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11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0A1 / Noyau 0A1

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**Revision to a Request for Supply
Arrangement - Révision à une demande
pour un arrangement en matière
d'approvisionnement**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Systems Software Procurement Division / Division

des achats des logiciels d'exploitation

11 Laurier St. / 11 rue, Laurier

4C1, Place du Portage, Phase III

Gatineau

Quebec

K1A 0S5

Title - Sujet DAMA POUR LICENCES DE LOGICIELS DAMA sur l'achat de licences de logiciels (AAALL)	
Solicitation No. - N° de l'invitation EN578-100808/D	Date 2022-05-09
Client Reference No. - N° de référence du client EN578-100808	Amendment No. - N° modif. 018
File No. - N° de dossier 015ee.EN578-100808	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$EE-015-22221	
Date of Original Request for Supply Arrangement 2011-01-31 Date de demande pour un arrangement en matière d'app. originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2023-10-02 Heure Avancée de l'Est HAE	
Address Enquiries to: - Adresser toutes questions à: Christina Martins	Buyer Id - Id de l'acheteur 015ee
Telephone No. - N° de téléphone (343) 543-8779 ()	FAX No. - N° de FAX () -
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

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Solicitation Amendment 018

Canada is modifying the supply arrangement in accordance with Standard Acquisition Clauses and Conditions (SACC) 2020 General Conditions - Supply Arrangement - Goods or Services – 2020 05 (2014-09-25) Modifications.

This amendment is raised to:

1. Restructure the RFSA to facilitate the process for Suppliers and potential suppliers. (Section A)
 2. Update the clauses in the RFSA to reflect changes in SACC Manual (Section B)
 3. Modify some of the clauses of the RFSA (Section C)
 4. Update the annexes. (Section D)
 5. Update the forms. (Section E)
 6. Delete RFSA in its entirety replace with amended copy (Section F)
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Section A

Section I: Technical Arrangement

Consists of Annex E – Software Usage and Software Maintenance and Support - Terms and Conditions and Annex F – Special Pricing Program.

Section II: Financial Arrangement

Consists of Annex D – Product List and Ceiling Prices, Price Reference, and Attachment 2 to Annex D - Product List and Ceiling Prices Certification.

Section III: Certifications

Renamed: Forms, Certifications, and Additional Information

Consists of all forms and when applicable any supporting documentation.

Annex J – Supply Arrangement Quarterly Report

Modified to allow for suppliers with multiple supply arrangements to submit 1 quarterly report which includes all the reporting information for all supply arrangements.

Other Changes

The entire RFSA has been changed to reflect any changes to the Annex and Form numbering or naming.

Section B

The dates of SACC manual clauses were updated to reflect the dates of most recent revisions and include updated web links.

Treasury Board Contracting Policy has been replaced by the Policy on the Planning and Management of Investments and the Directive on the Management of Procurement

DELETE 2.2 in its entirety and **REPLACE**:

2.2 Electronic Submission of Arrangements

Due to the nature of RFSA, transmission of Arrangements by mail or by facsimile to PWGSC will not be accepted.

2.2.1 Email Submission

If the Supplier chooses to submit its arrangement by Email, Canada requests that the Supplier submits its arrangement in accordance with the following:

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- (i) **Email submission:** Arrangements must be submitted by email to:

TPSGC.AAALL-SLSA.PWGSC@tpsgc-pwgsc.gc.ca
- (ii) **Format of Email Attachments:** The approved formats for email attachments are any combination of:
 - A. PDF documents; and
 - B. Documents that can be opened with either Microsoft Word or Microsoft Excel.
- (iii) **Email Size:** Suppliers should ensure that they submit their response in multiple emails if any single email, including attachments, exceeds 5 MB.
- (iv) **Email Title:** Suppliers are requested to include the RFSA No. EN578-100808/D, the business name, and the publisher of the products being included in the submission in the "subject" line of each email forming part of the response.

2.2.2 epost Connect

If the Supplier chooses to submit its arrangement electronically using epost Connect service, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the Standard Instructions <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2008/active>. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The approved formats for documents are any combination of:

- A. PDF documents; and
- B. Documents that can be opened with either Microsoft Word or Microsoft Excel.

The email address is: tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note:

Arrangements will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2008](#) (2020-05-28), or to send arrangements through an epost Connect message if the Supplier is using its own licensing agreement for epost Connect.

DELETE Section 3 Arrangement Preparation Instructions in its entirety and **REPLACE** with:
3 ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

- (a) Canada requests that Suppliers provide their Arrangement(s) in separate sections as follows:
 - (i) Section I: Technical Arrangement;
 - (ii) Section II: Financial Arrangement;
 - (iii) Section III: Forms, Certifications, and Additional Information
- (b) Canada requests that Suppliers use a numbering system and section titling scheme that corresponds to that of the RFSA.

- (c) Canada requests that Suppliers Arrangements be limited to one Publisher's product offerings. It is requested that different Publisher's product offerings be submitted in separate Arrangement submissions.

3.2 Section I: Technical Arrangement

- (a) In the technical Arrangement, the Suppliers must demonstrate that they comply with each requirement contained in the RFSA and provide all documents and information that is requested. The technical Arrangement should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Arrangement will be evaluated.
- (b) Canada requests that the Suppliers address and present topics and information in the format outlined in the applicable annex and/or form of the RFSA..

(c) **The technical Arrangement consists of:**

- (i) **Software Usage and Software Maintenance and Support - Terms and Conditions:** Suppliers must submit Software Usage and Software Maintenance and Support - Terms and Conditions as specified in (A) and (B) below, to be included in Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions of the resulting SA(s).

The Supplier acknowledges and agrees that by submitting an Arrangement that any terms contained in Annex E - Supplier's Software Usage and Software Maintenance and Support - Terms and Conditions that purport to interpret the RFSA, or are the same or similar subject matter or related to, the terms contained in the RFSA and Resulting Contract Clauses are deemed stricken and are of no force or effect.

- (A) **Software Usage:** Terms and Conditions that apply to Canada's use of the software may consist of a single document which applies to all software products or may consist of multiple product specific documents. Should a Supplier submit multiple product specific software usage terms, the Supplier must clearly outline which product(s) listed in Annex D - Product List and Ceiling Prices the terms apply to.

The following are the only terms that may be addressed in the Supplier's software usage terms and conditions:

- (a) license type (e.g. Device, User, etc.);
- (b) model (e.g. Perpetual, Term, etc.);
- (c) metric (how the usage is measured);
- (d) rights to use;
- (e) limitations of use; and
- (f) Warranty.

- (B) **Maintenance and Support:** Terms and Conditions that outline the Supplier's maintenance and/or support offering may consist of a single document which applies to all software products or may consist of multiple product specific documents. Should a Supplier submit multiple product specific software maintenance and/or support terms, the Supplier must clearly outline which

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products listed in Annex D - Product List and Ceiling Prices, the terms apply to. If software maintenance and support terms are already specified in the Software Usage Terms and Conditions, duplicate terms do not need to be provided.

The following are the only terms that may be addressed in the Supplier's Maintenance Support terms and conditions:

- (a) period during which the Supplier will support the Licensed Software;
- (b) hours of support;
- (c) contact and procedure information for accessing Support;
- (d) procedures for resolution of problems;
- (e) response times;
- (f) procedures on how and when all telephone, fax or email communications will be responded to;
- (g) support web site availability to Canada's users (e.g. 24 hours a day, 365 days a year, and 99% of the time); and
- (h) Maintenance entitlements (e.g. patches, updates, major/minor releases, etc.)

Electronic copies: copies of Software Usage and Software Maintenance and Support Terms and Conditions must be provided in PDF format and must be titled as Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions.

Special Pricing Program: Suppliers may submit Special Pricing Program as specified in (A) below, to be included in Annex F – Special Pricing Program of the resulting SA.

The Supplier acknowledges and agrees that by submitting an Arrangement any terms contained in Annex F – Special Pricing Program that purport to interpret the RFSA or that conflict with, or are of a similar nature or related to, those contained in the RFSA are deemed stricken and are of no force or effect.

- (A) **Special Pricing Programs** that apply to Canada as a major Customer of a Manufacturer's products. For the purpose of Supplier's Programs, Canada must be treated as a single entity. Programs targeting specific Client(s) are not permitted.

Examples of Programs include enterprise programs and volume based programs.

The following are the examples of what may be addressed in the Supplier's Special Pricing Programs:

- i. Special Pricing Programs, Discount programs, and any additional grants, rights, or entitlements associated with volume purchases;

Electronic copies: copies of Special Pricing Program must be provided in PDF format and must be titled as Annex F - Special Pricing Program.

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- (ii) **List of Approved Resellers:** Suppliers may submit a list of Resellers in accordance with Article 2.7 and Annex G – Sources of Supply of the RFSA. It is requested that the List of Approved Resellers be submitted as per the template provided in Annex G – Sources of Supply.

The following must be addressed in the Supplier's List of Approved Resellers:

- (A) **Reseller Name:** Supplier must provide the full legal name of the Approved Reseller.
- (B) **Address:** Supplier must provide the Approved Reseller's full address. Note that only one address per Approved Reseller is permitted.
- (C) **Contact Name:** Supplier must provide one point of contact (resource person) for each Approved Reseller.
- (D) **Telephone:** Supplier must provide one point of contact (telephone number) for each Approved Reseller.
- (E) **Email Address:** Supplier must provide one point of contact (email address) for each Approved Reseller.
- (F) **Website:** Supplier must provide the Approved Reseller's website address.
- (iii) The Supplier acknowledges and agrees that by submitting an Arrangement(s) that all other terms submitted as part of the Technical Arrangement are deemed stricken and form no part of the supply Arrangement.

3.3 Section II: Financial Arrangement

- (a) In the financial Arrangement, the Suppliers must submit a product list with ceiling prices. It is required that the product list and ceiling prices section of the Arrangement be submitted as per the template provided in Annex D - Product List and Ceiling Prices of the RFSA. The financial Arrangement should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Arrangement will be evaluated.

(b) **The financial Arrangement consists of:**

- (i) **Product List and Ceiling Prices:** Suppliers must submit a product list with ceiling prices, to be included in Annex D - Product List and Ceiling Prices of the resulting SA. Suppliers must only include Licensed Software and Software Maintenance and/or Support in their Annex D - Product List and Ceiling Prices. No professional service, hardware, appliance solutions, hosted solutions or cloud-based solutions such as software as a service, infrastructure as a service, platform as a service may be included.

The following must be addressed in the Supplier's Annex D - Product List and Ceiling Prices:

- (A) **Manufacturer's Part No.:** Supplier must provide the part number that the Software Publisher uses to identify the product commercially;
- (B) **Manufacturer's Product Name:** Supplier must provide the commercial product name that the Software Publisher uses to identify the product commercially. In the

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instance of maintenance and support line items the Supplier must include details on how the maintenance and support cost is calculated (i.e. X% of the lesser between the SLSA ceiling price or the price paid for the license) when a generic maintenance and support line item is included;

- (C) **Manufacturer's Name:** Supplier must provide the name of the Software Publisher that owns the Intellectual Property rights to the product;
 - (D) **Ceiling Price per License:** Suppliers must submit ceiling unit prices for all items proposed in Annex D - Product List and Ceiling Prices. The prices must be:
 - (a) Ceiling unit price;
 - (b) in Canadian dollars;
 - (c) exclusive of Goods and Services Tax or Harmonized Sales tax; and
 - (d) for a period no greater than one year.
 - (E) **License Type:** Supplier must enter the license type (such as "per user", "per CPU", "per device", etc.) under which the software will be licensed to Canada;
 - (F) **Software Category:** the Supplier must enter the applicable software category or categories of the product. The software category must correspond with the category descriptions under Annex H - Software Categories & Descriptions available on the SLSA website at:
<https://www.tpsgc-pwgsc.gc.ca/app-acq/cral-sarc/lqcl-ctgr-eng.html>
 - (G) **Language(s) available:** The Supplier must provide the language(s) under which the software is available, designated as "EN" for English, "FR" for French, or "EN, FR" for both;
 - (H) **Product Information:** The Supplier should provide a web site URL containing product information; and
 - (I) **Platform:** The Supplier must specify the platform(s) on which the software can operate (e.g. Windows, Linux, Unix).
- (ii) **Price Reference:** Supplier must provide a price reference(s) to substantiate that their proposed prices are fair and reasonable. Examples of acceptable price references include, but are not limited to, the following: Published Price Lists, copies of invoices issued for the proposed products, GSA Advantage prices.
 - (iii) **Product List and Ceiling Prices Certification:** Suppliers must submit Attachment 2 to Annex D – Product List and Ceiling Prices Certification.

3.4 Section III: Forms, Certifications, and Additional Information

Suppliers must complete all the forms of Annex M and submit the certifications required under Part 5 - Certifications.

DELETE 6A.13, 6A.14, 6A.15, 6A.16, 6A.17, 6A.18, 6A.19, 6A.21, and 6A.22 in their entirety and **REPLACE:**

6A.13 Supply Arrangement Reporting

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- (a) The Supplier must compile and maintain data records on its provision of goods to Canada that are acquired through Contracts resulting from the SA.
- (b) The report must be in the format provided in Annex J - Supply Arrangement Quarterly Reports Template.
- (c) In the event that a supplier has multiple supply arrangements they are to submit one (1) report which contains all their supply arrangements.
- (d) The supplier is only to report new contracts and contracts which have been amended and resulted in change of value during the respective reporting periods. In the case of an amendment resulting in a change of value of the original contract the supplier should report only the difference in value in the quarterly report.
- (e) If information is not available, the reason for omission must be indicated. If no goods are provided during a specific period the Supplier must provide a "NIL" report.
- (f) The reports must be submitted on a quarterly basis to the Supply Arrangement Authority via email to TSPGC.AAALL-SLSA.PWGSC@tpsgc-pwgsc.gc.ca. The quarterly reporting periods and due dates for submission are:

Quarter	Period	Due Date
1	April 1 to June 30	July 31 of the same year
2	July 1 to September 30	October 31 of the same year
3	October 1 to December 31	January 31 of the following year
4	January 1 to March 31	April 30 of the same year

- (g) Failure to provide fully completed reports in accordance with the above instructions may result in the suspension or cancellation of the SA, the removal of the Supplier from the list of qualified Suppliers and the application of a vendor performance corrective measure.

