 hard copies)
 - (iv) Section IV: Additional Information (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.

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- (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 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 Form 1 – Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not

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mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

(ii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex A (Statement of Requirements) identified in the Form 2 - Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

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

In conducting its evaluation of the bids, Canada may, but will have no obligation to request that a bidder provide customer references. If Canada sends such a written request, the bidder will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive. These customer references must each confirm if requested by PWGSC, the facts identified in the Bidder's bid, as required by the Statement of Requirements.

(A) 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 [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"

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.]

(B) For each customer reference, the Bidder must, at a minimum, provide the name and e-mail address for a contact person.

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

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- (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 III: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (d) **SACC Manual Clauses:**
- (i) C3011T (2013-11-06), Exchange Rate Fluctuation

3.4 Section IV: Certifications

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

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

- (a) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (b) Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.
- (c) The mandatory technical criteria are described in the Substantiation of Technical Compliance Form.

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(d) **Reference Checks:**

- (i) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day using the e-mail address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.
- (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by 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.
- (v) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

(e) **Demonstration**

- (i) Canada may, but will have no obligation, to require that the top-ranked Bidder (identified after the financial evaluation) demonstrate any features, functionality and capabilities described in this bid solicitation or in its bid, in order to verify compliance with the requirements of this bid solicitation. If required, the demonstration must be conducted, at no cost to Canada, at a location in Canada agreed to by the Contracting Authority. Canada will provide no fewer than 10 working days of notice before the scheduled date for the demonstration. The demonstration must be conducted during normal business hours, to be determined by the Contracting Authority. Canada will pay its own travel and salary costs associated with any demonstration. Despite the written bid, if Canada determines during a demonstration that the Bidder's proposed solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive.

(f) **Submission of a Sample**

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- (i) Canada may, but will have no obligation to, require that the top-ranked Bidder (identified after the financial evaluation) provide a sample of the goods that it has bid, to allow Canada to verify compliance of the product or solution with any of the requirements of this bid solicitation or described in the bid. If required, the sample must be delivered, at no cost to Canada, to a location specified by Canada, within 5 working days of the Contracting Authority's request. Despite the written bid, if Canada determines as a result of examining the sample that the Bidder's proposed product or solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive.

(g) 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 the Statement of Requirements. The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in the Statement of Requirements, or the PoP test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in the Statement of Requirements (it is within the Contracting Authority's sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoP test.
- (ii) After being notified by the Contracting Authority, the Bidder will be given a maximum of 7 working days to start the installation of the proposed solution. The installation must be completed and functional within 5 working days of the Bidder starting the installation (7.5 hrs/day during normal working hours, to be determined by the Contracting Authority). Canada will then conduct the PoP test. 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.
- (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

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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.

(h) **Consideration of Additional Software Use Terms included in Top-Ranked Bid**

- (i) Acceptance of all the terms and conditions contained in Part 6 - Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.
- (ii) However, Bidders may, as part of their bid, submit additional software use terms. Whether or not those software use terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional software use terms are acceptable to Canada is a matter solely within the discretion of Canada.
- (iii) The process is as follows:
 - (A) Bids may include additional software use terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a software publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);
 - (B) In cases where the Bidder has submitted a software publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the software use terms that the Bidder would like Canada to consider;
 - (C) Canada will review the additional software use terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;
 - (D) If Canada determines that any proposed software use term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;
 - (E) If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and
 - (F) If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use

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terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.

- (iv) For greater certainty and to ensure that only additional software use terms that have been approved by both parties are incorporated into any resulting contract, unless the additional software use terms proposed by the Bidder are included as a separate annex to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions or software use terms were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price using the pricing tables in Basis of Payment completed by the bidders.

- (b) **Formulae in Basis of Payment**

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

4.4 Basis of Selection

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

Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

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PART 5 - CERTIFICATIONS

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

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

5.1 Certifications Precedent to Contract Award

(a) Integrity Provisions - Associated Information

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

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

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

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

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

The Bidder must provide the Contracting Authority with a completed Form 5, [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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.

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

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

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

(b) Software Publisher Certification and Software Publisher Authorization

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

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PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 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 as a Service described in the Contract;
 - (ii) providing the Software Documentation relating to the Licensed Software as a Service in English, and French if available;
 - (iii) providing Software Maintenance and Support during the Licensed Software as a Service Subscription Period, plus any period during which the subscription to the Licensed Software as a Service are extended pursuant to the irrevocable options granted to Canada below;
 - (iv) providing training, as and when requested by Canada;
 - (v) delivering back-up data to the Client no less than once a month during the Contract Period and at the end of the Contract Period in a standard format approved by the Technical Authority.

to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.

- (b) **Client:** The initial Client is Correctional Service Canada. 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:

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- (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);
- (ii) "Device" means equipment having a physical central processor unit (CPU), mass storage and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants and mobile computing equipment;
- (iii) "General Conditions" means the general conditions that form part of the Contract;
- (iv) "Licensed Software as a Service" means the right to access and use the software products installed at the Contractor's premises and at the service delivery locations that must be provided by the Contractor to Canada under the Contract. This includes a subscription license with all the rights defined in the Contract and the right to the Software Documentation collectively;
- (v) "Software Documentation" means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada under the Contract, whether that material is to be provided in printed form or on Media;
- (vi) "Licensed Software Subscription Services Maintenance Releases" means all commercially available enhancements, extensions, improvements, upgrades, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the Licensed Software Subscription Services developed or installed by the Contractor or its licensor;
- (vii) "Software Error" means any software instruction or statement contained in or absent from the Licensed Software Subscription Services, which, by its presence or absence, prevents the Licensed Software Subscription Services from operating in accordance with the Specifications;
- (viii) "Licensed Software Subscription Period" means the period specified in the Contract during which the Contractor must support the Licensed Software Subscription Services, in accordance with the conditions of the Contract;
- (ix) "User" means an individual authorized by the Client to use the Licensed Software as a Service supplied under the Contract and includes any employee, agent or contractor authorized to use the Licensed Software as a Service. This does not include Requestors of the services, who may be any employee, agent or contractor of the Client and can request work in the Software Solution via desktop portal.

Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions unless provided otherwise. If the General Conditions contain sections entitled "Ownership" and "Warranty", those sections do not apply to the Licensed Software Subscription Services. Instead, the ownership and warranty provisions herein in this agreement apply to the Licensed Software Subscription Services.

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6.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both at the Basis of Payment 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.

6.3 Standard Clauses and Conditions

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

(a) General Conditions:

- (i) 2030 (2015-09-03), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(b) Supplemental General Conditions:

The following Supplemental General Conditions:

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

apply to and form part of the Contract.

6.4 Security Requirement

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

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

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

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

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- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

6.6 Delivery Date

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

(a) Access to the HTSFMMS (including support and associated documentation, must be delivered within 10 working days from Contract award date. Any additional requirements must be delivered within 10 working days of a sign Contract Amendment.

6.7 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Hong Xu
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch (STAMS) - (SSSPD),
Place Du Portage, Phase III, 4C1
11 Laurier Street
Gatineau, Quebec
K1A0S5
Telephone: (873) 469-4651
Facsimile: (819) 953-3703
E-mail address: hong.xu@tpsgc-pwgsc.gc.ca

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

(b) **Technical Authority**

The Technical Authority for the Contract is (TBD):

Name: _____

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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
(TBD)

6.8 Proactive Disclosure of Contracts with Former Public Servants

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

6.9 Payment

(a) **Basis of Payment**

- (i) **Subscription Licensed Software as a Service:** For the initial requirement for Users to access and use the Licensed Software as a Service (including Software Documentation, Maintenance and Support, and Warranty), in accordance with the Contract, Canada will pay the Contractor the firm per User price(s), set out in Annex B, (FOB destination), including all customs duties, Applicable Taxes extra. The firm prices include the warranty during the Software Warranty Period.
- (ii) **Option to Renew initial requirement, and Acquire additional Licenses for Users to access and use the Licensed Software as a Service:** For the licenses for Users to access and use the Licensed Software as a Service (including Software Documentation, Maintenance and Support, and Warranty), if Canada exercises its option, Canada will pay the Contractor the firm price set out in Annex B, Table 2, FOB destination, including all customs duties, Applicable Taxes extra.
- (iii) **Training:** For 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, upon completion of the course, Applicable Taxes extra.
- (iv) **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, 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.

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- (v) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (vi) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

(b) **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 - Multiple Payments**

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

(d) **Method of Payment - Advance Payment during the Initial and Optional Contract Periods for Licensed Software as a Service**

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

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

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

(e) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise

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would have been performed if the Contractor had been able to gain access to the premises.

6.10 Invoicing Instructions

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

6.11 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.

6.12 Federal Contractors Program for Employment Equity - Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and 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.

6.13 Applicable Laws

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

6.14 Priority of Documents

If there is a discrepancy between the wordings 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:

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- (i) 4003;
- (ii) 4004;
- (c) general conditions 2030 Higher Complexity – Goods (2015-09-03);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex ____, Additional Software Use Terms Approved by Canada (if any), which are only binding on Canada if they have been initialed by both parties in the signed copy of the Contract;
- (g) 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.

6.15 Foreign Nationals (Canadian Contractor)

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

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

6.16 Foreign Nationals (Foreign Contractor)

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

6.17 Insurance Requirements

- (a) SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

6.18 Ownership

- (a) Canada acknowledges that ownership of the Licensed Software used to provide the Licensed Software as a Service belongs to the Software Publisher or third parties and is not transferred to Canada. As a result, any reference in the Contract to any part of Licensed Software as a Service as a deliverable must be interpreted as a reference to the license to access and use the Licensed Software as a Service, not to own the Licensed Software as a Service.
- (b) Canada acknowledges that, in performing any warranty, maintenance, support and professional services related to the Licensed Software as a Service (if required under the Contract), the Contractor and its employees, agents, and subcontractors may develop and share with Canada ideas, know-how, teaching techniques and other intellectual property. Unless otherwise provided in the Contract, ownership to that intellectual property will remain with the Contractor. As long as the Contractor at all times observes the confidentiality provisions of the Contract, the Contractor will be entitled to use that intellectual property for whatever purposes it sees fit, including in the services it provides to its other customers, on the condition that Canada also has the right to use that intellectual property for its own business purposes at no additional cost. The Contractor agrees that all data, know-how or other intellectual property created or owned by Canada will remain the property of Canada, regardless of whether that data is created, processed, or stored using the HTSFMMSS.

