



*Subject:* **Request for Proposal RFP # 2016-09**  
**STANDARDIZATION MANAGEMENT SOLUTION (SMS)**

This document represents an invitation to Bidders to submit proposals to the Standards Council of Canada (SCC), for a Standardization Management Solution.

Proposals must be received by SCC no later than **2016-05-04**. It is the Bidder's responsibility to deliver proposals prior to **the time/ date of bid closing**. Proposals received after **15:00** hours will not be accepted; they will be returned to the sender unopened.

**Proposals are to be submitted using the following TWO-ENVELOPE System:**

- **ENVELOPE 1 – Descriptive Proposal**
  - *NOTE: No financial information is to be included in ENVELOPE 1.*
- **ENVELOPE 2 – Financials**

Each envelope containing the Descriptive Proposal and Financials should be appropriately labelled, sealed and packaged to the attention of the SCC Contracting Authority, as follows:

Label the envelope or package clearly with the term "BID/PROPOSAL", together with the title of the work, and the name and mailing address of your firm. All submissions are to be addressed to:

**Standards Council of Canada**  
ATTENTION: Jennifer Fowler, Contracting Authority  
55 Metcalfe Street, Suite 600  
Ottawa, ON K1P 6L5

Bidders are also requested to submit an electronic copy of their proposal and financials to [jfowler@scc.ca](mailto:jfowler@scc.ca) by the time/date of bid closing. *Any proposal submitted solely by email will not be accepted.* In the event of a discrepancy between the electronic copy of the proposal and the hard copy of the proposal, the hard copy shall prevail.

Questions with respect to the meaning or intent of this process, or requests for correction to any apparent ambiguity, inconsistency or error in the documents, **must be submitted in writing** to Jennifer Fowler at [jfowler@scc.ca](mailto:jfowler@scc.ca) and must be received **before 12:00 hours (noon) EDT on 2016-04-27**. All enquiries regarding the technical requirements of the RFP must be submitted per Section 2.3 Enquiries - Bid Solicitation. All answers will be provided in the form of written Addendum to this document and will be posted to all prospective Bidders.

**The SCC is not obliged to accept the lowest bid and/ or any proposal.**

**Checklist of Documents**

- APPENDIX A: Response Forms**
- APPENDIX B: Statement of Requirements**
- APPENDIX C: Financial Templates**
- APPENDIX D: Sample SCC Services Agreement**

**BID SOLICITATION  
FOR A STANDARDIZATION MANAGEMENT SOLUTION (SMS)  
FOR THE STANDARDS COUNCIL OF CANADA (SCC)**

**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

The bid solicitation and resulting contract document is divided into seven parts plus appendices 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Sample SCC Services Agreement: includes the clauses and conditions that will be the starting point to any and all contract negotiations..

The appendices include the Response Forms, Statement of Requirements, the Financial Templates and SCC's sample Services Agreement.

**1.2 Summary**

SCC is pursuing a full IM/IT architectural modernization that will result in the procurement and implementation of a Standardization Management Solution (SMS) which will include the following key functionality:

- Document & Records Management;
- Customer Relationship Management;
- Collaboration;
- Additional functionality as identified in the detailed requirements and
  
- Professional Services' requirements to assist SCC in the implementation of the solution.

The objective of this solicitation is to acquire an integrated software solution, or integrated toolset that will allow the SCC to effectively manage, monitor and control documents and records, work collaboratively on them and to manage the various membership committees that contribute to the work that is done by SCC. This will include the development, review, approval, version control, storage, retrieval, update, indexing, archiving, and disposition of documents. It is highly preferable that the solution fit within SCC's current technology environment to minimize project risk.. It must have the capability to manage contact information and access for a potential of thousands of user accounts and hundreds of committees and their members. It must provide workspace for collaborative work, threaded discussions, active balloting and compilation of votes. The solution must also allow for automated uploads of documents from external sources on a scheduled basis.

### **1.3 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

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

- (a) 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.
- (b) It is requested that proposals submitted in response to this RFP be valid in all aspects, including price, for not less than ninety (90) days from the closing date of this RFP. If the Bidder indicates in its bid that it is valid for less than the required period, the Bidder is solely responsible for extending it before it expires by writing to the Contracting Authority. Otherwise, the bid will expire and the SCC will no longer consider it.
- (c) Joint Venture Bids: Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - the name of each member of the joint venture;
  - the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - the name of the joint venture, if applicable.

If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture

will be jointly and severally or solitarily liable for the performance of any resulting contract.

## **2.2 Submission of Bids**

- (a) Bids must be submitted only to SCC's Contracting Authority 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 the SCC will not be accepted.

## **2.3 Enquiries - Bid Solicitation**

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10) business days** after bid opening. SCC's response to all questions will be posted to Buy and Sell at [www.buyandsell.ca](http://www.buyandsell.ca) no later than **five (5) business days** before bid closing. 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 allow SCC 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 SCC determines that the enquiry is not of a proprietary nature. SCC 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 SCC.
- (c) Bidders should make enquiries as early as possible and should not make assumptions regarding the nature of the requirements of this bid solicitation. Bidders who fail to raise issues and questions they may have during the bidding period do so at their own risk. Bidders who, instead of raising issues during the enquiries period, deviate from the mandatory requirements of this bid solicitation in their bids will be disqualified.
- (d) All Bidders will be informed of the outcome of the bid solicitation following contract signing.

## **2.4 Applicable Laws**

- (a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- (b) A Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

## **2.5 Improvement of Requirement during the Solicitation Period**

Any Bidder that believes that the specifications in this bid solicitation could be improved may make suggestions in writing to the Contracting Authority explaining the suggested improvement and the reason for it. The process described in the article entitled "Enquiries" applies to these suggestions. The SCC has the right to accept or reject any suggestion.

## 2.6 Previous Communications between SCC and Bidder

This document contains the entire requirements and objectives relating to this RFP. Other information and/or documentation provided to or obtained by the Bidder from any source prior to the date of this RFP shall have no force or effect.

## 2.7 Amendments to this Request for Proposal

Any amendments to this RFP will be issued by the Contracting Authority ONLY and in writing through Buy and Sell at [www.buyandsell.ca](http://www.buyandsell.ca).

## 2.8 Cost of Preparing Proposals

- (a) This RFP is not to be construed as directing the Bidder to enter into any work, which results in the accrual of any financial liability or other indebtedness by SCC. The costs associated with any effort expended or committed by the Bidder in preparing, submitting, clarifying, substantiating, demonstrating and/or proof of proposal testing, is to be solely to the Bidder's account even if a Contract is not awarded.
- (b) The rejection of any or all proposals shall not render SCC liable for any costs or damages. Nor shall SCC be liable for any penalty or cost should SCC alter the closing date or cancel the process entirely.
- (c) No costs incurred by the Bidder before receipt of a signed contract or specified written authorization from the Contracting Authority can be charged to any resultant contract.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) SCC requests that Bidders provide their bid in separately bound sections as follows:
  - (i) Section I: Technical Bid (3 hard copies and 2 soft copies in PDF format)
  - (ii) Section II: Financial Bid (2 hard copies and 1 soft copy in PDF format)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 NOT APPEAR IN ANY OTHER SECTION OF THE BID EXCEPT IN THE FINANCIAL BID.**
- (b) SCC requests Bidders to 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 the certifications as a separate section of the bid;
  - (iv) include a title page at the front of each volume of the bid that includes the title, date, solicitation number, Bidder's name and address and contact information; and
  - (v) include a table of contents.
- (c) Supporting technical documentation such as user guides, training manuals, system administration guides, etc. should only be submitted in soft copy PDF format.
- (d) The Bidder may submit more than one bid. If an alternate bid is submitted, it must be a physically separate document, clearly marked as an alternate bid. Each bid

will be evaluated independently, without regard to the other bids submitted by the Bidder; as a result, every bid must be complete on its own. However, the Bidder acknowledges that SCC may consider inconsistencies between its bids during the evaluation. If the Bidder submits multiple bids and wishes to withdraw one or more of those bids, SCC reserves the right to require that the Bidder withdraw either all its bids, or none of them.

### 3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, SCC 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 Bidder's Technical Bid must include, as a minimum, the following:
- (i) the **Bidder Response Form** completed by the Bidder where required and including all information requested therein;
  - (ii) copies of all applicable **Certifications** signed and dated by an authorized representative of the Bidder in the space provided and including the following:
    - Software Publisher Certification Form
    - Software Publisher Authorization Form
  - (iii) **Résumés for Proposed Resources:** The technical bid must include résumés for the resources identified in Appendix B - Statement of Requirements (SOR) of the bid solicitation that demonstrate that each proposed individual meets the qualification requirements described in Appendix B - SOR (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:
    - Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work. For educational requirements for a particular degree, designation or certificate, SCC will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
    - For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession's governing body throughout the evaluation and Contract Period.
    - For work experience, SCC will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
    - For any requirements that specify a particular time period (e.g., 2 years) of work experience, SCC will disregard any information about

- experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date).
- For work experience to be considered by SCC, the résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual's length of experience.
- (iv) any other information, which the Bidder considers useful.
- (c) Bidders must be aware that reference to a URL that requires SCC to download information from an Internet site to validate:
  - (i) any of the mandatory requirements will not be accepted and will render the proposal non-responsive;
  - (ii) any of the rated requirements will not be accepted and the information will not be considered to determine if the requirement has been met.

### **3.3 Section II: Financial Bid**

- (a) Bidders must complete and include in their Financial Proposal all prices strictly as requested in the Appendix C - Financial Templates without any conditions, assumptions, restrictions or otherwise. Any financial proposal that purports to restrict the way in which SCC acquires goods or services under the resulting contract, with exception of those limitations that are expressly set out in this solicitation, will be treated as being non-responsive and the Bidder's proposal will be given no further consideration.
- (b) Prices must be in Canadian dollars, and firm for the entire Contract Period and any option periods with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) EXTRA as applicable.
- (c) No technical documentation is required with the financial proposal.
- (d) All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years.
- (e) 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, SCC 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.

## **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 SCC has



proceeded to a later step does not mean that SCC has conclusively determined that the Bidder has successfully passed all the previous steps. SCC may conduct steps of the evaluation in parallel.

- (b) An evaluation team composed of representatives of SCC will evaluate the bids on behalf of SCC. SCC may hire any independent consultant 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 SCC seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) business days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to SCC. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension at his or her sole discretion.
- (d) **Reference Checks:** For reference checks, SCC will conduct the reference check in writing by e-mail (unless the contact at the reference is only available by telephone). SCC will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day. SCC will not award any points unless the response is received within five (5) business days. On the third business day after sending out the e-mails, if SCC has not received a response, SCC will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to SCC within five (5) business days. 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. Points will not be allocated if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder). Nor will points be allocated if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder. Crown references will be accepted.

## 4.2 Technical Evaluation

### (a) Mandatory Technical Criteria

- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are listed in the section marked Mandatory Requirements. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (ii) Claims in a bid that a future upgrade or release of any of the products included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.
- (iii) The mandatory requirements are described in Appendix B - Statement of Requirements.

### (b) Point-Rated Functional Criteria

- (i) Each bid will be rated by assigning a score to the rated functional requirements. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Appendix B - Statement of Requirements.
- (ii) A total **Point Rated Functional Score (PRFS)** will be determined in accordance with the specific evaluation criteria set out in Appendix B -

Statement of Requirements. There are a maximum of 234 points available for rated functional criteria in the Technical Bid. A Bidder must obtain a minimum evaluated PRFS of 164 points (i.e. 70%) or higher out of the overall point-rated functional maximum points. In all calculations, the PRFS will be rounded to two decimal places.

- (iii) If a Bidder does not obtain an evaluated PRFS of 164 points or higher, it will be considered non responsive and will be disqualified.

(c) **Point-Rated Management Criteria**

- (i) Each bid will be rated by assigning a score to the rated management requirements. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Appendix B - Statement of Requirements.
- (ii) A total **Point Rated Management Score (PRMS)** will be determined in accordance with the specific evaluation criteria set out in Appendix B – Statement of Requirements. There are a maximum of 78 points available for rated management criteria in the Technical Bid. A Bidder must obtain a minimum evaluated PRMS of 55 points (i.e. 70%) or higher out of the overall point-rated management maximum points. In all calculations, the PRMS will be rounded to two decimal places.
- (iii) If a Bidder does not obtain an evaluated PRMS of 55 points or higher, it will be considered non responsive and will be disqualified.

(d) **Point-Rated Technical Score**

- (i) For bids which have met all mandatory technical criteria, and have met or exceeded the required minimum PRFS and the required minimum PRMS, a total Point-Rated Technical Score (PRTS) will be determined. The PRTS will be calculated as the total of PRFS plus the PRMS.
- (ii) Bids will be rated from highest to lowest PRTS.

### 4.3 Financial Evaluation

The **Total Assessed Price (TAP)** will be the total cost for all prices in the Bidder's financial proposal for the entire period of the Contract including all options outlined in Tables 1-4.

For the purposes of bid evaluation only, the price for evaluation the “**Total Evaluated Price (TEP)**”) will be the Bidder's proposed price in each Table as follows:

**Table 1** - Solution: Bidder's firm lot price for the initial software and associated license requirement

**Table 2** - Bidder's firm annual price for Maintenance and Support Services for the initial contract period and six option periods

**Table 3** - Bidder's firm price for professional services for the initial contract period

**Table 4** - Bidder's firm price for training courses for the initial contract period

All bids will be assessed against SCC's budgeted financial resources available for the project. Bids which exceed this amount will be disqualified. SCC will not disclose

the budgeted financial resources available for the project before the bids are submitted.