6A.14 Updating Annexes

The Supplier may be permitted to update the below Annexes on the first business day of each quarter. PWGSC at its sole discretion may accept Annex updates from Supplier outside the established quarterly update schedule.

Quarter	Period
1	April 1 to June 30
2	July 1 to September 30
3	October 1 to December 31
4	January 1 to March 31

6A.15 Updating Annex D - Product List and Ceiling Prices

- (a) Subject to the restrictions and exclusions set in Article 3.3 of Part III of the RFSA, the Supplier may be permitted to update Annex D - Product List and Ceiling Prices, on the first business day

of each quarter, as defined in 6A.14. To be actioned, the Supply Arrangement Authority must receive the modification request, at least thirty calendar days in advance of the scheduled update.

- (b) When requesting a modification the Supplier must:
- (i) Provide all updated changes in a document with all of the changes clearly highlighted using the Annex D - Product List and Ceiling Prices Tool.
 - (ii) Provide a detailed explanation and justification for the modifications requested.
 - (iii) Provide a price reference(s) to substantiate that their proposed prices are fair and reasonable. Examples of acceptable price references include, but are not limited to, the following: Published Price Lists, copies of invoices issued for the proposed products, GSA Advantage prices.
- (c) By submitting an Annex D update request the Supplier is certifying that the change(s) identified in the amendment request is/are the only change(s) made to the updated Supplier's Annex D - Product List and Ceiling Prices. If any changes other than the ones identified in the Supplier's amendment request are made to the Annex D - Product List and Ceiling Prices, the Supplier understands that the Government of Canada may adjust these unidentified changes back at any time or suspend the SA.
- (d) By submitting an Annex D update request the Supplier certifies that the ceiling prices proposed are not in excess of the lowest ceiling prices charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.
- (e) Canada reserves the right to reject or negotiate the requested change prior to processing. If Canada and the Supplier cannot reach an agreement regarding the requested modifications, the Supplier may elect to remove such products from Annex D - Product List and Ceiling Prices.
- (f) The Supplier must submit with the modification request, if required as a result of the modifications, any additional certifications. If any of these required certifications are not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will void the modification request or create delay in processing Supplier's request(s).
- (g) The Annex D - Product List and Ceiling Prices must only include Off-the-shelf software licenses and related software maintenance and/or support. No professional services, hardware, appliance solutions, hosted solutions, or cloud-based solutions such as software as a service, infrastructure as a service or platform as a service are permitted to be sold under this Supply Arrangement

6A.16 Updating Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions

- (a) Subject to the restrictions and exclusions set in Article 3.2 of Part III of the RFSA, the Supplier may be permitted to update Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions, on the first business day of each quarter, as defined in 6A.14. To be actioned, the Supply Arrangement Authority must receive the modification request, at least thirty calendar days in advance of the scheduled update.

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- (b) When requesting a modification the Supplier must provide a revised Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions which includes all Software Usage and Software Maintenance and Support - Terms and Conditions included in the SA (originally approved and newly added). The modification request must also clearly highlight all proposed changes to the existing Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions. Canada reserves the right to reject or negotiate any requested change.
- (c) The Supplier's modification request must not result in Canada being required by the Supplier to pay any additional license fees for any owned licenses already accepted and paid for by Canada and/or as part of irrevocable options under existing Contract(s).
- (d) Only terms which are presented in full and directly included in Annex E - Software Usage and Software Maintenance and Support Terms and Conditions will form part of the SA and resulting Contract(s). Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise, shall not form part of the SA or resulting Contract(s).
- (e) Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained in or on the software packaging or conditions that may accompany the software in any manner, regardless of any notification to the contrary and regardless whether Canada has signed such agreements.

6A.17 Updating Annex F - Special Pricing Program

- (a) Subject to the restrictions and exclusions set out in Article 3.2 of PART III of the RFSA, the Supplier may be permitted to update Annex F - Special Pricing Program on the first business day of each quarter. To be actioned, the Supply Arrangement Authority must receive the modification request, at least thirty calendar days in advance of the scheduled update.
- (b) When requesting a modification the Supplier must provide a revised Annex F - Special Pricing Program which includes all Special Pricing Program included in the SA (originally approved and newly added). The modification request must also clearly highlight all proposed changes to the existing Annex F - Special Pricing Program. Canada reserves the right to reject or negotiate the requested change.
- (c) The Supplier's modification request must not result in Canada being required by the Supplier to pay any additional license fees for any owned licenses already accepted and paid for by Canada and/or as part of irrevocable options under existing Contract(s).
- (d) Only terms which are presented in full and directly included in Annex F - Special Pricing Program will form part of the SA and resulting Contract(s). Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise shall not form part of the SA or resulting Contract(s).
- (e) Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained in or on the software packaging or conditions that may accompany the software in any manner, regardless of any notification to the contrary and regardless of whether Canada has signed such agreements.

6A.18 Updating Annex G – Sources of Supply

- (a) Subject to the restrictions and exclusions set in Article 3.2 of Part III of the RFSA, the Supplier may be permitted to update Annex G – Sources of Supply as required. However the supplier should make their best attempt to submit the request on the first business day of each quarter, as

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defined in 6A.14. To be actioned, the modification request must be sent to the Supply Arrangement Authority at least ten business days prior to the requested change date.

- (b) When requesting a modification the Supplier must provide a revised Annex G - Sources of Supply. The modification request must also clearly highlight all proposed changes to the existing Annex G - Sources of Supply as well as information on the reason of a withdrawal, if requested to do so by Canada.
- (c) The Supplier agrees and understands that any removal from the Annex G - Sources of Supply will not obligate Canada to amend awarded Contracts against the SA.

6A.19 Condition to Remain a Qualified Supplier

- (a) The Supplier acknowledges that it is a condition of the SA that:
 - (i) the Supplier (and its Approved Resellers, as applicable) must continue to meet all the qualification requirements, as described in the RFSA, during the Supply Arrangement period;
 - (ii) all certifications made in the Supplier's Arrangement must be true at the time of the submission and must remain true throughout the Supply Arrangement Period. The Supplier acknowledges that Canada is entitled to verify these certifications throughout the Supply Arrangement Period;
 - (iii) the Supplier must obtain and maintain all permits, licenses and certificates of approval required by any applicable federal, provincial or municipal legislation that are required to perform any resulting Contract(s) and pay any charges imposed by such legislation or regulations. Upon request, the Supplier must provide a copy of any such permit, license, or certificate to the Supply Arrangement Authority;
- (b) Canada may verify compliance with these conditions at any time during the Supply Arrangement Period and failure to meet any of these conditions constitutes grounds for the suspension of this SA.
- (c) Canada may require a Supplier to validate its qualification at any time. For example, the Supply Arrangement Authority may require a Supplier to provide evidence that:
 - (i) it continues to have the financial capability; or,
 - (ii) the Joint Venture membership (if applicable) remains as stated in the SA; or,
 - (iii) it continues to meet the certification requirements for the Set-Aside Program for Aboriginal Businesses.
- (iv) The Supplier must immediately notify the Supply Arrangement Authority if it no longer meets any of the mandatory qualification requirements of this SA.
- (v) Where the Supplier no longer meets any of the individual requirements for qualification, Canada may, at its option:
 - (i) suspend a Supplier's authority to use the SA in its entirety until the Supplier has demonstrated that it meets the requirements in respect of which it has been found deficient, during which time the Supplier will not be eligible for solicitations issued under this procurement vehicle;

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- (ii) cancel the SA in its entirety in which case the Supplier may submit a new Arrangement at any time; or ,
- (iii) cancel the Supplier qualification under specific software categories.

6A.20 Suspension or Cancellation of a Supply Arrangement

- (a) Canada, at its sole discretion, may suspend or cancel the SA if:
 - (i) Late deliveries occur;
 - (ii) Complete and accurate Quarterly Usage Reports are not submitted within the required time frames;
 - (iii) Contracts are accepted from unauthorized parties (those not listed under Annex I - List of Approved Client Departments);
 - (iv) The product list includes unauthorized goods (such as appliances) or services (such as professional services);
 - (v) Violations of any of the specific terms and conditions detailed in the SA occur;
 - (vi) Contract(s) awarded against the SA have been terminated for default;
 - (vii) Canada has imposed measures on the Supplier under the PWGSC Vendor Performance Policy (or such similar policy as may be in place from time to time);
 - (viii) Canada has documented at least three instances of Contract poor performance. An instance of poor performance may include, but is not limited to late or failed delivery of reports or goods, lack of timely notification given to the Supply Arrangement Authority of changes in the Supplier's Supply Arrangement Representative, insurance coverage or security status, and non-compliance with invoicing procedures;
 - (ix) Information is provided to Clients by the Supplier that conflicts with any aspect of the terms and conditions, pricing, or availability of systems currently listed in the SA.
- (b) Removal or Suspension of the Supplier's SA does not affect the right of Canada to pursue other remedies or measures that may be available.
- (c) The Supplier acknowledges that Canada has the right to publish information regarding the status of the Supplier's SA, including information related to the suspension, cancellation or withdrawal of the Approved Reseller(s), if applicable.

6A.21 Use of Electronic Purchasing Tool

- (a) During the existence of the SA, Canada may begin using an electronic purchasing tool or other electronic tools to acquire the Goods. Canada reserves the right to make the use of the new electronic purchasing tool mandatory or optional, at its sole discretion. For all purchases for which the use of any such electronic purchasing tool is mandatory, if the Supplier chooses not to propose their products through the electronic tool, it will be assumed that the Supplier has chosen to withdraw from the procurement vehicle.

- (b) Canada agrees to provide Suppliers with no less than three months-notice to allow for the migration to any electronic purchasing tool prior to making use of the tool mandatory to all suppliers.

6A.22 Supplier promotional or marketing literature

As a courtesy, Canada requests that Suppliers notify the Supply Arrangement Authority in advance of their intention to make public an announcement related to the issuance of a SA or the award of Contract(s).

DELETE 6B.7 in its entirety **REPLACE**:

6B.7 Bid Solicitation - Evaluation and Contractor Selection Methodology

- (a) **Selection Methodology:** Canada will select the successful bidder based on one of the following methods. Suppliers should note that all Contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed Contract. Despite the fact that the Supplier may have been recommended for Contract award, a Contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no Contract will be awarded.

(i) **Lowest priced compliant bid:**

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.

If identical low bids are received the contract will be awarded on the basis of best value.

(ii) **Lowest Price Per Point:**

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

If identical low bids are received the contract will be awarded on the basis of best value.

(iii) **Highest Combined Rating of Technical Merit and Price (60% technical and 40% Price):**

1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation; and

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- b) meet all mandatory criteria; and
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 60 % for the technical merit and 40 % for the price.
 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 % (insert the percentage for technical merit).
 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 36.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/50 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

If identical low bids are received the contract will be awarded on the basis of best value.

- (b) **Only one responsive response to bid solicitation:** If only one responsive bid is received in response to the bid solicitation, Canada reserves the right to request that the bidder submit price support prior to Contract award. If Canada determines that the prices being offered do not represent good value to Canada, Canada reserves the right to reject the offer and negotiate with that Bidder or to reissue the bid solicitation document.

INSERT

6C.22.1 Compliance with on-site measures, standing orders, policies, and rules

In the event which the Contractor requests access to Canada's property and facilities:

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

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Section D

Annexes A, C, D, E, F, G, H, I, J and M have been made bilingual

Annex D - Product List and Ceiling Prices

DELETED and **REPLACED** by updated Annex D - Product List and Ceiling Prices, Annex D Tool, Attachment 1 to Annex D - Annex D Tool Instructions and Attachment 2 to Annex D – Product List and Ceiling Prices Certification.

Annex E – Software Usage and Software Maintenance and Support – Terms and Conditions

DELETED and **REPLACED** by updated Annex E - Software Usage and Software Maintenance and Support – Terms and Conditions.

Annex F – Program Terms and Conditions

DELETED and **REPLACED** by Annex F – Special Pricing Program

Annex G – Software Categories & Descriptions

DELETED and **REPLACED** by Annex G – Sources of Supply.

Annex H – Sources of Supply

DELETED and **REPLACED** by Annex H – Software Categories & Descriptions

Annex I – List of Approved Clients

RENAMED Annex I – List of Approved Client Departments

Annex J – Supply Arrangement Quarterly Report Template

DELETED and **REPLACED** by updated Annex J – Supply Arrangement Quarterly Report Template and Attachment 1 to Annex J.

INSERT Annex M – Forms

Include the forms as an attachment.

Section E

All forms have been made bilingual.

Form 1

The following certifications have been removed from form 1 and included in Attachment 2 to Annex D

- Supplier Certification that all Software is “Off the Shelf”
- Supplier Certification that no professional services, hardware appliance solutions, hosted solutions, cloud based solutions such as software as a service, infrastructure as a service or platform as a service are included in its response to this RFSA,

Form 2 Software Publisher Certification Form + Form 3 Software Publisher Authorization Form

These forms have been combined to form a new form which preserves all of the same information titled **Form 2 Software Publisher Form**

Form 4 – Open Source Product(s) Certification Form

Renamed Form 3 – Open Source Product(s) Certification Form

Inclusion of attestation that submission does not include Non-proprietary software (Open Source Software)

Form 5 – Certification Requirement for the Set Aside Program for Aboriginal Business

Renamed Form 4 – Certification Requirement for PSAB

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Inclusion of attestation that vendor is not an Aboriginal Business

Form 6 – Submission Completeness Review Checklist

DELETED ENTIRELY

Checklist pertaining to Annex E integrated into Annex E

THE ABOVE DOCUMENT SERVES AS A SUMMARY OF THE CHANGES.

THE AMENDED REQUEST FOR SUPPLY ARRANGEMENT (RFSA) IS ATTACHED IN ITS ENTIRETY.

Section F

DELETE EN578-100808/D AMD 017 in its entirety and **REPLACE** with EN578-100808/D AMD 018 attached :

THE TERMS OF THE COMPLETE RFSA SHALL PREVAIL OVER THIS DOCUMENT.

