



SHARED SERVICES CANADA

Request for Robotic Process Automation Enterprise Solution for Employment and Social Development Canada (ESDC)

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Closing Date and Time	June 30, 2021 @ 14:00		
Time Zone	Eastern Daylight Time (EDT)		
Destination of Goods/Services	22 Eddy, Gatineau QC, K1A 0J9		
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THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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1. General Information

1.1 Overview

- a) **Nature of Requirement:** Employment and Social Development Canada has a requirement for a Robotic Automation Enterprise Software Solution. The requirement has a solution maintenance and training aspect included.
- b) **Client:** Under the Contract, the “Client” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will initially be used by SSC to provide shared services to Employment and Social Development Canada. SSC may also use this contract to provide shared services to other clients, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the Contract Period, and those other organizations for whom SSC’s services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients or may use alternative means to provide the same or similar services.
- c) **Number of Contracts:** ESDC is currently contemplating the award of one (1) contract.
- d) **Term of Contract:** ESDC is currently contemplating a contract period of one (1) year, plus four (4) option periods of one (1) year each.

1.2 Applicable Trade Agreements

The following trade agreements apply to this procurement process:

Trade Agreements	Yes/No
Canadian Free Trade Agreement	Yes
World Trade Organization Agreement on Government Procurement	Yes
Canada-Chile Free Trade Agreement	Yes
Canada-Columbia Free Trade Agreement	Yes
Canada-Peru Free Trade Agreement	Yes
Canada-Panama Free Trade Agreement	Yes
Canada-Honduras Free Trade Agreement	Yes
Canada-Korea Free Trade Agreement	Yes
Comprehensive and Progressive Agreement for Trans-Pacific Partnership	Yes
Canada-European Union Comprehensive Economic and Trade Agreement	Yes
Canada-Ukraine Free Trade Agreement	Yes

1.3 Volumetric Data

The technical specification data has been provided to Bidders to assist them in understanding Canada’s requirements. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada’s future usage or purchase of Robotic Process Automation Enterprise Software will be consistent with this data. It is provided purely for information purposes.

2. Instructions for Bidders

2.1 Standard Instructions, Clauses and Conditions

- a) All instructions, clauses and conditions identified in this document or any of its attachments by number, date and title are either:
 - i) 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; or
 - ii) set out at (<https://buyandsell.gc.ca/policy-and-guidelines/Supply-Manual>).

These documents are incorporated by reference and they form part of this document as though they were expressly set out here in full.

- b) SSC's Standard Instructions for Procurement Documents No. 100 ("**SSC's Standard Instructions**") are incorporated by reference into and form part of the solicitation. If there is a conflict between the provisions of SSC's Standard Instructions and this document, this document prevails.
- c) With respect to SSC's Standard Instructions:
 - i) With respect to bid validity bids will remain valid for 120 days.
- d) By submitting a bid, the Bidder is confirming that it agrees to be bound by all the instructions, clauses and conditions of the solicitation.
 - i) Allow the standard instructions annex to speak to the rest of the standard instructions.

3. Preparing and Submitting a Response to this Solicitation

3.1 General Instructions

SSC's Standard Instructions include instructions with respect to bids, which apply in addition to those described in this document.