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6.19 Disabling Codes

- (a) If the Licensed Software as a Service contains any features, functions or characteristics ("Disabling Codes") that might cause the Licensed Software as a Service to be unusable by Canada without passwords, authorization codes or similar information, the Contractor must provide to Canada, in advance and on an ongoing basis, provided Canada is not in default of its obligations regarding the use of the Licensed Software as a Service, all the information required by Canada to continue to access and use the Licensed Software as a Service.
- (b) If the existence or characteristics of any Disabling Code are not known to the Contractor, but the Contractor later becomes aware of them, the Contractor must correct or remove the Disabling Code from the Licensed Software as a Service or take whatever other steps are necessary to ensure that Canada is able to continue accessing and using the Licensed Software as a Service.

6.20 Software Documentation

- (a) Copyright in the Software Documentation will not be owned by or transferred to Canada. However, Canada has the right to use the Software Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the Licensed Software as a Service, as long as Canada includes any copyright and/or proprietary right notice that was part of the original document in any copy. Unless provided otherwise in the Contract, Canada must not otherwise reproduce the Software Documentation without first obtaining the written consent of the Contractor.
- (b) The Contractor guarantees that the Licensed Software as a Service contains the appropriate Software Code, Software Services, Web Services, Application Program Interfaces and Software policies, processes and procedures to permit the Client to access, and use all functions and features of the Licensed Software as a Service as detailed in the Contract.
- (c) If the Software Documentation is available in both of the two official languages of Canada, the Contractor must deliver it in both French and English. If the Software Documentation is only available in either English or French, it may be delivered in that language; however, Canada then has the right to translate it. Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.

6.21 Right to License

- (a) The Contractor guarantees that it has the right to license the Licensed Software as a Service to Canada and full power and authority to grant to Canada all the rights granted under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Canada agrees that its only remedy and the Contractor's entire obligations in relation to a breach of this guarantee are the remedies and obligations set out in the section entitled "Intellectual Property Infringement and Royalties" contained in the General Conditions or in the Articles of Agreement, as the case may be.
- (b) The Parties agree that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or listed in the Priority of Documents section in the Articles of Agreement form part of the Contract. Any conditions accompanying or enclosed with the Licensed Software as a Service if any, do not form part of the Contract and, therefore, are not part of Canada's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the Licensed Software as a Service or any portion of it. The Contractor acknowledges that any additional license agreement relating to

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the Licensed Software as a Service signed by anyone other than the Contracting Authority is void and of no effect.

- (c) Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained on the Contractor's Internet site or conditions that may accompany the Licensed Software as a Service in any manner, regardless of any notification to the contrary.

6.22 Minimum Availability Level:

The Hosted Licensed Software as a Service must be available to Canada 24 hours a day, 365 days a year and must be available 98.5% of the time, excluding maintenance windows.

6.23 Software Error Correction Services

- (a) Canada may report to the Contractor any failure of the Licensed Software as a Service Products to operate in accordance with the contract and the Statement of Requirements, during the Licensed Software as a Service Subscription Period. Canada may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable efforts to provide Canada within the time frames established in subsections (b) and (c), with a correction of the Software Error which caused the failure. Any such software correction must cause the Licensed Software as a Service to meet the contract and contract specifications. The Contractor must use all reasonable efforts to provide permanent corrections for all Software Errors and the Contractor warrants that the Licensed Software as a Service will meet the functional and performance criteria set out in the Specifications. All Software Error corrections will become part of the Licensed Software as a Service and will be subject to the conditions of Canada's license with respect to the Licensed Software as a Service.

- (b) Unless provided otherwise in the Contract, the Contractor must respond to a report of a Software Error in accordance with the severity of the Software Error, as detailed below. The severity will be reasonably determined by Canada, and communicated to the Contractor, based on the following definitions:

Severity 1: indicates total inability to use the Licensed Software as a Service resulting in a critical impact on user objectives;

Severity 2: indicates ability to use a Licensed Software as a Service but user operation is severely restricted;

Severity 3: indicates ability to use a Licensed Software as a Service with limited functions which are not critical to overall user operations;

Severity 4: indicates that the problem has been by-passed or temporarily corrected and is not affecting user operations.

- (c) Unless provided otherwise in the Contract, the Contractor must use reasonable efforts to correct Software Errors as follows:

Severity 1: within 4 hours of notification by Canada;

Severity 2: within 24 hours of notification by Canada;

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Severity 3: within 72 hours of notification by Canada; and

Severity 4: within 14 days of notification by Canada;

If Canada reports a Software Error to the Contractor, Canada must provide sample output (if applicable) and other diagnostic information, in order to permit the Contractor to expeditiously correct the Software Error.

6.24 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 section, 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:
 - (1) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - (2) 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) 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:
 - (1) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
 - (2) 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 either in whole or in part for default, up to an aggregate maximum for this subparagraph (2) 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 block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1M.

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

- vi) If Canada's records or data are harmed as a result of the Contractor's negligence or wilful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- c) Third Party Claims:
 - i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
 - ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (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 paragraph (c).

6.25 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.

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- (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.*

6.26 License to the Licensed Software as a Service

- (a) Licensed Software as a Service: The Contractor hereby agrees that the supplied Licensed Software as a Service will include the access and use of all Software required to enable the Client to use all the features and functionality, including but not limited to the use and access to all agents, host agents, access licenses, drivers, application program interfaces, adapters, connectors, plug-ins, software development tool kits and management console hosted by the Contractor.
- (b) Type of License being Granted: Licensed Software as a Service;
- (c) Term of the License: Annual Subscription;
- (d) Language of Licensed Software Services: English, and French if available;
- (e) Media on which Canada's Data must be Delivered: Internet download via Secure Network or HTTPS protocol as requested by Canada;
- (f) Additional Rights: The Licensed Software as a Service supplied under this Contract includes the rights for Canada to use the ASMSS which includes the rights:
 - (i) to access and use all the hosted software products that form part of the HTSFMMSS from as any locations (off-site workplaces or work environments "in the field", and in-home work environments for license use by the Client's Users up to the quantity specified in Annex B;
 - (ii) to use the English version (if available, French version);
 - (iii) to grant access through an internet browser using internet, intranet and extranet environments or any other connections to anyone who uses the services and programs provided by Canada (regardless of their location) to access, view, enter, search, exchange and read information held and created by the Client using the HTSFMMSS.
 - (iv) to make this use by way of a network, the Internet, an intranet, an extranet, a virtual private network (VPN), an inter-network, or such other means as may become possible from time to time so that users have "universal access rights" (i.e., a right to access the Licensed Software as a Service by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available from time to time; and
 - (v) to continue to access and use the Licensed Software as a Service regardless of any changes made at any given time, including but not limited to changes in the operating system, other applications, hardware, peripherals or devices with which the Licensed Software as a

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Service operates; however, the Contractor is not required to deliver a new or different version of the Licensed Software as a Service to enable the Client Users to continue to use the Licensed Software as a Service in a different environment than the one(s) described in the Contract.

6.27 Licensed Software as a Service Warranty:

The Contractor warrants and represents that the HTSFMSS will meet or exceed all the Specifications set out in the Contract and the Statement of Requirements during the entire Contract Period.

6.28 Licensed Software as a Service Maintenance:

(a) The Contractor must, as part of the Licensed Software as a Service, upgrade the Software with the most recent release(s) and version(s) of the software products. These release(s) and version(s) means all commercially available enhancements, extensions, improvements, upgrades, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the Licensed Software as a Service developed by the Contractor or its licensor.

6.29 Licensed Software as a Service Support: This includes the following Technical Hotline Support and Web Support services:

(a) Technical Hotline Support: The Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at _____, in English and French, 24 hours a day, 7 days a week. The Contractor must answer with a live service agent at the time of the Client's User's initial call within an average of one minute of the call being received by the Contractor. The Contractor's personnel must be qualified and able to respond to the Client's and any Client User's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems. In addition, the Contractor must be able to:

- Provide information and advice to Users;
- Create and transmit Messages on behalf of Client's Users and Administrator to all Contacts if requested by the Client; and
- Ensure the resolution of technical problems.

(b) Web Support: The Contractor must provide Canada with technical web support services through a website that must include, as a minimum, frequently asked questions and on-line software diagnostic routines, support tools, and services. The Contractor's website must provide support in English. The Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address is _____.

6.30 Training

(a) **Providing Training:** The Contractor must provide training as described in the Section 2 Training Requirements of the Statement of Requirements.

6.31 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

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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.

6.32 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.

6.33 Canada's Right to Access Data

The Contractor must transfer, using a secure mechanism approved by Canada, all HTSFMSS data in an available, machine-readable and usable form acceptable to Canada at no additional cost within 30 calendar days of a request or such longer period as the parties may agree. The data will be considered received upon sign-off by the Technical Authority. The sign-off will certify that the data that has been received is available, machine-readable and usable by Canada.

6.34 Transition Services at End of Contract Period

At the end of the Contract period, the Contractor must provide Canada, within 30 business days, without charge and without any conditions, a final extract of Canada's Data in the format specified by Canada.

Further, the Contractor must certify to Canada the destruction of Canada's Data within the possession or control of Contractor but such destruction must only occur after the Data has been returned to Canada. This Section survives the termination of this Agreement.

6.35 Loss of Data

In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Canada's Data or the physical, technical, administrative, or organizational safeguards put in place by the Contractor that relate to the protection of the security, confidentiality, or integrity of Canada's Data, the Contractor must, as applicable:

- (a) notify Canada as soon as possible, but no later than twenty-four (24) hours of becoming aware of such occurrence;
- (b) cooperate with Canada in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Canada;
- (c) perform or take any other actions required to comply with applicable law as a result of the occurrence;
- (d) indemnify, defend, and hold harmless Canada for any and all Claims (as per 6.23 Limitation of Liability - Information Management/Information Technology), including reasonable

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attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Canada in connection with the occurrence;

- (e) be responsible for recreating lost Data in the manner and on the schedule set by Canada without charge to Canada; and,
- (f) provide to Canada a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

6.36 Data Privacy and Information Security

Without limiting the Contractor's obligation of confidentiality as further described herein, the Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of Canada's Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of Canada's Data;
- (c) protect against unauthorized disclosure, access to, or use of Canada's Data;
- (d) ensure the proper disposal of Canada's Data; and,
- (e) ensure that all employees, agents, and subcontractors of the Contractor, if any, comply with all of the foregoing.