The bid with the lowest **Total Evaluated Price (TEP)** is given full points, while other proposals receive a pro-rated score based on the ratio of the lowest TEP proposal to their total TEP proposal.

- For example, if three bidders bid as follows:
  - Bidder A TEP = \$10,000 – would receive 100% of the points
  - Bidder B TEP = \$40,000 – would receive 25% of the points
  - Bidder C TEP = \$50,000 – would receive 20% of the points

#### **4.4 Proof of Concept**

- (a) The bids with the three top-ranked PRTS will be invited to present a Proof of Concept (POC) demonstration of the Bidder's proposed solution to confirm that it will function as described in the bid. If SCC determines during the POC that the proposed solution does not meet any of the mandatory requirements of the bid solicitation, the bid will be disqualified and the bid will receive no further consideration. The next top-ranked PRTS responsive bid may be invited to present a POC.
- (b) Each bid whose POC is deemed by SCC to pass mandatory requirements, will be rated by assigning a score to the POC. A Total POC Score (TPS) will be determined. There are a maximum of 230 points available for the POC. A Bidder must obtain a minimum evaluated TPS of 184 points (i.e. 80%) or higher out of the overall TPS maximum points. In all calculations, the TPS will be rounded to two decimal places. If a Bidder does not obtain an evaluated TPS of 184 points or higher, it will be considered non responsive and will be disqualified.

#### **4.5 Basis of Selection**

- (a) The top-ranked responsive bid will be determined based on the bid which has met all mandatory technical criteria, has met or exceeded the required minimum overall pass marks of the point-rated technical criteria, has met or exceeded the required minimum overall proof of concept pass marks, and offers the highest combined rating of Technical Merit and Price, calculated as follows:
  - A **Total Evaluation Score (TES)** for each bid will be calculated based on the following formula:
    - $TES = 60\% \times PRTS + 25\% \times TEP \text{ points} + 15\% \times TPS \text{ points}$
- (b) SCC at its discretion may decide to change the evaluation methodology. If such situation occurs, SCC shall inform all bidders in advance of the evaluation process.
- (c) Bidders should note that all contract awards are subject to SCC'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 SCC's internal policies. If approval is not granted, no contract will be awarded.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. SCC will declare a bid non responsive if the required certifications are not completed and submitted in accordance with the articles below.

Compliance with the certifications that Bidders provide to SCC is subject to verification by SCC during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the Bidders' compliance with the certifications before award of a contract. The bid will be declared non responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non responsive.

### **Certifications Precedent to Contract Award**

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

#### **5.1 Bid-Rigging**

In this Article, "bid-rigging" has the same meaning as in the Competition Act, R.S. 1985, c. C-84. By submitting a bid, the Bidder certifies that it has not engaged in any bid-rigging activities in relation to the preparation of its bid. SCC will declare a bid non-responsive if it determines that there is sufficient evidence to conclude, acting reasonable based on the balance of probabilities that a Bidder has engaged in bid-rigging.

#### **5.2 Criminal Convictions**

By submitting a bid, bidders confirm that they understand that being convicted of certain offences will render them ineligible to be awarded a contract. SCC will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in the certifications is found by SCC to be untrue in any respect, at the time of contract award. If it is determined by SCC, after contract award, that the Bidder made a false declaration, SCC will, following a notice period, have the right to terminate the Contract for default.

#### **5.3 Status and Availability of Resources**

- (a) By submitting a bid, the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the work as required by SCC's representatives and at the time specified in

the bid solicitation or agreed to with SCC's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

#### **5.4 Bidder Certifies that All Software is a complete product or product suite**

Any software bid to meet this requirement must be a complete product or product suite, meaning that each item of software 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). The software may include a toolset allowing the solution to be configured without requiring modification to the application source code. If any of the software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date.

For further clarification, the software may be commercially available (Commercial Off-The-Shelf Software ("COTS")) or Open Source as defined by the Open Source Foundation ("OSF"). By submitting a bid, the Bidder is certifying that all of the software is a complete product or product suite.

#### **5.5 Software Publisher Certification and Software Publisher Authorization**

- (a) If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, SCC 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
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of 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 SCC, unless proof of this authorization has been provided to SCC. 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.
- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

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

### **6.1 Financial Capability Requirement:**

The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) business days of the request or as specified by the Contracting Authority in the notice:

- (a) Audited financial statements, if available, or the un-audited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
- (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
- (c) If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
  - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
  - (ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
    - A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
    - A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
    - A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

- A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- (d) If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
- (e) If the Bidder is a subsidiary of another company, then any financial information in required above by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee.
- (f) SCC reserves the right to request from the Bidder any other information that it requires to conduct a complete financial capability assessment of the Bidder.
- (g) If the Bidder provides the information required above to SCC in confidence while indicating that the disclosed information is confidential, then SCC will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c.c. A-1, Section 20(1) (b) and (c).
- (h) In determining the Bidder's financial capability to fulfill this requirement, SCC may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of SCC, a performance guarantee from a third party or some other form of security, as determined by SCC.)

## **PART 7 - RESULTING CONTRACT CLAUSES**

A sample SCC Services Agreement is provided as Appendix D and is meant to give guidance to the bidder with respect to SCC's expectations on the services' terms and conditions. Any and all contract clauses and / or license agreements required, based on the ultimate technological solution proposed, will need to be incorporated / developed upon bidder selection.

**APPENDIX A**  
**RESPONSE FORMS**

- **Bidder Response Form**
- **Software Publisher Certification Form**
- **Software Publisher Authorization Form**



## BIDDER RESPONSE FORM

### Proposal Submitted by

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/Province/Postal Code)

**GST/HST Number** \_\_\_\_\_ **BIN Number** \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

1. The Undersigned (hereinafter referred to as “the Bidder”) hereby proposes to the Standards Council of Canada (SCC) to furnish all necessary expertise, supervision, materials, equipment and other incidentals necessary to complete to the entire satisfaction of SCC or their authorized representative, the work described in the Statement of Requirements attached hereto as Appendix “B”.
2. The Bidder hereby proposes to perform and complete the work in accordance with the terms and conditions (at the place and in the manner) specified in:
  - (i) Appendix A - attached and entitled “Response Forms”;
  - (ii) Appendix B - attached and entitled “Statement of Requirements”;
  - (iii) Appendix C - attached and entitled “Financial Templates”; and
  - (iv) Appendix D - attached and entitled “Sample SCC Services Agreement”.
3. **Period of Services**
  - (i) The contract award date is the date that the contract is signed by the Bidder and SCC.
  - (ii) The service start date is the date that the Bidder and SCC agree to commence the work.
  - (iii) The Bidder hereby proposes to perform the work commencing on the service start date and terminating before **2017-03-31**. The effective start date of the contract and the service start date are generally, in effect, the same date.

#### **4. Financial Proposal**

The Bidder hereby proposes to perform and complete the work as per the financials outlined using Appendix C - Financial Templates of SCC RFP # 2016-09, which represents the total financial proposal.

#### **5. Optional Modifications**

In the event that SCC requests the successful Bidder to proceed with any optional modifications or additional changes to the process, payment for this additional work will be based on the per diem rates quoted (see Appendix C - Financial Templates Table 5)

Authorization to proceed with additional work will be provided by way of a contract amendment as per the established proposal.

#### **6. Optional Years**

SCC may decide, at its discretion, to exercise an option by means of formal contract amendment, to extend the term.

#### **7. Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)**

The prices and rates quoted as part of the Bidder's proposal are NOT to include any provision for taxes.

#### **8. Payment Schedule**

As a result of acceptance of the Bidder's proposal, SCC reserves the right to negotiate an acceptable payment schedule prior to the awarding of a contract and/or any amendments.

#### **9. Appropriate Law**

Any contract awarded by SCC as a result of SCC RFP # 2016-09, shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada.

#### **10. Tender Validity**

The Bidder agree(s) that their proposal will remain firm for a period of 90 calendar days after the **the time/date of bid closing**.

#### **11. Proposal Documents**

In response to SCC RFP # 2016-09, the Bidder herewith submits:

- A proposal to undertake the work in accordance with the requirements detailed in the following documents:
  - **Three (3) copies in Envelope 1** of their **Compliance and Acceptance of Mandatory, Rated and Management Requirements** to perform the work

in accordance with the requirements outlined in the Appendix B of the RFP;

- **Two (2) copies** of their Financial Proposal using Appendix C - Financial Templates shall be in **Envelope 2**. Only financial information shall be provided in Envelope 2. Envelope 2 will only be opened after the evaluation of the Mandatory, Rated, and Management requirements is complete and only if the proposal achieves the minimum merit; and
- **Two (2) copies** of this Bidder Response Form, Software Publisher Form, and Software Authorization Form (if applicable) included in Appendix A, duly completed and signed in **Envelope 1**.

**Proposals that do not contain the requested documentation or deviate from the required financial format (as per Appendix C of SCC RFP # 2016-09) may be considered incomplete and disqualified.**

## 12. Signatures

The Bidder herewith submits this bid in accordance with the requirements specified in the Request for Proposal documents.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

In the presence of

Per \_\_\_\_\_  
NAME OF COMPANY

Per \_\_\_\_\_ (Signing Officer and Position)      \_\_\_\_\_ (Signature of Witness)

Per \_\_\_\_\_ (Signing Officer and Position)      \_\_\_\_\_ (Signature of Witness)

**SOFTWARE PUBLISHER CERTIFICATION FORM**  
(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that it is the software publisher of all the following software products and components and that it has all the rights necessary to license them in accordance with the terms and conditions of the RFP (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to SCC:

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[Bidders should add or remove lines as needed, or attach the product list as an appendix]

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 \_\_\_\_\_

Email for authorized signatory of SP \_\_\_\_\_

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

RFP Number: \_\_\_\_\_

**SOFTWARE PUBLISHER AUTHORIZATION FORM**  
(to be used where the Bidder is not the Software Publisher)

This confirms that the Software Publisher identified below understands and acknowledges that the Bidder named below has submitted an arrangement in response to the RFP dated \_\_\_\_\_, reference number \_\_\_\_\_, issued by SCC.

The Software Publisher hereby confirms that:

- i. The Bidder named below is authorized to supply the Software Publisher's products, listed below or attached, through its bid;
- ii. The Software Publisher agrees to grant all licenses to be acquired under the RFP in accordance with the resulting Contract's terms and conditions set out in the RFP; and
- iii. The Bidder may appoint, as it deems fit, Resellers to fulfill the obligations of the RFP.

The Software Publisher acknowledges that the Bidder has proposed to SCC, in response to the RFP, the following Software and other proprietary products of the Corporation.  
[Identify all of the Licensing Entities' proprietary products that are proposed by the reseller.]

\_\_\_\_\_

\_\_\_\_\_

[Bidders should add or remove lines as needed, or attach the product list as an appendix.]

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

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 \_\_\_\_\_

Email for authorized signatory of SP \_\_\_\_\_

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

RFP Number \_\_\_\_\_

## **APPENDIX B STATEMENT OF REQUIREMENTS (SOR)**

### **Background**

#### **1.0 Overview**

The Standards Council of Canada (SCC) is a federal Crown corporation. It has as its mandate to promote efficient and effective standardization in Canada.

Located in Ottawa, the Standards Council has a 13-member governing Council and a staff of approximately 90.

The organization reports to Parliament through the Minister of Innovation, Science and Economic Development and oversees Canada's national standardization network.

Standardization is the development and application of standards publications that establish accepted practices, technical requirements and terminologies for products, services and systems.

Standards help to ensure better, safer and more efficient methods and products, and are an essential element of technology, innovation and trade.

The Standards Council carries out a variety of functions intended to ensure the effective and coordinated operation of standardization in Canada. It also represents Canada's interests on standards-related matters in foreign and international forums.

#### **1.1 Standards Solutions Branch**

Through analysis of standardization-related trends and outreach and engagement strategically directed at key industry, government and consumer stakeholders, the Standards Council of Canada's (SCC) Standards Solutions branch is able to:

- provide information helping stakeholders to establish standardization priorities and goals,
- make recommendations that influence standards and conformity assessment-related aspects of trade and regulatory policy; and,
- identify and define the necessary conditions for Canada to optimize its use of standardization.

Key initiatives include the development of policy recommendations to foster the alignment of standards and certification requirements between jurisdictions, as well as supporting standardization activities addressing the impacts of climate change in the North. The branch also manages the sale of standards and collaborates in capacity building activities intended to strengthen the standardization infrastructures of key Canadian international trade partners.

In addition to the above, SCC's Standards Solutions branch manages Canadian participation in the standards development initiatives of the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC), two of the world's largest voluntary standardization bodies, as well as participation in regional standards organizations.

### **1.1.1 Strategic and operational support**

The following panels and committee are made up of regulatory, industry and consumer stakeholders, as well as other Canadian subject-matter experts.

#### **1.1.1.1 Advisory Panel on Standards**

The Advisory Panel on Standards provides strategic and policy advice on standards-related matters, and oversight that safeguards the impartiality of SCC's standards accreditation programs.

#### **1.1.1.2 Canadian National Committee of the International Electrotechnical Commission (CNC/IEC)**

The Canadian National Committee of the IEC provides strategic and policy advice to the SCC on IEC-related matters.

#### **1.1.1.3 Consumer and Public Interest Panel (CPIP)**

The Consumer and Public Interest Panel provides strategic and policy advice on standardization matters as they impact consumers and the public interest, especially in relation to Canadian priority sectors.

## **1.2 Strategy Branch**

The Strategy branch plays a leading role in the development of strategies that enable SCC to achieve results in key areas, and provides advice to the CEO, Senior Management, Council, and other branches through the development of policy positions on cross-cutting national, regional, and international issues. The branch also ensures SCC's high-level engagement with key stakeholders by representing SCC, as needed, at senior level meetings with federal departments, provincial/territorial governments and industry representatives, in order to help SCC meet its strategic priorities. In addition, the branch supports the CEO in the logistics, coordination, briefing, presentations, and follow-up for key external meetings.

