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| <p>Procurement and Vendor Relations Shared Services Canada</p> <p>Proposal to: Shared 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.</p> <p>Proposition à: Services partagés 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).</p> <p>Bidder's Name and Address - Raison sociale et adresse du Fournisseur/de l'entrepreneur</p> <p>_____</p> <p>_____</p> | <p>Request for Proposal / Demande de proposition</p> | | |
| | <p>Title – Sujet PostgreSQL Software Solution and Support</p> | | |
| | <table border="1"> <tr> <td data-bbox="797 361 1273 417"> <p>Solicitation No. – No de l'invitation 17-66799</p> </td> <td data-bbox="1273 361 1537 417"> <p>Date August 10, 2018</p> </td> </tr> </table> | <p>Solicitation No. – No de l'invitation 17-66799</p> | <p>Date August 10, 2018</p> |
| | <p>Solicitation No. – No de l'invitation 17-66799</p> | <p>Date August 10, 2018</p> | |
| <p>Solicitation closes – L'invitation prend fin</p> <p>On – le : September 19, 2018</p> <p>At – À : 2:00 P.M.</p> <p>Time zone – Fuseau horaire : EST</p> | | | |
| <p>Telephone No. – No de téléphone</p> <p>(____) _____</p> <p>Fax No. – No de télécopieur</p> <p>(____) _____</p> | <p>Contracting Authority / Autorité contractante Address / adresse :</p> <p>David Bennett Procurement Officer Procurement and Vendor Relationships Data Centre Shared Services Canada 180 Kent Street, 13th Floor P.O. Box 9808 STN T CSC Ottawa, Ontario, K1G 4A8</p> <p>David.Bennett5@canada.ca</p> | | |
| <p>Bidder is required to identify below the name and title of the individual authorized to sign on behalf of the Bidder – Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire</p> <p>_____</p> <p>Name and title/Nom et titre</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Date</p> | <p>Telephone No. – No de telephone (613) 462-9536</p> <p>Fax No. – No de télécopieur (613) 960-6026</p> <p>Destination – Destination Public Service Commission 22 rue Eddy, Gatineau, Québec, Canada K1A 0M7</p> <p>This document doesn't contain a security requirement.</p> | | |

REQUEST FOR PROPOSAL

POSTGRESQL SOFTWARE SOLUTION AND SUPPORT FOR THE PUBLIC SERVICE COMMISSION

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List of Annexes to the Resulting Contract:

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| Annex A | Statement of Requirements |
| Annex B | Basis of Payment |
| Annex C | Federal Contractors Program for Employment Equity – Certification |
| Annex D | SCSI Requirement |

| | |
|-------------------------|--------------------------------|
| Attachment 1 to Annex A | Mandatory Technical Criteria |
| Attachment 2 to Annex A | Point-Rated Technical Criteria |

Forms:

- Form 1 - Bid Submission Form
- Form 2 - Software Publisher Certification Form
- Form 3 - Software Publisher Authorization Form

BID SOLICITATION FOR POSTGRES LICENCED SOFTWARE SOLUTION AND SUPPORT FOR THE PUBLIC SERVICE COMMISSION

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.

1.2 Summary

The Public Service Commission (PSC) has a requirement for the supply and delivery of a PostgreSQL-based software solution along with maintenance and support. The contract period will be 3 years.

Only one contract will be awarded pursuant to this solicitation.

On May 28, 2012, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to email, networks and data centres for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity – Certification.”

There is a supply chain integrity requirement associated with this requirement, see Part 3 and Annex D for additional information.

1.3 Debriefings

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

PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1** All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- 2.1.2** 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.
- 2.1.3** The 2003 (2018-05-22) 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. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).
- 2.1.4** Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- 2.1.5** Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
- a) Delete: sixty (60) days
 - b) Insert: one hundred and twenty (120) days.
- 2.1.6** For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

2.2 Submission of Bids

- 2.2.1** Bids must be submitted only to Shared Services Canada by the date, time and place indicated on page 1 of the bid solicitation.
- 2.2.2** Vendors intending to submit a bid are requested to notify the Contracting Authority by email (email address can be found on page 1 of the solicitation document), prior to the bid closing date, indicating their intention to submit a bid. Arrangements should be made with the Contracting Authority at least 2 business days in advance of the RFP closing date stated on the front page. A time slot will be provided by the Contracting Authority to accept the hand delivered response to the RFP.
- 2.2.3** Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.

2.3 Former Public Servant

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 with FPS, bidders must provide the information required below before contract award.

Definitions

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

- a. an individual;

- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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:

- a. name of former public servant;
- b. 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](#).

