



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Information Products/Produits d'information

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III, 6A2

Gatineau

Quebec

K1A 0S5

Title - Sujet Oracle Unlimited Product Learning		
Solicitation No. - N° de l'invitation B8986-190040/A	Date 2018-10-25	
Client Reference No. - N° de référence du client B8986-190040		
GETS Reference No. - N° de référence de SEAG PW-\$\$PI-035-75692		
File No. - N° de dossier pi035.B8986-190040	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-11-13		Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Henry, Katelyn		Buyer Id - Id de l'acheteur pi035
Telephone No. - N° de téléphone (343) 998-1801 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF CITIZENSHIP AND IMMIGRATION 365 LAURIER AVENUE WEST OTTAWA Ontario K1A1L1 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, Canada's Online Information Products Terms and Conditions, the Publisher Certification Forms, the Declaration Form, the List of Names, and the Federal Contractors Program for Employment Equity – Certification.

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

1.2 Summary

- 1.2.1 This bid solicitation is being issued to satisfy the requirement of Immigration, Refugees and Citizenship Canada (IRCC) (the “**Client**”) for an annual subscription to the Oracle Unlimited Product Learning Subscription (UPLS).

The solicitation is intended to result in the award of 1 (one) contract for 1 (one) year.

- 1.2.2 The requirement is subject to the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings

After contract award, 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 in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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.

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.

The 2003 (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: one hundred eighty (180) days

2.2 SACC Manual Clauses

(a) SACC Manual Clause B4024T (2017-01-01) – No Substitute Products

2.3 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Bids sent directly to the Contracting Authority will not be considered.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Public Works and Government Services Canada will not be accepted.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered 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.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with Section 08 of the 2003 Standard Instructions, and as amended in part 2 – Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders must provide their bid in a single transmission. The service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (with no reference to price) (1 hard copy and 1 soft copy on CD, DVD or USB flash drive)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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 [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been

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pi035.B8986-190040

Buyer ID - Id de l'acheteur
pi035
CCC No./N° CCC - FMS No./N° VME

addressed.

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Pricing Table detailed below at **Section 4.3**. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 Technical Evaluation – Mandatory Technical Criteria

- (a) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (b) The mandatory technical criteria are as follows:

Criteria Number	Mandatory Requirement
M1	Bidders must provide a one (1) year subscription to the Oracle Unlimited Product Learning Subscription (UPLS), as outlined in the Statement of Work at Annex A.
M2	Bidders must be either: (a) the original publisher, in which case, the Publisher Certification Form located at Annex D must be submitted as part of their bid, <u>OR</u> (b) an authorized reseller of the Oracle UPLS, in which case, Publisher Authorization Form located at Annex D, as appropriate must be submitted as part of their bid.

4.3 Financial Evaluation

1. The price of the bid will be evaluated as follows:
 - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another

date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.
5. The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Table below, completed by the Bidder.

Table 4.3A: Pricing Table

Item No.	Description	Annual Price Per User	Extended Annual Price (All Users)
1	One (1) year subscription to Oracle Unlimited Product Learning Subscription (UPLS), for 6 users	\$	\$
Sub-Total :			\$
Tax (GST / HST), if applicable :			\$
Total :			\$

4.3.1 Taxes – Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

4.4 Basis of Selection – Mandatory Technical Criteria

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

4.5 Consideration of Additional Terms included in Top-Ranked Bid (following financial evaluation)

Bidders may, as part of their bid, submit additional terms. Whether or not such terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional terms are acceptable to Canada is a matter solely within the discretion of Canada.

The process is as follows:

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Buyer ID - Id de l'acheteur
pi035
CCC No./N° CCC - FMS No./N° VME

Bids may include additional terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a publisher's full standard license terms;

In cases where the Bidder has submitted a publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the terms that the Bidder would like Canada to consider;

Canada will review the additional terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;

If Canada determines that any proposed term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;

If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and

If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.