6.37 Termination for Convenience

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

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

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ANNEX A

STATEMENT OF REQUIREMENT

(As attached)

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ANNEX B

BASIS OF PAYMENT

SUPPLY ARRANGEMENTS AND STANDING OFFERS

Terms and Conditions and Pricing applicable to Supply Arrangements and Standing Offers DO NOT APPLY to a competitive bidding process and references to them in response to any mandatory requirement will render the bid non-responsive.

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

The Bidder must not make any assumptions which have not been validated by the Contracting Authority prior to the Bid Closing Date. The Bidder must refer to Part 3 - Bid Preparation Instructions.

Firm All Inclusive Price

Table 1- Initial Deliverables

Item No.	Initial Deliverables Description	FIRM ANNUAL PRICE PER USER
1	Initial Contract Period (begins on the date the Contract is awarded and ends 1 year later):	CAD\$
SUB-TOTAL		CAD\$
FOR EVALUATION PURPOSES, THE SUM OF SUB-TOTAL FIRM ANNUAL PRICE FOR ITEM 1 WILL BE USED TO CALCULATE THE TOTAL BID PRICE.		

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Table 2 - Option Deliverables

Item No.	<u>Option Deliverables Description</u>	<u>FIRM ANNUAL PRICE</u> <u>PER USER</u>
	For the provision of the annual Licensed Software as a Service, including Documentation, Warranty and Maintenance and Support Services, all as detailed in this Contract and Annex A - Statement of Requirements.	
1	Option Year 1	CAD\$
2	Option Year 2	CAD\$
3	Option Year 3	CAD\$
4	Option Year 4	CAD\$
SUB-TOTAL		CAD\$
FOR EVALUATION PURPOSES, THE SUM OF SUB-TOTAL FIRM ANNUAL PRICE FOR ITEM 1 + ITEM 2 + ITEM 3 + ITEM 4 WILL BE USED TO CALCULATE THE TOTAL BID PRICE.		

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TABLE 3 - Firm Price for Training Services on “As-and-When Requested” Basis

Item No.	Description	Qty (unit of measure)	Rate for initial Contract Period (CAD\$)	Rate for Option Year 1 (CAD\$)	Rate for Option Year 2 (CAD\$)	Rate for Option Year 3 (CAD\$)	Rate for Option Year 4 (CAD\$)
1	Training for Work Order Module (for Users)	Per Student					
2	Training for Work Order Module (“Train the Trainer”)	Per Student					
3	Training for Preventive Maintenance Module (for Users)	Per Student					
4	Training for Preventive Maintenance Module (“Train the Trainer”)	Per Student					
SUB-TOTAL							
THE SUM OF SUB-TOTAL RATES FOR ITEM 1 + ITEM 2 + ITEM 3 + ITEM 4							
FOR EVALUATION PURPOSES, THE SUM OF SUB-TOTAL RATES FOR ITEM 1 + ITEM 2 + ITEM 3 + ITEM 4 WILL BE USED TO CALCULATE THE TOTAL BID PRICE.							

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TABLE 4- TOTAL BID PRICE FOR EVALUATION PURPOSES

ITEM NO.	DESCRIPTION	PRICE
1	Firm annual price for the Initial Contract Period	SUB-TOTAL CAD\$ from Table 1
2	Firm annual price for Option Year 1, Year 2, Year 3 \$ from Table 2 and Year 4	SUB-TOTAL CAD\$ from Table 2
3	Firm Price for Training Services	THE SUM OF SUB-TOTAL CAD\$ from Table 3
TOTAL BID PRICE (TBP) FOR EVALUATION PURPOSES:		CAD\$

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BIDDER FORMS

Form 1 - BID SUBMISSION FORM													
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>													
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name:</td> <td></td> </tr> <tr> <td>Title:</td> <td></td> </tr> <tr> <td>Address:</td> <td></td> </tr> <tr> <td>Telephone #:</td> <td></td> </tr> <tr> <td>Fax #:</td> <td></td> </tr> <tr> <td>Email:</td> <td></td> </tr> </table>	Name:		Title:		Address:		Telephone #:		Fax #:		Email:	
Name:													
Title:													
Address:													
Telephone #:													
Fax #:													
Email:													
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>													
Jurisdiction of Contract: Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)													
Former Public Servants See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "												

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Form 1 - BID SUBMISSION FORM	
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?</p> <p>Yes _____ No _____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>
<p>Licensed Software Maintenance and Support: (Contracting Officers should only insert when supplemental General Conditions 4004 has been inserted in Part 7).</p>	Toll-free Telephone Access:
	Toll-Free Fax Access:
	E-Mail Access:
	Website address for web support:
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
<p>Signature of Authorized Representative of Bidder</p>	<p>_____</p>

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Form 2 Substantiation of Technical Compliance Form		
Article of Statement of Requirements that requires substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
As described in the Appendix D, EVALUATION CRITERIA of the Statement of Requirements		

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<p>Form 3 Software Publisher Certification Form (to be used where the Bidder itself is the Software Publisher)</p>
<p>The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:</p>
<hr/>
<hr/>
<hr/>
<hr/>
<p><i>[bidders should add or remove lines as needed]</i></p>

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Form 4
Software Publisher Authorization Form
(to be used where the Bidder is not the Software Publisher)

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

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP)	_____
Signature of authorized signatory of SP	_____
Print Name of authorized signatory of SP	_____
Print Title of authorized signatory of SP	_____
Address for authorized signatory of SP	_____
Telephone no. for authorized signatory of SP	_____
Fax no. for authorized signatory of SP	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____

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Form 5 to Part 5 – Bid Solicitation

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

B. Check only one of the following:

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

ANNEX A
STATEMENT OF REQUIREMENTS

For a

HOSTED
TECHNICAL SERVICES & FACILITIES
MAINTENANCE MANAGEMENT
SOFTWARE SOLUTION
(HTSFMMSS)

On Behalf of

CORRECTIONAL SERVICE CANADA
TECHNICAL SERVICES & FACILITIES

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Section 1. Overview

1.1 Requirements

Correctional Service Canada, (CSC), has a requirement for a Hosted Technical Services & Facilities Maintenance Management Software Solution, (HTSFMMSS), which delivers, allows and supports a Software Solution that works, is complete, and is responsive to the requirements of the RFP.

The HTSFMMSS, herein referred to as “the Software Solution”, must deliver, allow and support CSC in achieving the following Government results as detailed in the RFP;

- a. efficiently manage the data and information required to administer the operations and maintenance activities of CSC,
- b. increase consistency and reliability of facilities management across CSC’s Regions and facilities,
- c. adapt to procedural and/or workflow changes that result from new and evolving business processes,
- d. comply with legislative and policy requirements governing the operation and maintenance of CSC’s infrastructure; and
- e. reasonably expect extended service life of facilities and equipment.

The Contractor agrees to provide CSC with a Software Solution that includes the Deliverables listed in this document; and that will not prevent CSC from being compliant with Government of Canada policies, directives and guidelines.

1.2 Requirements Context

CSC is an agency within the portfolio of Public Safety. CSC contributes to public safety through the custody and reintegration of offenders. Across the country, CSC manages correctional institutions (of various security levels), treatment centres, four Aboriginal healing lodges, community correctional centres, and parole offices. In addition, CSC has five Regional headquarters that provide management and administrative support, delivering CSC’s programs and services. CSC also manages its Regional staff colleges and the CSC national headquarters (NHQ).

The Directorate of Engineering and Maintenance within the Technical Services and Facilities branch of CSC has custodial responsibility for engineering and maintenance services for CSC’s 73 facilities across Canada, which are grouped in 21 clusters. These facilities include over 2,000 buildings of various types, with total floor area almost 1.5 million square metres.

Headquartered in the National Capital Region, CSC delivers its engineering and maintenance services through NHQ and 5 Regional divisions, (known as Regions): Atlantic (ATL), Quebec (QUE), Ontario (ONT), Prairies (PRA), and Pacific (PAC).

The number of facilities, workload, and geographic and organizational spans of control drives the need for an integrated Maintenance Management Software Solution, particularly considering the recent deficit reduction initiatives and changes in the maintenance reporting structure.

1.3 Goals, Objectives and Purposes

CSC requires an externally-hosted licensed software subscription service for its Maintenance Management needs that is, and needs to be, accessible via Internet web browser.

The Software Solution will enable CSC to efficiently manage the data and information required to administer its operations and maintenance activities, in order to:

- a. increase consistency and reliability of facilities management across CSC's Regions and institutions,
- b. adapt to procedural and/or workflow changes that result from new and evolving business processes,
- c. comply with legislative and policy requirements governing the operation and maintenance of CSC's infrastructure; and
- d. reasonably expect extended service life of CSC facilities and equipment.

1.4 Aim, Scope and Priorities

1.4.1 The Software Solution must integrate with the Government of Canada's communications and technology environment, via a secure externally-hosted site, and must:

- a. centrally store all of CSC's engineering and maintenance data.
- b. allow CSC staff (Requestors) to request work and to receive reports on its status.
- c. allow designated CSC engineering and maintenance staff (Users) to input, access, and modify data.
- d. provide Users the functionality to generate, assign, review, action, approve and close work orders.

1.4.2 The Software Solution must allow CSC and its Users and Requestors to do the following:

- a. The Software Solution must work, and enable, deliver and support CSC's objectives.
- b. The Software Solution must enable, deliver and support the functionality for Requestors to request work in the Software Solution, via a portal on standard CSC desktop via Microsoft Internet Explorer 9 or 11 browsers, and to receive email updates on the work status.
- c. The Software Solution must enable, deliver and support the functionality for Requestors to request work by selecting from customizable drop-down menus.
- d. The Software Solution must enable, deliver and support the functionality for Users to access the Software Solution to initiate, track, assign, edit, and report on work, via a standard CSC desktop via Microsoft Internet Explorer 9 or 11 browser.
- e. The Software Solution must enable, deliver and support the generation of Preventive Maintenance work orders based on User input.
- f. The Software Solution must enable, deliver and support the functionality for Users to be added immediately to the User group by a System Administrator (up to the maximum allowable number of Users), provided the required User information is input.