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:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

- f. period of lump sum payment including start date, end date and number of weeks;
- g. 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

- 2.4.1** All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- 2.4.2** 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

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

PART 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.1.1 Copies of Bid: Canada requests that bidders provide their bid in separately bound sections as follows:

3.1.1.1 Section I: Technical Bid (2 hard copies, and 2 soft copies on CD)

3.1.1.2 Section II: Financial Bid (2 hard copies, and 2 soft copies on CD)

3.1.1.3 Section III: Certifications (1 hard copy)

3.1.1.4 Section IV: Supply Chain Security Information (SCSI) Requirement (1 soft copy on CD)

3.1.1.5 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.

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

3.1.2 Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid:

3.1.2.1 use 8.5 x 11 inch (216 mm x 279 mm) paper;

3.1.2.2 use a numbering system that corresponds to the bid solicitation;

3.1.2.3 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

3.1.2.4 include a table of contents.

3.1.3 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:

3.1.3.1 use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and

3.1.3.2 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.

3.1.4 Submission of Only One Bid from a Bidding Group:

3.1.4.1 The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.

3.1.4.2 For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:

3.1.4.2.1 they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

- 3.1.4.2.2 they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- 3.1.4.2.3 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
- 3.1.4.2.4 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.

3.1.5 Joint Venture Experience:

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

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

3.2 Section I: Technical Bid

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

3.2.2 The technical bid consists of the following:

- 3.2.2.1 **Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- 3.2.2.2 **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.

3.3 Section II: Financial Bid

3.3.1 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.

3.3.2 All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. 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.

3.3.3 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.

3.3.4 SACC Manual Clauses:

3.3.4.1 C3010T (2014-11-27), Exchange Rate Fluctuation

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.5 Section IV: Supply Chain Security Information (SCSI) Requirement

A complete SCSI response consists of the following, as required in Annex D:

- i. An IT Product List
- ii. List of subcontractors (if applicable)

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the 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.

4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.3 In addition to any other time periods established in the bid solicitation:

4.1.3.1 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.

4.1.3.2 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:

- i. verify any or all information provided by the Bidder in its bid; OR
- ii. 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.

4.1.3.3 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 Evaluation of Supply Chain Integrity (SCI)

4.2.1 Definitions

The following words and expressions used in this Supply Chain Integrity Process have the following meaning:

- (a) "Products" means any hardware that operates at the data link layer of the OSI Model (Layer 2) and above, any software and Workplace Technology Devices.
- (b) "Workplace Technology Devices" means desktops, mobile workstations such as laptops and tablets, smart phones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD and DVD.
- (c) "Product Manufacturer" means the entity which assembles the component parts to manufacture a Product.
- (d) "Software Publisher: means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products.
- (e) "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.

- (f) "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

4.2.2 Mandatory Qualification Submission Requirements

A supply chain scope diagram is attached at Annex D to provide a visual representation of the Supply Chain Security Information (SCSI) requirement which the Bidders, must provide.

Bidders must submit, with their Response on the RFP closing date, the following SCSI:

- (i) IT Product List: Bidders must identify the Products over which Canada's Data would be transmitted and/or stored that will be used and/or installed to perform any part of the Work described in the resulting contract, as well as the following in regards to each Product:
- (a) Location: identify where the Product is interconnected within any given network for Canada's Data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations center, security operations center, internet or other public network peering points, etc.);
 - (b) Product Type: identify the generally recognized description used by Industry such as appliance, hardware, software, etc. Components of an assembled Product, such as a module or card assembly, must be provided for all layer 3 internetworking devices;
 - (c) IT Component: identify the generally recognized description used by Industry such as firewall router, switch, server, security appliance, etc.;
 - (d) Product Model Name or Number: identify the advertised name or number of the Product by the Product Manufacturer;
 - (e) Description and Purpose of the Product: identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described in the resulting contract;
 - (f) Identify the Product Manufacturer and/or Software Publisher;
 - (g) Name of Subcontractor refers to the subcontractor that will provide the Product.

Bidders are requested to provide the IT Product List information on the form at Annex D. It is requested that the Bidders indicate their legal name on each page and insert a page number as well as the total number of pages. Bidders are also requested to insert a separate row for each Product. Bidders are requested not to repeat multiple iterations of the same Product (e.g. if the serial number and/or the color is the only difference between two Products, they are considered the same Product with regards to SCSI).