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

PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the completed Integrity Declaration Form (Annex E), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process. **The required documentation is included at Annexes E, F, and G.**

5.2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.3 Publisher Certification and Publisher Authorization

- (i) If the Bidder is the Publisher for any of the proprietary Information Products it bids, Canada requires that the Bidder confirm in writing that it is the Publisher. Bidders are requested to use the Publisher Certification Form included with the bid solicitation. Although all the contents of the 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.

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

5.2.4 Additional Certifications Precedent to Contract Award

5.2.4.1 Rate or Price Certification

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

6.2 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 issued by Public Works and Government Services Canada.

(<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)

6.2.1 General Conditions

2030 (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

6.3 Security Requirements

6.3.1 There is no security requirement applicable to the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

- (i) The **Period of Contract** begins on the date the Contract is awarded and ends one year after that date, inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for this Contract is:

Name: Katelyn Henry
Title: Senior Supply Officer

Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate - PI Division

Address: Place du Portage, Phase III, 6A2
11 Laurier Street
Gatineau, Québec K1A 0S5

Telephone: 343-998-1801
E-mail: katelyn.henry@tpsgc-pwgsc.gc.ca

The Contracting Authority must receive a copy of the Invoice for Canada's record and to ensure the Invoice is in accordance with the Contract prior to payment by the Client. The Contracting Authorities name and contact information is not to be put on the Invoice.

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.

6.5.2 Project Authority (to be identified in any resulting contract)

The Project Authority for the Contract is:

Name: [insert name here]

Title: [insert title here]

Organization: [insert organization here]

Address: [insert address here]
[insert address here]
[insert address here]

Telephone: [insert telephone here]
Facsimile: [insert facsimile here]
E-mail: [insert email address here]

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project 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.

6.5.3 Contractor's Representative (to be identified in any resulting contract)

Name: [insert name here]
Title: [insert title here]

Organization: [insert organization here]

Address: [insert address here]
[insert address here]
[insert address here]

Telephone: [insert telephone here]
Facsimile: [insert facsimile here]
E-mail: [insert email address here]

6.6 Payment

6.6.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B. Customs duties and Shipping are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.6.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In addition to Article 13 - Invoice Submission of General Conditions 2030;

- a) The Government of Canada Contract Number shown on the front page of the Contract must be identified in the Invoice.
- b) The Contract Period must be identified in the Invoice.
- c) The Contracting Authority must not be referenced in the Invoice. The Contracting authority merely requires a copy of the Invoice.
- d) Invoices must be distributed as follows:
 - i. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment; and
 - ii. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2030 (2018-06-21);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Canada's Online Information Products Terms and Conditions; and
- (g) the Contractor's bid dated _____ **(to be determined at the time of contract award).**

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6.11 Insurance Requirements

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

ANNEX A STATEMENT OF WORK

1. Title

Oracle Unlimited Product Learning Subscription (UPLS)

2. Objective

The objective is to provide Immigration, Refugees and Citizenship Canada (IRCC)'s developers and technical specialists with access to Oracle Unlimited Learning Subscriptions to improve their current skills, build new skills with in-depth training, and widen their knowledge base to train across multiple Oracle Products.

3. Background

IRCC uses various Oracle-based products for its Global Case Management System and Grants and Contributions System. Environment Support Technical Specialists install and support the GCMS and the GCS in production and non-production environments. Therefore, an Oracle-branded training solution is required in order to ensure that employees are able to maintain the current system.

4. Requirement

The Contractor must provide a product that is of the same description and brand name as detailed below.

This requirement is to acquire a one (1) year subscription to UPLS for six (6) simultaneous IRCC users. Accounts are to be assigned to individual users and are not interchangeable.

The Subscription must include:

- a) Oracle training on-demand courses;
- b) Oracle learning Streams;
- c) Dedicated virtual lab environment for hands-on practice;
- d) Live connections with Oracle's instructors;
- e) Certification exams (when applicable)
- f) An inventory of Oracle training including, but not limited to:
 - a. Agile Product Lifecycle Management
 - b. Oracle CRM on demand
 - c. Oracle Policy automation + certification
 - d. Siebel + certification
 - e. Server Administration. + certification
 - f. Database (Oracle, My SQL, Data Warehousing) + certification
 - g. Oracle Enterprise Manager Ops Center + certification
 - h. Oracle Enterprise Manager + Certification
 - i. Oracle Application Testing suite
 - j. GoldenGate + certification
 - k. Java + certification
 - l. WebLogic Server + certification
 - m. Business Intelligence
 - n. Identity Management
 - o. Middleware development tools (application dev. Framework, forms & reports)
 - p. Mobile application framework
 - q. Oracle Cloud (SaaS/PaaS/IaaS) + certification