## **1.3 Accreditation Services Branch**

SCC's Accreditation Services branch accredits conformity assessment bodies, such as testing laboratories and product certification bodies, to internationally recognized standards. SCC operates accreditation and recognition programs for:

- calibration and testing laboratories
- good laboratory practice
- greenhouse gas validators and verifiers
- inspection bodies
- management systems certification bodies
- medical laboratories
- personnel certification bodies
- product, process and service certification bodies
- proficiency testing providers
- standards development organizations (SDO)

SCC is also a signatory to several Mutual Recognition Agreements and Multilateral Agreements with organizations in place to assist with international acceptance of conformity assessment results. These agreements are part of greater efforts to form a global accreditation system, consistent with the goal of one standard, one test, one certification recognized and accepted globally.

### **1.3.1 Accreditation Advisory Panel**

The Accreditation Services branch is supported by the Accreditation Advisory Panel, which provides policy advice and oversight with a view to ensuring fairness and impartiality in relevant SCC policies and programming. The Accreditation Advisory Panel is made up of regulatory, industry and consumer stakeholders, as well as other Canadian subject-matter experts.

## **1.4 Corporate Services Branch**

The Corporate Services branch provides financial, technical and administrative support to the Standards Council of Canada. Its functions include financial management, human resources, investment planning and business analytics, information management and information technology, corporate administration and contracting, and travel.

## **1.5 Communications and Corporate Planning Branch**

The Standards Council of Canada's (SCC) Communications and Corporate Planning branch manages corporate communications for the organization including: website management, social media and translation services as well as corporate planning, risk management, and government reporting (including Access to Information and Privacy requests). Corporate secretariat and governance policy support to SCC's Board of Directors and its standing committees also fall under the purview of the branch. In addition, the branch monitors the use of standards incorporated by reference in regulations, codes and other instruments.

## **2.0 SCC Information Management and Architecture**

Historically, SCC has used both COTS and custom applications to manage information resources. Both types of applications have been highly customized. Some of the problems with this approach include

- Software and information systems that no longer meet the needs of the SCC business communities;
- Inability of systems to provide the information required for decision-making in a holistic, timely and efficient manner;
- Poor data management leading to data duplication and data integrity issues;
- Current systems are difficult to maintain
- Inadequate systems integration;
- Systems are 'unfriendly' and difficult to use.

## **3.0 Focus of this RFP**

The primary purpose of this RFP is to procure a solution to replace the current application, Sitescape, used for document management, customer relationship



management and collaboration. SITESCAPE is “end of life” thus no longer supported by its vendor. Additionally the application has been customized extensively within SCC to meet the demands of the business units. It serves all branches in one form or another. The highest priority once a solution is procured will be to replace key components of SITESCAPE for the Standards Solutions Branch. This organization is a client facing organization and therefore needs modern tools to conduct its business efficiently. Other parts of the organization will continue to use SITESCAPE for a time, but ultimately, the platform will be retired and replaced entirely within SCC.

In order to understand the context of work that is done by Standards Solution Branch an explanation is provided below as to what their core business activities are and how they use SITESCAPE.

### **3.1 National Standards of Canada**

The National Standards of Canada (NSC) forum is used by Standards Development Organizations (SDO) to post submissions of standards for designation as a national standard. SCC reviews the request and the submission and works with the SDO to adopt it as a recognized National Standard. The NSC forum is a collaboration space as well as document repository, enabling reviewers and SDOs to share information, and documentation. It also provides a means to monitor requests and move them through a workflow process of reviews and approvals, until a standard is either approved, or not approved. The forum provides a means for SDOs to signal their intention to modify, amend or withdraw a standard.

### **3.2 Member Management**

The member management forum functions like a CRM application. Applicants of Technical Review Committees and other Experts submit their application to SCC. Applications are received and reviewed, information is captured on the applicant and user accounts are set up if the applicant is approved. Notification is provided to committee chairs, and SCC provides information to the new member. Documents are stored, and workflow is applied to ensure that the review and approval processes are managed and that the appropriate reviews have taken place prior to an applicant being accepted.

### **3.3 ISO/IEC/JTC1 Technical Committees**

The technical committees work in a collaborative environment to review international standards and prepare Canada’s position on the standard. A balloting process is used to capture reviews and information which is then voted on by the committee and provided to SCC to collate and submit to international standards agencies such as ISO and IEC.

### **3.4 Council Advisory Committees and Panels**

Various forums have been created as a collaboration and document repository space to facilitate discussion on issues from a number of different perspectives such as industry, government, consumers, standards and accreditation that could help an SCC committee or panel vote on a specific issue.

### **3.5 SDO Harmonization**

This collaboration workspace is used to review existing or new standards to determine where there is benefit in harmonization of the standard. One or more SDOs could be working on similar standards development activity. This forum assists in identifying overlap or duplication, and assists in identifying leadership in standards development.

### **3.6 SDO Standards Development Program**

A centralized forum for managing deliverables and documentation received from SDOs working on standards development under contract to SCC.

## **4.0 TECHNICAL INFRASTRUCTURE**

### **4.1 Overview**

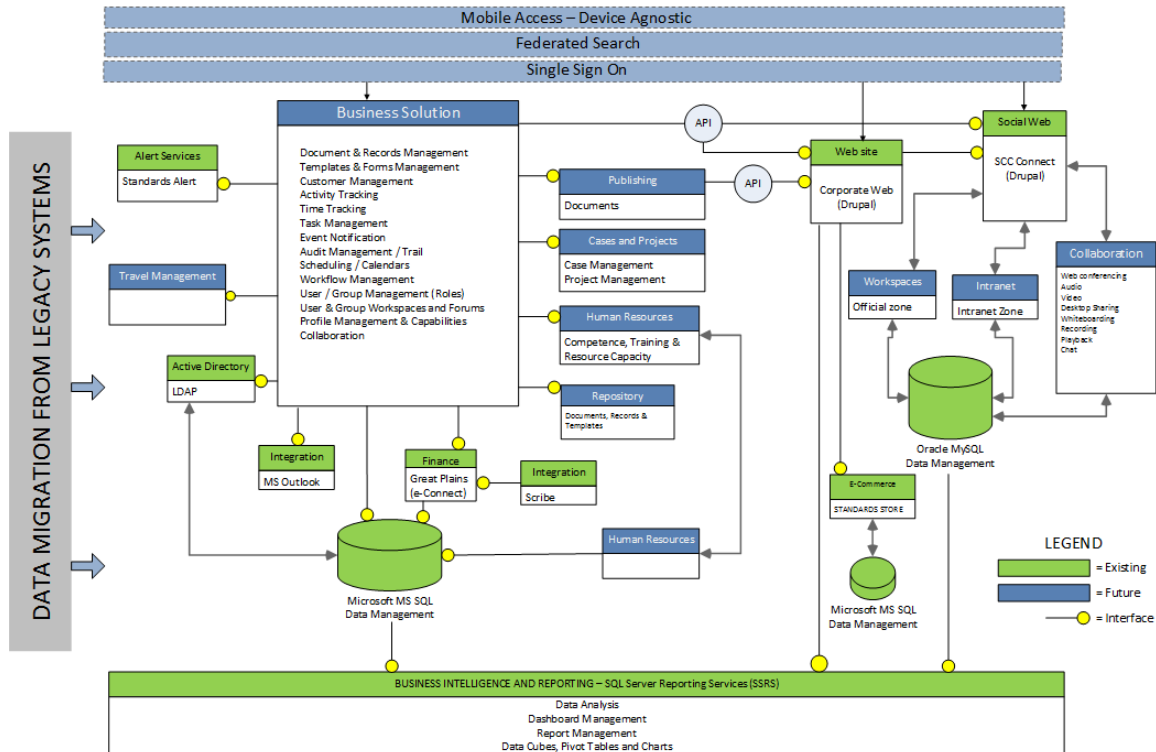
SCC's technical architecture is provided in the diagram and text below. All systems are hosted in a VMWare environment

<b>Standards Council of Canada - Technical Environment</b>		
<b>NAME</b>	<b>OPERATING SYSTEM</b>	<b>SOFTWARE / USE</b>
www.scc.ca	CentOS 6	Apache, MySQL, Drupal
solr.scc.ca	CentOS 6	Java JDK, ApacheSolr
dc1-2008	Windows 2008 R2	Active Directory server
mail2	Windows 2008 R2	Exchange 2010,
finance1	Windows 2008 R2	MS SQL Server 2008, MS Dynamics Great Plains 2010
intranet	RHEL 3	Sitescape 8.0, PostGres, Apache, FrontBase
lanapps	Windows 2003 R2	MS SQL Server 2005, Altova Mapforce 2008 Pro, Logitern Server 5.1
Desktop	Windows 7 Pro	MS Office 2010
Desktop	Windows 7 Pro	MS Project 2003
Desktop	Windows 7 Pro	MS Visio 2010
Scribe	Windows 2003 Standard Edition	Scribe 7.0.18983
Forums.scc.ca	Windows 2008 Server	Sitescape 8.0, MS SQL Server 2005

## 4.2 Web and Access Zone

Users may access SCC applications from a desktop, remote computer, or mobile device. Connectivity to the SCC network is illustrated by the diagram below.

- Internal WAN: Servers hosted at SCC office & at an external datacentre
- Internet (SCNET): 7Mbps connection
- SCC Local LAN: 100Mbit backbone for workstations / 1Gbit backbone for servers



**CONCEPTUAL INFRASTRUCTURE – Figure 3**

## 4.3 Application Zone

Enterprise-wide services are supported by a distributed server-based back end infrastructure. The infrastructure provides:

- Directory services - Active Directory
- File services - Windows File & Print Server
- Print services – Windows File & Print Server
- Electronic distribution – updates/patches
- End point protection – Symantec Endpoint Protection
- Secure remote access – Sonicwall Global VPN Client

## 4.4 Other Client Systems

Other current systems deployed include:

- Email systems - MS Exchange 2010

- Blackberry Enterprise Server Express 10.0
- Smartphones (Android and Blackberry)

#### **4.5 Client Workstations**

SCC standard workstations are integrated with the enterprise directory service (Active Directory).

- OS: Windows 7 Pro
- Desktop browser - Microsoft Internet Explorer 11.0
- Desktop antivirus - Symantec End Point Protection
- Productivity software: MS Office Suite 2010
- Adobe Acrobat/Adobe Reader 10
- Email system: Exchange 2010 with Outlook 2010

#### **4.6 Database**

- MS SQL Server 2008 and MS SQL Server 2005
- Postgres
- MySQL

#### **4.7 Application Servers Supported:**

- Windows 2008 R2 and CentOS Linux.

#### **4.8 System Mandatory Requirements**

The following section lists the Mandatory requirements that must be met by the Bidder's proposed solution.

All of the mandatory requirements must be met. If any requirement is not met the proposal will be deemed non-responsive and no further evaluation will be undertaken by SCC.

By putting the word "Yes" in the "Meets the Requirement" column, the Bidder is confirming that their proposed solution meets the requirement. Any other response will be deemed as unresponsive.

The description of the proposed solution provided by the Bidder must demonstrate how it meets the requirement and this will be the sole criteria for assessment by the evaluation team as to whether the proposed solution meets the requirement or not.

## Mandatory Requirements

Mandatory Requirements		Meets the Requirement	Describe how the proposed solution meets the requirement
<b>M.1</b>	The solution must provide an enterprise document and records management (EDRMS) function.		
<b>M.2</b>	The solution must allow the system administrator to configure the types of files that can be uploaded into the system.		
<b>M.3</b>	The solution must allow a system administrator to extract, transform and load data and metadata from multiple data sources. This will include the automatic creation of content using data from a source file (such as an uploader).		
<b>M.4</b>	The solution must allow users to toggle between English and French.		
<b>M.5</b>	The solution's access control system must provide for a system administrator function to create user accounts and profiles, modify user profiles, define roles and configure access controls.		
<b>M.6</b>	The solution's access control system must enable users to work within assigned groups, work with web forms and data and make changes to their profile page. Access control must apply to workflow and delegation. All users must be restricted from viewing and/or working with workspaces, data, documents, and/or records that they are not authorized to see.		
<b>M.7</b>	The solution must provide an audit trail function.		
<b>M.8</b>	The solution must be browser based, and allow for the development of web forms.		
<b>M.9</b>	The solution must allow an administrator to apply security to the site. The solution shall automatically log out all users after a period of inactivity as configured by the system administrator. The solution shall be username / password protected. The solution shall never display a user's password. It shall always be		

	masked with special characters representing typed characters.		
<b>M.10</b>	The solution must be adaptable to SCC current technology environment		
<b>M.11</b>	The solution must provide a customer relationship management function.		
<b>M.12</b>	The solution must provide a collaboration function.		
<b>M.13</b>	The solution must provide an access control mechanism.		

#### **4.9 Rated Requirements**

The following section provides the Rated Requirements. The Bidder must demonstrate how the proposed solution meets the requirement. The evaluation team will assess the description provided by the Bidder using the following scoring method:

<b>Description of Scoring</b>	
Evaluation	Description
0	<ul style="list-style-type: none"> <li>the description of the proposed solution provided by the Bidder in response to the requirement <b>does not</b> demonstrate that the Bidder solution meets the requirement</li> </ul>
1	<ul style="list-style-type: none"> <li>the description of the proposed solution provided by the Bidder in response to the requirement <b>minimally meets</b> the requirement</li> </ul>
2	<ul style="list-style-type: none"> <li>the description of the proposed solution provided by the Bidder in response to the requirement <b>substantially meets</b> the requirement</li> </ul>
3	<ul style="list-style-type: none"> <li>the description of the proposed solution provided by the Bidder in response to the requirement <b>fully meets</b> the requirement</li> </ul>

The evaluators will use the 0-3 scale to evaluate how well the description of the proposed solution meets the requirement. The evaluation score will be multiplied by two conversion factors:

1. The importance of the requirement to the business activity that the solution must support; and,
2. The relative importance of the requirement within the functionality described.