3.2 Electronic Submission of Bids

3.3 Submission of Responses

- a) Respondents must submit their responses by the date and time of bid closing to the email address provided on page 1 of the RFP identified as the "Email Address for Response Submission".
- b) All submission documents must be viewable with the Microsoft Office Suite of applications. Canada requests that bidders follow these format guidelines:
 - i) use 8.5 x 11 inch paper;
 - ii) use a numbering system that corresponds to the solicitation;
 - iii) include a title page at the front of each section of the bid that includes the title, date, solicitation number, bidder's name and address and contact information of its representative; and
 - iv) include a table of contents.
- c) **Signature of Bid:** Canada requires that each submission be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be signed in accordance with the Subsection above entitled "**Joint Venture Bidders**" as per the Standard Instructions. If the bid is not signed at the time it is submitted, the Bidder must sign the bid if requested by the Contracting Authority.
- d) **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. Please see PWGSC's Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>), which SSC has also adopted (please verify). To assist Canada in reaching its objectives, Canada requests that bidders use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content
- e) **Language:** Documents and supporting information may be submitted in either or both Canadian Official Language, English or French.
- f) **Property of Canada:** All submissions whether received on time or not will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act*, the *Privacy Act* and any other applicable laws.
- g) **Submissions Must Be Complete:** Unless otherwise specified in the solicitation, Canada will evaluate only the documentation provided with the bid. Canada will not evaluate information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

- h) Respondents may submit their responses in multiple emails, but all emails must arrive before the bid closing date and time to be evaluated as part of the response. The maximum email size that can be received by SSC is 15 MB. Respondents should ensure that they submit their response in multiple emails if their attachments will cause the email to exceed that size.
- i) The time at which the response is received by SSC will be determined by the “Sent Time” indicated in the email received by SSC at the Email Address for Response Submission.
- j) If the Respondent is experiencing difficulties transmitting the email, the Respondent should contact SSC immediately.
- k) The respondent is encouraged to utilize a delivery and read receipt application to ensure their submission has been accepted by SSC. Respondents who have tried to submit a response, but have not received an email notification acknowledging receipt should contact the Contracting Authority so that they can determine whether or not the response arrived.
- l) Canada will not be responsible for any technical problems experienced by the Respondent in submitting its response, unless Canada’s systems are responsible for a delay in delivering the email to the SSC Email Address for Response Submission. Should a government system problem occur known to the contracting authority, the submission deadline will be extended.
- m) In the case of emergency, SSC has the discretion to accept a hand delivered (in person by a representative of the Respondent or by courier) of a CD that includes the entire response. The hand delivered response must be received by the closing date and time.

3.4 Pre-Bid Compliance Process

- a) **Bidders are invited to submit a Pre-Bid:** Canada invites bidders to submit the following:
 - i) [draft technical bids/draft responses to the mandatory technical requirements]

This is referred to as a “**Pre-Bid**”. The submission of a Pre-Bid by any bidder is optional and is not a pre-condition to submitting a bid on the closing date. Canada will not return Pre-Bids to bidders, but will treat Pre-Bids the same way it treats bids, in accordance with Section 1.8(j) of SSC’s Standard Instructions.
- b) **How to submit a Pre-Bid:**
 - i) by email to the Contracting Authority. When a Pre-Bid is received by email, the Contracting Authority will send an email acknowledgement back to the bidder. If the bidder does not receive an email acknowledgement, the bidder is encouraged to follow-up by telephone with the Contracting Authority.
- c) **A Pre-Bid will only be reviewed if submitted by the Pre-Bid Deadline:** Canada will review only Pre-Bids submitted by no later than 11:59 p.m. [June 22, 2021] (the “**Pre-Bid Deadline**”). Canada will review only one Pre-Bid from each bidder (i.e. after receiving feedback, the bidder cannot submit a new version of its Pre-Bid for review).
- d) **Canada will provide Feedback on Pre-Bids:** The Contracting Authority will provide confidential feedback, referred to as a Preliminary Evaluation Notice (PEN), to each bidder that has submitted a Pre-Bid by the Pre-Bid Deadline. Canada will normally provide that feedback by email and the bidder is deemed to have received Canada’s feedback at the time it is sent by Canada. Canada is not responsible for any technical delays in the receipt by the bidder of its feedback.

- e) **Nature of Canada's Feedback where No Deficiencies identified:** If Canada does not note any deficiencies during its review of a Pre-Bid, Canada will provide the relevant bidder with a "nil" response.
- f) **Nature of Canada's Feedback where Deficiencies identified:** If Canada notes deficiencies during its review of a Pre-Bid, Canada will provide written feedback to the bidder indicating any mandatory requirements that Canada has noted:
- i) have not been addressed at all;
 - ii) have not been sufficiently addressed; and
 - iii) are addressed in such a way that the Pre-Bid would be declared non-compliant if submitted on the closing date.