- (ii) Network Diagrams: one or more conceptual network diagrams that collectively show the complete network proposed to be used to deliver the services described in the draft Statement of Work. The network diagrams are only required to include portions of the Bidder's network (and its subcontractor's network(s)) over which Canada's Data, would be transmitted in performing any resulting contract. As a minimum the diagram must show:
- (a) The following key nodes for the delivery of the services under the resulting contract of this solicitation process, if applicable the role of the Bidder or subcontractor;
 - i. Service delivery points;
 - ii. Core network
 - iii. Subcontractor network (specifying the name of the subcontractor as listed in the List of Subcontractors);
 - (b) The node interconnections, if applicable
 - (c) Any node connections with the Internet; and

- (d) For each node, a cross-reference to the product that will be deployed within that node, using the line item number from the IT Product List.
- (iii) List of Subcontractors: The Bidder must provide a list of any subcontractors that could be used to perform any part of the Work (including subcontractors affiliated or otherwise related to the Bidder) pursuant to any resulting contract. The list must include at a minimum:
 - (a) The name of the subcontractor;
 - (b) The address of the subcontractor's headquarters;
 - (c) The portion of the Work that would be performed by the subcontractor; and
 - (d) The location(s) where the subcontractor would perform the Work.

This list must identify all third parties who may perform any part of the Work, whether they would be subcontractors to the Bidder, or subcontractors to subcontractors of the Bidder down the chain. Any subcontractor that could have access to Canada's Data must be identified. For the purposes of this requirement, a third party who is merely a supplier of goods to the Bidder, but who does not perform any portion of the Work, is not considered to be a subcontractor. Subcontractors would include, for example, technicians who might be deployed or maintain the Bidder's solution. If the Bidder does not plan to use any subcontractors to perform any part of the Work, the Bidder is requested to indicate this in its response.

Bidders are requested to provide their information on the form at Annex D. It is requested that Bidders indicate their legal name on each page, insert a page number as well as the total number of pages. Bidders are also requested to insert a separate row for each subcontractor and additional rows as may be necessary.

4.2.3 Assessment of Supply Chain Security Information

- (i) Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.
- (ii) In conducting its assessment:
 - (a) Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. 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 response being disqualified.
 - (b) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the response or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.
- (iii) If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
 - (c) Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's Supply Chain Security Information.

- (d) The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 10 calendar days following the day on which Canada's written notification is sent to the Bidder, (or a longer period specified in writing by the Contracting Authority).
 - (e) If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the response will be disqualified.
- (iv) By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:
- (a) qualification pursuant to this RFP does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;
 - (b) qualification pursuant to this RFP does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
 - (c) at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.
 - (d) during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.
- (v) Any Bidder that has qualified under this RFP will be required, when responding to any subsequent bid solicitation under this solicitation process, to propose a solution consistent with the final version of the Supply Chain Security Information it submitted with its response to this RFP (subject to revision only pursuant to the paragraph below). Except pursuant to the paragraph below, no alternative or additional Products or subcontractors may be proposed in the Bidder's solution. This is a mandatory requirement of this solicitation process. The proposed solution during any subsequent bid solicitation does not need to contain all the Products within the final Supply Chain Security Information.
- (vi) Once a Bidder has been qualified in response to this RFP, no modifications are permitted to the Supply Chain Security Information except under exceptional circumstances, as determined by Canada. Given that not all the exceptional circumstances can be foreseen, whether changes may be made and the process governing those changes will be determined by Canada on a case-by-case basis.

4.3 Technical Evaluation

4.3.1 Mandatory Technical Criteria:

- 4.3.1.1 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.
- 4.3.1.2 The mandatory requirements are described in Attachment 1 to Annex A.

4.3.2 Point-Rated Technical Criteria: Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 2 to Annex A.

4.4 Financial Evaluation

4.4.1 The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.

4.5 Basis of Selection

4.5.1 To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum of 20 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 35 points.

4.5.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive.

4.5.3 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.

4.5.4 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%.

4.5.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

4.5.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.5.7 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.

4.5.8 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.

4.5.9 If more than one bidder is ranked first because of identical overall scores, then the bidder with the best financial score will become the top-ranked bidder.

PART 5 CERTIFICATIONS

Bidders must provide the required certifications and documentation 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.1 Mandatory Certifications Required Precedent to Contract Award

5.1.1 Code of Conduct and Certifications – Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications – Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity – Bid Certification

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

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

5.2 Additional Certifications Precedent to Contract Award

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

5.2.1 Bidder Certifies that All Equipment and Software is "Off-the-Shelf"

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

5.2.2 Software Publisher Certification and Software Publisher Authorization

- 5.2.2.1 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.

5.2.2.2 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.

5.2.2.3 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.