The resulting score will be multiplied by the weighting factor identified in the table below:

A passing score for the rated requirements is 70%. Any solution that scores less than 70% will be deemed non-compliant and will not be considered any further.

<b>Technical Evaluation Maximum and Passing Scores</b>				
Requirements	Maximum Score = 100%	Passing Score = 70%	Weighting Factor	Maximum Weighted Score
Customer Relationship Management (CRM)	237	166	0.15	36
Collaboration and Request Management	306	214	0.15	46
Enterprise Document and Records Management, Search (EDRMS)	300	210	0.30	90

Data Management	84	59	0.06	5
Project Management	171	120	0.06	10
Reporting and Notification	204	143	0.08	16
Audit Trail	99	69	0.05	5
Web based solution	81	57	0.03	3
System Characteristics	54	38	0.04	2
Workflow Management	261	183	0.08	21
<b>Total Point Rated Functional Score</b>	<b>1797</b>	<b>1259</b>		<b>234</b>
<b>Total Point Rated Management Score</b>	<b>116</b>	<b>81</b>	<b>0.67</b>	<b>78</b>
<b>Total Point Rated Score</b>				<b>312</b>

If a Bidder proposes an alternative solution to the stated requirement it may be considered by SCC however, higher evaluation scores are awarded if the proposed solution meets the requirement.

#### 4.9.1 Rated Requirements

CUSTOMER RELATIONSHIP MANAGEMENT (CRM)			
Requirement		Max. Points	Describe how the proposed solution meets the requirement
R.1	The solution shall capture all details and interactions relating to users, groups, and stakeholders and shall be indexed with the capability to categorize data, documents and records.	39	
R.2	The solution shall allow authorized users to track, view and report on the history of, and elapsed time spent on, an inquiry.	30	
R.3	The solution shall be able to support the production and delivery of mass electronic mailings to groups of users and / or all users.	15	
R.4	The solution shall provide users with reports and notifications, within the user's access rights, on all data associated with stakeholders, users, groups, and, display all users within a group.	57	
R.5	The solution shall support the capability for external users to submit resumes.	15	
R.6	The solution shall provide authorized users with a means to manage evidence of training taken and/or positions held.	24	

<b>CUSTOMER RELATIONSHIP MANAGEMENT (CRM)</b>			
<b>R.7</b>	The solution shall have the ability to group behaviours by categories. This means activity, number of times the system is accessed, tracking of active participation of registered users.	<b>12</b>	
<b>R.8</b>	The access control system shall provide authorized users the capability to manage groups, to manage users and to assign users to groups.	<b>45</b>	

<b>COLLABORATION AND REQUEST MANAGEMENT</b>			
<b>Requirement</b>		<b>Max Points 306</b>	<b>Describe how the proposed solution meets the requirement</b>
<b>R.9</b>	The solution shall allow for threaded discussions and for users or groups to participate in those discussions.	<b>30</b>	
<b>R.10</b>	The solution shall allow users to create individual and shared workspaces where documents and / or records can be shared. Users shall also have the capability to “follow” or “unfollow” pages based on content types.	<b>42</b>	
<b>R.11</b>	The solution shall allow users or groups to solicit information from stakeholders for the purpose of collating information into a consolidated record and to generate reports to display results and / or stakeholder responses.	<b>57</b>	
<b>R.12</b>	The solution shall provide a request management function that will capture initial enquiries, whether internally generated, or sent by email, for follow-up by the appropriate branch, and will allow authorized users to monitor requests and provide the capability to comment on requests.	<b>63</b>	
<b>R.13</b>	The solution shall support the routing of incoming requests based on email addresses.	<b>15</b>	
<b>R.14</b>	The solution’s request management function should support different types of requests, such as issues, requests or inquiries.	<b>30</b>	
<b>R.15</b>	The solution’s request management function should provide a	<b>12</b>	



<b>COLLABORATION AND REQUEST MANAGEMENT</b>			
	“frequently asked questions” section and/or provide a self-serve knowledge base.		
<b>R.16</b>	The solution’s request management function shall have the capability to automatically number requests, track progress, and provide reports on the status of requests and the number of transactions by status.	<b>57</b>	

<b>ENTERPRISE DOCUMENT AND RECORDS MANAGEMENT AND SEARCH (EDRMS)</b>			
<b>Requirement</b>	<b>Max Points</b>	<b>300</b>	<b>Describe how the proposed solution meets the requirement</b>
<b>R.17</b>	The solution shall provide users with the capability to attach documents to entries. This would include web forms, checklists, documents and records.	<b>30</b>	
<b>R.18</b>	The solution shall permit authorized users to assign a delegate. Delegate activities will be subject to user access control and permissions.	<b>30</b>	
<b>R.19</b>	The solution shall provide system administrators with the capability to set retention periods for electronically stored documents and records. The system administrator shall have the capability to set the frequency of notifications to be provided to stakeholders when a record and /or document retention period has been reached. The notification shall identify the specific documents or records for archive or disposal.	<b>27</b>	
<b>R.20</b>	The solution shall provide users with the capability to upload files using drag and drop, bulk upload, and single file upload. The solution should also permit bulk file upload, through a scheduled service.	<b>60</b>	
<b>R.21</b>	The solution shall preserve original documents, provide version control, allow users to securely sign documents and records, and be able to transition documents to an archive state.	<b>45</b>	
<b>R.22</b>	The solution shall permit an authorized user to edit metadata	<b>12</b>	

<b>ENTERPRISE DOCUMENT AND RECORDS MANAGEMENT AND SEARCH (EDRMS)</b>			
	and apply multiple categories to documents, data and records.		
<b>R.23</b>	The solution shall permit users to search for records or documents using a faceted search. The user should have the capability to sort search results.	<b>24</b>	
<b>R.24</b>	The search function shall permit authorized users to execute searches, save searches, and display links to documents that are part of data records and share search results restricted to the access level of the users.	<b>36</b>	
<b>R.25</b>	Authorized users shall be permitted to search by date range. The system shall allow for searches that include: <ul style="list-style-type: none"> <li>• fuzzy</li> <li>• keyword</li> <li>• full text</li> <li>• partial text</li> <li>• stemming</li> <li>• phonic</li> <li>• natural language</li> <li>• wildcard</li> <li>• exact match search, and</li> <li>• provide advanced search functions including organizing results using facets.</li> </ul>	<b>36</b>	

<b>DATA MANAGEMENT</b>			
<b>Requirement</b>		<b>Max. Points</b>	<b>Describe how the proposed solution meets the requirement</b>
		<b>84</b>	
<b>R.26</b>	The solution's data management system shall enable an authorized user to edit and identify content keywords, or tagging, of documents and / or records.	<b>27</b>	
<b>R.27</b>	The solution's data management system shall allow authorized users to import and export data and metadata.	<b>15</b>	
<b>R.28</b>	The solution's data management system shall allow authorized users to create data fields in web forms using existing data types and to configure the pre-population of fields with data when a web form is opened and/or allow for entered values to be used to calculate values in other form fields.	<b>42</b>	

<b>PROJECT MANAGEMENT</b>			
<b>Requirement</b>	<b>Max. Points</b>	<b>Describe how the proposed solution meets the requirement</b>	
<b>R.29</b>	The solution shall allow authorized users to manage details relating to multi-year programs/projects and activities.	<b>9</b>	
<b>R.30</b>	The solution shall allow authorized users to create, assign, reassign and manage tasks within the system.	<b>30</b>	
<b>R.31</b>	The solution shall provide information to assist in managing projects such as: project financial status, schedule or budget variances, expenditures against contractual thresholds, the status of progress payments against contracts, and time spent on activities.	<b>51</b>	
<b>R.32</b>	The solution shall provide authorized users with information on staff utilization levels, provide notification when a resource is either unavailable and/or over allocated, and to view schedules through calendars so that resources can be assigned to meet pre-defined service standards.	<b>33</b>	
<b>R.33</b>	The function shall support configuration of master calendars, and the management of individual user calendars, and will include the consolidation and sharing of calendars.	<b>48</b>	

<b>REPORTING AND NOTIFICATION</b>			
<b>Requirement</b>	<b>Max. Points</b>	<b>Describe how the proposed solution meets the requirement</b>	
<b>R.34</b>	The solution shall allow authorized users to create reports, save the query used to generate a report and export results in configured file formats.	<b>45</b>	
<b>R.35</b>	The solution shall produce scheduled, static, dynamically generated, filtered, aggregate, rolling, and customized reports based on available data.	<b>66</b>	
<b>R.36</b>	The solution shall permit users to view and print reports.	<b>30</b>	

REPORTING AND NOTIFICATION			
<b>R.37</b>	Notifications may be sent to a single user or a group of users, they may be scheduled or occur when an event triggers a notification.	<b>30</b>	
<b>R.38</b>	The solution shall be configurable to permit users to opt out of receiving certain types of notifications or selecting more than one delivery option of notifications subject to business rules.	<b>9</b>	
<b>R.39</b>	The solution shall support sending notifications through our email system.	<b>6</b>	
<b>R.40</b>	The solution shall permit users to select a section of profile pages where messages can be displayed.	<b>9</b>	
<b>R.41</b>	The solution shall allow authorized users to create email templates.	<b>9</b>	

AUDIT TRAIL			
Requirement		Max. Points 99	Describe how the proposed solution meets the requirement
<b>R.42</b>	The audit trail shall capture time stamps, transaction dates, a content change comparison feature, the name of the user who changed the data and what data elements were changed.	<b>75</b>	
<b>R.43</b>	The solution's audit trail mechanism shall be configurable	<b>15</b>	
<b>R.44</b>	The solution's audit trail mechanism shall generate reports	<b>9</b>	

WEB-BASED SOLUTION			
Requirement		Max. Points 81	Describe how the proposed solution meets the requirement
<b>R.45</b>	The solution shall fully support at least IE, Firefox, Chrome and Safari or their latest releases and/or 1 release behind.	<b>15</b>	
<b>R.46</b>	The solution shall provide a customizable front end to align it with SCC's corporate uniform look and feel between all of its pages.	<b>15</b>	
<b>R.47</b>	The solution shall provide authorized users the ability to add custom data fields to a profile page, such as, specifying a time zone	<b>12</b>	

WEB-BASED SOLUTION			
	within their profile.		
<b>R.48</b>	The solution shall provide meaningful error messages to users when faced with invalid user input.	<b>15</b>	
<b>R.49</b>	The solution should allow for dynamic changes to views of forms based on specific data inputs. The system shall allow content developers with the ability to apply form validation on specific fields applied to online forms.	<b>24</b>	

SYSTEM CHARACTERISTICS			
Requirement		Max. Points	Describe how the proposed solution meets the requirement
		<b>54</b>	
<b>R.50</b>	The solution shall be designed so that access and functionality is available using mobile devices as well as personal computing devices.	<b>15</b>	
<b>R.51</b>	The solution shall be able to interface with the same currency conversion software used by Finance. (such as Oanda.com)	<b>9</b>	
<b>R.52</b>	The solution must be WCAG 2 compliant.	<b>15</b>	
<b>R.53</b>	The solution must support the ISO international date format (YYYY-MM-DD and/or YYYY-MM).	<b>15</b>	

WORKFLOW MANAGEMENT			
Requirement		Max. Points	Describe how the proposed solution meets the requirement
		<b>261</b>	
<b>R.54</b>	The solution's request management function should use access controlled workflow to ensure that requests are monitored and notifications are sent to authorized users.	<b>45</b>	
<b>R.55</b>	The solution shall allow authorized users to change the status of documents and records via a workflow.	<b>15</b>	
<b>R.56</b>	The solution's workflow function should have the capability to notify users of transition in workflow states, where time	<b>45</b>	

<b>WORKFLOW MANAGEMENT</b>			
	periods for a response have been exceeded, and allow for entries to be filtered and retrieved using the workflow state values.		
<b>R.57</b>	The solution's workflow engine shall provide administrators the capability to manage workflows with a graphical user interface, and with the ability to create and modify workflow state transitions. Access rights shall be applied to workflow states, and authorized users shall specify who can carry out workflow state transitions.	<b>66</b>	
<b>R.58</b>	The solution's workflow function shall allow users to apply workflow states to entry types created from the submission of web forms. The system shall acknowledge the receipt of an entry via workflow notifications.	<b>30</b>	
<b>R.59</b>	The solution shall allow users to view entries by workflow state, and to advance the entry in workflow based on trigger events. The workflow engine shall send a notification to users based on the specified time parameters, when an escalation occurs, or when a change in status of an entry occurs through a manual override.	<b>60</b>	

#### **4.9.2 Management Requirements**

It is the Bidder's sole responsibility to read the entire solicitation to ensure that it complies with all rated requirements of this solicitation.

Responses will be evaluated based on a weighted scale of points; the maximum number of points is listed in the right-most column of each requirement.