- g. The Software Solution must enable, deliver and support bilingual access to the Software Solution, User training, Help desk features, and User support features.
- h. The Software Solution must enable, deliver and support a flexible search function for on-line queries and the capability to generate reports in various formats (PDF, Excel, and Word).
- i. The Software Solution must enable, deliver and support the printing of work orders, work schedules, images and reports on printers.
- j. The Software Solution must enable, deliver and support the addition of equipment information, maintenance schedules, notes, history, photographs and other information by Users by selecting from drop-down menus and/or keying in of information.
- k. The Software Solution must enable, deliver and support the use of CSC standard equipment identification system across all CSC institutions.
- l. The Software Solution must enable, deliver and support the tracking of workloads, job time, equipment use, and other factors.
- m. The Software Solution must enable, deliver and support the functionality of the Software Solution to act as an inventory control system for tools, equipment, materials, spare parts, and other consumables used in operations and maintenance.
- n. The Software Solution must enable, deliver and support workload distribution, allowing for skillsets, holidays, vacation, and other factors.
- o. The Software Solution must enable, deliver and support the functionality of the Software Solution to allow up to 25 searchable attributes to be assigned to any piece of equipment.

1.5 Project Phases

The project will consist of 4 phases:

- a. Phase 1 - Work Order Module implementation;
- b. Phase 2 - Preventive Maintenance planning and Pilot project; and
- c. Phase 3 - Preventive Maintenance Module implementation.
- d. Phase 4 - Ongoing Support

The Contract includes the three project phases plus ongoing support.

1.6 Work of Contractor

The Contractor's work will include performance and completion of the following tasks and provision of the associated Deliverables (listed in Section 4), in the 4 contract phases, including ongoing support. Project milestones are presented in Section 3:

A breakdown of the Contractor's work in each phase follows.

1.6.1 Phase 1 (Project): Work Order Module Implementation

In this phase the Software Solution program framework will be provided. The information fields and drop-down menus required by CSC will be defined and provided.

During this phase the contractor must provide training to Users to introduce them to the system and enable them to input, issue, close and report on a work order. At the end of this phase the Software Solution must be able to allow Users to input, issue, close, and report on, a work order.

The Contractor must:

- a. Attend kick-off meeting,
- b. Provide draft project plan,
- c. Provide revised draft project plan and other draft and final plans as noted in Deliverables for the project,
- d. Provide the base "Work Order" software with features and drop-down menus. Create a hierarchy of CSC sites on the Software Solution system,
- e. After discussion with CSC, customize the drop-down menus to provide menu choices required by CSC: for example: Region/Institution/building/building number/room number(s), system and equipment types, maintenance tasks and frequency, types of requirements (code-mandated, etc.),
- f. Configure Requestor and User profiles,
- g. Provide training to all Users and provide "Train the Trainer" session to selected Users for the Software Solution's Work Order roll-out/go-live. See Section 2 "Training Requirements" (below) for details,
- h. Attend a monthly progress review teleconference call with the Technical Authority,
- i. Attend quarterly progress review meetings with the Technical Authority, in person at 99 Bank Street in Ottawa, or via teleconference.
- j. Using the Work Order test and acceptance plan (one of the Deliverables noted in Section 4), in consultation with the Technical Authority, perform this testing. Tests might include but shall not be limited to:
 - o Preparation of work orders for ten procedures to be determined by Technical Authority
 - o Reporting on these work orders
 - o Confirmation of response time by Contractor to Help desk questions, and
- k. Correct any deficiencies in the system as shown by test results, retest and repeat as necessary until acceptance is obtained.

1.6.2 Phase 2 (Project): Preventive Maintenance Planning and Pilot Project

- a. Consult with CSC and confirm standard system and equipment categories, equipment ID scheme, other required equipment or system information (year of install, etc), specific maintenance procedures, desired reports and key performance indicators based on CSC facilities management governance, Federal and other applicable legislation, and codes and standards related to facilities maintenance. The Library for the Software Solution will house asset, procedure, and equipment and system names and information,
- b. Upload information in the Software Solution's Library

- c. Perform full data collection, data entry, configuration and testing at one (1) Pilot site. CSC will select an institution in one of the following areas: Kingston, ON, Abbotsford, BC, or Laval, QC (whichever is closest to the Contractor's main office location),
- d. Develop a data collection tool and data entry guide for CSC, to use to populate and implement the Software Solution's Preventive Maintenance Module across all sites,
- e. Attend a monthly progress review conference call with the Technical Authority,
- f. Provide quarterly reports,
- g. Attend quarterly progress review meetings with the Technical Authority, in person at 99 Bank Street in Ottawa, or via teleconference.
- h. Using the Preventive Maintenance and Pilot project test and acceptance plan (one of the Deliverables noted in Section 4), in consultation with the Technical Authority, perform this testing at the Pilot site. Tests might include but shall not be limited to
 - Preparation of work orders for ten procedures to be determined by User.
 - Reporting on these work orders
 - Confirmation of response time by Contractor to help desk questions
 - Confirmation of method to add in maintenance procedures
 - Confirmation of procedure to add in photos, notes, or manufacturer's brochures.
 - Confirmation of procedure to add new User(s) and delete User(s), and
- i. Correct any deficiencies in the system as shown by test results, retest and repeat as necessary until acceptance is obtained.

1.6.3 Phase 3 (Project): Preventive Maintenance Implementation

- a. Provide training to all Users and provide "Train the Trainer" session to selected Users prior to the Software Solution's Preventive Maintenance roll-out/go-live. See Section 2 "Training Requirements" (below) for details,
- b. Support CSC staff during implementation of Preventive Maintenance program with rapid response time on-line or call center support,
- c. Attend a monthly progress review conference call with the Technical Authority,
- d. Attend quarterly progress review meetings with the Technical Authority, in person at 99 Bank Street in Ottawa, or via teleconference. Provide handover report,
- e. Provide end-of-project report, and
- f. Attend end-of-project meeting.

1.6.4 Phase 4 (Contract): Ongoing Support (Project is complete)

- a. Be available to Users via email or telephone at all times during business window as per Part 2.6 of Technical Specifications, Service Level Requirements, and
- b. Attend monthly teleconference call with the Technical Authority,
- c. Provide end-of-contract report and complete all contract work before contract closeout

Section 2. Training Requirements

2.1 Types of Training

The Contractor must provide 4 types of training as follows:

- a. Training for Work Order Module (for Users)
- b. Training for Work Order Module (“Train the Trainer”)
- c. Training for Preventive Maintenance Module (for Users)
- d. Training for Preventive Maintenance Module (“Train the Trainer”)

All training will be by Webex. (Note that Requestor training is not required.)

2.2 Training Topics

2.2.1 Training topics for the Users and for “Train the Trainer” for the Work Order Module must include but not be limited to the following:

- a. Addressing of any User (or Trainer) questions or concerns
- b. General overview of system
- c. Screen navigation
- d. Security – login, logout & timeout, change password
- e. Review of each screen display
- f. Demonstration of all User interface functions available to the operator
- g. Review oration of all functions and features available to the User
- h. Demonstration and explanation of the system organization:Region/facility/building/floor/room/equipment, etc.
- i. Demonstration of how to add, or change, information, such as equipment make, model, manufacturer brochures, photographs or notes
- j. Demonstration of Work Order generation: making a Work Order , viewing its progress, and closing out, for several work orders each involving several workers and several types of tasks
- k. Demonstrate how reports are generated based upon various commonly-used criteria including: work orders complete, work orders involving a certain worker or trade, duration of work, work completed during a fiscal year. Attendees may propose other reports and Contractor shall show how to run them
- l. Demonstration of printing work order and reports
- m. Demonstration of exporting work order results into an Excel table
- n. Review of help desk and help function features
- o. Other items as suggested by attendees
- p. Provision of soft copy (electronic) bilingual training material. This must be considered one of the Deliverables required to meet the training requirements

2.2.2 Training topics for the Users and for “Train the Trainer” for Preventive Maintenance Module must include but not be limited to the following:

- a. Addressing of any User or Trainer questions or concerns
- b. General overview of system
- c. Screen navigation
- d. Security – login, logout & timeout, change password
- e. Inputting of equipment information, maintenance schedules and tasks
- f. Demonstration of inventory control features
- g. Demonstration of allocation of inventory items to a work order
- h. Filtering and sorting of information: demonstrate various means of sorting and filtering the information; (for example; list all steam boilers in a Region),
- i. Demonstrate importing of information (existing equipment information from spreadsheet or tables, past maintenance history, etc.)
- j. Demonstrate scheduling and allocating work based upon staff availability, required trades, work priorities, etc
- k. Demonstrate report generation, based upon criteria suggested by attendees
- l. Other topics and questions brought up by attendees
- m. Provision of soft copy (electronic) bilingual training material. This must be considered one of the Deliverables required to meet the training requirements.

2.3 Training Modules

2.3.1 Work Order Module training (for Users)

- a. Prepare a Training Plan for Users for the Work Order Module. Revise as needed after consultation with Technical Authority (TA). The training must include a component for assessment of the training by Users. The training must include revised/updated training annually (or concurrent with new features and release changes, whichever is more frequent). Prepare training material and deliver training in accordance with the approved training plan.
- b. Prior to finalizing the Work Order Module training for Users, the Contractor / course planner must discuss with CSC staff and obtain agreement on training content, duration and approach.
- c. Training for Work Order Module for Users: Provide one training session per region (and one for NHQ). The training for Quebec Region will be in French and the other training sessions will be in English. The estimated duration of each session is 3 hours. Ensure that help desk is available and operational for Users in both French and English. Contractor must also provide a “Help” link to website and ensure the help desk and web help are operational and available in both in both French and English. Provide training documentation (bilingual soft copy) for Users during the training. The documentation may be kept by the participants.

- d. The content of the Work Order Module for Users training class shall be as noted in Section 2.2 Training Topics above, and must be focused on the requesting, inputting and closing of work orders and running of reports.

2.3.2 Work Order Module Training (“Train the Trainer”)

- a. Prepare a Training Plan for “Train the Trainer” for the Work Order Module. Revise as needed after consultation with Technical Authority (TA). The training must include a component for assessment of the training by the Trainers being trained. The training must include revised/updated training annually (or concurrent with new features and release changes, whichever is more frequent). Prepare training material and deliver training in accordance with the approved Training Plan.
- b. Prior to finalizing the “Train the Trainer” training for the Work Order Module, the Contractor / course planner must discuss with CSC staff and obtain agreement on training content, duration and approach.
- c. “Train the Trainer” Training for Work Order Module: Provide one training session to Quebec Region in French and one training session to the other Regions in English. The estimated duration of each session is 4 hours. Ensure that Help desk is available and operational for Users and Trainers in both French and English. Contractor must also provide a “Help” link to website and ensure the Help desk and web Help are operational and available in both in both French and English. Provide training documentation (bilingual soft copy) for use during the training. The documentation may be kept by the participants.
- d. The “Train the Trainer” training for Work Order Module shall be as noted in Section 2.2 Training Topics above and will also include an explanation of the system, responding to a work order request, assigning resources, work loading and planning, running reports, etc. The training will include instruction in how to train others in the system, and shall include simple troubleshooting, answers to frequently-asked questions, and an in-depth look at all features of the system which may be of interest to CSC.