5.2.3 Code of Conduct Certifications – Certifications Required Precedent to Contract Award

5.2.3.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

5.2.3.2 The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form – PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

This requirement does not contain a security requirement; the requirement is unclassified and no classified information is involved.

6.2 Mandatory Technical Criteria

Please see Attachment 1 to Annex A.

6.3 Point-Rated Technical Criteria

Please see Attachment 2 to Annex A.

PART 7 RESULTING CONTRACT CLAUSES

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

7.1 Requirement

7.1.1 _____ (the "**Contractor**") agrees to supply to the Client the goods described in the Contract, including the Statement of Requirements, in accordance with, and at the prices set out in, the Contract. This includes:

- i. granting the license to use the Licensed Software described in the Contract; and
- ii. providing maintenance and support for the Licensed Software during the Software Support Period; to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.

Client: Under the Contract, the "**Client**" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This contract will be used by SSC to provide shared services to the Public Service Commission.

The Entity means either the Client, or the Client's service recipient entities set out in the Annex A.

7.1.2 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.

7.1.3 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:

- 7.1.3.1 any reference to a "**deliverable**" or "**deliverables**" includes the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

7.2 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 (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

7.2.1 General Conditions:

- 7.2.1.1 2030 (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. These General Conditions are amended as follows:

Section 2 of the General Conditions is amended as follows: delete "Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16"

7.2.2 Supplemental General Conditions:

7.2.2.1 The following Supplemental General Conditions:

7.2.2.2 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;

7.2.2.2.1 Section 08 is replaced as follows:

The license to use the Licensed Software under the Contract is transferable by Canada under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department or Crown corporation, as defined in the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time, or to any other party for which Shared Services Canada has been authorized to act under section 8 of the Shared Services Canada Act, L.C. 2012, ch.19, art 711 as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring. For the purposes of this section, in the circumstances where an Entity License is transferred, such license will be capped at the number of users in the transferring department, corporation, agency or other party before the transfer.

7.2.2.3 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

7.3 Security Requirement

There is no security requirement applicable to this Contract.

7.4 Contract Period

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

7.4.1.1 The "Initial Contract Period", which begins on the date the Contract is awarded and ends 3 years later.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: David Bennett
 Title: Procurement Officer
 Shared Services Canada
 Procurement and Vendor Relations (PVR)
 Address: 180 Kent Street, 13th floor, Ottawa, Ontario
 Telephone: 613-462-9536
 Facsimile: 613-960-6007
 E-mail address: David.Bennett5@canada.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.

7.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: Didier Adrien
 Organization: Public Service Commission
 Telephone: 819-938-1033
 E-mail address: Didier.Adrien@cfp-psc.gc.ca

The Technical Authority 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.

7.5.3 Contractor's Representative

(To be filled in upon Contract Award)

7.6 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 websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 **Licensed Software:** For the license(s) to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation), in accordance with the Contract, Canada will pay the Contractor the firm price 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.

7.7.1.2 **Milestone Payments for the Supply of Software Maintenance and Support Services on the Licensed Software during Contract Period:** For the supply of Maintenance and the Support Services for each one (1) year period, all as detailed in this Contract, the Contractor shall be paid annually in advance as set out in the Milestone Payment Schedule below, on the anniversary of the Software Support Period, following submission of a valid invoice, FOB destination, including all packaging, shipping charges, customs duty and transportation, the GST/HST is extra and payable by the Client if applicable.

Milestone Payment Schedule:

Payment One: for the period starting on Contract Award to 1 year later;

Payment Two: for the year-long period starting 1 year after Contract Award;

Payment Three: for the year-long period starting 2 years after Contract Award.

7.7.1.3 **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.

7.7.1.4 **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.

7.7.2 Limitation of Expenditure

7.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

7.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

7.7.2.2.1 it is 75 percent committed, or

7.7.2.2.2 4 months before the Contract expiry date, or

7.7.2.2.3 as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

7.7.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

7.7.3 Method of Payment - Licensed Software

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

7.7.4 Method of Payment – Software Maintenance and Support

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

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

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

7.7.5 Price Protection - Most Favoured Customer

7.7.5.1 To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities)

for a similar quality and quantity of goods and services in the year before the Contract was awarded.

