



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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

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

Title - Sujet Quality Management Software	
Solicitation No. - N° de l'invitation 39903-170873/A	Date 2017-05-31
Client Reference No. - N° de référence du client 39903-170873	
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-140-31565	
File No. - N° de dossier 140xl.39903-170873	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-07-11	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Egan, Tara	Buyer Id - Id de l'acheteur 140xl
Telephone No. - N° de téléphone (819) 420-5280 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CANADIAN FOOD INSPECTION AGENCY Floor 1, Room 301 1400 MERIVALE RD, TOWER 1 sharon.berthelet@inspection.gc.ca OTTAWA Ontario K1A0Y9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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BID SOLICITATION **QUALITY MANAGEMENT SOFTWARE AS A SERVICE** **FOR** **THE CANADIAN FOOD INSPECTION AGENCY (CFIA)**

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Annexes:

Annex A - Statement of Requirements
Annex B - Basis of Payment
Annex C - Evaluation Method and Criteria

Forms:

- Form 1 - Bid Submission Form
- Form 2 - Substantiation of Technical Compliance Form
- Form 3 - OSP Certification Form
- Form 4 - Software Publisher Certification Form
- Form 5 - Software Publisher Authorization Form
- Form 6 - Declaration Form
- Form 7 - List of Names Form
- Form 8 - Federal Contractors Program for Employment Equity - Certification (*if applicable*)

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

- (a) This bid solicitation is being issued to satisfy the requirement of the Canadian Food Inspection Agency (CFIA) (the "Client") for commercially available Quality Management Software as a Service for the management of two key elements of its laboratory quality management system: document control and non-conformance management. The solution will be implemented within 13 laboratories and the Laboratory Quality Management and Accreditation Unit at the National Headquarters of CFIA.

Each laboratory has a quality management system that is accredited to the international standard for testing laboratories (ISO/IEC 17025). The solution will replace and standardize the variations of manual systems currently in use within the CFIA laboratories for the management of documents, nonconformities and corrective and preventative action (CAPAs). The solution will facilitate meeting accreditation requirements by automating processes, enabling the sharing of quality system documentation with the CFIA through a common repository and contribute to streamlining and harmonizing processes within the CFIA

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laboratories. This initiative is intended to have a phased approach beginning with these two key quality management areas of priority; CFIA may consider further opportunities for automation of its laboratory quality management activities.

- (b) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) "Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions (2003) incorporated by reference above is deleted in its entirety and replaced with the following:

3. List of Names

- a) Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b) These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.
- (e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (i) Delete: sixty (60) days
 - (ii) Insert: one hundred and eighty (180) days

2.2 Submission of Bids

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

2.3 Former Public Servant

- (a) Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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(b) **Definitions**

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

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

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

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

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

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

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

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

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

(d) **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;

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

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

2.4 Enquiries - Bid Solicitation

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

2.5 Applicable Laws

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

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

2.6 Improvement of Requirement During Solicitation Period

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

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2.7 Volumetric Data

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- (i) Section I: Technical Bid (2 hard copies and 2 soft copies on USB key);
- (ii) Section II: Financial Bid (1 hard copy); and,
- (iii) Section III: Certifications (1 hard copy).

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

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

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

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

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

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

- (d) **Submission of Multiple Bids:**

- (i) A Bidder, including related entities, will be permitted to participate in the submission of:
 - (A) one bid by the Bidder on its own and one bid from a related entity to the Bidder submitted in a joint venture that includes at least one party that is not related to the Bidder;
 - (B) two bids submitted in joint venture, each of which contains one or more related entities, where at least one of the joint ventures includes at least one party that is not a related entity to the Bidder; or

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- (C) two bids, each of which is from the Bidder and a related entity to the Bidder on its own.
- (ii) The submission of multiple bids, except as set out in (i), is not permitted in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (not in accordance with (i)), Canada will provide those Bidders with 2 working days to identify the bids to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified. If multiple bids are submitted, each bid must be a physically separate document, clearly marked as a separate bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid must be complete.
- (iii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be **"related"** to a Bidder if:
- (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- (B) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
- (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- (e) **Joint Venture Experience:**
- (i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.
- Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- (ii) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.
- Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- (iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture

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member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- (iv) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- (b) The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- (c) The technical bid consists of the following:
- (i) **Bid Submission Form:** Bidders are requested to include the **Form 1 - Bid Submission Form** with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so
- (ii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder and its proposed solution and products with the specific articles of Annex A (Statement of Requirements) identified in **Form 2 - Substantiation of Technical Compliance Form**, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate

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how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the Bidder's Response column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- (iii) **Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the descriptions of the Resource Categories identified in Annex A (Statement of Requirements). Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given resource category.
- (iv) **Implementation Plan:** The Bidder must include a proposed draft implementation plan, which demonstrates that the Bidder's proposed implementation plan meets all the mandatory requirements for implementation described in Annex A (Statement of Requirements).
- (v) **Description of the Bidder's Maintenance and Support Services:** The Bidder must include a description of its maintenance and support services for software, which must be consistent with all the requirements described in the Resulting Contract Clauses, including the Statement of Requirements. At a minimum, the Bidder must describe its:
 - (A) Problem reporting and response procedures;
 - (B) Escalation procedures;
 - (C) On-site support availability; and
 - (D) Any enhancements to the basic requirements that the Bidder is offering.

The Bidder may also describe any other information it considers relevant.
- (vi) **Customer Reference Contact Information:**
 - (A) The Bidder must provide customer references. The customer reference must each confirm, if requested by PWGSC, that, it has used the Software Solution for at least 12 months within the last 3 years prior to the issuance of this RFP and provided maintenance and support for the licensed software;
 - (B) The form of question to be used to request confirmation from customer references is as follows: Has the bidder provided your organization with a Hosted Software as a Service Solution implemented in an ISO/IEC 17025 accredited laboratory including associated maintenance and support services?

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(C) ☐ Yes, the Bidder has provided my organization with the services described above.

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

☐ I am unwilling or unable to provide any information about the services described above.]

(D) For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

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

- (vii) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.
- (viii) **Software Knowledge Transfer Plan:** The Bidder must describe its proposed draft Knowledge Transfer Plan, which must demonstrate that the Bidder's plan meets all the mandatory requirements for the Knowledge Transfer Plan described in the Statement of Requirements.
- (ix) **Software Release Strategy:** The Bidder must include a proposed draft Release Strategy, which must demonstrate that the Bidder's Release Strategy meets all the mandatory requirements for handling releases described in the Statement of Requirements.
- (x) **Solution System Architecture:** The Bidder must include an overview of the proposed Software Solution's technical architecture.

3.3 Section III: Financial Bid

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

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(d) **Exchange Rate Fluctuation:**

- (i) C3011T (2013-11-06), Exchange Rate Fluctuation

3.4 Section IV: Certifications

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

3.5 Section V: Additional Information

(a) **Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures**

As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) or premises for which safeguarding measures are required for Work Performance.

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposal individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

Bidders are requested to indicate this information on their Bid Submission Form.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

4.2 Technical Evaluation

- (a) Mandatory Technical Criteria:
 - (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
 - (ii) The mandatory technical criteria are described in Annex "A" – Statement of Requirements.
 - (iii) Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.
- (b) Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit

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complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria are described under "Solution Rated Requirements" in Annex "A" – Statement of Requirements.

Bidders must obtain the required minimum of 60% of the points available for the point- rated requirements specified in Annex "A".