2.3.3 Preventive Maintenance Module training (for Users)

- a. Prepare a Training Plan for the User training for Preventive Maintenance Module. Revise as needed after consultation with Technical Authority (TA). The training must include a component for assessment of the training by Users. The training must include revised/updated training annually (or concurrent with new features and release changes, whichever is more frequent). Prepare training material and deliver training in accordance with the approved Training Plan.
- b. Prior to finalizing the User Preventive Maintenance training, the Contractor / course planner must discuss with CSC staff and obtain agreement on training content, duration and approach.
- c. Training for Users for Preventive Maintenance Module: Provide one training session per region (and NHQ). The training for Quebec Region will be in French and the other training sessions will be in English. The estimated duration of each session is 3 hours. Ensure that Help desk is available and operational for Users in both French and English. Contractor must also provide a “Help” link to website and ensure the help desk and web help are operational and available in both in both French and English. Provide training documentation (bilingual soft copy) for Users during the training.

- d. The content of the Preventive Maintenance Module for Users training class shall be as noted in Section 2.2 Training Topics above.
- e. The User Preventive Maintenance Module training session shall also provide a refresher and follow-up to review information pertaining to any issues/questions or problems the Users have encountered since the Work Order Module was commissioned.

2.3.4 Preventive Maintenance Module training (“Train the Trainer”)

- a. Prepare a Training Plan for “Train the Trainer” for Preventive Maintenance Module. Revise as needed after consultation with Technical Authority (TA). The training must include a component for assessment of the training by the Trainers being trained. The training must include revised/updated training annually (or concurrent with new features and release changes, whichever is more frequent). Prepare training material and deliver training in accordance with the approved Training Plan.
- b. Prior to finalizing the “Train the Trainer” training, the Contractor / course planner must discuss with CSC staff and obtain agreement on training content, duration and approach.
- c. “Train the Trainer” Training for Preventive Maintenance Module: Provide one training session to Quebec Region in French and one training session to the other Regions in English. The estimated duration of each session is 8 hours. Ensure that help desk is available and operational for Users and Trainers in both French and English. Contractor must also provide a “Help” link to website and ensure the help desk and web help are operational and available in both in both French and English. Provide training documentation (bilingual soft copy) for use during the training. The documentation may be kept by the participants.
- d. The “Train the Trainer” training for Preventive Maintenance Module will be as noted in Section 2.2 Training Topics above, and will also include an explanation of the system, responding to a work order request, assigning resources, work loading and planning, running reports, setting up preventive maintenance work orders, including code-mandated requirements, etc. The training will include instruction in how to train others in the system, and shall include simple troubleshooting, answers to frequently-asked questions, and an in-depth look at all features of the system which may be of interest to CSC.
- e. The “Train the Trainer” Preventive Maintenance Module training session shall also provide a refresher and follow-up to review information pertaining to any issues/questions or problems the Trainers have encountered since the Work Order Module was commissioned.

Section 3. Project Management

3.1 Project Governance

The Contractor must designate a single person as the Contractor Project Manager (CPM). The CPM must act as the focal point for all Contractor issues regarding delivery of service as well as providing a single point of contact for any items requiring contact with the TA with regard to the Software Solution, change management, timeline management, and other delivery issues.

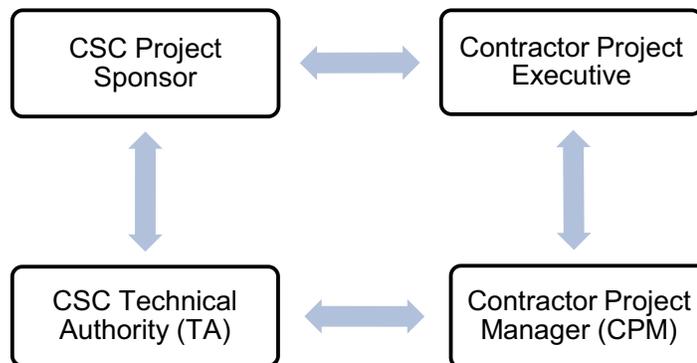
The Contractor Project Executive is a senior manager who is responsible for project governance for the Contractor.

The CSC Project Sponsor is a CSC senior manager, responsible for project governance for CSC, who supports the project and its allocation of resources.

The CPM must be the sole resource permitted to communicate with CSC unless express permission is provided by the TA. Members of a Contractor management team must direct all communications with CSC through the CPM responsible for the interactions on a day-to-day basis with CSC to the TA.

If the TA is unable to communicate effectively with the CPM or finds that resource is unable or unwilling to provide a satisfactory level of service, the CSC Project Sponsor will inform the Contractor Project Executive of the impasse. The Contractor must then replace the CPM within 60 days of CSC's notification.

Should the need arise to escalate project issues beyond the levels of the CPM and the TA, the personnel of both the Contractor and CSC responsible for ultimate project governance will become involved. Escalation of an issue will only occur internally in either organization. The project governance level (i.e., CSC Project Sponsor and Contractor Project Executive) of one group is not



to be contacted by the project management personnel (i.e., TA and CPM) of the other.

3.2 Project Initiation

Within 30 days following contract award, the TA and the CPM will meet to define the activities comprising the project initiation. At this time, the TA and the CPM will assign resources and set

objectives and schedules for the project. The project initiation phase must be completed no later than 175 days from award,

The objective of the project initiation exercise is to set the standards, timing, and deliverables that will govern the project throughout its life.

3.3 Project Plan Review

The Contractor will deliver its proposed project plan to the TA at the project plan review meeting.

The TA and the Contractor will review the proposed project plan and identify any changes that will need to be made. The Contractor will make the appropriate changes and resubmit the documents to the TA for approval.

3.4 Project Meetings and Teleconferences

Contractor must attend the kick-off meeting in person at CSC Headquarters, 99 Bank St, Ottawa, as noted in Section 6 Meeting Requirements. (If Contractors are located outside the National Capital Region and must travel to Ottawa, travel and living costs for this meeting must be allowed for in their proposal).

Contractors must participate in the quarterly project review meetings either in person or by teleconference, and must participate in the monthly teleconferences. Telephone number for teleconferences is: 613-960-7510, and conference ID: 3573968. Meetings will end once CSC has accepted the project.

3.5 Milestone Acceptance

Upon reaching Milestones 1 and 2 (including testing activities), CSC will review the results and accompanying documentation to ensure that all Deliverables have been met and that all issues identified by the TA have been addressed. If those conditions have been met, CSC will grant milestone acceptance for the relevant milestone. (If the conditions have not been met the Contractor will have 10 days in which to meet the conditions.)

3.6 Final Acceptance of Project

The final acceptance and closing of the project phases will be completed once the Contractor has provided his report and once the installation of the Software Solution's Preventive Maintenance Module has been installed in 100% of all institutions identified by CSC. This includes the completion of all testing, training, Pilots and have addressed all identified issued by the TA. It also includes that all deliverables, defined in this SOR, have been delivered by the Contractor to CSC.

3.7 Ongoing Support Phase

The Contractor will continue to provide support until the end of the contract.

Section 4. Project Milestones

Milestone	
Milestone ID	Description

1-Implementation (Project phase 1)	Completion of Work Order Module Implementation
2-Implementation (Project phase 2)	Preventive Maintenance planning and completion of Pilot project
3-Implementation (Project phase 3 and project closeout)	Completion of Preventive Maintenance Module implementation in 5 Regions /final acceptance/project closeout
4-Ongoing Support	Ongoing support phase until end of contract

Section 5. Deliverables

The following deliverables must be provided by the Contractor during the life of the contract:

No.	Deliverable	Description
D-1	Draft project plan	Detailed project delivery plan for review by the TA. The plan must include a project schedule
D-2	Meeting notes	Provide meeting notes (with 1 week of meeting) after each meeting for TA Approval
D-3	Revised project plan	The Technical Authority will provide the Contractor feedback on the proposed project plan to the Contractor in writing, setting out the changes that must be made to the proposed project plan. The Contractor will within one week of receipt of Technical Authority feedback, provide a revised project plan to the Technical Authority for approval. The project plan must include plans for each implementation phase
D-4	List of information required from CSC	Prepare a comprehensive list of all documentation and information required by the Contractor in order to provide and enable the Software Solution, including required delivery dates

D-5	Draft of report template and final report template	<p>Provide draft template. Revise as needed after consultation with TA</p> <p>The Contractor must provide reports on a quarterly basis [every 3 months]. The reports must have information on the following service elements:</p> <ul style="list-style-type: none"> (a) Service availability statistics shown as a percentage (%) of availability and specific periods of downtime (dates/hours) (b) Support calls – calls received, issues resolved, issues outstanding, estimated time to resolve (for outstanding issues) (c) User data – number of registered Users, number of Users added and deleted during the quarter; and the changes or upgrades of the Software Solution in the quarter (if applicable)
D-6	Project status updates	Provide monthly project status updates in a mutually agreeable format at monthly teleconference meetings
D-7	Meeting reports from quarterly in-person meetings	Provide meeting report including decisions reached and items discussed within one week of project meeting
D-8	Draft test and acceptance plan and final test and acceptance plan	In conjunction with the Technical Authority or the Project Authority's representatives, prepare a test and acceptance plan for each module. Revise as needed after consultation with TA.
D-9	Draft change management plan and final change management plan	<p>Prepare a change management plan</p> <p>The change management plan must, as a minimum, include:</p> <p>Details of the process for dealing with new requirements identified by CSC</p> <p>Details of the process for communication of new features being introduced to the Software Solution</p> <p>Details of the process for implementing new features into the Software Solution</p> <p>All change requests to the Software Solution must be approved by CSC. The Contractor must only implement CSC change requests from the identified Technical Authority</p>
D-10	Draft support plan and final support plan	Prepare a support plan including support and Help desk service support for all phases. Support plan must, as a minimum, include: support for the Software Solution and support for any upgrades to the Software Solution's software version