- 7.7.5.2 The Contractor also agrees that, if after the date the Contract is issued it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- 7.7.5.3 At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- 7.7.5.4 During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and number and location of service locations).
- 7.7.5.5 In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- 7.7.5.6 If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- 7.7.5.7 Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

7.8 Invoicing Instructions

- 7.8.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.
- 7.8.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- 7.8.3 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.
- 7.8.4 The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

7.9 Certifications

- 7.9.1** Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.10 **Applicable Laws**

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

7.11 **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:

- 7.11.1 these Articles of Agreement,
- 7.11.2 supplemental general conditions, in the following order:
 - 7.11.2.1 4003 (2010-08-16) – Licensed Software;
 - 7.11.2.2 4004 (2013-04-25) – Maintenance and Support Services for Licensed Software;
- 7.11.3 2030 (2018-06-21) General Conditions – Higher Complexity – Goods;
- 7.11.4 Annex A, Statement of Requirement;
- 7.11.5 Annex B, Basis of Payment;
- 7.11.6 Annex C, Federal Contractors Program for Employment Equity – Certification (if applicable);
- 7.11.7 Annex D; SCSI Requirement;
- 7.11.8 the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.12 **Foreign Nationals (Canadian Contractor)**

- 7.12.1 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.*

7.13 **Foreign Nationals (Foreign Contractor)**

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

7.14 **Insurance Requirements**

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

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

- 7.15.1 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.

7.15.2 First Party Liability:

7.15.2.1 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:

7.15.2.1.1 any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";

7.15.2.1.2 physical injury, including death.

7.15.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

7.15.2.3 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.

7.15.2.4 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 subparagraph 2.1.1 above.

7.15.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:

7.15.2.5.1 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

7.15.2.5.2 any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph 2.5.2 of the greater of 0.5 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.

7.15.2.5.3 In any case, the total liability of the Contractor under subparagraph 2.5 will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000, whichever is more.

7.15.2.6 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.

7.15.3 Third Party Claims:

7.15.3.1 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.

- 7.15.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article 3.1, 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.
- 7.15.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 3.

7.16 Joint Venture Contractor

- 7.16.1 The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- 7.16.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- 7.16.2.1 _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- 7.16.2.2 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
- 7.16.2.3 all payments made by Canada to the representative member will act as a release by all the members.
- 7.16.3 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.
- 7.16.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- 7.16.5 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.
- 7.16.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

7.17 Licensed Software

7.17.1 With respect to the provisions of Supplemental General Conditions 4003:

| | |
|--|--|
| Licensed Software | The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ [this information will be completed at contract award using information in the Contractor's bid] |
| Type of License being Granted | Device License (1 license per virtual core) |
| Number of Devices Licensed | 18 |
| Option to Purchase Licenses for Additional Devices | The Contractor grants to Canada the irrevocable option to purchase licenses for additional Devices at the price set out in Annex B on the same terms and conditions as the initial Device 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. |

7.17.2 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 3 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

7.18 Licensed Software Maintenance and Support**7.18.1** With respect to the provisions of Supplemental General Conditions 4004:

| | |
|--|---|
| Software Support Period | The Software Support Period is the Contract Period. |
| Hours for Providing Support Services | The Contractor's personnel must be available 24 hours a day, 7 days a week, via email and/or phone for all products and components part of this solution. |
| Optional to Purchase Software Maintenance and Support on Additional Licenses | The Contractor grants to Canada the irrevocable option to purchase Software Maintenance and Support on the additional licenses, if Canada exercises its option for this additional Software Maintenance and Support of the Licensed Software, Canada will pay the Contractor the firm annual price set out in the Basis of Payment, payable annually in advance, FOB destination, and GST/HST extra. In the event the Software Maintenance and Support on Additional Licenses begins during the Contract period, the Contractor agrees that in order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance termination date. In any subsequent year in which Canada exercises its option to |

| | |
|--|---|
| | obtain Maintenance, the full amount will apply on the existing Licensed Software. |
| 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. |
| Contractor must provide On-site Support Services | No |
| Contractor must install Software Error corrections and Maintenance Releases and upgrades | No |
| Contact Information for Accessing the Contractor's Support Services | In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: _____ Toll-free Fax Access: _____ Email Access: _____ The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication. <i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i> |
| Website | In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____. <i>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i> |
| Language of Support Services | The Support Services must be provided in both French and English, based on the choice of the User requesting support. |

7.19 Safeguarding Electronic Media

- 7.19.1** 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.
- 7.19.2** 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.

7.20 Termination for Convenience

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

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

(a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

(b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

ANNEX A

STATEMENT OF REQUIREMENT

1.1 Title:

The Public Service Commission has a requirement for a vendor-supported enterprise Postgres-based software system solution in support of the Database Refresh project.

1.2 Background:

The mandate of the Public Service Commission (PSC) is to promote and safeguard merit-based appointments and, in collaboration with other stakeholders, to protect the non-partisan nature of the public service. The PSC reports independently on its mandate to Parliament.