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REQUEST

FOR

SUPPLY ARRANGEMENT (RFSA)

FOR

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1 GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangement (RFSA) is divided into six parts:

- 1 **General Information** - provides a general description of the requirement;
- 2 **Supplier Instructions** - provides the instructions applicable to the clauses and conditions of the RFSA and states that the Supplier agrees to be bound by the clauses and conditions contained in all parts of the RFSA;
- 3 **Arrangement Preparation Instructions** - provides suppliers with instructions on how to prepare their Arrangement;
- 4 **Evaluation Procedures and Basis of Selection** - indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the Arrangement, and the basis of selection;
- 5 **Certifications** - includes the certifications to be provided;
- 6 **Supply Arrangement and Resulting Contract Clauses**
 - 6A **Resulting Supply Arrangement Clauses** - includes the clauses and conditions that will apply to any resulting Supply Arrangement (SA);
 - 6B **Contractor Selection Methodology** - includes the instructions for the solicitations, contracting process, and authorities within the scope of the SA;
 - 6C **Resulting Contract Clauses** - includes the clauses and conditions that will apply to any resulting Contract entered into pursuant to any requirements issued against the SA.

The Annexes include: Annex A - Key Terms, Annex B - Contract Template, Annex C - Security Requirements Check List, Annex D - Product List and Ceiling Prices, Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions, Annex F - Special Pricing Program, Annex G – Sources of Supply, Annex H - Software Categories & Descriptions, Annex I - List of Approved Client Departments, Annex J - Supply Arrangement Quarterly Reports Template, Annex K - Software Licensing Supply Arrangement Bid Solicitation Template, Annex L - Software Licensing Supply Arrangement Request for Quote Template, and Annex M - Forms.

1.2 Summary

- (a) Public Works and Government Services Canada (PWGSC), on behalf of Canada, has implemented the Software Licensing Supply Arrangement (SLSA) procurement vehicle for the delivery of various Off-the-shelf software licenses and related software maintenance and/or support, as required by Canada, in support of its various programs, operational needs and projects. It should be noted that the SLSA procurement vehicle is one of a number of vehicles that may be used to acquire such goods. The SLSA procurement vehicle cannot be used to procure professional services, hardware, appliance solutions, hosted solutions, or cloud-based solutions such as software as a service, infrastructure as a service, platform as a service

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- (b) The RFSA is issued to satisfy the requirement of Canada to establish Supply Arrangements, including a Catalogue (hereinafter referred to as the SLSA Catalogue) for Off-the-shelf software licenses and related software maintenance and/or support.
- (c) The RFSA is also being used to establish Supply Arrangements with Aboriginal firms (Aboriginal SAs) as defined under the Procurement Strategy for Aboriginal Business (PSAB), to allow for the possibility of using the SLSA for a Client's set aside requirements.
- (d) Any requirement for delivery to a destination in a land claims area will be actioned as a separate requisition outside of the SAs.
- (e) Any resulting SAs may be used to acquire Goods for any Government Department, Departmental Corporation or Agency, or other Crown entity described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client").
- (f) A Notice and the RFSA will be posted continuously on the Government Electronic Tendering Service (GETS) to allow suppliers to become qualified for a SA(s) at any given time.
- (g) All firms, including Aboriginal firms, are invited to submit Arrangements under this RFSA. On the basis of the selection criteria specified in the RFSA, SAs with Suppliers under both open and Aboriginal streams will be recommended for issuance. Those fully compliant Arrangements that meet the PSAB eligibility criteria, will be recommended for issuance of an Aboriginal SA. Aboriginal SAs may be used by Approved PWGSC and Client Authorities, at their discretion, for both set-aside requirements and non-PSAB contracts.
- (h) The order of evaluation of arrangements will be at Canada's sole discretion. The intent is to evaluate arrangements on a first come, first served basis, however, this may change, as required, to meet Canada's operational requirements.
- (i) Canada will not award a Supplier a SA or delay award of Contract(s) to other Suppliers if a Supplier has not submitted completed documentation in its response or has submitted documentation that deviates from the terms of the RFSA.
- (j) All SAs will be effective from the date of issuance up to and including **September 30th, 2023**, or until such time as Canada no longer considers it to be advantageous to have the SAs in place.
- (k) Once a Supplier qualifies for a SA they will not be required to qualify again for additional categories. Canada will amend the existing SA for these Suppliers, at its sole discretion, to include one or more additional software categories at the Supplier's request, provided the required certifications are met.
- (l) There is no security requirement associated with the issuance of a SA. The Contracts issued against this SA may, however, be subject to security requirements.
- (m) Requirements may be subject to the provisions of the various trade agreements. Requirements under PSAB are not subject to the international trade agreements and the Canadian Free Trade Agreement (CFTA) does not apply to procurements that are restricted to Aboriginal businesses under PSAB.

1.3 The SLSA Website

The SLSA Catalogue, a list of the SLSA Suppliers, all SLSA forms and templates, Annex I - List of Approved Client Departments, Annex H - Software Categories & Descriptions, the SLSA Teams contact

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information and more are available on the SLSA Website at <https://www.tpsgc-pwgsc.gc.ca/app-acq/cral-sarc/gnrx-gnrl-eng.html>

1.4 Key Terms

Key terms are defined in Annex A - Key Terms.

1.5 Debriefings

Suppliers may request a debriefing on the results of the RFSA process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

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2 SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

- (a) Suppliers who submit an Arrangement(s) agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the SA and resulting Contracts.
- (b) The [2008](#) (2020-05-28) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.
- (c) The following SACC Manual Clauses are incorporated by reference into and form part of the RFSA:
 - i. [S0030T](#) (2014-11-27) Financial Viability;

2.2 Electronic Submission of Arrangements

Due to the nature of RFSA, transmission of Arrangements by mail or by facsimile to PWGSC will not be accepted.

2.2.1 Email Submission

If the Supplier chooses to submit its arrangement by Email, Canada requests that the Supplier submits its arrangement in accordance with the following:

- (i) **Email submission:** Arrangements must be submitted by email to:

TPSGC.AAALL-SLSA.PWGSC@tpsgc-pwgsc.gc.ca
- (ii) **Format of Email Attachments:** The approved formats for email attachments are any combination of:
 - A. PDF documents; and
 - B. Documents that can be opened with either Microsoft Word or Microsoft Excel.
- (iii) **Email Size:** Suppliers should ensure that they submit their response in multiple emails if any single email, including attachments, exceeds 5 MB.
- (iv) **Email Title:** Suppliers are requested to include the RFSA No. EN578-100808/D, the business name, and the publisher of the products being included in the submission in the "subject" line of each email forming part of the response.

2.2.2 epost Connect

If the Supplier chooses to submit its arrangement electronically using epost Connect service, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the Standard Instructions <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions->

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[manual/1/2008/active](#). The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The approved formats for documents are any combination of:

- A. PDF documents; and
- B. Documents that can be opened with either Microsoft Word or Microsoft Excel.

The email address is: tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note:

Arrangements will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2008](#) (2020-05-28), or to send arrangements through an epost Connect message if the Supplier is using its own licensing agreement for epost Connect.

2.3 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) [<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html>] for employment equity requires that some contractors make a formal commitment to [Employment Social Development Canada](#) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements.

2.4 Enquiries - Request for Supply Arrangement

- (a) All enquiries must be submitted in writing to the Supply Arrangement Authority.
- (b) Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

2.5 Applicable Laws

- (a) The SA and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario (Canada).
- (b) Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or Canadian territory of their choice without affecting the validity of their Arrangement, by indicating in Form 1 - Arrangement Submission Form the jurisdiction (i.e. a Canadian province or Canadian territory) of their choice. If no change is made, the Supplier acknowledges that the applicable laws specified in 2.5(a) are acceptable.

2.6 Suppliers

- (a) **Software Publishers as Suppliers:** Software Publishers are permitted to submit an Arrangement(s) and qualify as a Supplier in their own right. A Software Publisher directly contracting with Canada must submit the certification form, in accordance with Part 5, Section

5.8(a).

- (b) **Resellers as Suppliers:** Entities other than Software Publishers are permitted to submit an Arrangement(s) and qualify as a Supplier in their own right and need not be specified as a Reseller under a Software Publisher's SA, regardless if such SA is in place. An entity other than a Software Publisher directly contracting with Canada must submit certification from a Software Publisher(s), in accordance with Part 5, Section 5.8(b), that the Supplier has been authorized to supply the Software Publisher's products.
- (i) In such case, SACC Manual 4003-02.1 License Grant is amended to the following:
- The Contractor or the Software Publisher, as the case may be, grants to Canada a non-exclusive license to use and reproduce the Licensed Software in accordance with the conditions of the Contract.
- (ii) In such case, SACC Manual 4003-13.1 Right to License is amended to the following:
- The Contractor or the Software Publisher, as the case may be, guarantees that it has the right to license the Licensed Software and full power and authority to grant to Canada all the rights granted under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Canada agrees that its only remedy and the Contractor's entire obligations in relation to a breach of this guarantee are the remedies and obligations set out in the section entitled "Intellectual Property Infringement and Royalties" contained in the General Conditions or in the Articles of Agreement, as the case may be.

2.7 Approved Resellers

- (a) The RFSA allows Suppliers to supply Off-the-shelf software products and software maintenance and/or support to Canada through or using the services of Approved Resellers.
- (b) If a Supplier is entering into a SA and will be supplying through an Approved Reseller(s), that Approved Reseller(s) must be listed under Annex G – Sources of Supply. The Supplier's use of Approved Resellers to supply deliverables pursuant to the SA does not relieve the Supplier from meeting its obligations to Canada pursuant to the SA and the Supplier acknowledges that it is the party that is contractually obligated for all performance under a SA, regardless of whether an Approved Reseller is utilized or not.
- (c) Approved Resellers must be classified as either:
- (A) **Class 1 Reseller** - appointed by the Supplier for the purposes of responding to Request for Quotations and Bid Solicitations on behalf of the Supplier, receiving and fulfilling Contracts, and for the purposes of receiving payment; or
- (B) **Class 2 Reseller** - appointed by the Supplier for the purposes of fulfilling Contracts and for the purposes of receiving payment.
- Approved Reseller(s) may not be classified as both a Class 1 and Class 2 Reseller.
- (d) A Supplier's Approved Reseller(s) must be approved by the Supply Arrangement Authority and specified in Annex G – Sources of Supply before being entitled to supply the products offered in the Supplier's SA.
- (e) An Approved Reseller may only be named once in a Supplier's Annex G – Sources of Supply. Multiple addresses for each Approved Reseller are not permitted.

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Section 6A.17 of the SA contains provisions relating to the removal or changing of Approved Resellers and the suspension of a Supplier's right to use Approved Resellers.

3 ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

- (a) Canada requests that Suppliers provide their Arrangement(s) in separate sections as follows:
 - (i) Section I: Technical Arrangement;
 - (ii) Section II: Financial Arrangement;
 - (iii) Section III: Forms, Certifications, and Additional Information
- (b) Canada requests that Suppliers use a numbering system and section titling scheme that corresponds to that of the RFSA.
- (c) Canada requests that Suppliers Arrangements be limited to one Publisher's product offerings. It is requested that different Publisher's product offerings be submitted in separate Arrangement submissions.

3.2 Section I: Technical Arrangement

- (a) In the technical Arrangement, the Suppliers must demonstrate that they comply with each requirement contained in the RFSA and provide all documents and information that is requested. The technical Arrangement should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Arrangement will be evaluated.
- (b) Canada requests that the Suppliers address and present topics and information in the format outlined in the applicable annex and/or form of the RFSA..
- (c) **The technical Arrangement consists of:**
 - (i) **Software Usage and Software Maintenance and Support - Terms and Conditions:** Suppliers must submit Software Usage and Software Maintenance and Support - Terms and Conditions as specified in (A) and (B) below, to be included in Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions of the resulting SA(s).

The Supplier acknowledges and agrees that by submitting an Arrangement that any terms contained in Annex E - Supplier's Software Usage and Software Maintenance and Support - Terms and Conditions that purport to interpret the RFSA, or are the same or similar subject matter or related to, the terms contained in the RFSA and Resulting Contract Clauses are deemed stricken and are of no force or effect.

- (A) **Software Usage:** Terms and Conditions that apply to Canada's use of the software may consist of a single document which applies to all software products or may consist of multiple product specific documents. Should a Supplier submit multiple product specific software usage terms, the Supplier must clearly outline which product(s) listed in Annex D - Product List and Ceiling Prices the terms apply to.

The following are the only terms that may be addressed in the Supplier's software usage terms and conditions:

- (a) license type (e.g. Device, User, etc.);

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- (b) model (e.g. Perpetual, Term, etc.);
 - (c) metric (how the usage is measured);
 - (d) rights to use;
 - (e) limitations of use; and
 - (f) Warranty.
- (B) **Maintenance and Support:** Terms and Conditions that outline the Supplier's maintenance and/or support offering may consist of a single document which applies to all software products or may consist of multiple product specific documents. Should a Supplier submit multiple product specific software maintenance and/or support terms, the Supplier must clearly outline which products listed in Annex D - Product List and Ceiling Prices, the terms apply to. If software maintenance and support terms are already specified in the Software Usage Terms and Conditions, duplicate terms do not need to be provided.

The following are the only terms that may be addressed in the Supplier's Maintenance Support terms and conditions:

- (a) period during which the Supplier will support the Licensed Software;
- (b) hours of support;
- (c) contact and procedure information for accessing Support;
- (d) procedures for resolution of problems;
- (e) response times;
- (f) procedures on how and when all telephone, fax or email communications will be responded to;
- (g) support web site availability to Canada's users (e.g. 24 hours a day, 365 days a year, and 99% of the time); and
- (h) Maintenance entitlements (e.g. patches, updates, major/minor releases, etc.)

Electronic copies: copies of Software Usage and Software Maintenance and Support Terms and Conditions must be provided in PDF format and must be titled as Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions.

Special Pricing Program: Suppliers may submit Special Pricing Program as specified in (A) below, to be included in Annex F – Special Pricing Program of the resulting SA.

The Supplier acknowledges and agrees that by submitting an Arrangement any terms contained in Annex F – Special Pricing Program that purport to interpret the RFSA or that conflict with, or are of a similar nature or related to, those contained in the RFSA are deemed stricken and are of no force or effect.

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- (A) **Special Pricing Programs** that apply to Canada as a major Customer of a Manufacturer's products. For the purpose of Supplier's Programs, Canada must be treated as a single entity. Programs targeting specific Client(s) are not permitted.

Examples of Programs include enterprise programs and volume based programs.