<b>Section 1. Corporate Profile (maximum 28 points)</b>	
<p>The Bidder shall provide a corporate profile containing the following information:</p> <p>A corporate overview including the Bidder and its subcontractors' corporate structure, years in business, business activities, major customers, number of employees and their geographic presence;</p> <p>a) corporate overview of Bidder and subcontractors  b) corporate structure of (Bidder only)  c) years in business (Bidder only)  d) business activities (Bidder only)  e) major customers (Bidder only)</p>	Maximum 4 points

f) number of employees (Bidder only) g) geographic presence (Bidder only)	
Corporate history in relation to software products and any related technologies in general and specifically the Bidder's relationship and experience with the proposed solution.	
The Bidder's corporate profile shall clearly demonstrate knowledge and experience in the following areas:	
a) delivery of software solutions, installation and support services to organizations similar in size to the Standards Council of Canada;	Maximum 12 points
b) demonstrated experience in delivery of professional services for the configuration and integration of software solutions to corporate and/or government customers.	Maximum 12 points
<b>Section 1 Sub-total Points Score = 28 points</b>	
<b>Section 2. Reference Projects for Products (maximum 12 points)</b>	
The Bid shall include a description of up to three projects where the proposed software products were deployed to a minimum of 100 concurrent users and include the following key functions: <input type="checkbox"/> customer relationship management <input type="checkbox"/> document management <input type="checkbox"/> reporting <input type="checkbox"/> workflow / collaboration	
The Bidder shall provide a description of up to three relevant reference projects. SCC will rate these reference projects.	
(a) First project	Maximum 4 points
(b) Second project	Maximum 4 points
(c) Third project	Maximum 4 points
<b>Section 2 Sub-total Points Score = 12 points</b>	
<b>Section 3. Reference Projects for Services (maximum 12 points)</b>	
The Bid shall include a description of up to three customer projects where the Bidder should have provided professional services for the installation and deployment of a similar software solution. The Bidder shall also provide a description of the support model in place at the customer reference project, including the performance standards to be met. The Bidder shall provide up to three reference projects. The Bidder may reference projects described in Section 2.	
(a) First project	Maximum 4 points
(b) Second project	Maximum 4 points
(c) Third project	Maximum 4 points
<b>Section 3 Sub-total Points Score = 12 points</b>	
<b>Section 4. Professional Services (maximum 12 points)</b>	
The Bidder shall deliver a high-level description of qualified professional services currently available (at bid solicitation closing date) to SCC for the sourcing of knowledgeable and experienced professional resources specifically for the installation, integration, customization and deployment of proposed solution.	

Professional services include software installation and configuration, application configuration, workflow design and configuration, and reporting.  The Bidder shall list the names of qualified resources and describe the type of the specific skills sets available	Maximum 12 points
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**Section 4 – Sub-total Points Score = 12 points**

**Section 5. Project Management Plan (maximum 12 points)**

The Bidder shall deliver a project plan, including project communications, training and a high-level work breakdown structure (WBS), and schedule identifying the tasks and resources required to complete the project. It shall consist of:

The Bidder shall identify: a) Project Management Plan b) Project Organization c) Preliminary WBS and Schedule d) Risk management Plan e) Resource Plan f) List of Deliverables applicable to the solution g) Quality Plan h) Communications Plan	Maximum 12 points
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**Section 5 Sub-total Points Score = 12 points**

**Section 6. Bidder’s Proposed Support Plan (maximum 16 points)**

The Bidder shall include a description of how support for the Licensed Software will be met during the Contract Period, and the optional periods after deployment.

(a) The Bidder’s proposed Support Plan shall provide a description of their problem reporting and response procedures.	Maximum 4 points
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(b) The Bidder’s proposed Support Plan shall provide a description of the organisational hierarchy and escalation procedures to resolve technical issues.	Maximum 4 points
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(c) The Bidder’s proposed Support Plan shall provide a description of the processes and procedures for the handling of enhancement requests.	Maximum 4 points
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(d) The Bidder’s proposed Support Plan shall provide a description of the Service Level Agreement objectives and guarantees of minimum interruption of services for software upgrades, configuration changes and includes a recovery plan.	Maximum 4 points
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**Section 6 Sub-total Points Score = 16 points**

**Section 7. Bidder’s proposed Installation Plan (maximum 16 points)**

The Bidder shall provide proposed Installation Plans for the Work described in Appendix B.

(a) The Bidder’s proposed Installation Plan shall provide a baseline technical architecture description of the required environment for the successful installation of the solution within SCC’s Technical Environment.	Maximum 8 points
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(b) The Bidder shall provide a complete list of all available product documentation, including but not limited to the following: <input type="checkbox"/> Installation guide <input type="checkbox"/> Technical support manuals <input type="checkbox"/> Technical manuals describing the functionality and implementation of all supplied connectors and APIs <input type="checkbox"/> User help manuals.	Maximum 8 points	
<b>Section 7 Sub-total Points Score = 16 points</b>		
<b>Section 8. Bidder's References (maximum 8 points)</b>		
The Bidder shall provide two references from customers, which have previously implemented the Bidder's solutions, in similar technical environments, using Professional Services.	Maximum 8 points	
<b>Section 8 Sub-total Points Score = 8 points</b>		
<b>TOTAL MAXIMUM SCORE</b>	<b>SECTIONS 1 THROUGH 8</b>	<b>Max. 116 Points</b>
		<b>Passing 82 Points (minimum score 70%)</b>

### Sample Work Plan

The following work breakdown structure by WBS Element is meant as a sample guide for the Bidder's response to the Statement of Requirements.

The Bidder is asked to consider **Figure A-1 - Summary of WBS Elements** - as a starting point when responding with its proposed approach and estimates to meet the proposed solution's Project Management Plan as outlined in section 5 above.

The Bidder's resources and their estimated level of effort are to be provided by WBS Element. The Bidder is also asked to identify key integration steps, activities and milestones where SCC's participation will be required. To assist the Bidder, a summary of activities by WBS Element has been provided as a sample of the type of information that SCC is expecting to receive.

Please refer to **Figure A1 – Summary of WBS Elements and Activities** and **Figure A-2 -Sample Project Management Plan Table of Contents**

The Bidder may make changes as required to reflect their proposed approach. The primary objectives of this requirement are:

- a. Assess and score, as a rated requirement, the Bidder's understanding of the project objectives and their recommended approach and level of effort required to meet the project stated requirements; and
- b. To provide the SCC a point of reference in defining the services requirements for the initial Task Authorization to be issued at the project start up.

**Figure A-1 – Summary of WBS Elements**

<b>PROJECT WORK PLAN SUMMARY OF WBS Elements WBS Element DESCRIPTION</b>
<b>Work Package 1</b> – Project Start up (Planning)
<b>Work Package 2</b> – Requirements Analysis (Definition Phase)
<b>Work Package 3</b> – Design
<b>Work Package 4</b> – Development
<b>Work Package 5</b> – Testing
<b>Work Package 6</b> – Training
<b>Work Package 7</b> – Deployment
<b>Work Package 8</b> – Post Implementation Review
<b>Work Package 9</b> – Close Out and Handover

**Figure A-2 – Sample Project Management Plan - Table of Contents**

The following table of contents outlines a sample format for the Bidder’s Project Management Plan. Please note that the table of contents is only a representative sampling of the type of information that should be contained in the plan.

- 1. Introduction**
- 2. Executive Summary**
  - 2.1. Project Overview
  - 2.2. Scope
  - 2.3. Out of Scope
  - 2.4 Project Deliverables
  - 2.5 Project Management Plan Updates
  - 2.6 Definitions and Acronyms
- 3. Project Organization**
  - 3.1. Organizational Structure
  - 3.2. Organizational Boundaries and Interfaces
  - 3.3. Roles & Responsibilities
- 4. Management Process**
  - 4.1. Assumptions, Dependencies and Constraints
  - 4.2. Risk Management
  - 4.3. Monitoring and Control Mechanisms
  - 4.4. Escalation Procedures
- 5. Work Packages and Schedules**
  - 5.1 Work Packages
  - 5.2 Dependencies
  - 5.3 Schedule
- 6. Project Success Criteria**
  - 6.1 Project Milestones
  - 6.2 Approval Process
  - 6.3 Acceptance Criteria
  - 6.4 Critical Success Factors

## 7. Glossary of Terms

### 4.9.3 Proof of Concept

The Bidders will be evaluated on the technical merits and their ability to implement and deploy their proposed solution. Points will be rated as defined below:

- a. ability to meet the requirements with minimal customization
- b. ease of integration into SCC's technical environment
- c. supportability after deployment
- d. method of implementation, including all phases of the project cycle: design, implementation, testing, deployment, training, communication and support.

<b>Proof of Concept Evaluation Criteria (maximum 230 points)</b>	
The Bidder should provide a technical proof of concept, providing: (a) an explanation of how the proposed solution will integrate into SCC's technical environment and what is required for it to do so (b) the methodologies that will be used by the Bidder to complete the work needed to implement proposed solution successfully within in the SCC technical environment	
The proposed solution must meet the requirements with minimal customization. So that the Bidder can demonstrate their solution SCC will provide use cases which will identify what SCC wants Bidders to demonstrate.	Maximum 150 points
The Bidder must provide an implementation plan that demonstrates that the proposed solution can be deployed into SCC's technical environment without disruption to business activities.	Maximum 30 points
The Bidder must demonstrate their system administration training plan so that SCC's IM/IT staff are capable to maintain the system after deployment	Maximum 20 points
The Bidder should provide a comprehensive project plan and schedule, which outlines a realistic method of implementation and includes all phases of the project cycle: design, implementation, testing, deployment, training, communication and support.	Maximum 30 points
	<b>Maximum 230 points</b>
	<b>Passing 184 points (minimum score 80%)</b>

## ANNEX A

### ABBREVIATIONS & ACRONYMS

API	Application Programming Interface
ASB	Accreditation Services Branch
BI	Business Intelligence
BPM	Business Process Management
CBT	Computer Based Training
CCPB	Communications and Corporate Planning Branch
CEO	Chief Executive Officer
CLF	Common Look and Feel
CMS	Content Management System
CNC/IEC	Canadian National Committee of the IEC
COTS	Commercial-Off-The-Shelf
CPIP	Consumer and Public Interest Panel
CRM	Customer Relationship Management
CSB	Corporate Services Branch
CSEC	Communications Security Establishment
CSR	Central Standards Repository
EDRMS	Enterprise Document and Records Management System
FOB	Free On Board
FTP	File Transfer Protocol
GB	Gigabyte (1,000 Megabytes)
GMT	Greenwich Mean Time
GST	Goods and Services Tax
HST	Harmonized Sales Tax
HTRA	Harmonized Threat Risk Assessment

HTTP	Hypertext Transfer Protocol
ID	Identifier
IE	Internet Explorer
IEC	International Electrotechnical Commission
IM/IT	Information Management / Information Technology
ISO	International Organization for Standardization
JTC	Joint Technical Committee
LDAP	Lightweight Directory Access Protocol
MITIS	Management of IT Security
MOU	Memorandum of Understanding
MS	Microsoft
NCR	Non Conformance Report
NF	Non-functional
NSC	National Standard of Canada
OFI	Opportunity for Improvement
OS	Operating System
PA	Protected A
PB	Protected B
PDF	Portable Data Format
POC	Proof of Concept
PRFS	Point Rated Functional Score
PRMS	Point Rated Management Score
PRTS	Point Rated Total Score
QA	Quality Assurance
RDBMS	Relational Database Management System
REST	Representational State Transfer

RFP	Request for Proposal
ROC	Requisition on Contract
SA&A	Security Assessment and Authorization
SB	Strategy Branch
SCC	Standards Council of Canada
SDK	Software Development Kit
SDO	Standards Development Organization
SFTP	Secure File Transfer Protocol
SOAP	Simple Object Access Protocol
SOR	Statement of Requirements
SQL	Structured Query Language
SSB	Standards Solutions Branch
SSO	Single Sign On
SSL	Secure Socket Layer
TAP	Total Assessed Price
TB	Terabyte (1,000 Gigabytes)
TES	Total Evaluation Score
TTS	Total Technical Score
UI	User Interface
VLAN	Virtual Local Area Network
VM	Virtual Management
VPN	Virtual Private Network
WBS	Work Breakdown Structure
WCAG	Web Content Accessibility Guidelines
WTO	World Trade Organization
XML	Extensible Mark-up Language

**APPENDIX C  
FINANCIAL TEMPLATES**

**List of Deliverables and Services**

**Note to Bidders:**

1. Bidders must bid prices as requested in Tables 1 to 5 inclusively. The Financial Bid should include tables as shown below. Prices are to be included in the Financial Proposal only.
2. Failure to provide all of the completed Tables in the Financial Bid will result in the Bidder's Proposal being declared non-responsive.

**Table 1 – Solution**

1. The Contractor shall be paid a firm lot price for the Base Software and associated licenses comprising the solution which meets the Statement of Requirements in Appendix B. Any Software Maintenance fees for the first year of use of the software and associated licenses is to be included in the price. The price is in Canadian dollars, and is FOB destination, Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable. Payments will be aligned to completion, delivery and SCC acceptance.

2. SCC shall have the right to exercise its option to acquire additional users, as many times as SCC chooses, at any time during the contract period, and any extension thereof.

**Note to Bidder:** With regards to Table #1 only, for the purpose of the bid evaluation only, the price for evaluation will be the total of Item #1, Item #2 and Item #3. Items #4 and #5 will only be used in cases where all bids exceed SCC's budgeted financial resources.