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

- (i) Through a Proof of Proposal (PoP) Test, the Bidder must demonstrate how their proposed DCM Solution meets the technical functionality requirements through the completion of the use cases described in Annex A – Statement of Requirements.
- (ii) Up to 3 representatives of the Bidder may be present during the PoP Test.
- (iii) The PoP Test must be of the proposed DCM Solution.
- (iv) Screen shots, power point presentations, etc. are not permitted as an equivalent for the PoP Test.
- (v) During the Bidder's PoP Test, the Government of Canada will only be observing.
- (vi) The Bidder must perform the PoP Test on-site at the The Canadian Food Inspection Agency in the Ottawa/Gatineau area.
- (vii) The Canadian Food Inspection Agency will provide a laptop with an internet connection and secure browser for the PoP Test. The Bidder is responsible for providing any additional equipment and material necessary to complete their PoP Test and at their cost.
- (viii) After being notified by the Contracting Authority, the Bidder will be given a maximum of 5 working days to prepare for the PoP Test. The proposed MWS must be complete and functional at that point in time as per the use cases described in Attachment 4.2.
- (ix) The Bidder will be given a maximum of 3 working days to complete the PoP Test. A day is defined as 9:00am to 5:00pm. Canada will document the results of the PoP Test. If Canada determines that the proposed DCM Solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP Test, reduce the score of the Bidder on any rated requirement, if the PoP Test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP Test. The Bidder's score will not be increased as a result of the PoP Test. If the Bidder's score is reduced as a result of the PoP Test, Canada will reassess the ranking of all bidders.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.
 - (i) SACC Manual Clause A0220T (2014-06-26), Evaluation of Price
- (b) **Formulae in Pricing Tables**

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

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4.4 Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.
2. Bids not meeting (a) and (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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

If more than one bidder is ranked first because of identical overall scores, then the names of all such first ranked Bidders will be placed in a hat and the winner will be the first name drawn from it. All first ranked Bidders will be invited to witness the event.

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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with Bid

Bidders must submit the following duly completed certifications as part of their bid.

(a) Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, the completed Declaration Form (03), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

(a) Integrity Provisions – List of Names

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

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

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

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

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award. Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list during the period of the Contract.

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The Bidder must provide the Contracting Authority with a completed annex Form 4 Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

(c) **Additional Certifications Precedent to Contract Award**

(d) **Bidder Certifies that the Quality Management Software as a Service is "Off-the-Shelf"**

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

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

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

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PART 6 - FINANCIAL REQUIREMENT

6.1 Financial Capability

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

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PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) *(Name to be inserted upon contract award)* (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirements, in accordance with, and at the prices set out in, the Contract. This includes:
 - (i) granting the license to use the Licensed Software described in the Contract;
 - (ii) providing the Software Documentation;
 - (iii) providing maintenance and support for the Licensed Software during the Software Support Period;
 - (iv) providing professional services, as and when requested by Canada;
 - (v) providing training, as and when requested by Canada,

to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "**Client**" is the Canadian Food Inspection Agency (CFIA).
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
 - (i) any reference to a "**deliverable**" or "**deliverables**" includes the Hardware and the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

7.2 Optional Goods and/or Services

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

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- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.3 Task Authorization

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

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

- (c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within 3 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

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

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

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

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

- (e) **Periodic Usage Reports:**

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

- (ii) The quarterly periods are defined as follows:

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

The data must be submitted to the Contracting Authority no later than 5 calendar days after the end of the reporting period.

- (iii) Each report must contain the following information for each validly issued TA (as revised):
 - (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;

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- (B) a title or a brief description of each authorized task;
 - (C) the name, Category of Personnel of each resource involved in performing the TA, as applicable;
 - (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
 - (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
 - (F) the start and completion date for each authorized task; and
 - (G) the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (iv) Each report must also contain the following cumulative information for all the validly issued TAs (as revised):
- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last revised, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and
 - (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.
- (f) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

7.4 Standard Clauses and Conditions

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

(a) **General Conditions:**

- (i) 2030 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4002 (2010-08-16), Supplemental General Conditions - Software Development or Modification Services;
- (ii) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (iii) 4004 (2016-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software; and,
- (iv) 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information

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apply to and form part of the Contract.

7.5 Contractor's Site(s) or Premises Requiring Safeguarding Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

7.6 Contract Period

(a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 1 year(s) later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

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

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

7.7 Delivery Date

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

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

7.8 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Tara Egan
Title: Supply Specialist
Organization: Public Works and Government Services Canada
Acquisitions Branch

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Directorate: Software and Shared Systems Procurement Directorate
(SSSPD) - STAMS
Address: 11 Laurier St, Gatineau QC K1A 0S5
Telephone: 613-286-9398
E-mail address: tara.egan@tpsgc-pwgsc.gc.ca

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

(b) Technical Authority

The Technical Authority for the Contract is:

Name: To be inserted upon contract award
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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

(c) Contractor's Representative

Name: To be inserted upon contract award
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

7.9 Proactive Disclosure of Contracts with Former Public Servants

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

7.10 Payment

(a) Basis of Payment

- (i) **Licensed Software, Maintenance and Support: Subscription Licensed Software as a Service:** For the initial requirement for Users to access and use the Licensed

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Software as a Service (including Software Documentation Maintenance and Support, and Warranty), in accordance with the Contract, Canada will pay the Contractor the firm per User price(s), set out in Annex B, (FOB destination), including all customs duties, Applicable Taxes extra. The firm prices include the warranty during the Software Warranty Period.

- (ii) **Option to Renew initial requirement, and Acquire additional Licenses for Users to access and use the Licensed Software as a Service:** For the licenses for Users to access and use the Licensed Software as a Service (including Software Documentation, Maintenance and Support, and Warranty), if Canada exercises its option, Canada will pay the Contractor the firm price set out in Annex B, Table 2, FOB destination, including all customs duties, Applicable Taxes extra.
- (iii) **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B), Applicable Taxes extra.
- (iv) **Training:** For training courses, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per course set out in Annex B, upon completion of the course, Applicable Taxes extra.
- (v) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (vi) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements. [Use this clause in conjunction with the "Substantiation of Professional Services Rates" clause in Part 4.]
- (vii) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

(b) **Limitation of Price**

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

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(c) **Limitation of Expenditure - Cumulative Total of all Task Authorizations**

- (i) Canada's total liability to the Contractor under the Contract for all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ *to be inserted upon contract award*. Customs duties are included and Applicable Taxes are extra.
- (ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (A) when it is 75 percent committed, or
 - (B) 4 months before the Contract expiry date, or
 - (C) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.
- (iv) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

(d) **Method of Payment - Multiple Payments**

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

(e) **Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the validly issued Task Authorization in accordance with the payment provisions of the Contract if:

- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada;
- (iii) the Work delivered has been accepted by Canada.

(f) **Method of Payment for Task Authorizations with a Firm Price - Milestone Payments**

- (i) For any Task Authorization validly issued under the Contract that includes a schedule of milestone payments to be made once specific portions of the work have been completed and accepted, Canada will make milestone payments in accordance with the schedule of milestones detailed in that TA and the payment provisions of the Contract, if:
 - (A) an accurate and complete claim for milestone payment using form PWGSC-TPSGC 1111 <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1111-eng.html> and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract.
 - (B) all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives; and

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- (C) all work associated with the milestone and any deliverable required have been completed, delivered, and accepted by Canada.

(g) Method of Payment - Advance Payment

- (i) Canada will pay the Contractor in advance for the licences subscription and maintenance and support if:
 - (A) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (B) All such documents have been verified by Canada.
- (ii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

7.11 Invoicing Instructions

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

7.12 Certifications

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

7.13 Federal Contractors Program for Employment Equity - Default by Contractor

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

7.14 Applicable Laws

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

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7.15 Priority of Documents

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

Note to Bidders: *This clause will not be included in any resulting contract if the Contractor's bid is not subject to any tariffs.*

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:
 - (i) 4002 (2010-08-16) Software Development or Modification Services ;
 - (ii) 4003 (2010-08-16) Licensed Software;
 - (iii) 4004 (2013-04-25) Maintenance and Support Services for Licensed Software ;
 - (iv) 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) general conditions 2030 (2016-04-04);
- (d) Annex A, Statement of Requirements;
- (e) Annex B, Basis of Payment;
- (f) the signed Task Authorizations and any Certifications they required (*including all of their annexes, if any*); and,
- (g) the Contractor's bid dated (to be inserted upon contract award), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.16 Foreign Nationals (Canadian Contractor)

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

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

7.17 Foreign Nationals (Foreign Contractor)

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

7.18 Insurance Requirements

- (a) SACC Manual clause G1005C (2016-01-28) Insurance Requirements

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7.19 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
 - (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) (A) above.
 - (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1 Million.

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

- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(c) Third Party Claims:

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

7.20 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is (to be inserted upon contract award) and that it is comprised of the following members: *(to be inserted upon contract award)*.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - (i) *(to be inserted upon contract award)* has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
 - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.