The following are the examples of what may be addressed in the Supplier's Special Pricing Programs:

- i. Special Pricing Programs, Discount programs, and any additional grants, rights, or entitlements associated with volume purchases;

Electronic copies: copies of Special Pricing Program must be provided in PDF format and must be titled as Annex F - Special Pricing Program.

- (ii) **List of Approved Resellers:** Suppliers may submit a list of Resellers in accordance with Article 2.7 and Annex G – Sources of Supply of the RFSA. It is requested that the List of Approved Resellers be submitted as per the template provided in Annex G – Sources of Supply.

The following must be addressed in the Supplier's List of Approved Resellers:

- (A) **Reseller Name:** Supplier must provide the full legal name of the Approved Reseller.
- (B) **Address:** Supplier must provide the Approved Reseller's full address. Note that only one address per Approved Reseller is permitted.
- (C) **Contact Name:** Supplier must provide one point of contact (resource person) for each Approved Reseller.
- (D) **Telephone:** Supplier must provide one point of contact (telephone number) for each Approved Reseller.
- (E) **Email Address:** Supplier must provide one point of contact (email address) for each Approved Reseller.
- (F) **Website:** Supplier must provide the Approved Reseller's website address.
- (iii) The Supplier acknowledges and agrees that by submitting an Arrangement(s) that all other terms submitted as part of the Technical Arrangement are deemed stricken and form no part of the supply Arrangement.

3.3 Section II: Financial Arrangement

- (a) In the financial Arrangement, the Suppliers must submit a product list with ceiling prices. It is required that the product list and ceiling prices section of the Arrangement be submitted as per the template provided in Annex D - Product List and Ceiling Prices of the RFSA. The financial Arrangement should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Arrangement will be evaluated.

(b) **The financial Arrangement consists of:**

- (i) **Product List and Ceiling Prices:** Suppliers must submit a product list with ceiling prices, to be included in Annex D - Product List and Ceiling Prices of the resulting SA. Suppliers must only include Licensed Software and Software Maintenance and/or Support in their Annex D - Product List and Ceiling Prices. No professional service, hardware, appliance solutions, hosted solutions or cloud-based solutions such as software as a service, infrastructure as a service, platform as a service may be included.

The following must be addressed in the Supplier's Annex D - Product List and Ceiling Prices:

- (A) **Manufacturer's Part No.:** Supplier must provide the part number that the Software Publisher uses to identify the product commercially;
- (B) **Manufacturer's Product Name:** Supplier must provide the commercial product name that the Software Publisher uses to identify the product commercially. In the instance of maintenance and support line items the Supplier must include details on how the maintenance and support cost is calculated (i.e. X% of the lesser between the SLSA ceiling price or the price paid for the license) when a generic maintenance and support line item is included;
- (C) **Manufacturer's Name:** Supplier must provide the name of the Software Publisher that owns the Intellectual Property rights to the product;
- (D) **Ceiling Price per License:** Suppliers must submit ceiling unit prices for all items proposed in Annex D - Product List and Ceiling Prices. The prices must be:
- (a) Ceiling unit price;
 - (b) in Canadian dollars;
 - (c) exclusive of Goods and Services Tax or Harmonized Sales tax; and
 - (d) for a period no greater than one year.
- (E) **License Type:** Supplier must enter the license type (such as "per user", "per CPU", "per device", etc.) under which the software will be licensed to Canada;
- (F) **Software Category:** the Supplier must enter the applicable software category or categories of the product. The software category must correspond with the category descriptions under Annex H - Software Categories & Descriptions available on the SLSA website at:
<https://www.tpsgc-pwgsc.gc.ca/app-acq/cral-sarc/lqcl-ctgr-eng.html>
- (G) **Language(s) available:** The Supplier must provide the language(s) under which the software is available, designated as "EN" for English, "FR" for French, or "EN, FR" for both;
- (H) **Product Information:** The Supplier should provide a web site URL containing product information; and
- (I) **Platform:** The Supplier must specify the platform(s) on which the software can operate (e.g. Windows, Linux, Unix).

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- (ii) **Price Reference:** Supplier must provide a price reference(s) to substantiate that their proposed prices are fair and reasonable. Examples of acceptable price references include, but are not limited to, the following: Published Price Lists, copies of invoices issued for the proposed products, GSA Advantage prices.
- (iii) **Product List and Ceiling Prices Certification:** Suppliers must submit Attachment 2 to Annex D – Product List and Ceiling Prices Certification.

3.4 Section III: Forms, Certifications, and Additional Information

Suppliers must complete all the forms of Annex M and submit the certifications required under Part 5 - Certifications.

4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangement including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the Arrangements.
- (c) **Requests for Clarifications:** If Canada seeks clarification or verification from a Supplier about its Arrangement, the Supplier will have 2 working days (or a longer period if specified in writing by the Supply Arrangement Authority) to provide the necessary information to Canada. Failure to meet any deadline will render the Arrangement non-responsive, on "hold", or will create delay in processing a Supplier's SA.
- (d) **Right of Canada:**
 - (i) Canada reserves the right to reject any of the products proposed by a Supplier and enter into negotiation related to any ceiling prices under Annex D - Product List and Ceiling Prices;
 - (ii) Canada reserves the right to reject or negotiate any of the terms and conditions proposed by a Supplier and submitted under Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions. No Supply Arrangement will be awarded unless and until Canada has approved all such terms and conditions;
 - (iii) Canada reserves the right to reject or negotiate the terms proposed by a Supplier and submitted under Annex F - Special Pricing Program. No Supply Arrangement will be awarded unless and until Canada has approved all such terms and conditions;
 - (iv) Canada reserves the right to reject proposed products under a specific Software Category or to request that a Supplier reclassify the products which it deems to not correspond with the category definitions under Annex H - Software Categories & Descriptions;
 - (v) Canada reserves the right to reject proposed Approved Resellers submitted under Annex G – Sources of Supply. No Supply Arrangement will be awarded unless and until Canada has approved all named Approved Resellers.

4.2 Technical and Financial Evaluation

Arrangements will be reviewed to determine whether they meet the mandatory requirements of the RFSA. All elements of the RFSA that are mandatory requirements are identified specifically with the words "must" or "mandatory". Supplier's with Arrangement(s) that do not comply with each and every mandatory requirement will be notified by the Supply Arrangement Authority and will be provided with a time frame within which to meet the requirement. Failure to comply with the request of Canada and meet the requirements within that time period will render the Arrangement non-responsive, disqualified, on "hold", or will create delay in processing a Supplier's SA.

4.2.1 Technical Evaluation

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4.2.1.1 Mandatory Technical Criteria:

The mandatory technical requirements are as follows:

- (i) Software Usage and Software Maintenance and Support - Terms and Conditions as per Article 3.2 (c)(ii);
- (ii) List of Approved Resellers as per Article 3.2(c)(iv), if applicable;
- (iii) Forms, Certifications, and Additional Information as per Article 3.4; and,
- (iv) Financial Viability as per Article 4.4.

4.2.2 Financial Evaluation

4.2.2.1 Mandatory Financial Criteria

The mandatory financial requirements are as follows:

- (i) Product List and Ceiling Prices as per Article 3.3 (b)(i);
- (ii) Price reference(s) as per Article 3.3 (b)(ii).

4.3 Basis of Selection

An Arrangement must comply with the requirements of the Request for Supply Arrangement and meet all mandatory technical evaluation criteria and financial evaluation criteria to be declared responsive.

4.4 Financial Viability

SACC Manual clause [S0030T](#) (2014-11-27) Financial Viability.

5 CERTIFICATIONS

- (a) Suppliers must provide the required certifications to be issued a SA. Canada will declare an Arrangement non-responsive if the required certifications are not completed and submitted as requested.
- (b) Compliance with the certifications suppliers provide to Canada is subject to verification by Canada during the Arrangement evaluation period (before issuance of a SA) and after issuance of a SA. The Supply Arrangement Authority will have the right to ask for additional information to verify suppliers' compliance with the certifications before issuance of a SA. The Arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Supply Arrangement Authority for additional information will also render the Arrangement non-responsive.

5.1 Certifications Precedent to Issuance of a Supply Arrangement

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

5.2 Integrity Provisions - Associated Information

By submitting an arrangement, the Supplier certifies that the Supplier and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Arrangement of Standard Instructions 2008. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.3 Identification of Green Suppliers

Suppliers are requested to identify if they meet the "Green Company" Guidelines below. A supplier that meets the criteria may be identified as a "Green Company" in the SLSA. Suppliers are requested to provide this information using the Arrangement Submission Form (form 1) included in the RFSA.

Green Company:

A "green" company is defined as a company having an Environmental Management System (EMS) in place at a production facility. Manufacturers must operate with an EMS certified by a qualified registrar as complying with the ISO 14001 standard.

5.4 Identification of Aboriginal Businesses as per the Procurement Strategy for Aboriginal Business (PSAB)

- (a) To be awarded an Aboriginal SA, Aboriginal Businesses must complete the PSAB "Certification Requirements for the Set-Aside Program for Aboriginal Business." Suppliers are requested to provide this information using the Certification Requirements for the Set-Aside Program for Aboriginal Business Form (form 4) included in the RFSA.

It is a precondition to the submission of a valid Aboriginal Arrangement that this certification be accurately completed. Failure to complete, and submit the Certification with the Arrangement shall render the offer non-compliant under the Aboriginal stream of the RFSA.

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- (b) By executing this certification the Supplier:
- (i) certifies that it meets, and will continue to meet throughout the duration of the Supply Arrangement, the requirements described in the [Annex 9.40](#) (Procurement Strategy for Aboriginal Business) of the Supply Manual.
 - (ii) agrees that any subcontractors it engages under the Arrangement must satisfy the requirements described in the above mentioned annex.
 - (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

5.5 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Supply Arrangement Authority, the Supplier must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in [Annex 9.4](#) of the Supply Manual, entitled "Requirements for the Set-aside Program for Aboriginal Business" .

2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

5.6 Supplier Certifies that All Software is "Off-the-Shelf"

All proposed software and software maintenance and/or support in response to this RFSA must be "Off-the-Shelf", meaning that each software component is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the software proposed is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the date that the Arrangement is submitted. By submitting an Arrangement, the Supplier is certifying that all the software proposed is Off-the-shelf.

5.7 Supplier Certification that no professional service, hardware or appliance solutions, hosted solutions, cloud-based solutions such as software as a service, platform as a service or infrastructure as a service are included in the Supplier's Arrangement.

All proposed software and software maintenance and/or support in response to this RFSA must consist solely of software licenses, and software maintenance and/or support. No professional service, hardware or appliance solutions, hosted solutions, or cloud-based solutions such as software as a service, infrastructure as a service or platform as a service are permitted to be sold under this procurement vehicle. By submitting an Arrangement, the Supplier is certifying that all the products proposed consist solely of software and software maintenance and/or support.

5.8 Software Publisher Certification, Software Publisher Authorization, and Open Source Software Certification

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- (a) **Software Publisher Certification:** The Software Publisher must certify that it has all the rights necessary to license all proposed software proprietary software component(s) using the Software Publisher Form (form 2) included with the RFSA.
- (b) **Software Publisher Authorization:** Any Supplier that is not the Software Publisher of all the proprietary software products or components proposed as part of its Arrangement must submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Supplier). No Supply Arrangement will be awarded to a Supplier who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Supplier originates with multiple Software Publishers, authorization is required from each Software Publisher. Suppliers are requested to provide this information using the Software Publisher Form (form 2) included with the RFSA.
- (c) **Open Source Product(s) Certification:** For any non-proprietary (open source) products, the Supplier must provide certification that the Supplier has the rights to licence the products in accordance with the terms and conditions of the SA. Suppliers are requested to provide this information using the Open Source Product(s) Certification Form (form 3) included with the RFSA.

6 SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

6A Supply Arrangement

6A.1 Supply Arrangement

The Supply Arrangement (SA) is issued to allow Canada to set up a procurement vehicle to acquire Off-the-shelf software licenses and related software maintenance and/or support through a software product catalogue (herein after referred to as the SLSA Catalogue), that will amalgamate the product lists under all issued SAs. Goods are listed by each Supplier under Annex D - Product List and Ceiling Prices and fall under one or more of the commercial software categories listed in Annex H - Software Categories & Descriptions.

6A.2 Disclosure and Publication of Supply Arrangement

- (a) It is a condition of the SA that Canada has the right to publicly disclose and publish the entire contents of the SA, including ceiling price information, on a network, the Internet, an intranet, an extranet, a virtual private network (VPN), an inter-network, or such other means as may become possible from time to time so that there could be "universal access rights" from any location as may become possible from time to time, whether their means of access is secure, wireless, mobile or by any other means available from time to time.
- (b) The Supplier further agrees that it will have no right of claim against Canada, the Minister, Clients, employees, agents or servants, or any of them, in relation to disclosure of the information contained in the SA as a result of establishing the SLSA catalogue, and will indemnify Canada, the Minister, Clients, employees, agents or servants, and any of them, against any action, suit, demand, right or claim asserted by anyone as a result of such disclosure.
- (c) Canada will not be liable for any errors, inconsistencies or omissions in any such published information. If the Supplier identifies any errors, inconsistencies or omissions, the Supplier agrees to notify the Supply Arrangement Authority immediately.

6A.3 Security Requirement

There are no security requirements required specific to the SA. The Contracts issued against this SA may, however, be subject to security requirements.

6A.4 Comprehensive Land Claim Agreement (CLCA) Requirements

CLCA requirements are outside the scope of the SA and are to be actioned as separate requirements.

6A.5 Standard Clauses and Conditions

All clauses and conditions identified in the SA and resulting Contract(s) 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).

- (a) **General Conditions**
[2020](#) (2020-07-01) General Conditions - Supply Arrangement - Goods or Services,
- (c) **SACC Manual Clauses:**

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The SACC Manual Clause [S0030T](#) (2014-11-27) Financial Viability is incorporated by reference into and forms part of the SA.

6A.6 Certifications

Compliance with the certification requirements is a condition of the SA and subject to verification by Canada during the term of the SA and of any resulting Contract. If the Supplier does not comply with any required certification or it is determined that any certification made by the Supplier in the Arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting Contract for default and suspend or cancel the SA.