While Canada will note the reason the Pre-Bid is deficient, Canada will not indicate to the bidder how the deficiency can be corrected. For example, the feedback might consist of statements such as the following:

- *The OEM certification appears to have been signed by a representative of the bidder rather than the OEM.*
- *The Pre-Bid did not demonstrate that the bidder has 3 years of experience on the Pre-Bid closing date.*
- *The Pre-Bid did not demonstrate that proposed equipment meets the specifications set out in Annex B.*
- *The Pre-Bid did not demonstrate that the bidder has an existing portal for placing service orders.*

Once Canada has indicated that a specific mandatory requirement has not been met, Canada is not required to breakdown each way in which the bidder has failed to meet the mandatory requirement. Canada will also not respond to questions about the feedback. If Canada determines that a Pre-Bid is substantially deficient (i.e., there are more than [5] deficiencies identified), Canada reserves the right not to conduct a full review, in which case Canada will identify to the bidder only those deficiencies noted by Canada before it ceased its review. In addressing Canada's feedback, bidders should ensure that the elements of the bid remain consistent following any changes made.

- g) **Timing for Providing Feedback:** The time it takes for Canada to provide the feedback will depend on the number of Pre-Bids received and their quality. Canada does not commit to provide its feedback within a specific amount of time. If Canada has not provided feedback with respect to the Pre-Bids at least 5 FGWDs before the scheduled closing date, the closing date will be extended so that all bidders have 5 full FGWDs (the day of receipt of the feedback is not counted) to finalize their bids prior to the closing date. For example, Canada sends the feedback to the bidders on Monday at 10am. Assuming there are no holidays during this period, the bidder will have Tuesday, Wednesday, Thursday, Friday, and the following Monday to refine its bid. The closing date will be no earlier than the following Tuesday.
- h) **Bidder Solely Responsible for Submitting Compliant Bid at Closing:** Even if Canada provides feedback regarding a Pre-Bid, the bidder is solely responsible for ensuring that its bid submitted on the closing date is accurate, consistent, complete and fully compliant. Canada does not guarantee that it will identify every deficiency during its review of the Pre-Bid. By submitting a Pre-Bid, the bidder is agreeing that Canada's review is only preliminary

and that Canada will not be responsible in any way for failing to identify any omission, deficiency or non-compliance during its review of the Pre-Bid.

- i) **No Financial Information:** Canada requests that bidders not include any financial information in their Pre-Bid.

3.5 Content of Response

- a) **Specific Responses to the Qualification Requirements at Annex A (Mandatory at Solicitation Closing):** Please review Annex A carefully and ensure that all the mandatory and requested information is included in your response.

- b) **Certifications (Requested at Solicitation Closing):**

- i) By submitting a response, the Respondent is automatically providing the following certifications set out in SSC’s Standard Instructions in the section entitled “**Deemed Certifications from Each Bidder**”:

Equipment and Software is “Commercial Off-the-Shelf”	Yes
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- ii) The Respondent is also required to provide the following certifications described in SSC’s Standard Instructions. Although all these certifications are requested at Solicitation closing, if Canada determines that the any certification is missing, incomplete or require correction, Canada will provide the Respondent with an opportunity to do so.

Software Publisher Certification Form	Required – please provide the certification using the Form provided in Appendix 1
Software Publisher Licensed Authorization Reseller Form	Required – please provide the certification Form provided in Appendix 2

Respondents should note that certain certifications that are not required at the solicitation stage may be required at a later stage of the procurement process.

- c) Pricing as per Annex B (Mandatory at Solicitation Closing): Please ensure all pricing cells have been completed.