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- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: This Article will be deleted if the Bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

7.21 Extension of Existing Product Line

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

7.22 Licensed Software as a Service

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

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Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: <i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Type of License being Granted	User License
Number of Users Licensed	<ul style="list-style-type: none"> • 39 Super Users • 191 Supervisors • 630 Lab Users • 73 Viewers Total Licenses - 933
Option to Purchase Licenses for Additional Users	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Annex B on the same terms and conditions as the initial User licenses granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Language of Licensed Software	The Licensed Software must be delivered in both French and English.
Term of License	One (1) year from date of contract award

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

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7.23 Licensed Software Maintenance and Support

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

Software Support Period	One (1) year from date of contract award
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licences supported under the Contract.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 4 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Hours for Providing Support Services	The Contractor's personnel must be available from 8 a.m. until 8 p.m., local time, at the site where the Licensed Programs are installed, Monday through Friday, exclusive of statutory holidays observed by Canada at the site where the service is required.
Contractor must provide On-site Support Services	No
Contractor must install Software Error corrections and Maintenance Releases and upgrades	Yes
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____</p> <p>Toll-free Fax Access: _____</p> <p>Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p>[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</p>

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

7.24 Professional Services - General

- (a) The Contractor must provide professional services on request as specified in this Contract.
- (b) If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (c) In General Conditions 2035, Section 08 titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - (B) security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.

- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:

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

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

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.
- (d) **Providing Training related to Pre-Existing Software:**
 - (i) The Contractor must provide training in the use of the Pre-Existing Software on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.
 - (ii) Canada may issue a Task Authorization whenever it has at least 10 people who require training.
 - (iii) The training must be available within 15 working days of the Task Authorization being issued.
 - (iv) The training, including both the instruction and the course materials, must be provided in English and French.
 - (v) Before providing any training, at least 10 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.
- (e) **Title:** Except as otherwise specifically provided in these Articles of Agreement, title to the Pre-Existing Software will be unaffected by the performance of the Services for Pre-Existing Software and, to the extent that the Pre-Existing Software is subject to a license for use from a third party, its use will remain subject to the conditions of Canada's license.
- (f) **Access:** Canada will provide to the Contractor any information regarding any passwords, authorization codes or similar information that might be necessary to perform the Software Services, provided that in doing so Canada is not in default of any obligations regarding the use of the Pre-Existing Software. The Contractor agrees that it is a term of the Contract that it

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will not disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.

7.25 Safeguarding Electronic Media

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

7.26 Representations and Warranties

The Contractor made statements regarding its and its proposed resources' experience and expertise in its bid that resulted in the award of the Contract and the issuance of TAs. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TAs. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.27 Access to Canada's Property and Facilities

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

7.28 Canada's Right to Access Data

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

7.29 Transition Services at End of Contract Period

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

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

7.30 Loss of Data

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

- (a) notify Canada as soon as possible, but no later than twenty-four (24) hours of becoming aware of such occurrence;
- (b) cooperate with Canada in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Canada;
- (c) perform or take any other actions required to comply with applicable law as a result of the occurrence;
- (d) indemnify, defend, and hold harmless Canada for any and all Claims (as per 6.24 Limitation of Liability - Information Management/Information Technology), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from Canada in connection with the occurrence;
- (e) be responsible for recreating lost Data in the manner and on the schedule set by Canada without charge to Canada; and,
- (f) provide to Canada a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

7.31 Data Privacy and Information Security

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

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

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7.32 Performance Guarantee

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

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

7.33 Termination for Convenience

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

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

7.34 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as Contractor Representatives prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;

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- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

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ANNEX A

STATEMENT OF REQUIREMENTS

Quality Management Software as a Service for CFIA Laboratories

A.1 Business need:

The Canadian Food Inspection Agency (CFIA) is seeking to acquire commercially available software as a service for managing two key elements of its laboratory quality management systems; document control and nonconformity management. The CFIA is seeking to implement the solution within its 13 laboratories and within the Laboratory Quality Management and Accreditation Unit at the National Headquarters. Each laboratory has a quality management system that is accredited to the international standard for testing laboratories (ISO/IEC 17025). The software as a service will replace and standardize the variations of manual systems currently in use within the CFIA laboratories for the management of documents, nonconformities, and corrective and preventive action (CAPAs). The software as a service will facilitate meeting accreditation requirements by automating processes, enable sharing of quality system documentation within CFIA through a common repository and contribute to streamlining and harmonization of processes within the CFIA laboratories.

For document control processes, all CFIA laboratories must, at a minimum, meet the following requirements:

- The documentation must be reviewed and approved by authorized personnel before issuing to personnel;
- A master list which identifies the current version and the distribution of the documents must be available;
- The current version of the documentation must be available to laboratory personnel, at all times, where it is needed;
- The documents must be periodically reviewed to ensure they remain relevant and correct for laboratory operations and changes must be approved by the issuing authority prior to distribution;
- Previous version of documents must be removed from circulation or marked to prevent their inadvertent use;
- The documentation must contain a unique identifier. The date of issue or revision status, page numbering, and the issuing authorities must be present on the documentation;
- The changes made to the quality documents must be identified, either within the document or within attachments.

For nonconformity/ CAPA processes, all CFIA laboratories must include, at a minimum, the following elements:

- Notification to the appropriate level of authority upon identification;
- An investigation of the situation and an evaluation of the impact (including whether work needs to be stopped, customers need to be notified, results need to be recalled, etc.);
- Taking the appropriate correction immediately;
- Approval of the investigation, impact, and proposed correction by the supervisory level and quality manager;
- If impact evaluation warrants, recording of the root cause analysis;
- Implementation of suitable corrective actions to address the root cause and prevent recurrence;
- Approval of implemented corrective actions;
- Verification of the effectiveness of the implemented corrective actions;
- Closure of the file once deemed effective.

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In addition to the above specified elements, CFIA laboratories require evidence that personnel have read the documentation following updates and access to trending data related to the nonconformity/CAPA process to consider as part of their management review processes.

The CFIA prefers that a commercial off-the-shelf (COTS) product be proposed, to avoid customization of the solution to the extent possible, to reduce complexity, and to reduce the cost of maintenance. The CFIA would like to leverage the inherent configurability of available COTS services.

The initiative is a phased approach considering the two quality management areas of priority; however, CFIA intends to consider further opportunities for automation of its laboratory quality management activities (see A.7 Future Direction).

A.2 Objective:

The software as service will allow for more effective and efficient management of CFIA laboratory quality management documentation and nonconformity systems while maintaining conformance with accreditation requirements. The service will facilitate action tracking and reporting related to quality management activities and enable sharing of documentation among CFIA laboratories and National Headquarters.

A.3 Scope of Work:

The Contractor must:

- Provide a software as a service that meets the requirements of ISO/IEC 17025 for document control and nonconformity/CAPA processes
- Provide a software as a service that captures reading of quality document updates by users
- Provide a software as a service that has trend analysis capability for nonconformity/CAPA processes
- Provide the license to use the software for all 14 sites
- Perform the migration of the documentation into the system for all 14 sites
- Provide configuration of the software at each of the 14 sites
- Provide the documentation for the use of the software
- Provide remote training for all Super Users and their back-ups
- Provide full maintenance and support services for the duration of the contract

There are four tables within this Statement of Requirements:

Table 1: Glossary

Table 2: Description of user types

Table 3: Number of users at each location

Table 4: Approximate number of documents at each location

3.1 Technical Requirements

The software as a service must meet the following technical specifications:

- The software as a service must be fully bilingual (English and French) including the software user interface, documentation, training and support services;
- The software must have electronic approval processes
- The software must allow Super Users full administrative access to client accounts including but not limited to:
 - create, update, and delete user accounts'
 - change and expire passwords,
 - manage and create role-based access

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3.2 Information Management/Information Technology (IM/IT) Requirements

The software as a service must meet the following IM/IT requirements:

- Web enabled service must be WCAG 2.0 compliant (Web Content Accessibility Guidelines) <http://www.w3.org/TR/WCAG20/>
- The Contractor must have the ability to extract all or partial data from the software on an as required and when required basis that can be initiated by the Super User in a predefined format (e.g. XML.) The extract must be retrievable over the Internet.
- The Contractor must support and be accessible via the "CANARIE" network. (www.canarie.ca)
- The Contractor must have commercially available published service level agreements.
- The Contractor must provide a list of the data centre city and province locations that will be used to provide the services included in this contract.
- A Security Assessment and Authorization will be conducted by the CFIA IM/IT department subsequent to contract award. The Contractor must provide any requested documentation and respond to any concerns identified by CFIA IM/IT.