<b>TABLE 1 FIRM LOT/UNIT PRICES FOR THE INITIAL REQUIREMENT</b>				
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>QUANTITY</b>	<b>FIRM LOT/UNIT PRICE</b>
1	For the Base Software of the proposed Standardization Management solution. meeting the requirements as detailed in the Statement of Requirements (SOR).	Computer Software	1	\$
2	For licenses to administer the proposed Standardization Management solution. software meeting all the requirements as detailed in the Statement of Requirements (SOR).	Admin Licenses	5	\$
3	For licenses to use the proposed Standardization Management solution. software	User Licenses	5,000	\$

	meeting all the requirements as detailed in the Statement of Requirements (SOR).			
4	For licenses to use the proposed Standardization Management solution. software meeting all the requirements as detailed in the Statement of Requirements (SOR).	User Licenses	2,500	\$
5	For licenses to use the proposed Standardization Management solution. software meeting all the requirements as detailed in the Statement of Requirements (SOR).	User Licenses	500	\$
<b>TOTAL</b>				<b>\$</b>

**Table 2 – Software Maintenance and Support**

1. The Contractor shall be paid firm annual prices for the Solution maintenance and support services listed below. Prices are in Canadian dollars, and are FOB destination, Canadian Customs duties and excise taxes included, if applicable, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable. Payment streams shall coincide with the beginning of the applicable year. These payments will start effective one year from acceptance of the solution.

<b>TABLE 2 ANNUAL FIRM PRICE FOR MAINTENANCE AND SUPPORT SERVICES FOR THE SOLUTION FOR THE INITIAL CONTRACT PERIOD AND OPTION PERIODS</b>				
<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>PERIOD OF ANNUAL SERVICE</b>	<b>FIRM LOT PRICE</b>
<b>1</b>	For the provision of annual software maintenance and support services for the Solution.	Annual	<b>Option Period 1</b>	\$
<b>2</b>	For the provision of annual software maintenance and support services for the Solution.	Annual	<b>Option Period 2</b>	\$
<b>3</b>	For the provision of annual software maintenance and support services for the Solution.	Annual	<b>Option Period 3</b>	\$
<b>4</b>	For the provision of annual software maintenance and support services for the Solution.	Annual	<b>Option Period 4</b>	\$
<b>5</b>	For the provision of annual software	Annual	<b>Option Period 5</b>	\$



	maintenance and support services for the Solution.			
<b>6</b>	For the provision of annual software maintenance and support services for the Solution.	Annual	<b>Option Period 6</b>	\$
			<b>Total</b>	\$

**Table 3 – Total Price for Professional Services for the Implementation of the Solution**

1. For professional services requested by SCC, in order for the Contractor to implement the solution in SCC's operating environment, on-site at the SCC location, SCC will pay the Contractor, upon implementation, a firm all-inclusive price as set out below, GST/HST extra.

2. Any and all travel and living expenses incurred to perform the implementation will need to be identified in the table below. SCC will not pay for any travel time.

<b>TABLE 3 FIRM TOTAL PRICE FOR PROFESSIONAL SERVICES FOR THE IMPLEMENTATION OF THE SOLUTION</b>		
<b>ITEM NO.</b>	<b>RESOURCE CATEGORY</b>	<b>TOTAL FEES</b>
		<b>Implementation Period</b> Contract award / acceptance to implementation completion
<b>1</b>	Project Manager	\$
<b>2</b>	System / Configuration / Programmer Analyst	\$
<b>3</b>	Business Analyst	\$
<b>4</b>	Trainer/Course Developer	\$
<b>5</b>	Other Resource	\$
<b>6</b>	Travel Costs	\$
	<b>Total</b>	\$

**Table 4 - Prices for Initial Training Courses**

1. For the Initial Training provided the SCC will pay the Contractor, in arrears, an all-inclusive lot price per course, as set out below, GST/HST extra.
2. The prices are for training conducted on-site at the SCC.

<b>TABLE 4                      TRAINING COURSES - FIRM TOTAL PRICE                      FOR THE PROPOSED SOLUTION FOR THE                      INITIAL CONTRACT PERIOD</b>				
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT OF ISSUE	ALL INCLUSIVE LOT PRICE PER TRAINING
				<b>Initial Contract Period</b> (Contract award/acceptance to implementation completion).
1	On-site Initial functional training	100	Trainees	\$
2	On-site Initial Train-the-Trainer training	5	Trainees	\$
3	CBT (Computer-based training)	1	Module	\$
<b>Total</b>				

**Table 5 –Total Price for Professional Services on an “As and When” Requested Basis For Contractual Purposes Only,**

1. For professional services requested by SCC, in accordance with an approved Statement of Work (SOW), SCC will pay the Contractor, monthly in arrears, for actual time worked in accordance with the firm all-inclusive per diem rates set out below, on-site at the SCC), GST/HST extra. Partial days will be prorated based on actual hours worked based on an eight (8) hour workday. SCC will not pay overtime above this defined workday.
2. Any authorized travel and living expenses incurred to perform any authorized work outside the NCR, will be reimbursed in accordance with the terms of the Contract. SCC will not pay for any travel time.

**Note to Bidder:** With regards to Table #5 only, the per diem rates posted will be used only for contractual purposes. Table #5 will not be used for bid evaluation purposes.

<b>TABLE 5</b> <b>FIRM PER DIEM RATE FOR PROFESSIONAL SERVICES</b> <b>FOR THE PROPOSED SOLUTION FOR THE INITIAL CONTRACT PERIOD AND OPTION PERIODS</b>			
ITEM NO.	RESOURCE CATEGORY	FIRM PER DIEM RATE	
<b>Contract Period</b>		<b>Contract award/ acceptance to March 31, 2023.</b>	
<b>1</b>	Project Manager	\$	
<b>2</b>	System / Configuration / Programmer Analyst	\$	
<b>3</b>	Business Analyst	\$	
<b>4</b>	Trainer/Course Developer	\$	

## APPENDIX D SAMPLE SCC SERVICES AGREEMENT



Standards Council of Canada  
Conseil canadien des normes

### SOFTWARE LICENSE AND SERVICES AGREEMENT No. XXXX-XX

This Software License and Services Agreement ("**Agreement**") is entered into and effective this XX day of \* 20\* (the "**Effective Date**") between the Standards Council of Canada, a corporation incorporated and established under the Standards Council of Canada Act ("SCC"), and (Company Name) located at (Street Address), (City, Prov./State), (Postal/Zip Code), (Country) a corporation incorporated under the laws of \* ("**Supplier**").

#### RECITALS

Supplier owns and licenses proprietary software identified in Appendix A.1. Supplier and SCC desire to enter into this agreement under which SCC will acquire the right to use Supplier's software and receive certain design, development, training, implementation, maintenance and support services.

#### AGREEMENT

NOW, THEREFORE, in consideration of the agreements, conditions and covenants set forth below, the parties agree as follows:

##### 1. Definitions

**1.1. General** As used in this Agreement, the following terms shall have the following meanings, unless the context otherwise requires. Certain other terms are defined elsewhere in this Agreement.

**"Base Software"** means each computer program and associated code owned by Supplier that are provided to SCC under this Agreement as specified in the Product Exhibit (Appendix A.1), prior to any and all Updates, New Releases or Modifications that are provided under this Agreement.

**"Code"** means all computer programming code (including Object Code and Source Code) unless otherwise specified, as modified or enhanced from time to time, including, without limitation, (a) all interfaces, navigational devices, menus, menu structures or arrangements, and icons; (b) help, operational instructions, scripts (including, without limitation, any Java code, HTML, Active X server pages, or application program interfaces), commands, syntax; and (c) the literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access or otherwise affect content or information.

**"Confidential Information"** means all data and information, whether accessed electronically or otherwise, of a confidential or proprietary nature of the parties hereto, including the Software and Documentation provided to SCC pursuant to this Agreement, trade secrets, functional and technical specifications, designs, drawings, translations, analysis, research, processes, computer programs, beta versions, algorithms, methods, ideas, "know how," and other technical information, sales and marketing research, materials, plans, projects, and other business information, accounting and financial information, personnel records, other information concerning the products, services and business of the parties, and information



concerning third-party suppliers or customers of the parties. Subject to the provisions of Section 11, information shall be considered to be Confidential Information: (a) if marked as such; (b) if the disclosing party orally or in writing has advised the receiving party of the confidential nature of the information; or (c) if, due to its character or nature, reasonable people in a like position and under like circumstances would treat it as confidential.

**"Critical Error"** means a verifiable and reproducible failure of the Software (a) that renders such software inoperable, (b) which does not conform to the Specifications, or (c) that causes substantially incorrect results or functions that materially interfere with the commercial use of such software. A "Critical Error" does not include a "Minor Error".

**"Deliverables"** means all materials, services or work product prepared for and submitted to SCC hereunder by the Supplier or its agents or employees from time to time in the performance of the Services or pursuant to Appendix A.

**"Documentation"** means user guides, manuals, bulletins and product literature supplied by Supplier concerning installation, operation, and use of the Software. Unless otherwise agreed by the parties, all Documentation will be provided in both the English and French languages.

**"Intellectual Property Rights"** means all the intellectual property, industrial and other proprietary rights, protected or protectable, under the laws of the Canada or the United States, any foreign country, or any political subdivision thereof, including, without limitation, (a) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers; (b) copyrights, moral rights (including rights of attribution and rights of integrity); (c) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, trade secrets, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice; (d) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof; and (e) all goodwill associated therewith and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (a) through (d) above.

**"License Extension"** means any amendment to this Agreement to authorize additional uses or copies, to add or license additional software program(s) or otherwise modify any of the terms of the Product Exhibit.

**"Licensed Facility"** means the facility selected by SCC to host the Permitted Computer(s) and Software as set forth in the Product Exhibit (See Appendix A.1).

**"Licensed Materials"** means collectively the Software, the User Documentation and the Documentation.

**"Minor Error"** means a verifiable and reproducible failure of the Software to conform to the Documentation but which does not materially interfere with the commercial use and operation of the Software.

**"Modification(s)"** means any Code, modifications, enhancements, improvements, customizations, add-ons, supplements, or new functionality added to the Software created by Supplier on behalf of SCC under this Agreement.





**"New Release"** means any substantive revision to the Software that materially enhances the Software and is not designated by Supplier, in its sole discretion, to be an Update.

**"Object Code"** means the executable, binary and/or byte code form of Code that is contained in a medium that permits it to be loaded into and executed on a computer system, but which is not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

**"Parties"** means, collectively, SCC and the Supplier and **"Party"** means anyone of them.

**"Permitted Computer"** means a computer or computers on which the Software may be installed as described in the Product Exhibit.

**"Product Exhibit"** means the descriptions of the Software, Documentation, User Documentation, Specifications, and Schedule governing the use and deployment of the Software under this Agreement. The Product Exhibit applicable to the parties as of the Effective Date is attached hereto as Appendix A.1. To be effective, any modifications to the Product Exhibit must be in writing, reference this Agreement and be executed by each of the parties. The Product Exhibit attached hereto is hereby incorporated by reference to this Agreement. In the event of any inconsistency between the terms of this Agreement and a Product Exhibit, the terms of the Product Exhibit shall control.

**"Schedule"** means the implementation schedule set forth in Appendix A.1.

**"Services"** means the services provided under Section 3.1, Support provided under Section 4.1, any development services provided under Section 4.2, and any training services provided under Section 4.3.

**"Software"** means each computer program and associated Code owned by Supplier that are provided to SCC under this Agreement as specified in the Product Exhibit. Software includes any Updates, New Releases or Modifications that are provided under this Agreement. For greater certainty, Software shall mean and include the Software as designed and customized through the provision of the Services to be provided by the Supplier and set forth in Appendix A, which Software shall meet or exceed the Specifications set forth in Appendix A.1.

**"Source Code"** means the human readable version of a software program that requires compilation or other manipulations before it can be executed by a computer and all corresponding source documentation, including application programming interface specifications, release notes and build procedures.

**"Specifications"** shall mean the requirements for Software or the development of a Modification as set forth in this Agreement, the Documentation, and User Documentation, including operational and functional capabilities and performance requirements. For purposes of a Modification, Specifications shall mean any requirements contained in the applicable Statement of Work (see Appendix A.2) and incorporated technical documentation.



**"Statement of Work"** means the work statement executed by the parties for the one-time development of a Modification to the Licensed Materials, including Training and Implementation, as detailed in Appendix A.2.

**"Support"** means the maintenance and support services provided by Supplier to SCC pursuant to Section 4.1 and Appendix C.

**"Third-Party Materials"** means any Code, content, or materials in which a third party has an ownership interest or holds Intellectual Property Rights and identified as such in Appendix A.1. Third-Party Materials also includes freeware, shareware or any open source Code.

**"Update"** means a change to the Software that is packaged and released by the Supplier in the form of a patch, bug fix, or a point release to the version of the Software then licensed by SCC under this Agreement. Updates shall not generally include new User functionality.

**"Useful Life"** is period of time for which SCC can utilize the Licensed Materials for a useful purpose, deemed to be a sixty (60) month period calculated and commencing on the successful implementation and acceptance date of Phase 1 Deliverables as detailed in Appendix A.

**"User"** means an employee or agent of SCC who is authorized to access and use the Software (as applicable).

**"User Documentation"** means user guides supplied by Supplier concerning installation, operation, and use of the Software by Users.

**1.2. Conventions** In this Agreement, the singular includes the plural and the plural the singular; the terms "including" and "include" shall mean "including but not limited to"; and references to a "Section" shall mean a section of this Agreement, unless otherwise expressly stated.

## 2. Licenses

**2.1 Grant** Supplier hereby grants to SCC a perpetual, irrevocable (except as provided in Sections 10.1.2 and 12.3a), non-transferable (except as provided in Section 14.2), non-exclusive license to:

- (a) install and use the Software for SCC's business purposes in accordance with the license type and restrictions in Appendix A.1.
- (b) use, reproduce, and distribute the Documentation, User Documentation to Users as necessary to enable Users to use the Software for purposes consistent with this Agreement.