6A.7 Applicable Laws

The SA and any Contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(Insert the name of the Canadian province or Canadian territory as specified by the Supplier in the Arrangement, if applicable).*

6A.8 Authorities

(a) Supply Arrangement Authority

The Supply Arrangement Authority is:

(to be provided at the time of issuance of the SA)

Name:
Title:
Department: Public Works and Government Services Canada
Directorate: Business and Technology Solutions Sector (BTSS)
Address: 10 Wellington, Gatineau, QC. K1A 0S5
Telephone:
E-Mail: TPSGC.AAALL-SLSA.PWGSC@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority is the PWGSC representative responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

(b) Supplier's Representative

The Supplier's Supply Arrangement Representative is:

Name:
Title:
Address:
Telephone:
E-mail:

6A.9 Status of Supplier *(only if offeror is a qualified Aboriginal business under PSAB)*

The SA is being identified as an Aboriginal SA under the Procurement Strategy for Aboriginal Business (PSAB). The Supplier's status as a qualified Aboriginal Set-Aside Offeror is based on the certification made with the Arrangement. Should a verification by Canada disclose a breach of such certifications, or change in the status of the Offeror during the period of this SA, Canada has the right to disqualify the SA

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as an Aboriginal SA qualified or Aboriginal Set-Asides, and to treat any resulting Contract(s) as being in default, rendering the Supplier subject to the remedies set out in the Supply Arrangement.

6A.10 Identified Clients

This SA may be used to acquire goods by any Government Department, Departmental Corporation or Agency, or other body of Canada (including those described in the *Financial Administration Act* (as amended from time to time), and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the [Department of Public Works and Government Services Act](#) (each a "Client").

6A.11 Authority to issue Contracts

- (a) The Supplier agrees to execute Contract(s) only when issued by representatives within the Approved Client Departments of Canada in accordance with Annex I - List of Approved Client Departments.
- (b) The Supplier acknowledges that Clients do not have the authority to issue Contracts that exceed the applicable Contract Limitation as per Section 6B.2.

6A.12 Terms Applicable to the Use of Approved Resellers

(a) **Supply Through Approved Reseller(s)**

- (i) The Supplier may supply Off-the-shelf software licenses and related software maintenance and/or support to Canada under the SA through Approved Reseller(s) named within its SA.
- (ii) The Supplier is responsible for its obligations under the SA, regardless of the acts or omissions of its Approved Reseller(s) or any employee or agent of its Approved Reseller(s) in carrying out or purported carrying out of the Supplier's obligations under any resulting Contract(s). The Supplier agrees and understands that it shall be the responsibility of the Supplier to remedy any breach of the terms and conditions of the SA resulting from an Approved Reseller's fulfillment of the Contract.
- (iii) Subject to sub-clause 6A.12 (a)(ii), where the Supplier intends to supply Goods through an Approved Reseller(s), any of the Supplier's obligations regarding the fulfillment of a resulting Contract may be performed by its Approved Reseller(s).
- (iv) Receipt of payment by Approved Reseller(s) for Goods acquired through a Contract shall be deemed to be receipt of payment by the Supplier.
- (v) Reseller(s) must be approved by the Supply Arrangement Authority and specified in Annex G – Sources of Supply before being entitled to supply any of the products offered within the SA to Canada.
- (vi) If during the term of the SA, there is a change of status in the Approved Reseller(s) named in Annex G – Sources of Supply, the Supplier shall inform the Supply Arrangement Authority immediately in writing.
- (vii) It is the Supplier's responsibility to provide information on the content of its SA and any revision to it to its Approved Reseller(s).

(b) **Suspension of the right to use an Approved Reseller**

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- (i) Canada, at its sole discretion, upon finding an Approved Reseller has not adhered to the terms of the SA, may suspend an Approved Reseller under the SA by giving a written notice to the Supplier. The Approved Reseller's suspension will apply to all SAs under which the Approved Reseller is listed. Canada is not required to forward a copy of such written notice to the Reseller;
- (ii) An Approved Reseller's suspension under the SA will take effect on the date of receipt of the written notice or at the expiration of a cure period specified in the notice, if the Supplier has not cured the default to the satisfaction of Canada within that cure period;
- (iii) Canada may, at its sole discretion, extend or impose a suspension period or remove the Approved Reseller(s) permanently from Annex G – Sources of Supply if there is a reoccurrence of the offence(s) which the notice has been based on.

6A.13 Supply Arrangement Reporting

- (a) The Supplier must compile and maintain data records on its provision of goods to Canada that are acquired through Contracts resulting from the SA.
- (b) The report must be in the format provided in Annex J - Supply Arrangement Quarterly Reports Template.
- (c) In the event that a supplier has multiple supply arrangements they are to submit one (1) report which contains all their supply arrangements.
- (d) The supplier is only to report new contracts and contracts which have been amended and resulted in change of value during the respective reporting periods. In the case of an amendment resulting in a change of value of the original contract the supplier should report only the difference in value in the quarterly report.
- (e) If information is not available, the reason for omission must be indicated. If no goods are provided during a specific period the Supplier must provide a "NIL" report.
- (f) The reports must be submitted on a quarterly basis to the Supply Arrangement Authority via email to TPSGC.AAALL-SLSA.PWGSC@tpsgc-pwgsc.gc.ca. The quarterly reporting periods and due dates for submission are:

Quarter	Period	Due Date
1	April 1 to June 30	July 31 of the same year
2	July 1 to September 30	October 31 of the same year
3	October 1 to December 31	January 31 of the following year
4	January 1 to March 31	April 30 of the same year

- (g) Failure to provide fully completed reports in accordance with the above instructions may result in the suspension or cancellation of the SA, the removal of the Supplier from the list of qualified Suppliers and the application of a vendor performance corrective measure.

6A.14 Updating Annexes

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The Supplier may be permitted to update the below Annexes on the first business day of each quarter. PWGSC at its sole discretion may accept Annex updates from Supplier outside the established quarterly update schedule.

Quarter	Period
1	April 1 to June 30
2	July 1 to September 30
3	October 1 to December 31
4	January 1 to March 31

6A.15 Updating Annex D - Product List and Ceiling Prices

- (a) Subject to the restrictions and exclusions set in Article 3.3 of Part III of the RFSA, the Supplier may be permitted to update Annex D - Product List and Ceiling Prices, on the first business day of each quarter, as defined in 6A.14. To be actioned, the Supply Arrangement Authority must receive the modification request, at least thirty calendar days in advance of the scheduled update.
- (b) When requesting a modification the Supplier must:
- (i) Provide all updated changes in a document with all of the changes clearly highlighted using the Annex D - Product List and Ceiling Prices Tool.
 - (ii) Provide a detailed explanation and justification for the modifications requested.
 - (iii) Provide a price reference(s) to substantiate that their proposed prices are fair and reasonable. Examples of acceptable price references include, but are not limited to, the following: Published Price Lists, copies of invoices issued for the proposed products, GSA Advantage prices.
- (c) By submitting an Annex D update request the Supplier is certifying that the change(s) identified in the amendment request is/are the only change(s) made to the updated Supplier's Annex D - Product List and Ceiling Prices. If any changes other than the ones identified in the Supplier's amendment request are made to the Annex D - Product List and Ceiling Prices, the Supplier understands that the Government of Canada may adjust these unidentified changes back at any time or suspend the SA.
- (d) By submitting an Annex D update request the Supplier certifies that the ceiling prices proposed are not in excess of the lowest ceiling prices charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.
- (e) Canada reserves the right to reject or negotiate the requested change prior to processing. If Canada and the Supplier cannot reach an agreement regarding the requested modifications, the Supplier may elect to remove such products from Annex D - Product List and Ceiling Prices.
- (f) The Supplier must submit with the modification request, if required as a result of the modifications, any additional certifications. If any of these required certifications are not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will void the modification request or create delay in processing Supplier's request(s).

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- (g) The Annex D - Product List and Ceiling Prices must only include Off-the-shelf software licenses and related software maintenance and/or support. No professional services, hardware, appliance solutions, hosted solutions, or cloud-based solutions such as software as a service, infrastructure as a service or platform as a service are permitted to be sold under this Supply Arrangement

6A.16 Updating Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions

- (a) Subject to the restrictions and exclusions set in Article 3.2 of Part III of the RFSA, the Supplier may be permitted to update Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions, on the first business day of each quarter, as defined in 6A.14. To be actioned, the Supply Arrangement Authority must receive the modification request, at least thirty calendar days in advance of the scheduled update.
- (b) When requesting a modification the Supplier must provide a revised Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions which includes all Software Usage and Software Maintenance and Support - Terms and Conditions included in the SA (originally approved and newly added). The modification request must also clearly highlight all proposed changes to the existing Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions. Canada reserves the right to reject or negotiate any requested change.
- (c) The Supplier's modification request must not result in Canada being required by the Supplier to pay any additional license fees for any owned licenses already accepted and paid for by Canada and/or as part of irrevocable options under existing Contract(s).
- (d) Only terms which are presented in full and directly included in Annex E - Software Usage and Software Maintenance and Support Terms and Conditions will form part of the SA and resulting Contract(s). Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise, shall not form part of the SA or resulting Contract(s).
- (e) Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained in or on the software packaging or conditions that may accompany the software in any manner, regardless of any notification to the contrary and regardless whether Canada has signed such agreements.

6A.17 Updating Annex F - Special Pricing Program

- (a) Subject to the restrictions and exclusions set out in Article 3.2 of PART III of the RFSA, the Supplier may be permitted to update Annex F - Special Pricing Program on the first business day of each quarter. To be actioned, the Supply Arrangement Authority must receive the modification request, at least thirty calendar days in advance of the scheduled update.
- (b) When requesting a modification the Supplier must provide a revised Annex F - Special Pricing Program which includes all Special Pricing Program included in the SA (originally approved and newly added). The modification request must also clearly highlight all proposed changes to the existing Annex F - Special Pricing Program. Canada reserves the right to reject or negotiate the requested change.
- (c) The Supplier's modification request must not result in Canada being required by the Supplier to pay any additional license fees for any owned licenses already accepted and paid for by Canada and/or as part of irrevocable options under existing Contract(s).

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- (d) Only terms which are presented in full and directly included in Annex F - Special Pricing Program will form part of the SA and resulting Contract(s). Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise shall not form part of the SA or resulting Contract(s).
- (e) Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained in or on the software packaging or conditions that may accompany the software in any manner, regardless of any notification to the contrary and regardless of whether Canada has signed such agreements.

6A.18 Updating Annex G – Sources of Supply

- (a) Subject to the restrictions and exclusions set in Article 3.2 of Part III of the RFSA, the Supplier may be permitted to update Annex G – Sources of Supply as required. However the supplier should make their best attempt to submit the request on the first business day of each quarter, as defined in 6A.14. To be actioned, the modification request must be sent to the Supply Arrangement Authority at least ten business days prior to the requested change date.
- (b) When requesting a modification the Supplier must provide a revised Annex G - Sources of Supply. The modification request must also clearly highlight all proposed changes to the existing Annex G - Sources of Supply as well as information on the reason of a withdrawal, if requested to do so by Canada.
- (c) The Supplier agrees and understands that any removal from the Annex G - Sources of Supply will not obligate Canada to amend awarded Contracts against the SA.

6A.19 Condition to Remain a Qualified Supplier

- (a) The Supplier acknowledges that it is a condition of the SA that:
 - (i) the Supplier (and its Approved Resellers, as applicable) must continue to meet all the qualification requirements, as described in the RFSA, during the Supply Arrangement period;
 - (ii) all certifications made in the Supplier's Arrangement must be true at the time of the submission and must remain true throughout the Supply Arrangement Period. The Supplier acknowledges that Canada is entitled to verify these certifications throughout the Supply Arrangement Period;
 - (iii) the Supplier must obtain and maintain all permits, licenses and certificates of approval required by any applicable federal, provincial or municipal legislation that are required to perform any resulting Contract(s) and pay any charges imposed by such legislation or regulations. Upon request, the Supplier must provide a copy of any such permit, license, or certificate to the Supply Arrangement Authority;
- (b) Canada may verify compliance with these conditions at any time during the Supply Arrangement Period and failure to meet any of these conditions constitutes grounds for the suspension of this SA.
- (c) Canada may require a Supplier to validate its qualification at any time. For example, the Supply Arrangement Authority may require a Supplier to provide evidence that:
 - (i) it continues to have the financial capability; or,
 - (ii) the Joint Venture membership (if applicable) remains as stated in the SA; or,

- (iii) it continues to meet the certification requirements for the Set-Aside Program for Aboriginal Businesses.
- (iv) The Supplier must immediately notify the Supply Arrangement Authority if it no longer meets any of the mandatory qualification requirements of this SA.
- (v) Where the Supplier no longer meets any of the individual requirements for qualification, Canada may, at its option:
 - (i) suspend a Supplier's authority to use the SA in its entirety until the Supplier has demonstrated that it meets the requirements in respect of which it has been found deficient, during which time the Supplier will not be eligible for solicitations issued under this procurement vehicle;
 - (ii) cancel the SA in its entirety in which case the Supplier may submit a new Arrangement at any time; or ,
 - (iii) cancel the Supplier qualification under specific software categories.

6A.20 Suspension or Cancellation of a Supply Arrangement

- (a) Canada, at its sole discretion, may suspend or cancel the SA if:
 - (i) Late deliveries occur;
 - (ii) Complete and accurate Quarterly Usage Reports are not submitted within the required time frames;
 - (iii) Contracts are accepted from unauthorized parties (those not listed under Annex I - List of Approved Client Departments);
 - (iv) The product list includes unauthorized goods (such as appliances) or services (such as professional services);
 - (v) Violations of any of the specific terms and conditions detailed in the SA occur;
 - (vi) Contract(s) awarded against the SA have been terminated for default;
 - (vii) Canada has imposed measures on the Supplier under the PWGSC Vendor Performance Policy (or such similar policy as may be in place from time to time);
 - (viii) Canada has documented at least three instances of Contract poor performance. An instance of poor performance may include, but is not limited to late or failed delivery of reports or goods, lack of timely notification given to the Supply Arrangement Authority of changes in the Supplier's Supply Arrangement Representative, insurance coverage or security status, and non-compliance with invoicing procedures;
 - (ix) Information is provided to Clients by the Supplier that conflicts with any aspect of the terms and conditions, pricing, or availability of systems currently listed in the SA.
- (b) Removal or Suspension of the Supplier's SA does not affect the right of Canada to pursue other remedies or measures that may be available.