D-11	Draft implementation plan and final implementation plan	<p>Prepare an implementation plan</p> <p>The implementation plan must, as a minimum, include:</p> <p>final test & acceptance of Work Order Module</p> <p>roll-out/ initial support/training</p> <p>Final test & acceptance of Preventive Maintenance Module</p> <p>roll-out/initial support/training</p>
D-12	Draft information management plan and final information management plan	<p>Prepare an information management plan</p> <p>The information management plan must, as a minimum, include:</p> <p>documentation clearly outlining the following processes step-by-step: data retention and plans for migration of the existing Software Solution's database information into another system</p>
D-13	Draft training plans and final training plans	<p>Prepare training plans for the Work Order Module: for Users, and for "Train the Trainer". Prepare training plans for the Preventive Maintenance Module: for Users, and for "Train the Trainer"</p>
D-14	Provision of fully-operational Work Order Module of Software Solution	
D-15	Provision of training for Work Order Module	
D-16	Provision of test results from test and acceptance plan, and receipt of acceptance for Work Order Module	<p>Completion of Work Order Module implementation (Milestone 1)</p>
D-17	Provide support for implementation of the Preventive Maintenance Module in CSC sites across Canada	<p>Ongoing through project</p>

D-18	Provision of fully- operational Preventive Maintenance work frame of the Software Solution which includes: list of mandatory and recommended maintenance task, equipment ID scheme, report templates and training plan, etc. Inventory control function and capability is to be included.	
D-19	Provision of data collection tool and data entry guide for CSC to use to populate and implement the Software Solution's Preventive Maintenance Module across all sites	
D-20	Populate the Software Solution with Pilot site data	
D-21	Provision of training for the Preventive Maintenance Module	
D-22	Provision of test results from test and acceptance plan, and receipt of acceptance for Preventive Maintenance Module	
D-23	For the Pilot project, provide handover report including lessons learned and issue log	Completion of Preventive Maintenance implementation Module (Milestone 2)
D-24	On-going training and support as information is added into the Software Solution by CSC	Provide support for duration of contract
D-25	For the implementation of Preventive Maintenance system, provide handover report including lessons learned and issue log	Completion of Preventive Maintenance implementation in 5 Regions
D-26	End-of-implementation Report	Completion of Project (Milestone 3)
D-27	Service interruption investigations	To investigate any service disruptions longer than allowed in contract

D-28	End-of-contract Report including summary of all work, system functions, and training programs.	Quality assurance and end-of-contract documentation (Milestone 4)
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Section 6. Meeting Requirements

Project meetings will include an in-person kick-off meeting, and teleconference meetings during all project phases.

Contractor must attend the kick-off meeting in person at CSC Headquarters at 99 Bank Street in Ottawa. The Contractor may attend the quarterly project meetings by teleconference if it is impractical for the Contractor to attend in person.

Kick-off Meeting: Organize, conduct and attend in person a kick-off meeting to review the project and determine if any other information is required before the project delivery plan can be prepared. The kick-off meeting agenda will be defined by the Technical Authority and provided to the Contractor 2 business days prior to the meeting. After this meeting the Contractor will prepare a detailed project delivery plan for review by the TA. The plan must include a project schedule.

- a. Monthly teleconferences with the TA throughout all phases of the project (including ongoing support phase)
- b. Quarterly meetings (or teleconferences) throughout the first 3 phases of the project. Provide meeting report including decisions reached and items discussed within 1 week of project meeting.
- c. End of implementation meeting at end of Project Phase 3: Provide report including summary of all work, system functions, and training programs.
- d. Acceptance meeting.

For each meeting the Contractor must provide meeting report within 1 week of meeting

If additional in-person meetings or videoconferences are deemed to be necessary they must be agreed upon by both Contractor and CSC.

Section 7. Technical Environment

- The desktop includes Windows 7 Enterprise SP1, Internet Explorer 9 or Internet Explorer 11 and either Microsoft Office 2002 or Microsoft Office 2007 SP2.
- The Software Solution must be accessible using both low-bandwidth and high-bandwidth systems (where high bandwidth is defined as 5Mb/s or higher for download and 1 Mb/s or higher for upload).
- Printers with which the CSC will interact can include both standalone and networked and will be Windows-based.

Section 8. Location of Work

CSC will identify the Pilot site location. Contractor will be at site.

Any required face-to-face interactions with the CSC TA, determined entirely at the discretion of the TA, must take place at CSC National Headquarters (NHQ) in the National Capital Region. Where feasible, communications between the TA and the Contractor's representative will take place by telephone, email, or teleconference. The Contractor is expected to be available for such interactions with notice of 2 business days. Development work not requiring interaction with or first-hand input from CSC will take place at the Contractor's site.

Section 9. Constraints

The following constraints must be taken into account in the performance of the Work as described in this document:

9.1 Language Requirements

CSC is under the obligation to respect the Official Languages Act. It is, therefore, imperative that the Contractor ensures that all work Deliverables must be completed in both English and French.

- a. Any documentation or communication for external audiences (i.e. web interfaces, training materials, help desk, etc.) must be provided in both official languages, if requested.
- b. Verbal communications with all CSC sites and personnel in a given Region are available in the preferred Official Language as indicated by that Region's Language Profile.
- c. Written communications with all CSC sites and personnel in a given Region are available in the preferred Official Language as indicated by that Region's Language Profile.

The **Language Profile** of any CSC Region in Canada indicates the Official Language or Languages used for the operation and service delivery of all Institutions and personnel. The Language Profiles for CSC Regions are as follows:

Region	Official Language(s)
Atlantic	English for all institutions not in the Province of New Brunswick English and French for institutions in the Province of New Brunswick
Quebec	French for all institutions
Ontario	English for all institutions
Prairie	English for all institutions
Pacific	English for all institutions

CSC requests that all meetings, telephone or teleconference discussions, email correspondence, and other communications with the TA be conducted in English.

CSC requests that documentation provided by the Contractor for the Technical Authority and project team be in English.

9.2 Documentation Requirements

The Contractor must provide documentation (i.e., all proposals, reports, plans, spreadsheets, and general communication documentation between the Contractor and the TA) in *Microsoft Office Suite format* (e.g., *.docx, pptx, xlsx, etc.).

Section 10. National Database Requirements

The Contractor must provide a National Database for the Software Solution such that:

- a. It will contain all of the equipment, asset and maintenance information for each CSC site.
- b. The National Database, with all of its required data storage and management hardware and software, must be physically located within Canada.
- c. Through the National Database, Users must be able to search for and retrieve any data on a timely basis. The Software Solution must be able to retain all the information contained in the Software Solution National Database for the length of the contract. The inactive files that have been closed and the work order detail records that are older than 12 months must be archived for the life of the equipment to which it pertains. This information must be made available to CSC upon request, within 24 hours of that request.
- d. All data resident within the database is the property of CSC. At any time, within 24 hours of a request, the entirety of the data housed within the Software Solution must be made available to CSC as a complete and comprehensive “data dump” comprised of all data as well as the required table structures and data dictionary, ensuring that all meaning, relationships to other data, origin, usage, and format is preserved for CSC’s use outside of the Software Solution’s functionality.

- e. At contract close, (as the last institution goes off-line following the completion of the transition of all Institutions), the Contractor must initiate a “data dump”. This action must be performed by the Contractor to ensure that a record of the most current database is provided to CSC.

Section 11. Evaluation Criteria

Evaluation Criteria are found in Appendix D, Evaluation Criteria. All Evaluation Criteria are mandatory.

APPENDIX A – List of CSC Institutions and Number of Buildings

Region	Institution (Cluster)	# of Bldgs	Facilities Included under “Institution”
(100) NHQ	NATIONAL HEADQUARTERS	n/a*	
	National Headquarters	n/a	
(200) ATL	ATLANTIC REGION	281	
	Atlantic	62	
	Carlton CCC	2	
	Dorchester - Shepody	107	Dorchester Penitentiary - Med
			Dorchester Penitentiary - Min
			Shepody Healing Centre
	Nova	24	
	Parrrtown CCC	2	
	Atlantic Regional Headquarters	n/a	
	Springhill	83	
	St. John's CCC	1	
(300) QUE	QUEBEC REGION	445	
	Archambault - RMHC - RRC	129	Archambault Institution - Med
			Archambault Institution - Min
			Regional Mental Health Centre
			Regional Reception Centre
	Cowansville	49	
	Donnacona	18	
	Drummond	20	
	Laval Complex/Montée Saint-Francois	122	
			Quebec Staff College
	Hochelaga CCC	1	
	Joliette	15	
	La Macaza	70	
	Laferriere CCC	1	
	Marcel Caron CCC	1	
	Martineau CCC	1	
	Ogilvy CCC	1	
	Port Cartier	16	

	Quebec Regional Headquarters	n/a	
	Sherbrooke CCC	1	
(400) ONT	ONTARIO REGION	440	
	Beaver Creek	58	Beaver Creek Institution - Med
			Beaver Creek Institution - Min
	Collins Bay - Henry Traill CCC	66	Collins Bay Institution - Med-Max
			Collins Bay Institution - Min
			Henry Traill CCC
			Portsmouth CCC
	Grand Valley	30	
	Joyceville	81	Joyceville Institution - Med
			Joyceville Institution - Min
	Millhaven - Bath - RTC	95	Bath Institution
			Millhaven Institution
			Regional Treatment Centre
	ONT Regional Headquarters/ Staff College/Kingston	60	ONT RHQ - 440-462 King Street W
			ONT RHQ - 508 Portsmouth Ave
			ONT RHQ - 525 King Street W
			ONT RHQ - CSC Museum
			ONT RHQ - Main Campus
			Kingston Penitentiary
			Ontario Staff College
	Warkworth	50	
(500) PRA	PRAIRIES REGION	537	
	Bowden	87	Bowden Institution - Med
			Bowden Institution - Min
	Drumheller	70	Drumheller Institution - Med
			Drumheller Institution - Min