3.6 Response Requirements: Technical Response

A complete response consists of all of the following:

- a) **Response Submission Form (Requested at Solicitation Closing):** Bidders are requested to include the Submission Form with their bids. It provides a common form in which Bidders can provide information required for evaluation, such as a contact name, the Bidder’s Procurement Business Number, the language for future communications with Canada about this procurement process, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information requested by the Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- b) **Substantiation of Technical Compliance Form (Mandatory at Solicitation Closing):** The technical response must substantiate the compliance of the Bidder and its proposed Solution specific articles of the Statement of Work identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid

solicitation not referenced in the form. The substantiation must not simply be a repetition of the text of the form, but must clearly explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant and disqualified. The substantiation may refer to additional documentation submitted with the bid. This information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where substantiation can be located in the bid the reference material. The reference must include the title of the document, and the page and paragraph numbers for the reference. Canada may request clarification that the Bidder direct Canada to the appropriate location in the documentation.

- c) **Implementation Plan (Mandatory at Solicitation Closing):** The Bidder must include a proposed implementation plan, which demonstrates that the Bidder's proposed implementation plan meets all the mandatory requirements for implementation described in the Statement of Work.
- d) **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.

3.7 Bid Requirements: SCSI Submission

SCSI Submission The response must include all the Supply Chain Security Information required by Annex D.

3.8 Financial Response

- a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Tables provided as Annex B. Unless otherwise indicated in the Pricing Tables, providing a price for every pricing cell is a mandatory requirement of this solicitation.
- b) ESDC reserves the right to negotiate the purchase of licenses if required.
- c) Bids must be submitted in CAD.

4. Evaluation Process

4.1 General Evaluation Procedures

- a) General evaluation procedures that apply to this solicitation are described in SSC's Standard Instructions.
- b) A bid must comply with all the requirements of the solicitation and meet all mandatory evaluation criteria to be declared compliant.

4.2 Technical Evaluation

Please refer to Annex C for Technical Evaluation grid. There are Mandatory requirements which must be met to be deemed compliant and rated requirements which will result in the bidder's technical score.

4.3 SCSI Assessment Process

Canada will also assess the Supply Chain Security Information submitted by the Respondent in accordance with Annex D. Canada must approve the SCSI in order for the bid to be declared compliant.

4.4 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Evaluated Price using the Pricing Tables (Annex B) completed by the bidders.

4.5 Proof of Concept

- i) Through the Proof of Concept (PoC) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex E. The PoC test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in Annex A.
- ii) Canada will document the results of the PoC Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoC Test and the bid will be disqualified. Canada may, as a result of the PoC test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoC test. The Bidder's score will not be increased as a result of the PoC test. If the Bidder's score is reduced as a result of the PoC test, Canada will reassess the ranking of all bidders.
- iii) In connection with the PoC testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.
- iv) If, during the initial installation of the software for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public

before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

4.6 Consideration of Additional Software Use Terms included in Top-Ranked Response (following financial evaluation)

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

- vi) If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use 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.

To ensure that only additional software use terms that have been agreed to by both parties are incorporated into any resulting contract, the additional software use terms proposed are to be included as a separate annex and initialed by both parties. The fact that some additional terms and conditions or software use terms were included in the response will not result in those terms applying to any resulting contract.

4.7 Basis of Recommendation for Award of Resulting Contract

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

5. Resulting Contract Clauses

5.1 Requirement

- a) [Contractor's Name] (the "Contractor") agrees to supply the goods described in the Contract to the Client in accordance with, and at the prices set out in, the Contract. This includes:
 - (i) granting the license/use of the Software solution described in the Contract, which is subject to a Software Warranty Period of 12 months;
 - (ii) providing Software Maintenance and Support for the Software solution during the Software Support Period;
 - (iii) providing documentation for the Software solution;
 - (iv) Installation and configuration services and Training Services; and
 - (v) options for additional Licenses and Maintenance and Support periods.
- b) **Client:** Under the Contract, the "Client" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This Contract will initially be used by SSC to provide shared services to Employment and Social Development Canada. SSC may also use this contract to provide shared services to other clients, which include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract Period, and those other organizations for whom SSC's services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients or may use alternative means to provide the same or similar services.
- c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by and no additional fees will be payable as a result of the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where the dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Additional definitions are included in Annex H.