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- (c) The Supplier acknowledges that Canada has the right to publish information regarding the status of the Supplier's SA, including information related to the suspension, cancellation or withdrawal of the Approved Reseller(s), if applicable.

6A.21 Use of Electronic Purchasing Tool

- (a) During the existence of the SA, Canada may begin using an electronic purchasing tool or other electronic tools to acquire the Goods. Canada reserves the right to make the use of the new electronic purchasing tool mandatory or optional, at its sole discretion. For all purchases for which the use of any such electronic purchasing tool is mandatory, if the Supplier chooses not to propose their products through the electronic tool, it will be assumed that the Supplier has chosen to withdraw from the procurement vehicle.
- (b) Canada agrees to provide Suppliers with no less than three months-notice to allow for the migration to any electronic purchasing tool prior to making use of the tool mandatory to all suppliers.

6A.22 Supplier promotional or marketing literature

As a courtesy, Canada requests that Suppliers notify the Supply Arrangement Authority in advance of their intention to make public an announcement related to the issuance of a SA or the award of Contract(s).

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6B CONTRACTOR SELECTION METHODOLOGY

6B.1 General

- (a) The Supplier hereby acknowledges and agrees to provide the Goods listed in Annex D – Product List and Ceiling Prices in accordance with the procedures described below.

Canada shall acquire Goods listed in the SLSA Catalogue by:

- (i) directing a Contract to a specific Supplier; or,
 - (ii) issuing a Contract to the selected Supplier following the issuance of a Request for Quotation (RFQ) or Bid Solicitation.
- (b) Suppliers will be bound by instructions contained in the [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements which are incorporated by reference into and will form part of each RFQ or Bid Solicitation. If there is a conflict between the provisions of 2003 and Part 6B, Part 6B prevails.
- (c) Subsections 04 and 05 of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above are deleted in their entirety and replaced with the following:
- 1. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSAs). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.
 - 2. Canada may, at any time, request that a bidder provide properly completed and Signed Consent Forms (<https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.
- (d) **Federal Contractors Program for Employment Equity**

Note:

In the context of the RFSAs the reference made to “bidder” in the Federal Contractors Program for Employment Equity clauses is referring to the Supplier (SA Holder):

- (i) The Federal Contractors Program (FCP) for Employment Equity applies to departments and agencies listed at Schedules I, I.1 and II of the Financial Administration Act (FAA) and subject to the Treasury Board the Policy on the Planning and Management of Investments and the Directive on the Management of Procurement
 - A. **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 (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html>) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

- B. 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.
- (ii) For requirements estimated at **\$1,000,000 and above**, Applicable Taxes included, issued within the framework of a PWGSC SA, made on behalf of a Department or Agency subject to the FCP and the TB the Policy on the Planning and Management of Investments and the Directive on the Management of Procurement, the following paragraphs must be incorporated:
- A. Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.
 - B. The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

6B.2 Contracting Authorities and Limits

- (a) Client Department who have been given the authority by PWGSC to use the SLSA are listed in Annex I - List of Approved Client Departments on the SLSA website at <https://www.tpsgc-pwgsc.gc.ca/app-acq/cral-sarc/gnrx-gnrl-eng.html>. Canada may, at any time, modify Annex I - List of Approved Client Departments to add, delete or modify information about Approved Client Departments. Suppliers are responsible to verify and confirm that the requester is an Approved Client Department.
- (b) Approved Client departments can issue resulting contracts using their existing contracting authorities and limits, in accordance with the [Directive on the Management of Procurement \[https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32692\]](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32692), Appendix A, Contracting Approvals, as per the following table:

Schedule 2: Goods

Department or Agency	Competitive	Non-competitive
Public Works and Government Services Canada	\$75,000,000	\$3,750,000
Shared Services Canada	\$60,000,000	\$3,000,000
National Defence	\$7,500,000	\$375,000
All other departments and agencies	\$750,000	\$100,000

- (c) For the purpose of determining the appropriate contracting authorities and limits, a Request for Quotations when only one specific product or combination of products can meet the technical requirements (no substitute requirements) will be considered non-competitive.
- (d) All procurements in excess of a Client's authority will be initiated and managed by PWGSC, on behalf of the Client. PWGSC may also manage requirements that are within a Client's authority.

6B.3 Contractor Selection

- (a) **Requirements valued at less than \$25,000.00 CAD (GST/HST/QST included)**

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For requirements under \$25,000.00 CAD (GST/HST/QST included), Canada may choose, at its sole discretion, to direct Contracts to a Supplier or, to issue Contracts following RFQs.

- (i) If only one Source of Supply exists for the required software products or related software maintenance and/or support, Canada may request that the Supplier submit price support prior to any Contract award. Canada reserves the right to negotiate with the Supplier if it is determined that the prices being offered do not represent good value to Canada.
- (b) **Requirements valued at \$25,000.00 CAD (GST/HST/QST included) or greater**
 - (i) **RFQ Process:** For requirements when only one product or combination of products can meet Canada's technical requirements, Canada will issue a RFQ by posting a notice on the Government Electronic Tendering Service (GETS) and/or sending a RFQ directly to all Sources of Supply when more than one source of supply exist.
 - (ii) **Bid Solicitation Process:** If multiple software products are available from the SLSA Catalogue that can meet Canada's technical requirements, Canada may issue a Bid Solicitation. When possible, Canada will identify the software category(ies) that apply to the requirements. If Canada determines that there is no sufficient capability under the SLSA Catalogue or it is a complex and/or specialized requirement, Canada may acquire the Goods outside the SLSA Catalogue and extend the competition to all firms by posting a formal bid solicitation document on GETS.
- (c) **Set-Aside / Aboriginal Business**

At the discretion of each Client, some solicitations against the resulting SAs may be set-aside for Aboriginal Business under the federal government's PSAB.

In the event that Canada wishes to issue a Contract under the PSAB, Canada may do so by utilizing the Aboriginal Suppliers SAs. All the terms and conditions as stated in this SA apply to the Aboriginal Suppliers SAs.

6B.4 Request for Quotation (RFQ) – Procedures

- (a) For requirements in which only one product or combination of products can meet Canada's technical requirements, Canada may in cases under \$25,000.00 and must in cases over \$25,000.00, issue a RFQ by posting a notice on GETS and/or sending a RFQ directly to all Sources of Supply for the requirement when more than one source of supply exist.
- (b) Suppliers will have 5 working days, or as specified by the Contracting Authority, whichever is longer, to respond to Canada.
- (c) Each RFQ must contain at a minimum the following information. Annex L - Software Licensing Supply Arrangement Request for Quote Template may be used to conduct RFQs.
 - (i) Name and contact information of the Contracting Authority
 - (ii) SA number against which the Contract will be awarded
 - (iii) Name of the Client Department
 - (iv) Bid closing date and time;
 - (v) Address and contact information for submission of bids;

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- (vi) Requisition Number or Client Reference Number;
 - (vii) Security provisions (if applicable);
 - (viii) Federal Contractors Program (FCP) for Employment Equity as per 6B.1;
 - (ix) List of the initial requirement's (and if applicable optional requirement's) Software Publisher's part number(s) and product name(s) as listed in the SLSA Catalogue;
 - (x) List of initial requirement's (and if applicable optional requirement's) period of software subscription(s) and/or maintenance and/or support (if applicable);
 - (xi) Quantity for each initial requirement (and if applicable optional requirement);
 - (xii) Licensing metric for each initial requirement (and if applicable optional requirement); and
 - (xiii) An area to calculate the Total Bid Price.
 - (xiv) The statement: **ALL OTHER TERMS AND CONDITIONS ARE PER THE SUPPLY ARRANGEMENT.**
- (d) For RFQs which are sent directly to Sources of Supply, Canada will send the RFQ to all Sources of Supply to the email addresses specified in the SAs. It is the Supplier's responsibility to ensure the accuracy of contact information for itself and its Approved Resellers. Canada's sole responsibility is to forward the RFQ to the email address(es) specified by the Supplier.
- (e) Suppliers may only accept and respond to RFQs originating from Approved Client Departments (see Annex I - List of Approved Client Departments available on the SLSA website at <https://www.tpsgc-pwgsc.gc.ca/app-acq/cral-sarc/appi-eng.html>.)
- (f) **Technical Evaluation** - Only responses to RFQs that include the following will be considered by Canada:
- (i) Supplier's SA number;
 - (ii) The name of the Bidder (Bidders are requested to include their name on each page of the response) ;
 - (iii) Unit Price for each of the Manufacturer's Part Number & Product Name. The Manufacturer's Part Number & Product Name must be identical to those listed in the issued RFQ and must be contained in the SA's Annex D – Product List and Ceiling Prices at the time of the RFQ closing date;
 - (iv) Prices in Canadian dollars;
 - (v) Prices are exclusive of the Goods and Services Tax or the Harmonized Sales Tax, FOB destination, Canadian customs duties and excise taxes included.
 - (vi) A firm price initial requirement that does not exceed the applicable ceiling prices in the Supplier's SA at the RFQ closing date; and
 - (vii) Firm ceiling prices for any irrevocable options or for any additional maintenance and/or support periods.

- (g) **Financial Evaluation - Total Bid Price (TBP):** The financial evaluation will be conducted by calculating the TBP using the Pricing Tables completed by bidders. If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder. The financial evaluation process will be as follows:
- (i) The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.
 - (ii) The TBP is the arithmetic sum of the prices for the Software during the Initial Contract Period including Option Periods (if requested) including the total price of the software maintenance and/or support (if requested) during the Initial Contract Period and Option Periods (if requested) as provided in the bidder's financial bid and as verified by the Approved Authority.
- (h) **Enquiries:** All enquiries must be submitted in writing to the Approved Authority. Bidders should reference as accurately as possible the numbered item to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.
- (i) **Submission of Bids:** Bids must be submitted to the location specified and by the date, time and place indicated in the RFQ. It is the Bidder's responsibility to ensure that the bid has been received by Canada.
- (j) **Basis of Selection:** If there are two or more compliant bids, the Contract will be awarded to the bidder with the lowest total bid price. If more than one bidder is ranked first because of identical overall price, then the Supply Arrangement Authority will be notified in writing and the RFQ will be re-tendered to the first ranked bidders.
- (k) **Only One Bid Received in Response to a RFQ:** If only one response that meets the requirements is received, Canada has the right to request that the bidder submit price support prior to Contract award. If Canada determines that the prices being bid do not represent good value to Canada, Canada reserves the right to reject the offer or negotiate with that Bidder.
- (l) **Cancellation of RFQ:** Canada has the right to cancel a RFQ at any time and to re-issue the same or a similar RFQ at a later date.

6B.5 Bid Solicitation - Procedures

- (a) For software solutions that exceed \$25,000.00 CAD (GST/HST/QST included) and when there is more than one Source of Supply and there is more than one specific Manufacturer's Part Number and Product Name available to meet the requirement through the SLSA Catalogue, Canada, at its own discretion, will issue bid solicitations documents to all SLSA Suppliers through GETS.
- (b) Suppliers will have a minimum of 15 calendar days to respond to Canada or as specified by the Contracting Authority, whichever is longer.

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- (c) For Bid Solicitations, Annex K - Software Licensing Supply Arrangement Bid Solicitation Template must be used.
- (d) Suppliers must only accept and respond to Bid Solicitations from an Approved Client Department (see Annex I - List of Approved Client Departments available on the SLISA website at <https://www.tpsgc-pwgsc.gc.ca/app-acq/cral-sarc/appi-eng.html>.)
- (e) Each bid solicitation must contain the minimum following information. Annex K - Software Licensing Supply Arrangement Bid Solicitation Template may be used to conduct Bid Solicitations
 - (i) Bid closing date and time;
 - (ii) Address and contact information for submission of bids;
 - (iii) The applicable trade agreement(s);
 - (iv) Security provisions (if applicable);
 - (v) Requisition Number or Client Reference Number;
 - (vi) Federal Contractors Program (FCP) for Employment Equity as per 6B.1;
 - (vii) Statement of Requirement (i.e. what the software must do) including interoperability requirements;
 - (viii) Evaluation Criteria (i.e. the methodology on how each of the rated criteria, if any, will be evaluated by Canada);
 - (ix) Initial scope of the requirement (i.e. number of users, devices, locations, as applicable) as well as optional growth to address the complete requirement and the type of license model required being sought;
 - (x) Maintenance and/or support, if applicable, and the number of option periods, if applicable;
 - (xi) Delivery date and delivery location(s);
 - (xii) Chosen Evaluation Selection Methodology;
 - (xiii) Approved Client Department Authority's contact name, phone number and e-mail address; and
 - (xiv) Any additional terms or conditions that Canada deems necessary.
- (f) **Enquiries:** All enquiries must be submitted in writing to the Approved Authority. Bidders should reference as accurately as possible the numbered item to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

- (g) **Certifications:** Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the Bid Solicitation. Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.
- (h) **Submission of Bids:** Bids must be submitted to the location specified and by the date, time and place indicated by the Approved Authority.
- (i) **Cancellation of Bid Solicitation:** Canada has the right to cancel a Bid Solicitation at any time and to reissue the same or a similar Bid Solicitation at a later date.

6B.6 Bid Solicitation - Statement of Requirement

Canada's Statement of Requirement (SOR) will describe the operational and technical requirements that the Software must meet at bid closing date, in order for the bidder to qualify within the competitive process. The SOR will contain, as applicable:

- (i) A relevant title for the Software (also referred to as "Software Solution" or "Solution");
- (ii) Introduction or Preamble;
- (iii) Purpose, Objectives and Goals - provides the overall long-term purpose and goals and provides details on the problem(s) that need to be solved;
- (iv) Scope and future growth expected by Canada;
- (v) Computing Environment - description of the technical environment within which the Software is required to work, run, install and deploy and interoperate with (interoperability);
- (vi) Assumption, constraints, dependencies, relevant facts and perspectives;
- (vii) Description of the software maintenance and/or support requirements;
- (viii) A list of mandatory criteria and rated criteria (as applicable);
- (ix) Evaluation criteria for each of the rated criteria;
- (x) Any other information that Canada believes is pertinent to the requirement.