Under the delegated staffing system set out in the Public Service Employment Act (PSEA), the PSC fulfills its mandate by providing policy guidance and expertise as well as by conducting effective oversight. In addition, the PSC delivers innovative staffing and assessment services.

The PSC is mandated to:

- Make appointments to and within the public service, based on merit and free from political influence.
- Administer the provisions of the PSEA that are related to the political activities of employees and deputy heads; and
- Oversee the integrity of the staffing system and, in collaboration with other stakeholders, ensure non-partisanship.

In this context, the Information Technology Service Directorate (ITSD) plays a leading role in the PSC environment that requires an IT infrastructure that is responsive, modern, adaptable, flexible, and secure. Specifically ITSD is responsible for the development and maintenance of assessment tool platforms, the Government of Canada Recruitment System, as well as most back-office applications supporting core PSC business and internal services.

The PSC is proceeding with the Treasury Board Secretariat's (TBS) mandatory project of moving its legacy infrastructure supporting the PSC applications to a streamlined, shared and supported infrastructure at Shared Services Canada (SSC) as part of the Work Load Migration (WLM) initiative. WLM will allow the consolidating, streamlining and better management of data centre infrastructure for Government of Canada (GC).

With WLM, the PSC applications and platforms will need to be at the latest versions supported by SSC and vendors. Thus, the WLM work includes the update of the relational Database Management System on which the PSC applications are running.

Currently, Oracle is the relational Database Management System (DBMS) used to manage most of the PSC applications. The version of Oracle being used is not, however, the latest version. Since the Treasury Board Secretariat (TBS) has made it mandatory for the Government of Canada (GC) to consider Open Source Software (OSS), the PSC wants to take this opportunity to move its database management towards open standards. This would allow the PSC to move its applications to lower cost systems as part of its innovation work.

The PSC has chosen Postgres as the standard since it is one of the leading open source relational database management system with available enterprise level technical support and the product fits nicely with the PSC's other architectural standards. It is also a relational database

management system used in agile application development and throughout the Government of Canada.

The PSC requires proper support for its critical applications for GC recruitment, priority management and online testing. Hence, the PSC needs to seek a vendor supported version of Postgres for these applications so as to avail of 24/7 vendor support and to be able to have the proper tools to manage these applications on Postgres.

1.3 Objective:

To acquire a vendor-supported Postgres database management solution and related tools, including the provision of the maintenance and technical support over a period of three (3) years.

1.4 Scope:

The vendor must provide a supported version of Postgres (9.x or above) database management solution and the relevant tools for the developers and database administrators. The enterprise Postgres solution should support/include the mandatory delivery of the following capabilities:

- 24/7 dedicated technical and database management software support coverage with ongoing maintenance over a period of 3 years including issues management and tracking facility for the version
- Provide Oracle compatibility (SQL and PL/SQL)
- Provide integrated backup and recovery tools
- Provide migration toolkit from Oracle to Postgres
- Performance and scalability
- Provide integrated functionality for storage and manipulation large objects such as Word, Excel, and PDF documents
- Provide partitioning functionality
- Postgres database and toolsets release
- Provide cloud technology support
- Provide user session audit trail utility
- Provide APIs for JDBC, ODBC, .Net and OCI support
- Provide automated job management, alerting and management of database events tools
- Provide flexible training solution

1.5 Constraints:

- It is the responsibility of the vendor to ensure that all written deliverables and services provided are in conformance with PSC's standard desktop operating software, currently, Microsoft Office Suite 2013 (including Word, Excel, and PowerPoint) or PDF.

1.6 Deliverables:

The contractor must provide the following deliverables:

- Product documentation, including configuration, technical architecture and technical guides (English).
- Training documentation/training plan.
- Release notes with documentation on issues with its solutions or recommended solutions.
- Regular updates on tickets raised at the technical support desk.
- Monthly reporting on issues.
- Escalation mechanism for issue resolution.