### 2.2 Restrictions

**2.2.1 No Reverse Engineering** Except as expressly permitted by this Agreement or the Documentation, SCC shall not alter, modify or adapt the Software in any way including decompiling, disassembling, reverse engineering or creating derivative works for the purposes of discovering or deriving the Source Code of the Software.

**2.2.2 Limited Copies** SCC may make copies of the Software as necessary to install and use such software in accordance with the licenses granted in Section 2.1. SCC may not use more than the number of copies that it has



licensed. Further, SCC may make a reasonable number of copies of the Software for emergency, archival or backup purposes; provided that, any copies are subject to the terms of this Agreement. Except as expressly provided in this Agreement, SCC shall not copy, relocate, move, sublicense, rent, timeshare, act as a service bureau, loan and lease or otherwise distribute the Licensed Materials.

**2.2.3 Notices** SCC will (a) respect all confidentiality notices or legends placed upon the Licensed Materials; (b) not conceal from view or remove any copyright, trademark or confidentiality notices placed on the Licensed Materials; and (c) reproduce all copyright, trademark or confidentiality notices on (i) all copies or modules of the Software and (ii) all copies of or excerpts from the Documentation and User Documentation made by SCC as permitted hereunder.

### 2.3 Third-Party Materials

For any Third-Party Materials embedded, compiled, or incorporated in the Licensed Materials or otherwise delivered to SCC under this Agreement, Supplier hereby grants to SCC rights equivalent to the rights granted in the Licensed Materials pursuant to Section 2.1. If Supplier does not own or otherwise have the power to grant rights in such Third-Party Materials, Supplier shall procure, at Supplier's expense, for SCC the right to use the Third-Party Materials to the extent necessary to make use of the Licensed Materials as contemplated under this Agreement.

**2.4 License Extensions** Unless the parties agree otherwise in a writing signed by both parties, all License Extensions shall be deemed to be amendments of this Agreement.

## 3. Services, Delivery and Acceptance

**3.1 Services** The Supplier shall, in respect of the software to be initially supplied by the Supplier as identified in Appendix A.1, provide the consultation, analysis, design, development, customization, implementation and testing Services and other deliverables described and identified in Appendix A.2, in the manner and following the processes, procedures and timelines identified therein.

**3.2 Delivery and Implementation** Supplier shall deliver the Licensed Materials in accordance with the Schedule in Appendix A.1. At SCC's request and Supplier's expense, Supplier shall install the Software on any Permitted Computer or other equipment designated by SCC. Supplier shall be responsible for configuring and troubleshooting the Software to properly operate on the Permitted Computers. Upon completion of the installation, Supplier shall provide a written certification to SCC.

### 3.3 Acceptance Process

#### 3.3.1 Acceptance

**Base Software** During the Base Software Trial Period (defined below), SCC will review and evaluate the Base Software to determine whether they meet SCC's needs and operate compatibly with SCC's other software programs and systems. If SCC does not reject the Base Software during the Base Software Trial Period, then the Base Software will be deemed accepted.





“Base Software Trial Period” refers to the fifteen (15) business days immediately following SCC’s receipt of the Base Software, subject to extension as provided below in the event of problems with the installation of the Base Software. For purposes of this paragraph, “successful installation” shall mean installation of the Base Software so that it is fully operable, without Critical Error. If, following reasonable efforts by SCC, including the assistance and support of the Supplier, successful installation is not achieved within fifteen (15) business days of SCC’s receipt of the Base Software, SCC may reject the Base Software and terminate the Agreement as per Section 12.2.

**Software** Post acceptance of the Base Software, the Supplier will proceed to deliver the Licensed Materials. SCC, upon receipt of the Licensed Materials, will run User Acceptance Tests (UATs), as detailed and in accordance with the timelines reflected in the Implementation Plan (see Appendix A.1). During User Acceptance Testing SCC will review and evaluate the Licensed Materials to determine whether they meet SCC’s Software Specifications (see Appendix A.1, Section 6). If the Licensed Materials meet SCC’s Software Specifications, SCC will deem the Software as accepted and provide notice to the supplier in writing.

**Deliverable Acceptance** For the purposes of this Agreement, the non-software Deliverables shall be deemed to have been completed and accepted by SCC only when SCC, in its discretion, shall have been satisfied that such Deliverables have been performed and otherwise comply with this Agreement, including that the Deliverables have been completed in accordance with the good workmanship required hereunder to the sole and reasonable satisfaction of SCC. Promptly after or during the performance of the acceptance, within ten (10) business days of receipt of the Deliverables (“Acceptance Period”), SCC will notify the Supplier in writing of any deficiencies it finds. The Supplier will be given ten (10) business days to either, at SCC’s sole option and discretion, to a) correct the deficiencies or b) propose a resolution plan to SCC’s satisfaction (which shall include the timeline for such proposed resolution), at no additional charge to SCC. After the Supplier has completed its corrective efforts, within the ten (10) business day period or as set forth in the resolution plan, as the case may be, SCC will have an additional Acceptance Period to verify if there are any deficiencies (including those that have been corrected). The Deliverable is considered to be accepted by SCC upon notification to the Supplier. Where the deliverable is not accepted by SCC, SCC may, in its sole discretion require Supplier to rectify such Deliverable at no additional charge. If Supplier is unable to or fails to rectify such failure, SCC may on notice to Supplier: (a) accept all or any part of the Deliverables as the case may be, with an appropriate reduction in cost to SCC reflective of such failure as mutually agreed by the Parties; or (b) reject the Deliverable and terminate the Agreement. Upon termination of this Agreement, SCC will return the applicable Deliverable to the Supplier (or certify it has been destroyed) and the provisions of section 12.3 shall apply.



**3.3.2 Rejection and Cure** If SCC, in its sole discretion is not satisfied with the Base Software during the Base Software Trial Period, it may reject the Base Software, terminate the Agreement and be discharged of any obligation to pay Supplier. The right to cure and cure periods in Section 12 will not apply to any such termination. If SCC rejects the Base Software, Supplier shall refund in full any fees paid by SCC within fifteen (15) business days, and SCC will promptly remove copies of the Base Software from all computers operated by SCC.

If SCC, acting reasonably, in its sole discretion, is not satisfied with the Software after User Acceptance Testing, it may reject the Software, provide written notice to the Supplier, detailing the reasons for the non-acceptance and a description of the errors or problems. The Supplier will be given ten (10) business days to either a) resolve all outstanding issues or b) propose a resolution plan to SCC's satisfaction. If after the Supplier's attempt to complete either a) or b), SCC is unable to accept the Software, SCC can provide written notice to the Supplier, terminating the Agreement, and the provisions of section 12.3 shall apply.

**3.3.3 Critical Error After Acceptance** If any Critical Error occurs after acceptance, the Supplier shall be obligated to provide a resolution as per Appendix C. The right to cure and cure periods in Section 12 will not apply to any such termination. In the event of such a termination, the provisions of section 12.3 shall apply.

#### **4. Additional Services and Obligations of Supplier**

**4.1 Support** Supplier shall provide Support to SCC in accordance with the terms of Appendix C.

**4.2 Modifications** SCC may request, or Supplier may propose, that development work be performed by Supplier to create additional Modifications to the Licensed Materials for SCC. As a request or as a proposal, an additional "Statement of Work" will be created substantially in the form attached as Appendix A.2, and shall become effective upon execution by authorized officials of both parties. The development of all Modifications under this Section 4.2 must be specifically authorized in advance pursuant to a mutually agreed written Statement of Work. Each additional Statement of Work shall incorporate by reference, and be governed by, the terms set forth in this Agreement, unless otherwise agreed between the parties. To the extent any Modification is made under this Agreement, SCC shall have all the same rights and privileges to such Modifications as are afforded to the Software under this Agreement. Supplier shall not distribute the Modifications to or use the Modifications for the benefit of any other party unless it first agrees to pay the SCC a reasonable royalty, pursuant to such other reasonable terms as the parties may agree.

**4.3 Training** Supplier shall provide the training in accordance with the terms and conditions of Appendix A.1.

**4.4 Source Code Escrow** Supplier shall place the Licensed Materials and any Modifications (including any Updates or New Releases) into a source code escrow for the benefit of SCC in accordance with the terms and conditions of Appendix B.



**4.5 Project Managers** Both Supplier and SCC will designate and maintain a "Project Manager" for purposes of facilitating and coordinating communications and decisions relating to this Agreement, including for invoicing purposes. The Project Manager of a party may be changed by that party at any time with written notice to the other party. For the purposes of this Agreement, unless changes in accordance with this Section, the Project Managers shall be as follows:

**Standards Council of Canada**

Attention: XXXXXXXX

Suite 600

55 Metcalfe Street

Ottawa ON K2P6L5

**Supplier Name**

XXXXXXXXXXXXXXXXXXXX

**5. SCC Obligations**

**5.1 Technical Requirements** Unless otherwise specified in Appendix A, SCC shall provide, operate and maintain the proper operating environment necessary to operate the Software.

**5.2 Telecommunications** SCC shall provide all necessary transmission capacity, telecommunications and Internet connectivity to properly operate and maintain the Software at SCC's facilities.

**6. Consideration and Payment**

**6.1 Invoicing and Payment Terms** SCC shall pay Supplier for the License Fees and other amounts identified in Appendix D. Unless otherwise specified in Appendix D, (a) SCC shall have no obligation to pay any fees associated with the Licensed Materials or Modifications until SCC has accepted such materials pursuant to Section 3. Supplier shall invoice SCC for all License Fees, pre-approved expenses incurred, and other amounts properly due and payable by SCC in accordance with Appendix D. SCC shall pay the entire amount then due within thirty (30) days of the invoice date. All fees and payments shall be in Canadian currency, unless otherwise expressly agreed by the parties in writing.

**6.2 Taxes** The parties to this Agreement shall pay all applicable federal, provincial and local taxes and other national, provincial or local taxes, or other tariffs of any jurisdiction in which one of the parties to this Agreement resides or is otherwise subject. Each Party shall bear responsibility for payment of any taxes applicable to its own income.





**6.3 Most Favored Pricing** SCC may obtain License Extensions at any time by paying Supplier's then current fee. Supplier shall guarantee its price quotes for License Extensions for at least eighteen (18) months.

**6.4 Own Costs** Except as expressly provided in this Agreement, each party shall be responsible for all costs, expenses, or losses incurred by it in connection with the negotiation, execution and performance of this Agreement.

## 7. Intellectual Property Rights

**7.1 Reservation** Except for the license grants in Section 2.1 of this Agreement, Supplier and its licensors retain all right, title and interest in and to the Licensed Materials, Modifications, and all related materials and all Intellectual Property Rights related thereto and, nothing contained in this Agreement shall be deemed to grant either directly or by implication, estoppel, or otherwise, any other right, interest or license to or under any Intellectual Property Rights of Supplier. SCC shall not take any action that jeopardizes, limits or interferes with Supplier's ownership of and rights with respect to the Licensed Materials.

**7.2 Modifications** SCC shall retain all right, title and interest to any technology, software, and Code that it independently develops and is first conceived or first reduced to practice by SCC prior to or during the Term of this Agreement ("**SCC Materials**"); provided that, SCC Materials created during the Term do not incorporate, are not copies, or do not constitute derivative works of or to the Licensed Materials. Supplier shall retain all right, title and interest to any Code or materials that constitute a derivative work of the Licensed Materials, and SCC shall have the right to use such Code or materials pursuant to the terms of this Agreement. Notwithstanding anything to the contrary, if Supplier seeks to commercially exploit SCC Materials, Supplier shall seek SCC's consent and pay SCC a mutually agreed fee for such commercial use

**7.3 Joint Works** The parties shall have an equal, undivided right, title and interest in and to any "Joint Work" developed under this Agreement without any obligation of accounting to the other party. The Parties will mutually execute such documents to document such joint ownership and protect the joint Intellectual Property Rights in such Joint Work. Any and all such Joint Works would require an amendment to this Agreement, or a separate agreement to be created.

## 8. Representations, Warranties and Disclaimers

**8.1 Supplier's General Representations and Warranties** Supplier hereby represents and warrants to SCC that:

(a) **Authority; No Conflict** Supplier has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized. This Agreement does not violate any law or breach any other Agreement to which Supplier is a party or is bound. The Licensed Materials and any Modification will be provided free and clear of defects in title, all liens, restrictions, reservations, encumbrances, and security interests of all kinds;

(b) **No Infringement** The Licensed Materials and any Modifications are the original work of Supplier and do not infringe or will not infringe the Intellectual Property Rights of any third party. Supplier has sufficient right, title, and



interest in and to all Intellectual Property Rights and other proprietary rights relating to the Licensed Materials and any Modifications (including any Third-Party Materials embedded, compiled, or incorporated therein) to enter into and perform under this Agreement and to grant the rights and licenses in this Agreement; and

- (c) **No Harmful Components** The Licensed Materials do not contain any program, routine, device or other undisclosed feature, including without limitation, a so-called time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse or trap or back door, or other harmful device which is designed to delete, disable, deactivate, provide unauthorized access, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications.

## 8.2 Supplier's Performance Warranties

**8.2.1 General** Supplier represents and warrants that:

- (a) Supplier's services to SCC in connection with the Software shall satisfy the standards of care, skill and diligence ordinarily performed by professionals in the performance of similar services. Supplier shall enforce strict discipline and good order among its employees and other persons performing services for SCC, and
- (b) For so long as the Supplier provides Support in accordance with and subject to the terms of this Agreement (the "**Warranty Period**"), (i) the Licensed Materials and Modifications will function properly when properly installed and under ordinary use without Critical Errors and will perform substantially in accordance with the Specifications; (ii) and the media on which the Licensed Materials and Modifications are delivered will be free from material defects in design, workmanship and materials.