5.2 License

- a) **License:** The Contractor must provide the Green Screen App Solution described in the Contract, which includes everything described in this article, as well as anything further required to ensure that the Client is able to use all the features and functionality of the Solution listed in Annex A, including but not limited to providing any and all agents, host agents, access licenses, drivers, application program interfaces, adapters, connectors, plug-ins, and software development tool kits.

5.3 Software Solution Warranty, Software Maintenance and Support

- a) **Software Solution Warranty:** Despite Section 15 (Warranty) of 4003 or anything else to the contrary in this Contract, the "**Warranty Period**" begins on the date the Licensed Solution and the deliverables are accepted in accordance with the terms of this Contract and continues for 12 months.

- b) **Software Maintenance (See Annex H for definitions):** In addition to the obligations set out in Section 15 (Warranty) of 4003 - Licensed Software, and the Contractor's obligations under 4004 - Maintenance and Support Services for the Licensed Software Solution, the Contractor must provide the following services as part of the "**Software Maintenance**" throughout the "**Software Support Period**", which is identified in Annex A, plus any period during which Canada has exercised its option under the Contract to extend the Software Maintenance. The Contractor must provide the Client with the most recent release(s) and version(s) of the Licensed Software during the period of the Software Maintenance, as soon as they are available.
- c) With respect to the provisions of Supplemental General Conditions 4004:

<p>Contact Information for Accessing the Contractor's Support Services</p>	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____</p> <p>Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p><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></p>
<p>Website</p>	<p>In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor should 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 should be available to Canada's users 24 hours a day, 365 days a year, and should be available 99% of the time. The Contractor's website address for web support is _____.</p> <p><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></p>

- d) **Optional Goods - Extend the Software Solution and Support Period:** The Contractor grants to Canada the irrevocable option(s) to extend the Software Solution and Support Period by 4 additional one-year periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Solution and Support Period, the prices will be those set out in the Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
- e) **Optional Goods - Purchase Additional Licensed Growth Bundles:** The Contractor grants to Canada the irrevocable option to purchase licenses at the price set out the Basis of Payment on the same terms and conditions granted under the Contract. The option(s) may be exercised at any time during the Contract Period, as many times as Canada chooses. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment. 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.

5.4 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>. 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 of Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

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

Section 02, delete "Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16"

Section 22 (5) of the General Conditions – Higher Complexity – Goods is amended as follows: delete "Public Works and Government Services (PWGSC)" insert "Shared Services Canada (SSC)"

The following Supplemental General Conditions apply to and form part of the Contract.

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

At Section 8 – Replace with the following.

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, at 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.

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

For purposes of this procurement, the PWGSC policies referenced within the Standard Acquisition Clauses and Conditions Manual are adopted by SSC policies.

5.5 Security Requirement

This document is UNCLASSIFIED, however;

- a) The Contractor shall treat as confidential, during as well as after the performance of the software or services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;
- b) Contractor personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

5.6 Term of Contract

a) **Contract Period**

The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) the “**Initial Contract Period**”, will be one year from the date the contract is awarded ; and
- (ii) the period during which the Contract is extended, if Canada chooses to exercise any options (if any) set out in the Contract.

Despite the Contract Period, the license to use the Licensed Software is in perpetuity.