5. Deliverables

The Contractor shall:

- a) Provide online access to Oracle University's product, solutions and training on demand;
- b) Provide available access 24/7 with the exception of scheduled maintenance windows (max 2 days/month);
- c) Provide unlimited access to all available training on demand courses delivered by Oracle's subject matter experts so that participants have access to in-depth training on Oracle products. Any technical issues preventing access to the site should be resolved within 72 hours ;
- d) Provide unlimited access to all of Oracle's Learning streams so that participants have access to videos content by Oracle's subject matter experts on the latest software and versions available;
- e) Provide a dedicated virtual lab environment within the training on demand courses
- f) Provide live connections with Oracle Instructors
- g) Provide continuous beyond the classroom training (online training material accessible through the UPLS portal any time and anywhere); and
- h) Provide uninterrupted, continuous digital access for anytime learning, for beginners, intermediate and advanced learners from any computer or network available to Immigration Refugee and Citizenship Canada employees. For clarity, learner levels are defined below:
 - o Beginner: an end-user who is a novice to the application or requires introduction to basic features and functions;
 - o Intermediate: an end-user who has some experience with the applications and is seeking to refresh their skills or requires introduction to a broader range of features and functions; and
 - o Advanced/Expert: an end-user who uses the application on a daily basis and is seeking to perform more advanced, or less commonly used, techniques.

End-user proficiency is self-selected by the individual end-user. Individual end-users may require access to one (1), two (2) or all three (3) levels of learning content proficiency for one (1), some, or all of Oracle's applications, including those listed in Section 4 f) above. End-user self-selection will vary depending upon their individual proficiency with the applications and the work tasks they are seeking to accomplish.

6. Reporting

The Contractor shall provide a monthly Learning subscription summary to the Project Authority including the following information, preferably in Microsoft Excel format:

User Activation
Subscriber
Activation Date
Consumption Summary
Subscriber
Number of Courses
Percentage (%) of Courses
Hours Consumed
Percentage (%) of Hours Watched
Labs Provisioned
Percentage (%) of Total Labs Provisioned
Subscription Videos

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Percentage (%) of Subscription Videos
Subscription Hours
Percentage (%) of Subscription Hours
Consumption Details
Subscriber Name and/or Email Address
Active Subscriber (Yes/No)
Course Title
First Access Date
Last Access Date
Product Area
Product Family
Number of Videos in the Course
Number of Videos Accessed
Hours Consumed
Minutes Consumed
Total Progress
Labs Requested
Subscriber
Lab Start Date
Lab End Date
Course Title
Summary Learning Path
Subscriber
Channel
Role/Series
Product
Skill Collection
Skill
First Attempt Day
Last Attempt Day
Component Title
Hours
Minutes
Seconds

7. Travel

There is no travel associated with this requirement.

9. Timeframe and Delivery Dates

The UPLS product must be delivered within 5 business days of contract award.

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ANNEX B
BASIS OF PAYMENT

Item No.	Table 1	Price
	Initial Deliverables Description	
1	Oracle Unlimited Product Learning Subscription (UPLS) for six (6) users	
	Sub-Total :	
	Applicable Tax :	
	TOTAL :	

ANNEX C CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS

1. DEFINITIONS

Authorized User(s): are employees of the Licensee (whether on a permanent, temporary or contract basis) who are permitted to access the Secure Network from within the Licensee's Premises or from such other places where Authorized Users undertake their work for the Licensee (including but not limited to Authorized Users' offices and homes) and who have been issued a password or other authentication by the Licensee.

Commercial Use: use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, use by the Licensee or by an Authorized User of the Licensed Materials in the course of research, product development and related activity in the normal course of business does not constitute Commercial Use.