3.3 Security Requirements

The software as a service must meet the following security requirements:

- The Contractor must demonstrate that their solution is ISO/IEC 27001 compliant by providing an applicable certificate from an accredited certification body. In the case where the Contractor is not also the owner of the hosting datacenter service provider, the Contractor must provide same proof concerning their host.
- The Contractor must have a business continuity plan in place, which at a minimum can support a 48 hour return to service.
- The Contractor must alert and notify the CFIA Technical Authority via phone and email (7 days x 24 hours x 365 days), based on priority as specified by CFIA, of detected suspicious events or unusual activities with security implications.
- The Contractor must report, within the Contractor published service level agreement timeframe, any suspected or actual Security incidents, including but not limited to:
 - a) denial of service attacks;
 - b) malware;
 - c) social engineering;
 - d) unauthorized intrusion or access;
 - e) information breach; and
 - f) all other security breaches or cyber threats targeting Canada or has an impact on the CFIA cloud service (e.g. Contractor insider threats).
- The Contractor must provide all evidence, including logs and audit records, associated with a Security Incident, within 1 hour of an incident, or as specified by the CFIA.
- The Contractor must work with Canada's IT Security Incident Recovery Team (ITSIRT) on Security Incident containment, eradication and recovery.
- The Contractor must implement an audit and investigation process that:
 - a) allows only specific, pre-authorized representatives of CFIA (e.g. CFIA IT Security and/or SSC IT-Security Incident Response Team (IT-SIRT)) to request and receive discrete access and information associated with CFIA Data (user data, event logs, content) for the purposes of conducting investigations;
 - b) does not disclose such access to end users; and
 - c) is approved by CFIA
- The Contractor must scan all CFIA cloud service data for the presence of malware. There should be active host-protection mechanisms on servers that are actively scanning malware on a weekly basis.

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- The Contractor must provide an automated technical solution (for example, a web-application firewall) in front of public-facing web applications that continually checks all traffic to detect and prevent web-based attacks (e.g. injection flaws, buffer overflows, cross-site scripting, etc.).
- The Contractor must ensure that the integrity of CFIA Data is protected using cryptographic solutions unless otherwise protected by alternative mechanisms approved by the CFIA. Integrity of CFIA data must be maintained to prevent and detect improper alteration, duplications, or destruction (e.g. double keying, message authentication, digital signature, check sums etc.). This includes:
 - a) protecting data transmitted between solution components and between authorized systems to ensure that information is intact and that it has not been changed in transit, either due to malicious intent or by accident; and
 - b) providing the capability to perform source to destination file integrity checks for exchange of data and alert appropriate parties when an error condition occurs (either with a specific message or with systems components).
- The Contractor must ensure that any cryptography used to implement confidentiality or integrity safeguards or as part of authentication mechanism (e.g., VPN solutions, TLS, software modules, PKI, and authentication tokens where applicable) in use for the cloud service is configured for use with GC approved cryptographic algorithms and cryptographic key sizes and crypto periods. This includes, but is not limited to:
 - a) use cryptographic algorithms and cryptographic key sizes and crypto periods that have been approved by CSE and validated by the Cryptographic Algorithm Validation Program (<http://csrc.nist.gov/groups/STM/cavp/>), and are specified in ITSB-111 (<https://www.cse-cst.gc.ca/en/node/1428/html/25015>) or in a subsequent version;
 - b) be implemented in a Cryptographic Module, validated by the Cryptographic Module Validation Program (<http://www.cse-cst.gc.ca/its-sti/services/industry-prog-industrie/cmvp-pvmc-eng.html>) to at least FIPS 140-2 validation at Level 1, and
 - c) operate in FIPS Approved Mode of Operation.
- The Federal Information Processing Standard (FIPS) 140-2 specifies the security requirements that must be satisfied by a cryptographic module utilized within a security system, sub-system, or component protecting protected information. Prior to using any cryptographic module, the CSP must provide a copy of the relevant FIPS 140-2 validation certificate as evidence of FIPS 140-2 validation, or, as a minimum, the validation certificate number.

3.4 Planning

The Contractor must submit a plan for the migration of the documents into the system in response to this Statement of Requirements. The plan should include, but is not limited to:

- Roles and responsibilities of Contractor
- Roles and responsibilities of CFIA
- Contractor resources (i.e. # of personnel assisting with the migration)
- Sequence of migration for all 14 sites
- Time estimate for migration of all documents for each site
- Required document preparation by the CFIA (i.e. documents are dropped into a folder; a spreadsheet must be prepared, etc.)
- Time estimate for CFIA to provide the documents

The Contractor must submit a plan for the remote configuration in response to this Statement of Requirements. The plan should include, but is not limited to:

- Roles and responsibilities of Contractor
- Roles and responsibilities of CFIA
- Contractor resources (i.e. # of personnel assisting with the configuration)
- Sequence of configuration for all 14 sites
- Time estimate for configuration at each site

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- Required preparation by the CFIA
- Time estimate for participation of CFIA personnel for configuration at each site

The Contractor must submit 3 references where the software as a service was implemented in an ISO/IEC 17025 accredited laboratory in response to this Statement of Requirements.

3.5 Implementation and Technical Support

Migration:

- The Contractor must migrate the current and effective versions of all CFIA quality management documents (approximately 10,000 documents) from standard file formats (.pdf, .xlsx, .wpd, .docx, web links) from electronic document management system (OpenText DM), network drives (Microsoft servers), the CFIA intranet and external websites into the software service.
- The migration must be automated such that the Meta data associated with the files will be automatically imported from the file headers and require no intervention from CFIA

Configuration:

- The Contractor must provide at least 2 days of configuration support to each site for deployment of the solution;
- The software must be able to be configured to support 1000 users for initial deployment with various user profiles (see Table 2), including at least 40 CFIA Super Users.
- The software must allow for incremental augmentation to number of users for life of contract in accordance with a proposed fee based structure. The forecasted increase over the next 5 years is 30 users.

Training:

- The Contractor must provide remote training for the solution (in English and French).
- The training must be instructor-led and provide participants with the opportunity to ask questions in real time.
- Writeable copies of all training resources must be provided (in English and French)

Ongoing Maintenance and Technical Support:

- Ongoing technical support (in English and French) must be available from Monday through Friday from 8am to 8pm EST to ensure cross-Canada support.
- The Contractor must have the ability to provide ongoing maintenance and technical support for the software as a service, including all software upgrades.
- The Contractor must host all data
- The Contractor must back-up the data on a regular schedule

3.6 Transition Services and Migration of Data at end of Contract Term

The Contractor agrees:

- To return all data from the cloud, in a predefined format (e.g. XML), at least two months prior to the end of the contract. The extract must be retrievable over the Internet or provided to the CFIA on a USB storage device or equivalent.
- In the event where the Contractor can no longer provide the software as a service, to return all data from the cloud, in a predefined format (e.g. XML). The extract must be retrievable over the Internet or provided to the CFIA on a USB storage device or equivalent.

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3.7 Desirable Functionalities

The Contractor should have some or all of the following desirable functionalities. The desirable functionalities will be evaluated based on the extent to meet the desirable functionality in a configurable manner, without the need for additional costs or intervention of the Contractor:

General:

- Ability to access all functionality of the system via any web browser
- Ability to access via blackberry, smart phone or tablet
- Ability to add an unlimited number of documents, workflows, and fields
- Ability for automatic and escalating email notifications
- Ability for email notifications to be sent to specific employees, roles, or groups.
- Ability to configure the system by location structure and organizational hierarchy
- Ability to roll up information at the corporate level to view national metrics and ability to filter to the site specific level
- Ability to share and restrict access by document type across all locations.
- Ability to create, change, and configure defined fields for flexibility as processes change
- Ability to capture an audit trail of system activities which includes the identification of the user, date and time for all modules.

Action/Task Management:

- Ability to create, change, and configure user defined business rules
- Ability to attach files to required actions
- Ability for automatic notification upon action assignment
- Ability to reassign actions
- Ability to display pending and overdue actions in the user dashboard
- Ability to automatically escalate through the user hierarchy after a defined period for overdue actions
- Ability to define escalation rules
- Ability for notification of action completion
- Ability to receive task notifications through email, with any email software (i.e. GroupWise, Outlook, etc.)