	Edmonton	34	
	EIFW	20	
	Grande Cache	32	
	Grierson	4	
	Okimaw Ohci	23	
	Osborne CCC	1	
	Oskana CCC	1	Oskana CCC
			Oskana CCC (Old)
	Pe Sakastew Centre	20	
	Prairies Regional HQ	n/a	
	Regional Psychiatric Centre	15	
	Regional Staff College	n/a	
	Sask Pen	101	Sask Penitentiary - Med - Max
			Saskatchewan Penitentiary - Min
	Stony Mountain	106	Stony Mountain Institution - Med
			Stony Mountain Institution - Min
	Willow Cree	23	
(800) PAC	PACIFIC REGION	417	
	Chilliwack CCC	5	
	FVI - Matsqui - PAC - RSD	107	Fraser Valley Institution
			Matsqui Institution
			Pacific Institution
			Regional Treatment Centre
			Regional Supply Depot
	Kent - Mountain	93	Kent Institution
			Mountain Institution
	Kwikwexwelhp	33	
	Mission	91	Mission Institution - Med
			Mission Institution - Min
	Regional HQ	n/a	
	William Head	88	
	Total	2,121	

*n/a denotes building not owned by CSC

Appendix B Approximate Floor Areas of Space Types in CSC Facilities

Space	Area (sq. m)
Administration Space (Various types)	258,241
Living Areas-CCC's	21,115
Living Areas-Free Egress (Minimum)	92,154
Living Areas-General	6,089
Living Areas-Houses	5,6418
Living Areas-Impeded Egress (Medium and Maximum)	375,096
Aboriginal	5,561
Chapel	5,410
Farm Buildings	51,954
Program Space- General	112,352
Greenhouses	2,430
Program Spaces- Industry	140,922
Private Visits (Houses)	14,391
Recreation (Indoor)	4,4131
Visit Areas (Common)	10,081
General Service Space	127,271
Kitchen	46,568
Maintenance	26,022
Medical Services	31,631
Storage	46,569
TOTAL	1,474,415

Appendix C Definitions

Activity codes – Internal CSC numerical codes for various maintenance activities

Bilingual – English and French

Business Window – Monday – Friday 5:00 a.m. – 8:00 p.m. Eastern Standard Time (EST)

CCC – Community correctional centre

Contractor Project Manager (CPM) – A senior manager who is responsible for project governance for the Contractor.

Correctional Service Canada (CSC) – An agency of the department of Public Safety within the Federal Government of Canada requiring the Software Solution

Deliverables – Goods or services that will be provided as a result of the project

Facilities – Institutions and community correctional centres under the responsibility of CSC

Graphical User Interface (GUI) – Computer display screen

Hosted Technical Services & Facilities Maintenance Management Software Software Solution (HTSFMMSS) – A cloud-based computer database of information about CSC's maintenance operations

HTTPS – Hypertext Transfer Protocol over Transport Layer Security

Key Performance Indicator (KPI) – A measurable value that demonstrates how effectively a the system is operating to achieve business objectives; for example, hours per week of work completed

Language Profile – Indicates the Official Language or Languages used for operation and service delivery at a particular location

Library (of Software Solution) – The equipment and system information stored in the Software Solution's system

Maintenance Management (MM) – The planning, completion of and documentation of the technical tasks that ensure the optimum condition and operation of a building, system or piece of equipment

National Capital Region (NCR) – Area comprised of Ottawa, Ontario and Gatineau, Quebec

National Database (of Software Solution): User information, equipment, asset and maintenance information for each CSC site

Peak Times – Monday to Friday, 10:00 a.m. to 3:00 p.m.

Pilot site – Site at which full implementation of the Preventive Maintenance Module will be made by the Contractor, including all equipment data finding and inputting into the Software Solution

Preventive Maintenance (PM) – Systematic inspection, detection, correction, and prevention of incipient failures, before they become actual or major failures

Project Plan – A document designed to guide control and execution of a project

Public Works and Government Services of Canada (PWGSC) – A department within the Federal Government of Canada with contracting authority

Recovery Time Objectives (RTO) – Maximum time to bring the Software Solution back to operational status from the time it goes down

Recovery Point Objective (RPO) – Maximum period from which data might be lost from the Software Solution

Requestor – Requestors of the services may be any employee, agent or contractor of the Client and can request work in the Software Solution via desktop portal.

System Administrator – A CSC employee who is to administer access control of the Software Solution. A User who has the ability to create, delete and manage the Users, specify permissions for Users, and specify that particular Users be User Administrators

Region – One of five CSC administrative areas across Canada

Technical Authority – CSC-appointed employee designated as the representative to whom the Contractor reports to in the management of the operations of the Software Solution.

“Train the Trainer” – Training for selected Users (Trainers) so that they can train new or existing staff

User – An individual authorized by the Client to use the Licensed Software as a Service supplied under the Contract and includes any employee, agent or contractor authorized to use the Licensed Software as a Service. (This does not include Requestors of the services, who may be any employee, agent or contractor of the Client and can request work in the Software Solution via desktop portal.)

Work Order – Maintenance or repair request made using the Software Solution

Appendix D

EVALUATION CRITERIA

Part 1 Proponent Experience

1.1 Experience Requirements

<p>E-01</p>	<p>The Contractor must have a minimum of 5 years experience in hosting a web-based maintenance management system for public or private organizations, including at least 500 buildings of different usages located over a widespread area</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none">1. Name of the client and contact information;2. The total number of years of experience performing the above mentioned;3. The start and end dates of the assignment(s);4. Details about the work performed by the proposed resource on the assignment(s) including deliverables;5. A professional reference that can attest the proposed resource's experience. <p>The proposed resource's experience must have been acquired in the past 15 years prior to date of bid closing.</p>
<p>E-02</p>	<p>The Bidder must have completed 2 projects in which they implemented a web-based maintenance management system involving at least 500 buildings of different usages located over a widespread area</p> <p>Bidders must provide the following details as to how the stated experience was obtained:</p> <ol style="list-style-type: none">1. Name of the client organization(s) and contact information;2. Start and end dates of the projects;3. Nature and scope of the services provided;4. A professional reference that can attest the Bidder's experience. <p>The projects must have been started in the 10 years prior to date of bid closing.</p>

Part 2 Technical Specifications

2.1 System Functional Requirements

<p>F-01</p>	<p>The Contractor must enable, deliver and support the functionality to provide an external hosting for the Software Solution and must provide the hardware, technical and managerial services required to store, manage, and maintain all of the Software Solution data</p>
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F-02	The Contractor must enable, deliver and support a Software Solution that includes the provision of connectivity and all related services necessary to serve, secure, and access the Software Solution's data for modification, review and reporting purposes
F-03	The Contractor must enable, deliver and support the functionality to provide, operate and maintain all equipment and software that are necessary to enable the Contractor to host the Software Solution and make it available for access by all Requestors and Users
F-04	The Software Solution must enable, deliver and support the functionality to be hosted on a secure internet site, Hypertext Transfer Protocol over Transport Layer Security (HTTPS) and be accessible by any User across Canada
F-05	The Software Solution must be a web-based / browser-based system to operate on standard CSC desktop as noted in the Technical Environment Section
F-06	The Software Solution Graphical User Interface (GUI) must enable, deliver and support the functionality to be available in English and French either as separate versions or as a bilingual version
F-07	The Software Solution must enable, deliver and support the Software Solution's operation with all functionality for up to a total of 50 Users simultaneously, and must provide concurrency control so that only a single User can modify specific content at any one time in order to prevent data loss through system or operational conflict
F-08	The Software Solution must enable, deliver and support the functionality to allow more Users to be added at any point and time during the contract without affecting the delivery of the Software Solution.

2.2 Requestor and User Requirements

U-01	The Software Solution must enable, deliver and support the functionality to address Work Order type and allow the Preventive Maintenance task generation on fixed or floating schedule.
U-02	The Software Solution must enable, deliver and support the functionality to allow all information stored in the Software Solution Library (including but not limited to: asset name, type, attributes, equipment name, types and attributes, tasks, work orders and Preventive Maintenance orders, priorities, status, individual tradesperson name and classification, business rules, dates, history, etc.) to be searchable and be able to be sorted, filtered, and reported upon by Users
U-03	The Software Solution must enable, deliver and support the functionality for the Software Solution to recognize a Requestor's or User's email address.
U-04	The Software Solution must enable, deliver and support the functionality to allow Requestors to make a Work Order through the desktop portal and to use customizable drop-down menus to select location (building, building number, floor, room number, etc) , equipment, and type of desired work
U-05	The Software Solution must enable, deliver and support the functionality to allow Users to have individual log-ins to access the Software Solution
U-06	The Software Solution must enable, deliver and support the functionality to allow for different levels of Users with defined privileges (i.e., granting or denying levels of access)

U-07	The Software Solution must enable, deliver and support the functionality for Users to print work orders, Preventive Maintenance orders, work schedules, images and reports on Windows-based printers
U-8	The Software Solution must enable, deliver and support the functionality to uniquely identify Work Order type (i.e., scheduled or unscheduled Preventive Maintenance)
U-9	The Software Solution must enable, deliver and support the functionality to provide Users the ability to import data, input text, and attach documents (Microsoft Word, Microsoft Excel, or PDF), equipment or system drawings (PDF) and images (bitmap or jpeg). A maximum size for input files per asset or piece of equipment must be specified. Note: building design drawings will not be input into the Software Solution
U-10	The Software Solution must enable, deliver and support the functionality to provide Users the ability to create PDF and Word documents, and export data to other applications (as a minimum, Microsoft Excel and Microsoft Word)
U-11	The Software Solution must enable, deliver and support the functionality for Users and resources to communicate and coordinate using automatically-generated email following CSC defined rules-based processes
U-12	The Software Solution must enable, deliver and support the functionality to configure the GUI for each group of Users or Requestors to show only what they need to see
U-13	The Contractor must make Help desk and support services available to Users for the term of the contract. These services must include the provision of all new versions and releases of the Software Solution

2.3 Security Requirements

S-01	The Contractor must use Transport Layer Security (TLS) 1.1 or later to ensure communication over the internet between Users and the Software Solution
S-02	The User defined as System Administrator must be able to manage User registration and provide authentication and authorization (User-ID and password) for other Users
S-03	Users must be able to select their own passwords, after initially being assigned one at the time of account creation
S-04	The Contractor must provide the System Administrator with technical support (consisting of email and telephone response, within 1 hour during normal business hours) in managing the administration of User registration, authentication, access control, and account termination. Only Users must be allowed access to the features of the Software Solution other than the Work Order feature.
S-05	Contractor must provide the System Administrator the ability to support CSC's information disposition process by enabling them to permanently delete data/information as it reaches the end of the CSC retention period
S-06	The Software Solution must provide an online login process to authenticate the person attempting to sign in as a User, and successful/unsuccessful login attempts must be recorded in the audit log.