Contractor: the Publisher to whom the Contract is awarded.

Licensee: Canada is the licensee.

Online Information Product(s) otherwise referred to as "Licensed Material(s)": for purposes of these licensing terms and conditions, Online Information Product(s) refers to the licensed material(s) which are electronic versions of the content published by the Publisher.

Secure Network: a network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users.

Server: the server, either the Contractor's server or a third party server designated by the Contractor, on which the Licensed Materials are posted and may be accessed.

Subscription Fee: the license fee for each year of the period of contract.

Subscription Period otherwise referred to as "Term" or "Contract Period": the length of time the Online Information Product(s) are made available to the Authorized User(s), as identified in the Contract.

2. LICENSE

- a. Licensee acknowledges and accepts that the license to use the Online Information Product(s) being procured through this Contract is non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Online Information Product(s) via a Secure Network.
- b. This License shall commence at the beginning of the Subscription Period, for each of the Online Information Products as set out in the Contract and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.
- c. The Contractor guarantees that it has the right to grant to Licensee all the rights granted under this License. The Contractor also guarantees that all necessary consents to that grant have been obtained.
- d. The Contractor agrees that the terms and conditions of this Contract, which includes this License as Annex A, supersede any previous terms and conditions agreed to that pertain to this specific requirement. Any conditions accompanying or enclosed with the Online Information Product(s), if any, do not form part of the Agreement and, therefore, are not part of Licensee's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Licensee or any Authorized User be required to enter into any additional license agreement with respect to the Online Information Product(s) or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Online Information Product(s) signed by anyone other than the Contracting Authority is void and of no effect.

- e. Licensee is not bound by any "click through" conditions or any other conditions, express or implied, that are contained in or on the packaging or Media or conditions that may accompany the Online Information Product(s) in any manner, regardless of any notification to the contrary. For further clarification, Licensee acknowledges that the Authorized User(s) may have to manually click to accept a "click-through" in order to gain access to the Online Information Product(s) as standard practice.
- f. Licensee acknowledges that ownership of the Information Products belongs to the Contractor or its licensor and is not transferred to Licensee. As a result, any reference in the Contract to any part of Information Products as a deliverable must be interpreted as a reference to the license to use the Information Products, not to own the Information Products.

3. USAGE RIGHTS

- A. The Licensee and its Authorized Users will have access to the Online Information Product(s) from the Server via the Secure Network and are permitted online access to the Online Information Product(s) as detailed in the Contract, and may download, display, view, retrieve, browse, collate, save, or print text, make back-up copies, search results, or other information, as reasonably necessary, solely for the private use or research of the Licensee and the Authorized Users.
- B. The Licensee and its Authorized Users may provide print or electronic copies of individual articles, chapters or other individual items of the Content, to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval, patent and/or trademark applications or other regulatory purposes in respect of Licensee's products or services.
- C. Nothing in this License shall in any way exclude, modify or affect any of the Licensee's rights under the *Copyright Act* of Canada.

4. PROHIBITED USES

- 4.1 Licensee must not engage in the following activities and must take all commercially reasonable efforts to prevent Authorized Users from engaging in the following activities:
 - i. remove or alter the authors' names or the Contractor's copyright notices or other means of identification or disclaimers as they appear in the Online Information Product(s);
 - ii. systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than back-up copies permitted under clause 3;
 - iii. mount or distribute any part of the Online Information Product(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;
 - iv. directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the content to a commercial entity's internet website, or otherwise charge a fee for access, provided however, that recovery of direct costs by Licensee from Authorized Users, and use of the Content in the course of research funded by a commercial organization shall not violate this sub-section.
- 4.2 The Contractor's or its duly authorized Representative's explicit written permission must be obtained in order to:
 - i. use all or any part of the Online Information Product(s) for any Commercial Use, other than as permitted in clause 3;

- ii. systematically distribute the whole or any part of the Online Information Product(s) to anyone other than Authorized Users;
- iii. publish, distribute or make available the Online Information Product(s), works based on the Online Information Product(s) or works which combine them with any other material, other than as permitted in this License;
- iv. alter, abridge, adapt or modify the Online Information Product(s), except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License, to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