Document Control:

- Ability to store documents under various categories and sub-categories
- Ability for Super Users to define and add new categories and sub categories
- Ability to maintain version control and revision history
- Ability to relate documents and link documents within the system (e.g. link an SOP to the associated work instructions and forms)
- Ability to handle an unlimited number of documents without affecting the amount of time to access and display the documents
- Ability to store any file format or type
- Ability to search documents by categories, sub-categories, key words and full text search.
- Ability to generate a report or master list of the status of the controlled documents by location and nationally
- Ability to set a review schedule with automatic notifications
- Ability to add annotations during the review period
- Ability to set parallel review and approval of documents
- Ability to set serial review and approval of documents

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- Ability to automatically move documentation through the cycle from initiating the review, to the reviewers, to the approvers.
- Ability to add comments during review and approval of documents
- Ability to automatically publish approved documents and automatically archive superseded versions.
- Ability to capture and display an audit trail of all document control activities including who created, reviewed, authorized, read, modified and archived the document and when.
- Ability for electronic approval of documents
- Ability to automatically notify relevant groups of users of document changes
- Ability to assign reading of new or revised documents to groups or selected individuals and the ability to track completion
- Ability to have a different process by document type
- Ability to control print function based on user rights
- Ability to add and print an electronic signature with the document
- Ability to add and print a watermark in the document background

Nonconformity/CAPA:

- Ability to add the information fields to capture all relevant data required by CFIA (e.g. ability to replicate existing nonconformity forms and processes within the system).
- Ability to set standardized attributes for nonconformities
- Ability for all users to initiate a nonconformity
- Ability to capture all details related to the nonconformity and attach relevant records
- Ability for automatic generation of a notification message
- Ability to automatically route the nonconformity report for evaluation and review based on business rules
- Ability for the user to link and track all information related to each nonconformity from initiation to completion.
- Ability to associate non-conformities with other non-conformities for trend analysis
- Ability to track progress at each stage of the nonconformity process
- Ability to assign action items from the nonconformity and CAPA process to users
- Ability for electronic approval of non-conformities and CAPAs
- Ability to classify root cause and trend root causes at the national and site specific levels
- Ability to automatically route rejected actions back to the originator with reviewer comments.
- Ability to assign due dates to action items and schedule automatic reminders
- Ability to report on nonconformity and CAPA process and status.

Reporting:

- Ability for Super Users to generate ad-hoc custom reports by location or nationally
- Ability to support standardized reporting through use of templates. The response should include examples of which type of templates are provided with the off the shelf product and the extent of Super User configurability for the templates.
- Ability to automatically convert and display numerical information to graphical representation.
- Ability to display dashboards for users which represents the status of their items (notifications, actions, tasks).
- Ability to display dashboards for supervisors that represents their individual employee statuses and an aggregate of the status of items for users defined as reporting to them.
- Ability for users to configure the dashboard.

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A.4 Deliverables and Schedule

The expected implementation completion date (for migration of the documents, configuration support, and training at all 14 sites) is within three months of contract award or an alternate schedule if agreed upon between the Contractor and the CFIA.

The implementation completion date may be constrained by accreditation visits or operational requirements for urgent testing at specific laboratory locations within the given implementation period. These dates and potential delays will be communicated with the Contractor during the planning and execution stages of the project and some flexibility in the implementation plan may be required.

A.5 Contractor Responsibilities

The Contractor must:

- Conduct all work from the Contractor's work location through the use of screen sharing software and teleconferencing. There will be no travel associated with the work.
- Assign a Project Manager to the project
- The Project Manager or designate must attend meetings, via teleconference, with the CFIA Project Manager and CFIA Project Team. The meetings include but are not limited to:
 - Within 10 business days of contract award: a start-up meeting to discuss the implementation plan and associated timelines
 - Biweekly (frequency can be reduced at the discretion of the CFIA): progress meetings to follow up on the status of the implementation plan and a discussion of progress made, results, problems encountered and recommended solutions
 - Other meetings as requested by the CFIA Project Manager or Contractor Project Manager
- Provide an implementation plan to the CFIA Project Manager within 10 business days of contract award. The implementation plan must be consistent with the proposed approaches and timelines provided in response to this Statement of Requirements (see 3.4 Planning). The implementation plan must be accepted by the CFIA Project Manager before the work is undertaken. The implementation plan must include but is not limited to:
 - The Contractor's proposed schedule and plan for collecting business information, migration of the documentation by site, configuration by site, and training by site.
 - Instructions for the CFIA Project Team on how to prepare the documentation for the migration
 - Instructions for the CFIA Project Team on how to prepare for the system configuration
 - Advice on best practices for configuration and system set up

A.6 CFIA Responsibilities

CFIA will provide a Project Manager and a Project Team consisting of at least one representative from each location where the software service will be implemented.

A.7 Future Direction

CFIA intends to consider further opportunities for automation of its laboratory quality management activities, including, but not limited to:

- Training management
- Audit management
- Equipment management

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- Inventory management
- Safety Data Sheet management

Table 1: Glossary

Term	Definition
Remote	Contractor is off-site
Configure	Action can be performed by Super User and does not require any coding changes or intervention of the Contractor. There is no fee associated with the action.
Customize	Action requires coding changes or intervention of the Contractor. There is a fee associated with the action.
Nonconformity	As per ISO 9000:2005, 3.6.2: non-fulfilment of a requirement
Document	Equivalent to ISO 9000:2005, 3.4.5 “documented procedure”: Procedure: specified way to carry out an activity of a process*. * When a procedure is documented, the term “written procedure” or “documented procedure” is frequently used.
Record	As per ISO 9000:2005, 3.7.6: document stating results achieved or providing evidence of activities performed
Requirement	As per ISO 9000:2005, 3.1.2: need or expectation that is stated, generally implied or obligatory

Table 2: Description of User Types

User Type	Description
Super User	These users will be the system administrators for each site. The Super Users will have the highest security privileges within the system. These users should have access to all functionalities for their location. These rights should include, but not be limited to, assigning user security and ability to configure all applicable elements of the software.
Supervisor	In addition to the rights assigned to lab users, the supervisors will be able to access the status of the activities of the users that report to them and to view reports and dashboards of their operational units.
Lab User	These users will be able to view documents, participate in the revision of documents, report nonconformities and participate in the nonconformity process as assigned, enter information, complete actions/tasks assigned to them. In the evaluation criteria, “lab users” are referred to as simply “users”.
Viewer	These users will have access to the system strictly to view documents.

Table 3: Number of users at each location

Site	# of Users by Type				Total # of Users per Site	Expected Growth (next 5 years)
	Super Users	Supervisors	Lab Users	Viewers		
Charlottetown	3	8	70	5	86	2
Dartmouth	4	17	50	5	76	0
Longueuil	1	3	17	4	25	2
St. Hyacinthe	3	14	54	0	71	5
Toronto	3	4	25	0	32	0
Ottawa - NHQ	2	3	1	25	31	0

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Ottawa - Carling	3	19	41	7	70	2
Ottawa - Fallowfield	2	25	136	5	168	0
Winnipeg	4	21	45	10	80	2
Saskatoon	3	23	50	4	80	0
Calgary	3	18	25	5	51	0
Lethbridge	3	18	58	0	79	10
Burnaby	3	8	37	0	48	2
Sidney	2	10	21	3	36	5
Total	39	191	630	73	933	30

Table 4: Approximate number of documents at each location

Site	Approximate # of documents
Charlottetown	550
Dartmouth	491
Longueuil	905 (both locations combined)
St. Hyacinthe	
Toronto	340
Ottawa - NHQ	55
Ottawa - Carling	982
Ottawa - Fallowfield	882
Winnipeg	964
Saskatoon	546
Calgary	302
Lethbridge	375
Burnaby	829
Sidney	313
Total	7534

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APPENDIX A TO ANNEX A

TASKING ASSESSMENT PROCEDURE

- 1 Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations"., Once a draft TA Form is received the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.

- 2 For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - a) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
 - b) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - c) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification diploma or degree, such document, must be current, valid and issued by the entity specified in this Contract or if the entity is not specified the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - d) For work experience, Canada 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.
 - e) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - f) A 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. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be

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counted only once toward any requirements that relate to the individual's length of experience.