**ANNEX B
BASIS OF PAYMENT**

| Deliverables | Type of Licence/Type of Support | Quantity | Unit Price | Extended Price |
|--|--|-----------------------------|-------------------|-----------------------|
| Software Licence: <hr/> <i>(name of Software to be completed by the Bidder)</i> | <i>Per virtual core</i> | 18 | | |
| 1 year Software Maintenance and Support –24x7 with 1 hour response time | <i>Per license/ per year</i> | 54 <i>(18 x 3 years)</i> | | |
| SUBTOTAL: | | | | |
| GST/QST (14.975%): | | | | |
| TOTAL: | | | | |

ANNEX C**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 such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's 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 HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-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 HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

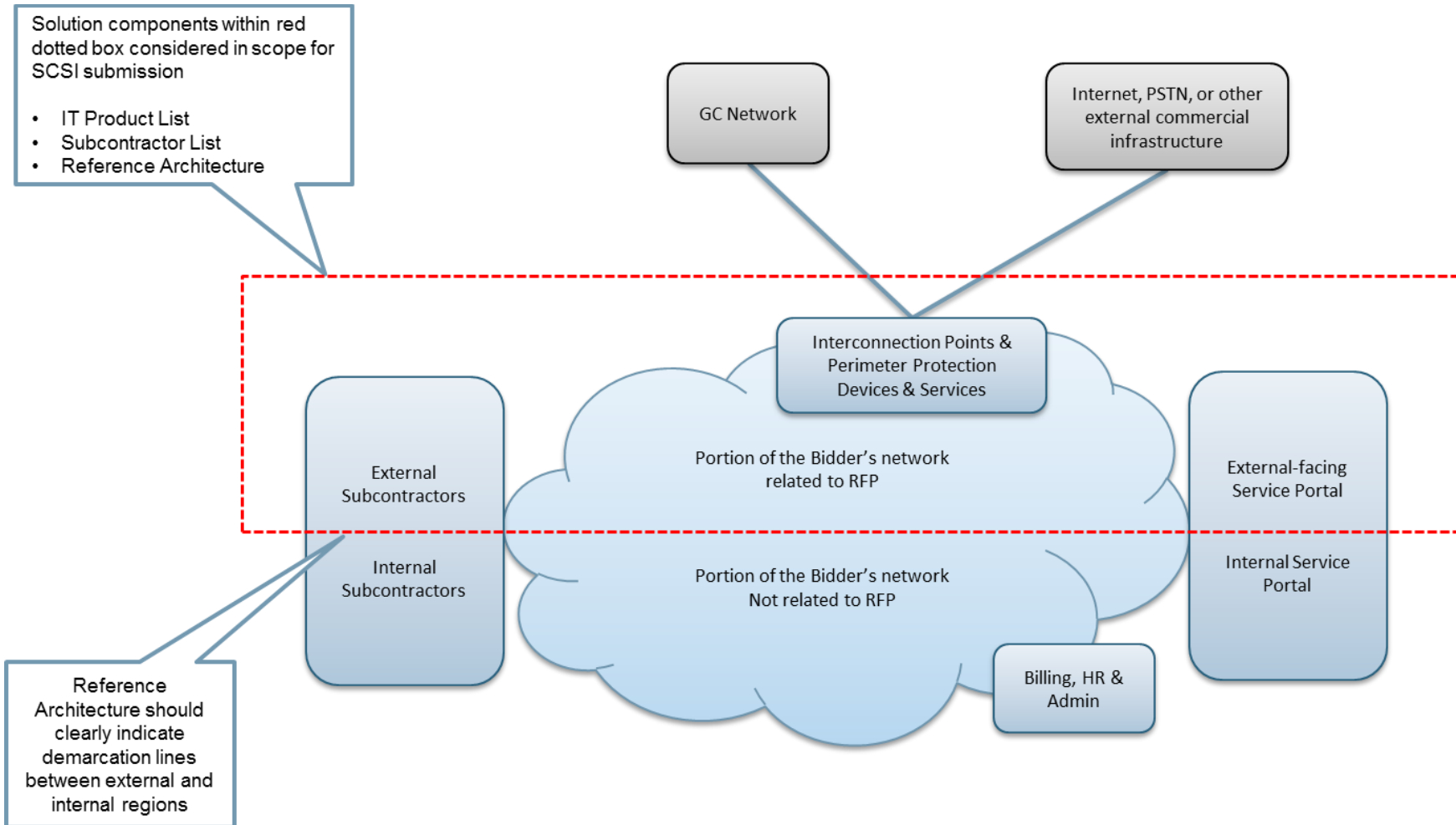
OR

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

Annex D

1) SCSI Submission Form (Attached as a separate document)