6B.7 Bid Solicitation - Evaluation and Contractor Selection Methodology

- (a) **Technical Evaluation Methodology:** Canada will evaluate Bidders on one or both of the following methods:
- (i) **Mandatory Technical Criteria:** Each bid will be reviewed for compliance with the mandatory requirements. 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. Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered; and/or

- (ii) **Point-Rated Technical Criteria:** Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

- (b) **Financial Evaluation Methodology:** The financial evaluation process will be as follows:

- (i) The financial evaluation will be conducted by calculating the TBP using the Pricing Tables completed by bidders. If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.
- (ii) The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.
- (iii) The TBP is the arithmetic sum of the prices for the Software during the Initial Contract Period including Option Periods (if requested) including the total price of the software maintenance and/or support (if requested) during the Initial Contract Period and Option Periods (if requested) as provided in the Bidder's financial bid and as verified by the Approved Authority.

- (c) **Selection Methodology:** Canada will select the successful bidder based on one of the following methods. Suppliers should note that all Contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed Contract. Despite the fact that the Supplier may have been recommended for Contract award, a Contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no Contract will be awarded.

- (i) **Lowest priced compliant bid:**

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.

If identical low bids are received the contract will be awarded on the basis of best value.

- (ii) **Lowest Price Per Point:**

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

If identical low bids are received the contract will be awarded on the basis of best value.

(iii) **Highest Combined Rating of Technical Merit and Price (60% technical and 40% Price):**

1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory criteria; and where applicable

Option 1

- c) obtain the required minimum of ____ (insert minimum number of points) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of ____ (insert total number of available points) points.

OR

Option 2

- c) obtain the required minimum points specified (choose "for each criterion" OR "for criterion number ____" OR "for criteria numbers ____ , ____") for the technical evaluation, and
 - d) obtain the required minimum of ____ (insert minimum number of points) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of ____ (insert total number of available points) points.
2. Bids not meeting (a) or (b) (or where applicable choose "(a) or (b) or (c)" OR "(a) or (b) or (c) and (d)") will be declared non-responsive.
 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bidder 1	Bidder 2	Bidder 3
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Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 36.56	92/135 x 60 = 40.89
	Pricing Score	45/50 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

If identical low bids are received the contract will be awarded on the basis of best value.

- (d) **Only one responsive response to bid solicitation:** If only one responsive bid is received in response to the bid solicitation, Canada reserves the right to request that the bidder submit price support prior to Contract award. If Canada determines that the prices being offered do not represent good value to Canada, Canada reserves the right to reject the offer and negotiate with that Bidder or to reissue the bid solicitation document.

6B.8 Financial Capability

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

6B.9 Bid Solicitation - Proof of Bid (PoB) Testing Top Ranked Responsive Bid

- (a) Canada may require that the top-ranked responsive Bidder (identified after the financial evaluation) to conduct a Proof of Bid (PoB). Through the PoB test, Canada will test the Software proposed in the top-ranked bid to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in the Statement of Requirement. The PoB test will take place at a location determined by Canada that recreates the technical environment described in the Statement of Requirement, or the PoB test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by Canada and if the Bidder assumes all responsibility for recreating the technical environment described in the Statement of Requirement (it is within the Canada's sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoB test.
- (b) After being notified by Canada, the Bidder will be given a maximum of 7 working days to start the installation of the proposed Software. The installation must be completed and functional within 3 working days of the Bidder starting the installation (7.5 hrs/day). Canada will then conduct the PoB test. Up to 4 representatives of the Bidder may be present during the PoB test. The representative(s) named in the bid to provide technical support during the PoB test should be available by telephone for technical advice and clarification during the PoB test; however, Canada is not required to delay the PoB test if an individual is unavailable. Once the PoB test has begun, it must be completed within 2 working days (7.5 hours per day).

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- (c) Canada will document the results of the PoB Test. If Canada determines that the proposed Software does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoB Test and the bid will be disqualified and Canada will then proceed with the next ranked responsive bid.
- (d) If, during the initial installation of the Software for the PoB 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 Approved Authority named in the bid solicitation. If Canada determines that the missing and/or corrupt files are for components identified in the technical bid, Canada will permit that the Bidder submits the missing files and/or replacements for the corrupt files on electronic media or 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, Canada 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. Canada will have the sole discretion to decide if the additional files may be installed for the PoB test. Under no circumstances will files required to correct flaws in the software programming or code be permitted.
- (e) In connection with the PoB testing, the Bidder grants to Canada a limited license to use the Bidder's proposed Software for testing and evaluation purposes.

6B.10 Bid Solicitation - Submission of Bid Response - Instructions

Should a Bid Solicitation process be utilized, the following bid submission requirements apply:

- (a) Bidders must provide copies of their bid in separately bound sections as follows:
 - (i) Section I: Technical Bid (1 hard copy *and* 1 soft copy)
 - (ii) Section II: Financial Bid (1 hard copy *and* 1 soft 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 reserves the right to modify the number of hard and soft copies required for evaluation purpose within the bid solicitation and modify the format which these copies must be provided at its sole discretion.

- (b) Canada requests that bidders follow the format instructions described below in the preparation of their bid:
 - (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (ii) use a numbering system that corresponds to the bid solicitation;
 - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - (iv) include a table of contents.

(c) Bids in response to bid solicitations must include:

(i) **Technical Bid:**

- (A) 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. All proposed software product(s) must be listed in the Supplier SA's Annex D – Product List and Ceiling Prices at bid closing date.
- (B) The proposed license model (if requested). The proposed model must meet or exceed the requirement.
- (C) The proposed maintenance and/or support model (if requested). The proposed model must meet or exceed the requirement.
- (D) The technical bid must substantiate the compliance of the Bidder and its proposed products with each criterion identified in the Statement of Requirement (if applicable). The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the software products being bid will meet the requirements. 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 considered non-responsive and disqualified.

(ii) **Financial Bid**

- (A) Bidders must submit their financial bid strictly in accordance with the Basis of Payment and Pricing Tables included in the bid solicitation without any conditions, assumptions, restrictions or otherwise and there must be no obligation for Canada to pay software maintenance and/or support more than one year in advance. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under resulting Contracts, with the exception of those limitations that are expressly set out in bid solicitation, will be treated as being non-responsive and the Bidder's proposal will be given no further consideration. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. All prices must be all inclusive firm prices or all inclusive firm per diem rates in accordance with the Basis of Payment. Unless otherwise indicated, bidders must include a single, firm or ceiling (as applicable), all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (B) The Supplier's financial bid is not bound by the ceiling prices listed in the Supplier's Annex D - Product List and Ceiling Prices.
- (C) The financial bid must include all costs for the requirement described in the Bid Solicitation for the entire Contract Period, including any option years.
- (D) Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this

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confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

6B.11 Notification of Bid Results

All bidders who respond to an RFQ or a Bid Solicitation will be notified in writing regarding the outcome of the bid within two working days of Contract award. This notice will include the following information:

- (i) The RFQ or bid solicitation number;
- (ii) The full legal name of the successful bidder;
- (iii) The total bid price of the successful bidder's bid;
- (iv) The value of the awarded Contract, GST/HST/QST included;
- (v) The number of bid responses received.

6B.12 Contract Against a Supply Arrangement - Procedures

- (a) A Contract can be issued provided that such Contract is in accordance with the terms set out herein.
- (b) A Contract may only be issued provided that such Contract is in accordance with the terms set out in the RFSA and the Resulting Contract Clauses and does not purport to revise or modify such terms or extend (or provide Canada with the option to extend) the term of the Contract without the prior written agreement of the Supplier.
- (c) Each Contract must contain at a minimum the following information. For convenience, Annex B - Contract template may be used.
 - (i) Supplier's name in full and the address and PBN number;
 - (ii) Requisition Number or Client Reference Number;
 - (iii) Ship to delivery address and contact where the goods will be delivered;
 - (iv) Invoicing Instructions;
 - (v) Client's financial codes;
 - (vi) Information related to GST or HST or QST (as applicable);
 - (vii) Signature of Approved Authority from the Annex I - List of Approved PWGSC and Client Authorities at the signature block in the bottom right corner on behalf of the Minister.
 - (viii) SA number against which the Contract is awarded;
 - (ix) Name of the Client Department;
 - (x) Security Provisions (if applicable);
 - (xi) Contracting and Technical Authority contact information;
 - (xii) If applicable, Reseller name and contact information;
 - (xiii) Manufacturer's Part Number and & Product Name as listed in the SLSA Catalogue for the initial (and if applicable optional) requirements;
 - (xiv) Unit of Measure e.g. license model

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- (xv) Type of software maintenance and/or support being requested (if applicable);
 - (xvi) Quantity;
 - (xvii) Unit Price(s) and
 - (xviii) Extended Price(s);
- (d) Only Contracts that have been issued by an Approved Client Departments listed in Annex I - List of Approved Client Departments are valid. Contracts from clients not listed in the Annex I - List of Approved Client Departments will render these Contracts not valid and must not be accepted. It is the responsibility of the Supplier to verify and validate that all Contracts originate from Approved Client Department.
- (e) Resulting Contracts must be awarded to Suppliers who hold the SA and must not be directed to Resellers. In cases where Suppliers use the services of Resellers (see Annex G - Sources of Supply) to fulfill specific requirements, the selected Reseller's name and address (if any) should be included in the resulting Contract. If Canada has not selected a Reseller, the Supplier is responsible for assigning a Reseller, if applicable.
- (f) Upon receipt of a signed Contract, the Supplier must:
- (i) Acknowledge receipt;
 - (ii) Validate that the Contract was issued by client listed in Annex I- List of Approved Client Departments available on the SLSA website at; <https://www.tpsgc-pwgsc.gc.ca/app-acq/cral-sarc/appi-eng.html>
 - (iii) Verify accuracy of the part number(s), product name, and description ; and,
 - (iv) Confirm delivery of the Contracted products.
- (g) If there are any errors in the submitted Contract, the Supplier must inform the sender within three business days of receipt of the Contract.
- (h) If the Contract was signed by an unauthorized personnel, the Supplier must:
1. inform the individual that the Contract cannot be processed; and
 2. inform the Supply Arrangement Authority.

6C RESULTING CONTRACT CLAUSES

It is a condition of the SA that the following clauses apply and are incorporated in each and every Contract issued against the SA.

6C.1 Reorganization of Client

- (a) The Contractor's obligation to provide the deliverables will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of the Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- (b) In addition to SACC 4003-08 Licensed Software - Transfer, the license is freely transferable without charge, cost, fees, penalties or otherwise except that licenses may not be transferred on a temporary basis (90 days or less). Canada will make best efforts to inform the Contractor of the transfer thirty (30) days in advance of the transfer occurring.

6C.2 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. In addition to the words defined in Annex A - Key Terms, the following words and expressions have the following meanings:

- (i) any reference to a "deliverable" or "deliverables" includes the license to use the Licensed Software;
- (ii) any reference to "Goods" means the software products and or the related software maintenance and/or support acquired by Canada under the SA;
- (iii) any reference to Client means the Department, Crown Corporation, Agency, or other body of the Government of Canada for whom the Goods are being requested;
- (iv) any reference to the Request for Supply Arrangement (RFSA) means the RFSA under which the SA has been issued against, as last amended, regardless of the issued date of the Supplier's SA;
- (v) any reference to "Software Licensing Supply Arrangement Catalogue" or "SLSA Catalogue" means the amalgamation of all the contents of all Supplier's SAs issued against the RFSA;
- (vi) if the term is not specifically defined in the Supplier's Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions, any reference to "Upgrade" means all commercially available enhancements, extensions, improvements, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the Licensed Software developed or published by the Contractor or its licensor; and
- (vii) any reference to "Support" means the technical hotline support, web support, diagnostic tools and any other means that the Supplier uses in connection to the software but does not include the services of on-site specialists.

6C.3 Optional Goods

- (a) If requested by Canada, the Contractor shall grant to Canada the irrevocable option to acquire the software products and/or maintenance and/or support listed in Table 2 - List of Optional

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Deliverables under the same terms and conditions as the initial requirement and at the ceiling prices listed in the issued Contract or those listed in the SA at the time of the irrevocable option is being exercised, whichever is the lowest. 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.

- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- (c) All irrevocable options contained in Contracts are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase such Goods in these amounts.
- (d) Prior to exercising any irrevocable option under an existing Contract, Canada will validate the prices against the Supplier's SA and the lower price will prevail.

6C.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 (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/>) issued by Public Works and Government Services Canada.

- (i) **General Conditions:**
- (ii) [2010A](#) (2021-12-02), General Conditions - Medium Complexity - Goods (excluding articles 9, 17 and 19) apply to and form part of the Contract.

- (iii) **Supplemental General Conditions:**

The following Supplemental General Conditions:

[4003](#) (2010-08-16), Supplemental General Conditions - Licensed Software (excluding Articles 4, 5, 6, 9.2, 9.4, 14, 15 and 17) apply and form part of the Contract.

6C.5 Security Requirement

If requested by Canada in the Contract, the Contractor must refer to the Security Requirement Check List that will be attached as an annex to the Contract.

6C.6 Contract Period

- (a) **Contract Period:** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which:
 - (i) begins on the date the Contract is awarded; and
 - (ii) ends 1 year later, or on the day that the Software Maintenance and Support Period for the most recently purchased product expires, whichever is later.
- (b) **Option to Extend the Contract:**
 - (i) If requested by Canada, the Contractor grants to Canada the irrevocable option to extend the term of the Contract by the number of additional periods specified by Canada in Table 2 - List of Optional Deliverables of the issued Contract, under the same terms and

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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 one calendar day before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a Contract amendment.

(c) **Delivery Date**

- (i) All the deliverables must be received within 10 working days after the date the Contract is awarded unless otherwise specified in the Contract.

6C.7 **Authorities**

(a) **Contracting Authority**

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

(b) **Technical Authority**

The Technical Authority is the representative of the Client for whom the Goods are being acquired for under the Contract and is responsible for all matters concerning the technical content of the deliverables under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to modify the deliverables under the Contract. Changes in the deliverables can only be made through an amendment issued by the Contracting Authority.

6C.8 **Inspection and Acceptance**

Notwithstanding SACC 4003-12 and unless other acceptance procedures are outlined in a Bid Solicitation, inspection and acceptance of the Licensed Software will be done at each destination to the satisfaction of the Technical Authority. Acceptance will consist of receiving delivery of the software free from any damage or defects related to the shipment and of verification that the goods supplied and prices charged are in accordance with the Contract.