- 3 The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criteria met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
- 4 During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
- 5 Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
- 6 Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

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APPENDIX B TO ANNEX A

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

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TASK AUTHORIZATION (TA) FORM	
Contractor's Signature	
Name, Title and Signature of Individual Authorized to sign on behalf of the Contractor (type or print) <hr/>	Signature: _____ Date: _____
Approval – Signing Authority	
Signatures (Client) Name, Title and Signature of Individual Authorized to sign: Technical Authority: <hr/> Date: <hr/>	Signatures (PWGSC) Contracting Authority ¹ : <hr/> Date: <hr/>
¹ Signature required for TA valued at \$250,000 or more, Applicable Taxes included.	
You are requested to sell to her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.	

APPENDIX C TO ANNEX A

CERTIFICATIONS AT THE TA STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

Print name of authorized individual & sign above

Date _____

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above

Date _____

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

Print name of authorized individual & sign above

Date _____

APPENDIX E TO ANNEX A

PROFESSIONAL SERVICES CATEGORIES

Professional Services Category	Experience Levels	Responsibilities could include but are not limited to:
Programmer/Analyst	<p>Junior: < 5 years of experience</p> <p>Intermediate: 5- < 10 years of experience</p> <p>Senior: 10+ years of experience</p>	<ul style="list-style-type: none"> • Create and modify code and software. • Create and modify screens and reports. • Gather and analyze data for the conduct of studies to establish the technical and economic feasibility of proposed computer systems, and for the development of functional and system design specifications. • Design methods and procedures for small computer systems, and sub-system of larger systems. • Develop, test and implement small computer systems, and sub-systems of larger systems. • Produce forms, manuals, programs, data files, and procedures for systems and/or applications.
System Analyst	<p>Junior: < 5 years of experience</p> <p>Intermediate: 5- < 10 years of experience</p> <p>Senior: 10+ years of experience</p>	<ul style="list-style-type: none"> • Develop requirements, feasibility, cost, design, and specification documents for systems. • Implement systems to support projects, departments, organizations or businesses. • Translate business requirements into systems design and specifications. • Analyse and recommend alternatives and options for solutions. • Develop technical specifications for systems development, design and implementation.
Database Analyst / IM Administrator	<p>Junior: < 5 years of experience</p> <p>Intermediate: 5- < 10 years of experience</p> <p>Senior: 10+ years of experience</p>	<ul style="list-style-type: none"> • Define new database structures. • Define data conversion strategy. • Define database conversion specifications. • Finalize Conversion Strategy. • Work very closely with the users in order to maintain and safeguard the database. • Identify requirements for improvements to existing databases by determining users' information requirements and system performance and functional requirements. • Develop and implement procedures that will ensure the accuracy, completeness, and timeliness of data stored in the database. • Mediates and resolves conflicts among users' needs for data. • Advise programmers, analysts, and users about the efficient use of data.

Instructor, IT	Junior: < 5 years of experience Intermediate: 5- < 10 years of experience Senior: 10+ years of experience	<ul style="list-style-type: none"> Assess the relevant characteristics of a target audience. Prepare end-users for implementation of courseware materials. Conduct training courses. Communicate effectively by visual, oral, and written form with individuals, small groups, and in front of large audiences.
Operations Support Specialist	Junior: < 5 years of experience Intermediate: 5- < 10 years of experience Senior: 10+ years of experience	<ul style="list-style-type: none"> Provide systems administration and systems operations support, including setting up user access, user profiles, backup and recovery, day-to-day computer systems operations. Perform software upgrades, and apply patches. Provide customer interface to ensure requested changes are implemented. Monitor computer workload trends and make adjustments to ensure optimum utilization of computer resources.
Project Manager	Junior: < 5 years of experience Intermediate: 5- < 10 years of experience Senior: 10+ years of experience, or 5+ years of experience with a recognized professional certification	<ul style="list-style-type: none"> Manage several Project Managers, each responsible for an element of the project and its associated project team. Manage the project during the development, implementation and operations startup by ensuring that resources are made available and that the project is developed and is fully operational within previously agreed time, cost and performance parameters. Formulate statements of problems; establishes procedures for the development and implementation of significant, new or modified project elements to solve these problems, and obtains approval thereof. Define and document the objectives for the project; determine budgetary requirements, the composition, roles and responsibilities and terms of reference for the project team. Report progress of the project on an ongoing basis and at scheduled points in the life cycle. Meets in conference with stakeholders and other project managers and states problems in a form capable of being solved. Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools. Project sign-off.

ANNEX B

BASIS OF PAYMENT

Table 1 - Initial Deliverable List

Item No.	Description	Price
1	Provide pricing for the license to use the software: <ul style="list-style-type: none"> For all 14 sites, including 40 Super Users, 191 Supervisors, 630 Users, and 73 Viewers Includes documentation for use of the solution in English and French (i.e. manual) (at least one copy in each language per site or capability to reproduce, as needed). 	
2	Provide pricing for the migration of documentation into the system: <ul style="list-style-type: none"> For all 14 sites, including 10,000 documents from standard file formats (.pdf, .xlsx, .wpd, .docx, web links) from electronic document management system (OpenText DM), network drives (Microsoft servers), the CFIA intranet and external websites into the software service). 	
3	Provide pricing for the configuration of the software: <ul style="list-style-type: none"> For all 14 sites, including 2 business days of remote configuration per each site 	
4	Provide pricing for training : <ul style="list-style-type: none"> For all 14 sites, including 40 Super Users The training must be provided in the following format: <ul style="list-style-type: none"> remote, instructor-led, provide participants the opportunity to ask questions in real time provided in English and in French Includes writeable copies of all training resources in English and French	
5	Provide pricing for full maintenance and support services for Year 1: <ul style="list-style-type: none"> For all 14 sites Includes all software upgrades Includes hosting all data Includes data back-up Includes technical support, available from Monday through Friday from 8 am to 8 pm EST to ensure cross-Canada support, in English and French 	
Sub-Total		
For Evaluation Purposes, the Sum of Sub-Total Rates for Item 1 + Item 2 + Item 3 + Item 4 Will Be Used To Calculate The Total Bid Price.		

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Table 2 – Optional Deliverables (Year 1)

Item No.	Optional Deliverables (Year 1)	Price
1	Provide a flat rate price for the purchase of additional licenses to use the software: <ul style="list-style-type: none"> One additional Super User One additional Supervisor One additional Lab User One additional Viewer 	
2	Provide a flat rate price for the migration of additional documents: <ul style="list-style-type: none"> 1-100 additional documents 	
3	Provide a flat rate price for additional configuration: <ul style="list-style-type: none"> 4 additional hours 	
4	Provide a flat rate price for additional training: <ul style="list-style-type: none"> 1-10 additional personnel 	
	Sub-Total	
For Evaluation Purposes, the Sum of Sub-Total Rates for Item 1 + Item 2 + Item 3 + Item 4 Will Be Used To Calculate The Total Bid Price.		

Table 3 – Optional Deliverables (Years 2-10)

Item No.	Description of Deliverables (Years 2-10)	Price
1	Provide pricing for the license to use the software: <ul style="list-style-type: none"> For all 14 sites, including 40 Super Users, 191 Supervisors, 630 Users, and 73 Viewers 	
2	Provide pricing for full maintenance and support services (annual price, fixed for Years 2-10)For all 14 sites: <ul style="list-style-type: none"> Includes all software upgrades Includes hosting all data Includes data back-up Includes technical support, available from Monday through Friday from 8am to 8pm EST to ensure cross-Canada support, in English and French	
3	Provide a flat rate price for the purchase of additional licenses to use the software: <ul style="list-style-type: none"> One additional Super User One additional Supervisor One additional Lab User One additional Viewer 	
4	Provide a flat rate price for additional training: <ul style="list-style-type: none"> For up to 50 personnel, from any of the 14 sites The training must be provided in the following format: 	

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	<ul style="list-style-type: none"> • remote, • instructor-led, • provide participants the opportunity to ask questions in real time • The training must be provided in English and in French • Includes providing writeable copies of all training resources in English and French 	
	Sub-Total	
For Evaluation Purposes, the Sum of Sub-Total Rates for Item 1 + Item 2 + Item 3 + Item 4 Will Be Used To Calculate The Total Bid Price.		