5. CONTRACTOR'S UNDERTAKINGS

- (A) The Contractor reserves the right at any time to withdraw from the Online Information Product(s) any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Contractor shall give written notice to the Licensee not less than sixty (60) days in advance of such withdrawal. If such modification or withdrawal materially alters the Licensees' use of the product the Contractor will work with the Licensee to come to a mutually agreeable arrangement regarding replacement of content or refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining unexpired portion of the Subscription Period.
- (B) Except as expressly provided in this License, the Contractor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Online Information Product(s), merchantability or fitness of use for a particular purpose. The Online Information Product(s) are supplied 'as is'.

6. LICENSEE'S UNDERTAKINGS

The Licensee must:

- A. ensure that only Authorized Users are permitted access to the Online Information Product(s).
- B. ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Online Information Product(s) and that they are made aware of and undertake to abide by the terms and conditions of this License;
- C. monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Contractor and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- D. issue passwords or other access information only to Authorized Users and use reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- E. keep full and up-to-date records of all Authorized Users and their access details and provide the Contractor with details of such additions, deletions or other alterations as are necessary to enable the Contractor to provide Authorized Users with access to the Online Information Product(s) as contemplated by this License;
- F. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental

breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.

7. UNDERTAKINGS BY BOTH PARTIES

- A. Each party shall use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.
- B. The parties must not disclose the terms and conditions or the subject matter of this Licence (including, without limitation, the list of the Online Information Product(s) and any usage data compiled and supplied) or any other information about the other party's business to any third party without the prior written consent of the other. This provision will survive the termination of this Licence, and any information obtained or received which comes within these restrictions must remain confidential, provided always that this obligation will not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with either of the parties hereto.

8. LICENSE FEE

Licensee must pay the fees to the Contractor as set forth in the Contract.

9. TERM AND TERMINATION

- a. In addition to automatic termination (unless renewed) under clause 2, this License could be terminated:
 - i. if the Licensee defaults in making payment of the Fee as provided in the Contract;
 - ii. if either party commits a material or persistent breach of any term or obligations of this License or the Contract and fails to remedy the breach within thirty (30) days of notification in writing by the other party;
- b. On termination all rights and obligations of the parties automatically terminate except as specifically provided in this License.
- c. On termination of this License for default, as specified in clauses 9 a., the Licensee shall immediately cease to distribute or make available the Online Information Product(s) to Authorized Users.
- d. On termination of this License by the Licensee for default, as specified in clause 9.a.(ii). above, the Contractor shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.
- e. The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.

10. GENERAL

Alterations to this License are only valid if they are recorded in writing and signed by both the Contractor and the Contracting Authority representing the Licensee.

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ANNEX D
PUBLISHER CERTIFICATION FORMS

Form D1 Publisher Certification Form (to be used where the Bidder itself is the Publisher)
<p>The Bidder certifies that it is the publisher of the Information Products outlined in the Statement of Work at Annex A, and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the Information Products) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:</p> <div style="border-top: 1px solid black; height: 20px; margin-top: 10px;"></div> <div style="border-top: 1px solid black; height: 20px; margin-top: 10px;"></div> <div style="border-top: 1px solid black; height: 20px; margin-top: 10px;"></div> <div style="border-top: 1px solid black; height: 20px; margin-top: 10px;"></div>
<p><i>[Bidders should add or remove lines as needed]</i></p>

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Form D2
Publisher Authorization Form
(to be used where the Bidder is not the Publisher)

This confirms that the publisher identified below has authorized the Bidder named below to license its proprietary Information Products under the contract resulting from the bid solicitation identified below. The 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 Information Products of the publisher listed below. The 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 Information Products of the 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 Information Products:

[Bidders should add or remove lines as needed]

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

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**ANNEX F
LIST OF NAMES FORM**

Complete Legal Name of Company	
Company's address	
Company's Procurement Business Number (PBN)	
Solicitation number	
Board of Directors (Use Format – first name last name) Or put the list as an attachment	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
Other members	
Comments	

ANNEX G FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – 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 permanent full-time and/or permanent part-time employees.

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

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

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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