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

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

5.7 Authorities

a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Michaela Criper
Title: Procurement Officer
Organization: Shared Services Canada
Procurement and Vendor Relations
Networks, End Users, and Cyber Security
Address: 180 Kent Street, 13th Floor Ottawa
Telephone: 613-462-9890
E-mail address: michaela.criper@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 SSC 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 SSC Contracting Authority.

b) **Technical Authority**

The ESDC Technical Authority for the Contract is:

Name: TBD
Title:
Organization:
Address:
Telephone:
E-mail address:

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

c) **Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: TBD
Title:
Telephone:
Facsimile:
E-mail address:

5.8 Payment

- a) **Licensed Software Solution:** For the license to use the Licensed Software (including delivery, warranty and the Licensed Documentation all as detailed in the Contract, Canada will pay the Contractor the firm price (s) as set out in Annex B, FOB destination, including all customs duties, GST/HST extra.
- b) **Advance Payments Software Maintenance and Support for the Licensed Software:** For the Software Maintenance and Support, as detailed in this Contract, Canada will pay the Contractor, the firm annual price(s) set out in Annex B, payable in advance, FOB destination, including all customs duties, GST/HST extra.
- c) **Optional goods - Additional Growth of Software Solution:** For additional licenses to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, GST/HST extra.
- d) **Optional goods – Extend the Licensed Software Solution and Software Maintenance and Support:** For optional Licensed Software Solution and Software Maintenance and Support, if Canada exercises its option for Software Maintenance and Support of the Licensed Software, Canada will pay the Contractor the firm annual price(s) set out in Annex B, payable in advance, FOB destination, including all customs duties, GST/HST extra.
- e) **Co-terminus Prorated Cost for Additional Licenses:** When Canada procures additional rights to use the software for additional users, the cost will be as per Annex B Table B – Option for Additional Users and will be calculated on a prorata basis of a twelve month year and a thirty day month, adjusted to the current contract end date.
- f) **Training Services:** For Training Services, Canada will pay the Contractor the firm price(s) set out in Annex B, payable in arrears, FOB destination, including all customs duties, GST/HST extra.
- g) **Limitation of Expenditure:** 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.
- h) **Method of Payment - Licensed Software:** 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.

- i) **Method of Payment – Software Maintenance and Support:** 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.

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. 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.

- j) **Method of Payment– Training Services:** In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in the Contract. Customs duties are excluded and Applicable Taxes are extra. 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.
- k) **Discretionary Audit**
The following are subject to government audit before or after payment is made:
- The amount claimed under the Contract, as computed in accordance with the Annex B.

5.9 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision. 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 changes for work performed by subcontractors.
- b) The Contractor will submit invoices on its own form, which will include:
- (i) the date;
 - (ii) the Contractor name and address;
 - (iii) the Destination
 - (iv) Standing Offer/Supply Arrangement number (if applicable);

- (v) Contract serial number;
 - (vi) Product name and description
 - (x) the amount invoiced (exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate, shown separately;
 - (xi) Client Reference Number (CRN); and
 - (xii) Business Number (BN).
- c) The Contractor will send the original and one copy of the invoice to the Departmental Authority's paying office at the following location:
- TBA
- d) A copy of the invoice must be sent to the Contracting Authority at the following address:
- michaela.criper@canada.ca

5.10 Applicable Laws

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

5.11 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) These Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b) The supplemental general conditions:
 - (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
 - (ii) 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- c) 2030, General Conditions - Higher Complexity - Goods – (2016-04-04);
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Contractor's bid 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;
- g) Annex H, Definitions.

5.12 Insurance Requirements

SACC Manual clause G1005C (2016-01-28) Insurance Requirements is hereby included as part of the Terms of the Contract.

5.13 Safeguarding Electronic Media

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

5.14 Termination for Convenience

Notwithstanding the Termination for Convenience provisions contained at Section 32 of 2030 - General Conditions - Higher Complexity - Goods, the parties agree that in the event of termination of services for the convenience of Canada for which an advance payment has been made, charges up to the date of termination will be calculated on a prorated basis of a twelve month year and a thirty day month. The Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1 ¼ percent per annum.