Table 4 – Total Bid Price for Evaluation Purposes

Item No.	Description	Price	
1	Firm annual price for the initial contract period	Sub-Total CAD\$ from Table 1	
2	Firm annual price for Option Year 1, Year 2, Year 3 \$ from Table 2 and Year 4	Sub-Total CAD\$ from Table 2	
3	Firm Price for Training Services	The Sum of Sub-Total CAD\$ from Table 3	
Total Bid Price (TBP) For Evaluation Purposes			
For Evaluation Purposes, the Sum of Sub-Total Rates for Item 1 + Item 2 + Item 3 + Item 4 Will Be Used To Calculate The Total Bid Price.			

BIDDER FORMS

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

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Form 1		
BID SUBMISSION FORM		
Licensed Software Maintenance and Support:	Toll-free Telephone Access:	
	Toll-Free Fax Access:	
	E-Mail Access:	
	Website address for web support:	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
Signature of Authorized Representative of Bidder	<hr/>	

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Form 2 Substantiation of Technical Compliance Form		
Article of Statement of Requirements that requires substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
Mandatory Criteria		
M1		
M2		
M3		
M4		
M5		
M6		
Rated Criteria – Migration Plan		
R1		
R2		
R3		
R4		
R5		
R6		
R7		
Rated Criteria – Configuration Plan		
R8		
R9		
R10		
R11		
R12		
R13		
R14		
Rated Criteria – Desirable Functions - General		
R15		
R16		
R17		
R18		
R19		
R20		
R21		

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R22		
R23		
R24		
Rated Criteria – Desirable Functions – Action/Task Management		
R25		
R26		
R27		
R28		
R29		
R30		
R31		
R32		
R33		
Rated Criteria – Desirable Functions – Document Control		
R34		
R35		
R36		
R37		
R38		
R39		
R40		
R41		
R42		
R43		
R44		
R45		
R46		
R47		
R48		
R48		
R49		
R50		
R51		
R52		
R52		
R53		

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R54		
R55		
R56		
Rated Criteria – Desirable Functions – Nonconformity/ CAPA		
R57		
R58		
R59		
R60		
R61		
R62		
R63		
R64		
R65		
R66		
R67		
R68		
R69		
R70		
R71		
Rated Criteria – Desirable Functions - Reporting		
R72		
R73		
R74		
R75		
R76		
R77		
Rated Criteria – Desirable Functions – Future Direction		
R78		
R79		
R80		
R81		
R82		

Form 3
OSP Certification Form

This confirms that the original software publisher (OSP) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OSP	_____
Signature of authorized signatory of OSP	_____
Print Name of authorized signatory of OSP	_____
Print Title of authorized signatory of OSP	_____
Address for authorized signatory of OSP	_____
Telephone no. for authorized signatory of OSP	_____
Fax no. for authorized signatory of OSP	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____

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Form 4 Software Publisher Certification Form (to be used where the Bidder itself is the Software Publisher)
<p>The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:</p>
<hr/>
<hr/>
<hr/>
<hr/>
<i>[Bidders should add or remove lines as needed]</i>

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Form 5
Software Publisher Authorization Form

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

This authorization applies to the following software products:

[Bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

	Yes	No	Comments
52: False or misleading representation 53: deceptive notice of winning a prize			
Corruption of Foreign Public Officials Act 3: Bribing a foreign public official 4: Accounting 5: Offence committed outside Canada Controlled Drugs and Substance Act 5: Trafficking in substance 6: Importing and exporting 7: Production of substance	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	
Other Acts 239: False or deceptive statements of the Income Tax Act 327: False or deceptive statements of the Excise Tax Act	<input type="checkbox"/>	<input type="checkbox"/>	

Additional Comment

- ☐ I, (name) _____, (position) _____, of (company name bidder) _____ authorise PWGSC to collect and use the information provided, in addition to any other information that may be required to make a determination of ineligibility and to publicly disseminate the results.
- ☐ I, (name) _____, (position) _____, of (company name bidder) _____ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

We appreciate your interest in doing business with The Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.

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**FORM 8 to PART 5 – Bid Solicitation (if applicable)
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC -Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC -Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC -Labour.

B. Check only one of the following:

- ☐ B1 The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

Quality Management Software as a Service for CFIA Laboratories Evaluation Criteria

B.1 Evaluation Table

B.2 Mandatory Requirements

Ref.	Mandatory Requirements	Required Documentation	Supporting	Provided (Yes/No)	Reference
M1	Submit evidence to demonstrate that the software service is fully bilingual (English and French) including: <ul style="list-style-type: none"> The software user interface, Documentation for use of the software Training resources Support services. 	Examples (including but not limited to): <ul style="list-style-type: none"> Screen capture to show bilingual interface Software manual that outlines how to switch interface from English to French or vice-versa. 			
M2	Submit a plan for the migration of the documents into the system.	A plan. (see Rated Requirements R1 to R7 for how the plan will be evaluated)			
M3	Submit a plan for the remote configuration.	A plan. (see Rated Requirements R8 to R14 for how the plan will be evaluated)			
M4	Submit 3 references where the software as a service was implemented in an ISO/IEC 17025 accredited laboratory.	Reference information must include: <ul style="list-style-type: none"> company name, contact name, contact title, telephone number, email address, services period a brief description of the services provided. 			
M5	Submit evidence to demonstrate that the software is ISO/IEC 27001 compliant.	Certificate of compliance, from an accredited certification body, for the software.			
M6	Submit evidence to demonstrate that the owner of the hosting datacenter service provider is ISO/IEC 27001 compliant.	Certificate of compliance, from an accredited certification body, for the hosting datacentre service provider.			

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B.3 Rated Requirements

Section #	Section Title	Max Points	Points Received
3.1	Migration Plan	70	
3.2	Configuration Plan	70	
3.3	Desirable Functionalities	504	
3.4	Future Direction	50	

3.1 Migration Plan

The migration plan will be evaluated as follows:

Ref.	Rated Requirements	Max Points	Points Received	Reference
R1	Roles and responsibilities of Contractor are outlined in the plan	Yes =10 No = 0		
R2	Roles and responsibilities of CFIA are outlined in the plan	Yes =10 No = 0		
R3	Contractor resources are outlined in the plan (i.e. # of personnel assisting with the migration)	Yes =10 No = 0		
R4	Sequence of migration for all 14 sites is outlined in the plan	Yes =10 No = 0		
R5	Time estimate for migration of all documents for each site is outlined in the plan	Yes =10 No = 0		
R6	Required document preparation by the CFIA is outlined in the plan (i.e. documents are dropped into a folder, a spreadsheet must be prepared, etc.)	Yes =10 No = 0		
R7	Time estimate for CFIA to provide the documents is outlined in the plan	Yes =10 No = 0		

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3.2 Configuration Plan

The configuration plan will be evaluated as follows:

Ref.	Rated Requirements	Max Points	Points Received	Reference
R8	Roles and responsibilities of Contractor are outlined in the plan	Yes =10 No = 0		
R9	Roles and responsibilities of CFIA are outlined in the plan	Yes =10 No = 0		
R10	Contractor resources are outlined in the plan (i.e. # of personnel assisting with the configuration)	Yes =10 No = 0		
R11	Sequence of configuration for all 14 sites is outlined in the plan	Yes =10 No = 0		
R12	Time estimate for configuration at each site is outlined in the plan	Yes =10 No = 0		
R13	Required preparation by the CFIA is outlined in the plan	Yes =10 No = 0		
R14	Time estimate for participation of CFIA personnel for configuration at each site is outlined in the plan	Yes =10 No = 0		

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3.3 Desirable functionalities

The desirable functionalities will be evaluated as follows:

Table 3.3.1: Evaluation of desirable functionalities

Description	Definition	Points
Off the Shelf (OTS)	The requirement can be met by “off the shelf” functionality of the software.	3
Configurable (CF)	In addition to the off the shelf capability, the product has the flexibility to meet the requirement in several ways through configuration by a Super User. It does not require any coding changes or intervention of the Contractor.	Additional 5 points for each configurable OTS feature.
Customization (CM)	This requirement can be met by customization of the software by the Contractor.	1 point
Cannot comply (CC)	The requirement cannot be met.	0 points

Example:

If the desirable functionality is “Ability to access all functionality of the system via any web browser”:

- If all functionality of the system can be accessed via any web browser using the off the shelf product: 3 points; and,
- If the user can configure which browser is used as the default browser: + 5 points.