2) SCSI Scope Diagram



ATTACHMENT 1 TO ANNEX A

MANDATORY TECHNICAL CRITERIA

| Item | Mandatory Criteria | Cross Reference to Proposal |
|------|---|-----------------------------|
| M01 | The Bidder must provide an integrated vendor supported enterprise database solution using Postgres 9.X and/or above. | |
| M02 | The Bidder must provide 24/7 technical support and database management support with 1 hour acknowledgement response via email and/or phone for all products and components part of this solution. | |
| M03 | <p>The Bidder's solution must provide integrated compatibility (at least at 95%) with Oracle database 11g for Postgres including all of the Oracle databases functionalities listed below:</p> <ul style="list-style-type: none"> • SQL standards compliance with mature and efficient RDBMS (syntax), • PL/SQL (Triggers, Functions, Packages), • Stored procedure in programming languages such as Java, C, Perl, Python, Ruby and JavaScript, • Sequences, • Synonyms, • Materialized view, • Rich expressive data types (Including multi-dimensional arrays and user-defined types, • LOBs, • Application context, • Database link. | |
| M04 | The Bidder must provide integrated backup and recovery tools for Enterprise and Community Postgres databases for point in time recovery and retention policies. | |
| M05 | <p>The Bidder must provide migration toolkit to migrate Oracle 10g and 11g databases to Postgres databases (at least 95% automatically) including all the below structures and functionalities:</p> <ul style="list-style-type: none"> • Tables, Data, LOBs, • Schema, Users, Role, • Packages, Stored procedure, Functions, Trigger. | |
| M06 | The Bidder must provide an integrated Enterprise Postgres database solution supporting unstructured data. | |
| M07 | The Bidder must provide an integrated Enterprise Postgres database solution supporting table partitioning. | |
| M08 | The Bidder must provide an Enterprise Postgres database solution with integrated suite of tools for database monitoring, database management, development, database tuning, high availability functions, advanced concurrency control, backup, disaster recovery and replication to manage both the community and the supported versions. | |

| | | |
|-----|--|--|
| | | |
| M09 | The Bidder must provide coordinated and consistent Postgres database and tools releases including software updates, patches, security fixes with reliable and documented release testing | |
| M10 | The Bidder must provide an Enterprise Postgres database solution that supports cloud technology. | |
| M11 | The Bidder must provide an Enterprise Postgres database solution supporting server based environments such as OpenShift Origin v1.3, RHEL 7, Tomcat, Docker container, Kubernetes, Hypervisor. | |
| M12 | The Bidder must provide APIs for JDBC, ODBC, .Net et OCI for the Enterprise Postgres database. | |
| M13 | The Bidder must provide a flexible training solution on all the enterprise products and components submitted. | |

ATTACHMENT 2 TO ANNEX A**POINT-RATED TECHNICAL CRITERIA**

| Item | Technical criteria | Rating scale | Reference to Proposal |
|-------------|--|---|------------------------------|
| R01 | The Bidder should have performed ongoing software patches and security fixes of the Postgres database software product for the past two years. | Annual patches/fixes: 0 point Bi-annual patches/fixes: 5 points Quarterly patches/fixes: 10 points | |
| R02 | The Bidder should demonstrate contributions back to PostgreSQL community in both code and engineering insight (Provide an example). | 5 points | |
| R03 | The Bidder's proposed solution should support LDAP and Active Directory users' authentication and authorization. | 5 points | |
| R04 | The Bidder's technical support process should provide service request escalation capability and severity management. | 5 points | |
| R05 | The Bidder should provide a product roadmap for their proposed solution for the next three years. | 5 points | |
| R06 | The Bidder should provide on-line resources, technical architecture, technical guide documentation, whitepapers and blog. | 5 points | |

BIDDER FORMS

Form 1: Bid Submission Form

| BID SUBMISSION FORM | | | | | |
|---|---|---|--|--|--|
| Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i> | | | | | |
| Authorized Representative of Bidder for evaluation purposes (e.g., clarifications) | Name | | | | |
| | Title | | | | |
| | Address | | | | |
| | Telephone # | | | | |
| | Fax # | | | | |
| | Email | | | | |
| Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i> | | | | | |
| Jurisdiction of Contract: Province 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 Certification for a definition of "Former Public Servant". | Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification" | | | | |
| | Is the Bidder a FPS who received a lump sum payment under the terms of the work force adjustment directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification" | | | | |
| Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T] | On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> : <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td style="width: 20%;"></td> </tr> <tr> <td>Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)</td> <td></td> </tr> </table> | At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation) | | Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation) | |
| At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation) | | | | | |
| Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation) | | | | | |
| Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.] | | | | | |

| | |
|--|--|
| <p>Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i></p> | |
| <p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. | |
| <p>Signature of Authorized Representative of Bidder</p> | |

Form 2

Software Publisher Certification Form

(to be used where the Bidder itself is the Software Publisher)

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

[bidders should add or remove lines as needed]

Form 3**Software Publisher Authorization Form**

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

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

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____