S-07	The Software Solution must be able to store unique User attribute data, including name, job classification and level, trade, and institution
S-08	<p><i>Passwords required to access the Software Solution must meet the following password complexity requirements:</i></p> <ol style="list-style-type: none"> <i>1. A password must contain a minimum of eight characters</i> <i>2. A minimum of one numeric or special character (ex. #@\$~) is required, along with at least one character in both upper and lower case</i> <i>3. The number of failed attempts will be limited to five. In other words, should a password be entered incorrectly six times in a row, the User will need to contact the System Administrator to regain access to the network</i> <i>4. Passwords will expire after a maximum of 90 days</i> <i>5. A User's six previous passwords will not be available for reuse</i> <i>6. The newly created password cannot be changed more than once within a 24-hour period</i> <i>7. If locked out, the only way to resolve the issue is by contacting the System Administrator</i> <i>8. The auto-complete function which allows automatic storage and caching of passwords by the application must not be activated.</i> <p><i>The Software Solution should meet the following password handling requirements:</i></p> <ol style="list-style-type: none"> <i>1. The number of failed attempts will be limited to five. In other words, should a password be entered incorrectly six times in a row, the User will need to contact the system administrator to regain access to the network</i> <i>2. Passwords will expire after a maximum of 90 days</i> <i>3. A User's six previous passwords will not be available for reuse</i> <i>4. The newly created password cannot be changed more than once within a 24-hour period</i> <i>5. If locked out, the only way to resolve the issue is by the User contacting the System Administrator</i> <i>6. The auto-complete function which allows automatic storage and caching of passwords by the application is not activated.</i>
S-09	<p>Audit log Content - The Software Solution must allow for the delivery of a secure audit log in real time that records each of the following items for every system transaction:</p> <ul style="list-style-type: none"> - the User ID of the accessing User;

	<ul style="list-style-type: none"> - the User's workstation IP address; - the function performed by the accessing User - the previous and new values for the affected field; and - a time stamp (date and time of the event).
S-10	Audit log protection - The Software Solution must deliver audit logging that does not allow any modification or deletion of audit logs by any User.
S-11	Logon banner - The Software Solution must allow an authorized User (System Administrator) to configure a custom bilingual logon warning banner that Users will see before they attempt to login.
S-12	Database Safeguards - The Software Solution must perform field as well as record locking for the purpose of data protection and integrity when multiple users are accessing the same record.
S-13	Intrusion detection – The Software Solution must be protected by devices that are effectively configured to detect and respond to malicious intrusion attempts.
S-14	The Contractor must either deliver to the contract authority an electronic copy of a current vulnerability assessment of their hosted Software Solution for CMMS on a semi-annual basis, or else facilitate Canada's conduct of a vulnerability assessment of the public-facing portion of the hosted Software Solution for CMMS.

2.4 Maintenance Management Requirements

MM-01	Business rules	The Software Solution must enable, deliver and support the functionality to indicate User-defined Activity code and line object for tasks, travel, materials, etc., involved in work orders and Preventive Maintenance work orders
MM-02		The Software Solution must enable, deliver and support the functionality to allow priorities to be assigned to work orders and Preventive Maintenance tasks
MM-03		The Software Solution must enable, deliver and support the functionality for Users to add free text (5,000 characters maximum) comments to against specific assets or types
MM-04		The Software Solution must enable, deliver and support the functionality to allow the assigning of a defined priority to a particular work order or Preventive Maintenance order; for example, a type of work order that might normally be a "3" could be assigned a "1". (Only certain User groups would be able to make this change)
MM-05		The Software Solution must enable, deliver and support the functionality to indicate the status of a work order as it proceeds through its life cycle

MM-06		The Software Solution must enable, deliver and support the functionality to automatically schedule staff by priority and available hours as per calendar day, or by other User-defined criteria
MM-07		The Software Solution must enable, deliver and support the functionality of a Mobile App
MM-08		The Software Solution must be able to send Work Orders to resources (trades) via email
MM-09	Inventory functions	The Software Solution must enable, deliver and support the functionality to maintain, track and report on: an inventory of buildings, building fixed equipment, tradespersons, materials, spare parts, and tools
MM-10	Identification	The Software Solution must enable, deliver and support the functionality to identify assets and sub-components of assets in a hierarchical structure to at least six (6) levels of hierarchy
MM-11		The Software Solution must enable, deliver and support the functionality to allow identification of buildings by Region, institution, type (e.g., office), local building number and real property (RP) building number
MM-12		The Software Solution must enable, deliver and support the functionality to identify individual systems and components in a building; such as fire alarm system, fire pump, etc.
MM-13		The Software Solution must enable, deliver and support the functionality to be able to store up to 25 attributes per piece of equipment. (All 25 may not be needed for each type of equipment.)
MM-14	Work Orders	The Software Solution must enable, deliver and support the functionality to auto-generate work order numbers
MM-15		The Software Solution must enable, deliver and support the functionality to be able to populate asset and equipment attributes on a work order
MM-16		The Software Solution must enable, deliver and support the functionality to include in work order information (at a minimum): assigned activity (type of work required), assigned fault type (the reason the work is required), assigned resources, request status, and materials required
MM-17		The Software Solution must enable, deliver and support the functionality to maintain standard CSC Activity codes and descriptions and assign predefined activities to work orders
MM-18		The Software Solution must enable, deliver and support the

		functionality to generate work orders including up to 10 tasks
MM-19		The Software Solution must enable, deliver and support the functionality to assign up to a total of 10 Users and/or resources to one work order
MM-20		The Software Solution must enable, deliver and support the functionality to distribute work orders by print and email options in PDF format
MM-21		The Software Solution must enable, deliver and support the functionality to allow Users to add free text (5,000 characters maximum) in the work order
MM-22		The Software Solution must enable, deliver and support the functionality for Users to edit information recorded against work orders regardless of assigned status
MM-23		The Software Solution must enable, deliver and support the functionality for Users to record, track and report on dates and time associated with work orders (originated date, due date, completion date, time to complete work order)
MM-24		The Software Solution must enable, deliver and support the functionality to allow outside support to be identified; for example, if an outside contractor is used for work
MM-25		The Software Solution must enable, deliver and support the functionality to close work orders from the Graphical User Interface (GUI) display
MM-26		The Software Solution must enable, deliver and support the functionality to automatically send Work Order updates to the Requestor and User via email
MM-27	Preventive Maintenance	The Software Solution must enable, deliver and support the functionality to automatically schedule Preventive Maintenance (fixed or floating schedule) by creating inspection or service requests, based on User-defined criteria
MM-28		The Software Solution must enable, deliver and support the functionality for Users to add free text (5,000 characters maximum) comments pertaining to the Preventive Maintenance task
MM-29		The Software Solution must enable, deliver and support the functionality for certain Users to assign Preventive Maintenance activities using work orders
MM-30		The Software Solution must enable, deliver and support the functionality for certain Users to over-ride or re-schedule Preventive Maintenance activities

MM-31		The Software Solution must enable, deliver and support the functionality to generate notification and alerts to remind Users of upcoming date-sensitive events (e.g., warranty expiration, etc.)
MM-32		The Software Solution must enable, deliver and support the functionality for Users to schedule work, by resources, using interactive calendars
MM-33		The Software Solution must enable, deliver and support the functionality to permit copying of Preventive Maintenance information from one building or equipment to the Preventive Maintenance information of another building or equipment, when generating the Preventive Maintenance tasks for that asset
MM-34		The Software Solution must enable, deliver and support the functionality to select interval criteria for Preventive Maintenance task generation: for example, by date, by number of days since last generated, number of days since last work order generated, etc.
MM-35		The Software Solution must enable, deliver and support the functionality to display work loading and must allow adjusting of schedules of work and resources for even loading
MM-36		The Software Solution must enable, deliver and support the functionality to have a track “meter” to allow Preventive Maintenance scheduling based on data entered
MM-37	User (tradesperson) information	The Software Solution must enable, deliver and support the functionality to maintain an inventory of all tradespersons containing the following information: <ul style="list-style-type: none"> - Location (Institution) - Name - Trade type - Classification and level - E-mail

2.5 Searching and Reporting Requirements

R-01	The Software Solution must enable, deliver and support the functionality to support fiscal year reporting (e.g. April 1 – March 31)
R-02	The Software Solution must enable, deliver and support the functionality to sort, filter, display and report on work orders and Preventive Maintenance work based on User-defined fields (e.g., date, allocated resources, location, equipment, system, etc.)
R-03	The Software Solution must enable, deliver and support the functionality to generate system reports listing work orders and Preventive Maintenance tasks that have not yet

	been initiated
R-04	The Software Solution must enable, deliver and support the functionality to export report data and values
R-05	The Software Solution must enable, deliver and support the functionality to report based on a scheduled date. (i.e.; to run a preventive maintenance report weekly and send it to all designated staff)
R-06	The Software Solution must enable, deliver and support the functionality to make and print a workload hours report based on a predetermined Key Performance Indicator (KPI), of a certain number of hours per week

Part 3 Service Level Specifications

3.1 Service Level Specifications

SL-01	Service Availability - The Software Solution must be able to meet the needs of the Users with 99.9% service availability up time within the defined business window: Monday – Friday 05:00 – 20:00 (5:00 a.m. – 8:00 p.m.) Eastern Standard Time (EST), excluding Government of Canada holidays. Help desk calls from Users must be answered by a live agent within 3 minutes, 95% of the time with a maximum allowable delay of 10 minutes. Email or fax correspondence must be answered within 4 working hours of receipt. Any queries which cannot be answered within these timeframes must be escalated to the Technical Authority and Contractor’s representative
SL-02	Backup and Restore - The Software Solution must be backed up to meet a Recovery Point Objective (RPO) of 24 hours and be able to be restored to meet a Recovery Time Objection (RTO) of 24 hours
SL-03	The Contractor must employ qualified personnel to be able to support Users by: <ul style="list-style-type: none"> (a) Providing information and advice for the Software Solution by telephone or email; (b) Create and transmit messages to all Users and Requestors if requested by the System Administrator; and (c) Resolve technical problems
SL-04	After implementation, any identified deficiencies in the software (i.e. bugs, functionality which ceases to work as intended, security vulnerabilities, etc.) must be resolved and implemented into Software Solution within a mutually agreeable timeframe, no longer than within 90 days of receiving written notification of the deficiency
SL-05	The Contractor must monitor and measure service level performance (compared to the specifications in SL-01 and SL-02 above) and provide monthly reports