The total points allocated for this example would be 3 points (for OTS) + 5 points (for configurable), for a total of 8 points (the maximum points available).

***Responses must identify any assumptions or constraints with respect to the functionality.**

Ref.	Desirable Functionalities	Point Criteria	Max. Points	Points Received				Reference
				OTS	C F	C M	C C	
GENERAL								
R15	Ability to access all functionality of the system via any web browser	As per table 5.4.1	8					
R16	Ability to access via blackberry, smart phone or tablet	As per table 5.4.1	8					
R17	Ability to add an unlimited number of documents, workflows, and fields	As per table 5.4.1	8					
R18	Ability for automatic and escalating email notifications	As per table 5.4.1	8					

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Ref.	Desirable Functionalities	Point Criteria	Max. Points	Points Received				Reference
				OTS	C F	C M	C C	
R19	Ability for email notifications to be sent to specific employees, roles, or groups.	As per table 5.4.1	8					
R20	Ability to configure the system by location structure and organizational hierarchy	As per table 5.4.1	8					
R21	Ability to roll up information at the corporate level to view national metrics and ability to filter to the site specific level	As per table 5.4.1	8					
R22	Ability to share and restrict access by document type across all locations.	As per table 5.4.1	8					
R23	Ability to create, change, and configure defined fields for flexibility as processes change	As per table 5.4.1	8					
R24	Ability to capture an audit trail of system activities which includes the identification of the user, date and time for all modules.	As per table 5.4.1	8					
ACTION/TASK MANAGEMENT								
R25	Ability to create, change, and configure user defined business rules	As per table 5.4.1	8					
R26	Ability to attach files to required actions	As per table 5.4.1	8					
R27	Ability for automatic notification upon action assignment	As per table 5.4.1	8					
R28	Ability to reassign actions	As per table 5.4.1	8					
R29	Ability to display pending and overdue actions in the user dashboard	As per table 5.4.1	8					
R30	Ability to automatically escalate through the user hierarchy after a defined period for overdue actions	As per table 5.4.1	8					

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Ref.	Desirable Functionalities	Point Criteria	Max. Points	Points Received				Reference
				OTS	C F	C M	C C	
R31	Ability to define escalation rules	As per table 5.4.1	8					
R32	Ability for notification of action completion	As per table 5.4.1	8					
R33	Ability to receive task notifications through email, with any email software (i.e. GroupWise, Outlook, etc.)	As per table 5.4.1	8					
DOCUMENT CONTROL								
R34	Ability to store documents under various categories and sub-categories	As per table 5.4.1	8					
R35	Ability for Super Users to define and add new categories and sub categories	As per table 5.4.1	8					
R36	Ability to maintain version control and revision history	As per table 5.4.1	8					
R37	Ability to relate documents and link documents within the system (e.g. link an SOP to the associated work instructions and forms)	As per table 5.4.1	8					
R38	Ability to handle an unlimited number of documents without affecting the amount of time to access and display the documents	As per table 5.4.1	8					
R39	Ability to store any file format or type	As per table 5.4.1	8					
R40	Ability to search documents by categories, sub-categories, key words and full text search.	As per table 5.4.1	8					
R41	Ability to generate a report or master list of the status of the controlled documents by location and nationally	As per table 5.4.1	8					
R42	Ability to set a review schedule with automatic notifications	As per table 5.4.1	8					

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Ref.	Desirable Functionalities	Point Criteria	Max. Points	Points Received				Reference
				OTS	C F	C M	C C	
R43	Ability to add annotations during the review period	As per table 5.4.1	8					
R44	Ability to set parallel review and approval of documents	As per table 5.4.1	8					
R45	Ability to set serial review and approval of documents	As per table 5.4.1	8					
R46	Ability to automatically move documentation through the cycle from initiating the review, to the reviewers, to the approvers.	As per table 5.4.1	8					
R47	Ability to add comments during review and approval of documents	As per table 5.4.1	8					
R48	Ability to automatically publish approved documents and automatically archive superseded versions.	As per table 5.4.1	8					
R49	Ability to capture and display an audit trail of all document control activities including who created, reviewed, authorized, read, modified and archived the document and when.	As per table 5.4.1	8					
R50	Ability for electronic approval of documents	As per table 5.4.1	8					
R51	Ability to automatically notify relevant groups of users of document changes	As per table 5.4.1	8					
R52	Ability to assign reading of new or revised documents to groups or selected individuals and the ability to track completion	As per table 5.4.1	8					
R53	Ability to have a different process by document type	As per table 5.4.1	8					
R54	Ability to control print function based on user rights	As per table 5.4.1	8					

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Ref.	Desirable Functionalities	Point Criteria	Max. Points	Points Received				Reference
				OTS	C F	C M	C C	
R55	Ability to add and print an electronic signature with the document	As per table 5.4.1	8					
R56	Ability to add and print a watermark in the document background	As per table 5.4.1	8					
NONCONFORMITY/CAPA								
R57	Ability to add the information fields to capture all relevant data required by CFIA (e.g. ability to replicate existing nonconformity forms and processes within the system).	As per table 5.4.1	8					
R58	Ability to set standardized attributes for nonconformities	As per table 5.4.1	8					
R59	Ability for all users to initiate a nonconformity	As per table 5.4.1	8					
R60	Ability to capture all details related to the nonconformity and attach relevant records	As per table 5.4.1	8					
R61	Ability for automatic generation of a notification message	As per table 5.4.1	8					
R62	Ability to automatically route the nonconformity report for evaluation and review based on business rules	As per table 5.4.1	8					
R63	Ability for the user to link and track all information related to each nonconformity from initiation to completion.	As per table 5.4.1	8					
R64	Ability to associate non-conformities with other non-conformities for trend analysis	As per table 5.4.1	8					
R65	Ability to track progress at each stage of the nonconformity process	As per table 5.4.1	8					
R66	Ability to assign action items from the nonconformity and CAPA process to users	As per table 5.4.1	8					

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Ref.	Desirable Functionalities	Point Criteria	Max. Points	Points Received				Reference
				OTS	C F	C M	C C	
R67	Ability for electronic approval of non-conformities and CAPAs	As per table 5.4.1	8					
R68	Ability to classify root cause and trend root causes at the national and site specific levels	As per table 5.4.1	8					
R69	Ability to automatically route rejected actions back to the originator with reviewer comments.	As per table 5.4.1	8					
R70	Ability to assign due dates to action items and schedule automatic reminders	As per table 5.4.1	8					
R71	Ability to report on nonconformity and CAPA process and status.	As per table 5.4.1	8					
REPORTING								
R72	Ability for Super Users to generate ad-hoc custom reports by location or nationally	As per table 5.4.1	8					
R73	Ability to support standardized reporting through use of templates. The response should include examples of which type of templates are provided with the off the shelf product and the extent of Super User configurability for the templates.	As per table 5.4.1	8					
R74	Ability to automatically convert and display numerical information to graphical representation.	As per table 5.4.1	8					
R75	Ability to display dashboards for users which represents the status of their items (notifications, actions, tasks).	As per table 5.4.1	8					
R76	Ability to display dashboards for supervisors that represents their individual employee statuses and an aggregate of the status of	As per table 5.4.1	8					

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Ref.	Desirable Functionalities	Point Criteria	Max. Points	Points Received				Reference
				OTS	C F	C M	C C	
	items for users defined as reporting to them.							
R77	Ability for users to configure the dashboard.	As per table 5.4.1	8					

3.4 Future Direction

The purchase of an “additional capability” is outside the scope of this procurement process. The potential for the Contractor to provide additional capabilities, through the purchase of additional modules of the software as a service, will be evaluated as follows:

Ref.	Rated Requirements	Max Points	Points Received	Reference
R78	The Contractor has an additional capability for training management.	Yes = 10 No = 0		
R79	The Contractor has an additional capability for audit management.	Yes = 10 No = 0		
R80	The Contractor has an additional capability for equipment management.	Yes = 10 No = 0		
R81	The Contractor has an additional capability for inventory management.	Yes = 10 No = 0		
R82	The Contractor has an additional capability for Safety Data Sheet management.	Yes = 10 No = 0		