**8.3 Remedies** SCC will provide written notice to the Supplier during the Warranty Period of any material breach of the warranties in Section 8.2.1 by Supplier ("**Defect Notice**"). Supplier shall re-perform the Services or repair or replace the Licensed Materials or Modification so that it complies with the applicable warranty. If Supplier is not able, within ten (10) business days of Defect Notice, to re-perform the Services or repair or replace the Licensed Materials or Modification or propose a resolution plan (which shall include the timeline for such proposed resolution) to SCC's sole satisfaction, SCC may terminate this Agreement and Supplier shall be subject to refund to SCC as per provisions of section 12.3. Supplier shall use commercially reasonable efforts to correct any Minor Errors discovered after acceptance and during the Warranty Period as part of an Update or New Release issued by Supplier generally to its customers in the ordinary course of business.

**8.4 SCC's Representations and Warranties** SCC represents and warrants to Supplier that: (a) SCC has full power and authority to enter in and perform this Agreement; (b) the execution and delivery of this Agreement has been duly authorized; and (c) this Agreement does not violate any law or breach any other Agreement to which SCC is a party or is bound.

**8.5 Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, CONDITIONS, CLAIMS OR



REPRESENTATIONS MADE BY SUPPLIER, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE LICENSED MATERIALS, INCLUDING, WITHOUT LIMITATION, IMPLIED CONDITIONS OR WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

## 9. Limitation of Liability

EXCEPT FOR LIABILITIES ARISING OUT OF (A) A PARTY'S GROSS OR WILLFUL MISCONDUCT, (B) A BREACH OF THE CONFIDENTIALITY OBLIGATIONS OF THIS AGREEMENT, OR (C) THE INDEMNIFICATION OBLIGATION IN SECTION 10:

9.1 NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST DATA, REPLACEMENT GOODS, OR INTERRUPTION OF USE OF THE LICENSED MATERIALS, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY THEREOF; and

9.2. IN NO EVENT SHALL EITHER PARTY'S' TOTAL LIABILITY EXCEED \$500,000.

## 10. Indemnification

### 10.1 Supplier's Indemnity

**10.1.1. General** Supplier will hold harmless, defend and indemnify SCC and its employees, directors and representatives against any and all claims, actions, proceedings and suits and any and all liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by SCC, arising out of or relating to:

(a) Any actual or alleged infringement or misappropriation of the Intellectual Property Rights of any person whomsoever by the Licensed Materials or any Modification;

(b) Any actual or alleged violation of any law, statute or ordinance or any administrative order, rule or regulation relating to the Licensed Materials or any Modifications or to SCC's exercise of its rights under this Agreement; and

(c) Any act, activity or omission of Supplier, or any of its employees, representatives or agents, including activities on SCC's premises and the use of any vehicle, equipment, fixture or material of Supplier in connection with any service or right provided by Supplier under this Agreement.

This Section 10.1.1 shall not apply in the event SCC modifies the Software without the prior written approval or consent of the Supplier.





**10.1.2 Infringement Remedy** Should the Licensed Materials or any Modification become, or in Supplier's opinion be likely to become, the subject of a claim of infringement, Supplier shall, at Supplier's election and expense, (a) obtain for SCC the right to continue using such Licensed Materials or Modification, pursuant to the terms and conditions of this Agreement, or (b) replace or modify such Licensed Materials or Modification so that it becomes non-infringing but functionally equivalent. If neither (a) nor (b) is commercially feasible, Supplier may terminate this Agreement. In the event of such termination, Supplier shall, in addition to its other obligations under this Agreement, refund to SCC the pro-rata portion of the full amount of all fees paid hereunder, including all license fees and fees associated with Support and training, based on the unused portion of the Useful Life.

**10.2 Indemnity Process** In the event of an indemnified claim under Sections 10.1, the parties shall comply with the following: (a) the indemnified party shall provide to the indemnifying party written notice of any such claim within ten (10) days after indemnified party's receipt of notice of such claim; (b) the indemnified party shall grant to the indemnifying party, and the indemnifying party will have, the exclusive right to defend any such claim and make settlements thereof at the indemnifying party's own discretion; (c) the indemnified party shall not settle or compromise such claim, except with prior written consent of the indemnifying party; and (d) the indemnified party shall give, at the indemnifying party's expense, such assistance and information as the indemnifying party may reasonably require to settle or oppose such claims. The indemnified party may, however, participate in the defense or settlement of such claim at its own expense and with its own choice of counsel.

## 11. Confidentiality

**11.1 General** Each party agrees, both during and after the term of this Agreement, to hold the Confidential Information of the other party in the strictest confidence and not to disclose such Confidential Information to any third party. Each party shall, however, be permitted to disclose relevant aspects of such Confidential Information to its officers, employees, attorneys, agents, contractors, accountants, auditors or a federal or state government agency, on a need-to-know basis, provided that each such party has undertaken to protect the Confidential Information to the same extent as required under this Agreement and, where required, has executed a confidentiality agreement containing terms and conditions which are consistent with the terms set forth herein. Each party shall give the other party notice immediately upon learning of any unauthorized use or disclosure of Confidential Information.

**11.2 Exceptions** The obligations set forth in this Section 11 do not apply if and to the extent the party receiving Confidential Information ("**Receiving Party**") establishes that:

- (a) the information disclosed to the Receiving Party was already known to the Receiving Party, without obligation to keep it confidential;
- (b) the Receiving Party received the information in good faith from a third party lawfully in possession thereof without obligation to keep such information confidential;



- (c) the information was publicly known at the time of its receipt by the Receiving Party or has become publicly known other than by a breach of this Agreement;
- (d) the information is independently developed by the Receiving Party without use of the other Party's Confidential Information; or
- (e) the information is required to be disclosed by applicable statute or regulation or by judicial or administrative process;

provided that, in the case of (a) through (e) above, such circumstances are demonstrated with written evidence thereof and that, in the case of (e) above, the Receiving Party will use reasonable efforts under the circumstances to notify the other party of such requirements so as to provide such party the opportunity to obtain such protective orders or other relief as the compelling court or other entity may grant.

## 12. Term and Termination

**12.1 Term** This Agreement will continue in full force and effect until March 31<sup>st</sup>, 2021, or as terminated by either party as provided by this Agreement, except for the license granted under section 2.1. SCC may terminate this Agreement at any time upon one hundred and eighty (180) days prior written notice.

**12.2 Termination For Default** Either party may terminate this Agreement due to default by the other party (the "**Defaulting Party**") by written notice to the Defaulting Party at any time on any of and in accordance with the following grounds:

**12.2.1 Breach** The Defaulting Party defaults in the performance of, or fails to perform, any of the material obligations of this Agreement, and such default is not remedied within thirty (30) days after written notice from the non-defaulting party or such other period if mutually agreed to in writing by the parties, ("**Default Notice**"), then the non-defaulting party shall have the right (a) to terminate this Agreement by giving written notice to the defaulting party and/or (b) to avail itself of any and all other rights and remedies to which it may be entitled by law or equity.

**12.2.2 Successive Defaults** On the third material default by the Defaulting Party within any six (6) month period during which two previous material defaults by the Defaulting Party occurred pursuant to Section 12.2.1 (regardless of whether the previous defaults were cured, and without affording the Defaulting Party any additional time to cure the third default).

**12.3 Effect of Termination** a) Upon termination for default of this Agreement pursuant to Section 12.2, the licenses granted herein to SCC will expire and SCC will not be entitled to continue to use the Software. If SCC has terminated this Agreement as a result of Supplier's default as per section 12.2, and (i) if the default occurs during Phase 1 (as defined in Appendix A), the Supplier shall promptly refund the full amount of any and all fees paid by SCC as of the time of the termination of the Agreement (as per Appendix D and SCC's financial records); or (ii) if the default occurs after Phase 1, the Supplier shall promptly refund the pro-rata portion of the full amount of any and all fees paid by SCC as of the time of termination of the Agreement (as per Appendix D.1, D.2 and D.4





and SCC's financial records), based on the unused portion of the Useful Life plus the unused portion of the then current year's Support fees paid by SCC (as per Appendix D.3 and SCC's financial records). b) Upon termination for convenience (Section 12.1) or expiration of this Agreement, the licenses granted to and paid by SCC shall continue, and SCC shall be entitled to continue to use the Software, notwithstanding the termination of this Agreement. Upon termination for convenience, SCC will be obligated to make all payments due and applicable during the notice period. The parties will return, or certify the destruction of, all materials, provided by the other party to such party (except to the extent necessary or required to give effect to this section). The following Sections will survive termination of this Agreement: 1 ("Definitions"), 2 ("License"), Appendix B ("Source Code Escrow"), 7 ("Intellectual Property Rights"), 8 ("Representations, Warranties & Disclaimers"), 9 ("Limitation of Liability"), 10 ("Indemnification"), 11 ("Confidentiality"), 12.3 ("Effect of Termination"), 13 ("Insurance"), and 14 ("General Provisions").

### 13. Insurance

**13.1 Required Coverages** During the term of this Agreement and for a period of three (3) years thereafter, Supplier shall obtain and maintain, at its expense, a policy or policies of:

- (a) Commercial General Liability (including products and completed operations, personal and advertising injury, intellectual property infringement and contractual liability coverage), with a minimum of \$2,000,000 General Aggregate limit; and \$1,000,000 each occurrence, written on an occurrence form;
- (b) If Supplier employees enter SCC premises, Workers' Compensation Insurance with statutory limits and Employers' Liability insurance with minimum limits of \$1,000,000; and
- (c) Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of this Agreement. Such insurance will bear a combined single limit per occurrence of not less than \$2,000,000.

**13.2 Notice of Changes** Policy limits may not be reduced or terms changed. In the event Supplier renews coverage at the end of a policy period with a different carrier, Supplier will ensure that SCC requirements are maintained on the replacement policy. Supplier shall ensure that any of its agents, representatives, subcontractors, and independent contractors comply with the above insurance requirements. Coverage and limits referred to above shall not in any way limit the liability of Supplier.

### 14. General Provisions

**14.1 No Third Party Beneficiaries** This Agreement is solely for the benefit of the parties hereto, and nothing in this Agreement will be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement.



- 14.2 Assignment** Neither of the parties hereto may sell, transfer, assign or otherwise dispose of any of its rights or obligations under this Agreement to any other person, without the express written consent of the other party and any merger, sale of assets or similar transaction shall be deemed an assignment hereunder. Subject to the provisions of this Section, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.
- 14.3 No Publicity** Supplier shall not, without the prior written consent of SCC, which shall not be unreasonably withheld, refer to SCC in any manner in press releases, advertising or other public or promotional statements or otherwise disclose the fact that SCC is authorized to use the Licensed Materials or any Modification.
- 14.4 Notices** Unless otherwise agreed by the parties, all notices required under this Agreement will be deemed effective when received and made in writing by either (a) personal delivery, (b) internationally recognized courier, or (c) certified mail, return receipt requested, at the following addresses:

**For Supplier:**

XXXXXXXXXX

**For the Standards Council of Canada:**

Attention:  
Jen Fowler  
Contracting Authority  
Suite 600 - 55 Metcalfe Street  
Ottawa ON K2P 6L5

- 14.5 Remedies** Remedies are cumulative and will apply even if found to have failed of their essential purpose.
- 14.6 Injunctive Relief** It is understood and agreed by each of the parties that a breach of the provisions of this Agreement by the other party may cause irreparable damage for which recovery of monetary damages would be inadequate and that the non-breaching party may seek injunctive relief or other equitable relief to protect its Confidential Information, Intellectual Property Rights and other rights under this Agreement, in addition to any and all remedies available at law.
- 14.7 Governing Law; Venue** The parties agree that this Agreement will be governed by the laws of the Province of Ontario and the federal laws applicable therein without regard to its conflicts of laws principles. For resolution of any disputes arising out of this Agreement, the parties hereby consent to the exclusive



jurisdiction of the courts located in Ottawa, in the Province of Ontario. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

- 14.8 Severability** If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, (a) the remaining terms and provisions of this Agreement will be unimpaired, and (b) the invalid term or provision will be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.
- 14.9 No Waiver; Amendments** This Agreement may not be amended except by a subsequently dated written instrument signed on behalf of both parties by a duly authorized person. No waiver of any term or condition is valid unless it is in writing and signed by a duly authorized person of the party charged with the waiver. A valid waiver is limited to the specific situation for which it was given.
- 14.10 No Agency; Independent Contractors** Neither party shall, for any purpose, be deemed to be an agent of the other party. The relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.
- 14.11 Counterparts** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one and the same agreement. This Agreement may be executed by facsimile, which shall be deemed an original.
- 14.12 Entire Agreement** This Agreement, together with any License Extension, attachments, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede in all respects all prior or contemporaneous proposals, negotiations, conversations, discussions and agreements between the parties concerning the Licensed Materials and any Modification, including any shrink wrap or click wrap agreements accompanying such materials.

*[End of Page Intentionally Left Blank]*



IN WITNESS WHEREOF, SCC and Supplier have caused this Agreement to be signed and delivered by their duly authorized representatives, all as of the date first written above.

**FOR THE SUPPLIER:**

\_\_\_\_\_  
**Address:**

**Date:**

**FOR THE SCC:**

\_\_\_\_\_  
**Nancy Beerkens**  
**A/ Chief Financial Officer**

**Address:**  
**55 Metcalfe Street, Suite 600**  
**Ottawa, ON K1P 6L5**

**Date:**

\_\_\_\_\_  
**John Walter**  
**Chief Executive Officer**

**Date:**

c.c. Supplier  
Accounts Payable  
Corporate Administration