5.15 Limitation of Liability - Information Management/Information Technology

a) **First Party Liability:**

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and

- (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1M.

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

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

b) Third Party Claims:

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

The Parties are only liable to one another for damages to third parties to the extent described in this paragraph (b).

5.16 Electronic Procurement & Payment

The Contractor must support SSC's implementation of the iValua Buyer procurement system. When instructed by the Contracting Authority, the Contractor must submit quotes, accept orders, submit shipping/service delivery notices and submit invoices through the procurement system.

ANNEX A- STATEMENT OF WORK

(Available with the RFP package)

ANNEX B- BASIS OF PAYMENT

(Available with the RFP package)

ANNEX C- EVALUATION CRITERIA

(Available with the RFP package)

ANNEX D- SCSI SUBMISSION FORM

(Available with the RFP package)

ANNEX E - PROOF OF CONCEPT

(Available with the RFP package)

ANNEX F - BID SUBMISSION FORM

(Available with the RFP package)

ANNEX G - STANDARD INSTRUCTIONS FOR PROCUREMENT DOCUMENTS

(Available with the RFP package)

ANNEX H - DEFINITIONS

"Renames" means an upgrade to the Licensed Software where the product name is changed, but the new software product has similar features and functionality as the Licensed Software, regardless of whether the Contractor refers to it as a "rename".

"Bug Fixes" means a temporary work-around, patch, or bypass to update the program code to correct errors or defects.

"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).

"Error" means any software instructions or statement contained in (or absent from) the Licensed Program that, by its presence or absence, prevents the Licensed Software from operating in accordance with the Specifications.

"Enhancement" also often referred to as an **"interim release"** means an interim release version of the Licensed Software, which is often documented by adding a further decimal and digit to the version or release number (e.g., V.X.X.2 would be the next enhancement after V.X.X.1).

"Upgrades (minor)" means an update to the Licensed Software to add, extend, enhance and/or improve the existing features, functionality and/or performance of the program code, which is documented by a version or build number change to the right of the first decimal (e.g., Product X Version 1.0 changes to Product X Version 1.1 or Product X Version 1.0.0 changes to Product X Version 1.0.1), regardless of whether the Contractor refers to it as a "minor upgrade".

"Upgrades (major)" means an update to the Licensed Software to add, extend, enhance and/or improve the existing features, functionality and/or performance of the program code, which is documented by a version or build number change to the left of the first decimal (e.g., Product X Version 1.3 changes to Product 2.0 or Product X Version 1.1.5 changes to Product X Version 2.0.0), regardless of whether the Contractor refers to it as a "major upgrade".

"New Release" means a system release, a version release, and interim release of the Licensed Software, regardless of whether the Contractor refers to it as a "new release".

"Extensions" means an update to the Licensed Software that extends the features, functionality or performance of the Licensed Software program code, regardless of whether the Contractor refers to it as an "extension".

"Software Patches" means an engineering fix to a problem that may be incorporated into a new release to update the Licensed Software in order to improve or correct errors or defects in the program code.

"Service Releases" means a release of the Software which is designed to operate on designated combinations of computer hardware and operating systems. A new System Release typically will be indicated by the addition of one (1) to the first digit of the release number (e.g. v.2.X.X would be the next System Release after v.1.X.X).

"Technical Support Organization" ('TSO') means those Contractor product specialists who make available technical support to Contractor's Clients who have contracted for and are current under Contractor's Maintenance Services.

"Version Release" means a release often involving a limited number of new or enhanced features or functionality or features and error corrections, which is often documented by adding a second digit after the release number (e.g., V.X.2.X would be the next version release after V.X.1.X).

Appendix 1 – Certification Form

Appendix 1

Software Publisher Certification Form

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

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

[bidders should add or remove lines as needed]

Appendix 2 – Software Publisher Authorization Form

Appendix 2

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 any contract resulting from the 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) issued as a result of the solicitation, 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 subsequent 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