6C.9 **Payment**

(a) **Basis of Payment**

- (i) **License(s):** For the license(s) to use the software products (the "Licensed Software") including delivery, and the Software Documentation in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in the Contract, FOB destination, including all customs duties, GST/HST/QST extra. The firm prices include the warranty during the Software Warranty Period.
- (ii) **Software Maintenance and/or Support for Licensed Software:** For Software Maintenance and/or Support throughout the Software Support Period, in accordance with the Contract, Canada will pay the Contractor, the firm price(s) set out in the Contract, FOB destination, including all customs duties, GST/HST/QST extra.

- (iii) **Multiple Payments (if applicable):** If the supply of Licenses, Maintenance and/or Support contemplates multiple periods or multiple years, then during each period, as detailed in the Contract and not to exceed one year per period, the Contractor shall be paid the firm, prorated price(s) applicable to such period as set out in the Contract, FOB destination, including all customs duties, GST/HST/QST extra.
- (iv) **Irrevocable option for additional licenses:** 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 the Contract, FOB destination, including all customs duties, GST/HST/QST extra.

If additional licenses are requested during the Software Support Period, Canada will pay the applicable price for the Software Maintenance and/or Support of that number of licenses divided by the total number of days in the Software Support Period, then multiplied by the number of days remaining in the Software Support Period (in order to reflect the fact that Software Maintenance and/or Support will only be provided for that portion of the determined period and to establish a common expiry date).

- (v) **Irrevocable option for additional Software Maintenance and/or Support:** If Canada exercises its option to extend the Software Maintenance and Support Period, Canada will pay the Contractor the firm annual price set out in the Contract, FOB destination, including all customs duties, GST/HST/QST extra.
- (b) **Limitation of Expenditure**

Canada's total amount of fees owed to the Contractor under the Contract must not exceed the amount set out in each issued Contract. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Any provisions for additional expenses or costs beyond the commitments to purchase the specific amounts or values of Goods outlined in the Contract do not apply. This limitation is exclusive of remedies for violations of intellectual property rights or violations of the agreement.

- (c) **No Automatic Renewal**

Any provisions for automatic or deemed renewals that may be found in Annex E -Software Usage and Software Maintenance and Support - Terms and Conditions or Annex F - Special Pricing Program do not apply.

- (d) **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.

- (e) **Method of Payment Software Maintenance and/or Support**

Canada will make an advance payment to the Contractor for Software Maintenance and/or Support within 30 days after receiving a complete invoice (and any required substantiating

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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 are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the Section 16 of the 2010A - General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

The Contractor acknowledges that this is an advance payment. Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to the non-performance of Software Maintenance and/or Support, if such Software Maintenance and Support provided later is not provided in accordance with or to the extent required by the terms and conditions of the Contract.

(f) **Credit Cards**

The acceptance of credit cards for the purpose of payment is at the discretion of the Contractor.

(g) **Reseller (if applicable)**

The Reseller, if applicable, is named in the Contract and is designated as the Reseller for the purposes of receiving and fulfilling this Contract and for the purposes of receiving payment.

6C.10 Invoicing Instructions

- (a) The Contractor or the designated Reseller, as the case may be, must submit invoices in accordance with Section 10 of 2010A - General Conditions and any special instructions included in the Contract by Canada.
- (b) The invoice must include a separate line item for each subparagraph in the applicable Basis of Payment.
- (c) By submitting invoices, the Contractor or the designated Reseller, as the case may be, is certifying that the Goods have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor or the designated Reseller, as the case may be, must provide the original of each invoice to the Technical Authority and a copy to the Contracting Authority.

6C.11 Federal Contractors Program for Employment Equity - Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and 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.

6C.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province specified in Part 6A - Resulting Supply Arrangement Clauses of the Supplier's SA.

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6C.13 Priority of Documents

- (a) If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list. If there are any discrepancies between the Supplier's Special Pricing Program and/or Software Usage and Software Maintenance and Support - Terms and Conditions and those in the body of the RFSA and Resulting Contract clauses, the terms and conditions of the RFSA shall prevail as per this Priority of Documents:
- (i) Request For Supply Arrangement
 - (ii) Current Part 6C - Resulting Contract Clauses of the RFSA # EN578-100808/D;
 - (iii) [4003](#) (2010-08-16) Supplemental General Conditions - Licensed Software (excluding articles 4, 5, 6, 9.2, 9.4, 14, 15 and 17);
 - (iv) [2010A](#) (2020-05-28) General Conditions - Medium Complexity Goods (excluding articles 9, 17 and 19);
 - (v) Bid Solicitation or Request for Quote (if applicable);
 - (vi) Annex F - Special Pricing Program (if applicable, except for those provisions that are deemed stricken pursuant to Article 3.2 (c) of Part 3 of the RFSA);
 - (vii) Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions (except for those provisions that are deemed stricken pursuant to Article 3.2 (c) of Part 3 of the RFSA); and
 - (viii) Annex C - Security Requirements Checklist (if applicable).

6C.14 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6C.15 Limitation of Liability - Information Management/Information Technology

This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in Contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.

- (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 section 6C.17 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 by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (v)(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 \$1,000,000.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(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.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph (c).
- (c) The Contractor agrees that any clauses in Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions or Annex F - Special Pricing Program which obligate Canada to indemnify or hold the Contractor or any other party harmless or any license terms that purport to impose any such obligations are without any force or effect.

6C.16 No Exclusions to Supplier's Obligations

Any "notwithstanding" provisions and any disclaimers, limitations or exclusions in Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions or Annex F - Special Pricing Program do not apply to, or override, the Supplier's obligations or Canada's rights under the terms and conditions of the Resulting Contract as set out in Part 6C - Resulting Contract Clauses with respect to the Licensed Software as a whole. For example, and without limiting the Supplier's obligations, the Supplier's intellectual property right infringement and liability obligations under Part 6C - Resulting Contract Clauses applies to all portions of the Licensed Software as a whole even if the infringement claim is in relation to a third party portion of the Licensed Software provided. The Contractor agrees that its obligations, as clarified by this section, applies to all components of the licensed software as a whole, including components of the Licensed Software that may be licensed to Canada directly by a third party.

6C.17 Intellectual Property Infringement and Royalties

- (a) If a third party claims that equipment or software that the Contractor provides under the Contract infringes any intellectual property right, the Contractor, if requested to do so by Canada, will defend Canada against the claim at the Contractor's expense. In this regard, the Contractor will pay all costs, damages and legal fees that a court finally awards, provided that Canada:
 - (i) promptly notifies the Contractor in writing of the claim; and
 - (ii) co-operates with the Contractor in, and allows the Contractor full participation in, the defence and related settlement negotiations; and

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- (iii) obtains the Contractor's prior approval to any agreement resulting from settlement negotiations held with the third party.

The Contractor shall participate in any claims, action or proceeding arising under subsection (b) and no such claim, action or proceeding shall be settled without the prior written approval of the Contractor and Canada.

- (b) If such a claim is made or appears likely to be made, Canada agrees to permit the Contractor to enable Canada at the Contractor's expense, to continue to use the equipment or software or to modify or replace it with equipment or software which has published specifications equal or superior to the equipment or software being replaced. If the Contractor determines that none of these alternatives is reasonably available, Canada may elect, at the Contractor's expense, to independently secure the right to continue to use the equipment or software, or Canada may require the Contractor to accept the return of the equipment or software and to refund all monies paid to the Contractor under the Contract for the equipment and software, as well as all amounts paid for services and license and development fees.
- (c) The provisions of subsections (a) and (b) do not apply in situations where the Contractor was instructed by Canada to purchase a specific item of equipment or software from a specific source on behalf of Canada. In this case, the Contractor shall ensure that its subcontract for the equipment or software states that:

"If a third party claims that equipment or software that the subcontractor supplies under the Contract infringes any intellectual property right, the subcontractor, if requested to do so by either the Contractor or Canada, will defend the Contractor and Canada against that claim at the subcontractor's expense and will pay all costs, damages and legal fees that a court finally awards."

In the event that the Contractor is unable to incorporate this into its subcontract, then it shall advise Canada of the situation and not proceed with the subcontract without receiving written notice from Canada that the level of intellectual property right infringement protection is acceptable.

- (d) Without prejudice to Canada's right to terminate the Contract for default prior to completion of the Work, the above represents the Contractor's entire obligation to Canada regarding any claim of infringement.
- (e) The Contractor has no obligation regarding any claim based on any of the following:
 - (i) Canada's unauthorized modification of the equipment or software, or Canada's unauthorized use of the equipment or software in other than its published specified operating environment;
 - (ii) the combination, operation or use of the equipment or software with any product, data or apparatus that the Contractor did not provide under the Contract, or which combination, operation or use the Contractor did not authorize or approve in advance, if infringement would not have occurred but for such combination, operation or use.

6C.18 Licensed Software (if applicable)

- (a) **Licensed Software:** The Licensed Software includes all the products listed in the issued Contract, and any other software code forming part of those products as identified in the Software Documentation and the specifications.

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- (b) **License Grant:** In addition to SACC 4003-02 License Grant, the Supplier or the Software Publisher, as the case may be, grants Canada a license to use the Licensed Software in accordance with the Contract.
- (c) With the exception of 6C.18(d) and unless specified otherwise in this Contract, the Contractor's standard commercial warranty as referenced in Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions will apply to this Contract.
- (d) **Warranty:** Contractor warrants that the Licensed Software will work in accordance with the Software Publisher's specifications for the thirty (30) day period following receipt of the Software.
- (e) **Irrevocable License:** Canada's license under this Contract is irrevocable. With the exception of the provisions of 4003 Article 11.2, the Contractor may not revoke, shut down, terminate, or suspend Canada's license without expressed agreement by the Contracting Authority.
- (f) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 1 year from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

6C.19 Software Maintenance and/or Support (if applicable)

- (a) **Software Maintenance and/or Support:** The Software Maintenance and/or Support, as requested in the Contract, will be delivered in accordance with Supplier's standard commercial offering, as detailed in Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions, subject to the restrictions and exclusions set out in Article 3.2(c) of Part III of the RFSA.
- (b) **Error Correction:** If provided in the Contract, Canada may report to the Contractor any failure of the Licensed Programs to operate in accordance with the specifications during the Software Support Period. Upon receipt of a report of a failure from Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable commercial efforts to provide Canada with a correction of the software error which caused the failure. Any such software correction must cause the Licensed Programs to meet the Software Documentation or, if applicable, the specifications during the Software Support Period. All Software Error corrections will become part of the Licensed Software and will be subject to the conditions of Canada's license with respect to the Licensed Software.
- (c) **No Mandatory Updates:** The failure by Canada to install a patch, update or upgrade of a licensed software does not relieve the Supplier of its obligations under the SA unless the supplier has indicated in writing that failure to install such patch, update or upgrade would place the supplier in breach or prevent them from otherwise meeting their obligations under the SA.

6C.20 Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify

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Canada if any delivered electronic media used are found to contain computer viruses or other coding intended to cause malfunctions.

- (b) If recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

6C.21 Access to Canada's Property and Facilities

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

6C.21.1 Compliance with on-site measures, standing orders, policies, and rules

In the event which the Contractor requests access to Canada's property and facilities:

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6C.22 Confidentiality

- (a) The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Requirement, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
- (b) The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
- (c) Subject to the Access to Information Act, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- (d) The obligations of the Parties set out in this section do not apply to any information if the information:
 - (i) is publicly available from a source other than the other Party; or

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- (ii) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
- (iii) is developed by a Party without use of the information of the other Party.
- (e) Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Public Works and Government Services (PWGSC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- (f) If the Contract, the Work, or any information referred to in subsection (a) is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
- (g) If the Contract, the Work, or any information referred to in subsection (a) is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

6C.23 Termination for Convenience for Software Maintenance and/or Support

Notwithstanding the Termination for Convenience provisions contained at Section 24 of 2010A - General Conditions - Medium Complexity - Goods, the parties agree that in the event of termination of software maintenance and/or support for the convenience of Canada for which an advance payment has been made, charges, calculated on a prorata basis of a twelve month year and a thirty day month, will be up to the last date of the monthly period in which the termination occurred. The Contractor shall immediately refund to Canada the unliquidated portion of the advance payment.

6C.24 Compliance Review

(a) **Record Keeping**

The Client shall keep all usual and proper records relating to its reproduction, distribution and use of the Licensed Software to provide verification that the Client's use of the Licensed Software has been and is in compliance with this Contract.

(b) **Right to Request a Compliance Review**

- (i) No more than once per two years during the term of the license, which may survive the term of the Contract, or more frequently if the Contractor has a substantiated belief that the Client is in default of the terms and conditions of the Contract, upon request by the Contractor to the Supply Arrangement Authority, the Client will perform a compliance review to determine whether it has fully complied with, and is not in default of, the terms and conditions of the Contract (including, without limitation, Annex E and Annex F). By invoking the rights and procedures described herein, the Contractor does not waive its

rights to enforce its contractual rights in any contract or to protect its intellectual property by any other means permitted by law.

- (ii) Within 21 days of the Contractor's Notice, a preliminary consultation will be held between the Contractor and the Client to review the contractual license entitlements and to discuss the department's established procedures and method of review and timeframe. The Contracting Authority will be involved as required.
- (iii) The Client should complete the compliance review within 120 days of the request by the Contractor. Should this timeframe be insufficient to complete the compliance review, Client and Contractor shall negotiate and agree in writing on a reasonable timeframe for the completion of the compliance review.

(c) **Disclosure of Compliance Data**

- (i) The results of the compliance review, including the data, system tool outputs or other reports collected or produced in the course of the compliance review concerning the use of the Licensed Software and the licenses held by Canada authorizing such use, shall be disclosed to the Contractor by the Client and shall be treated as confidential information. The Compliance Authority responsible for the compliance review shall verify that the data and reports disclosed to the Contractor are complete, true and accurate. Upon receipt of the results of the compliance review from the Client, the Contractor will have the option of requesting a meeting with the Compliance Authority for the purpose of reviewing the compliance review results. For greater clarity, the Compliance Authority is the designated responsible senior officer (for example, the CIO, CFO or CTO), as applicable.
- (ii) The Contractor acknowledges and agrees that the materials to be disclosed to the Contractor by Canada will be limited to information pertaining to the reproduction, distribution and use of the Licensed Software and that Canada may refuse to disclose any data or record subject to exclusions to disclosure of information under the Access to Information Act, the Privacy Act or other applicable laws or written policies, including laws or policies governing classified government information or other confidential or personal information.
- (iii) In the event that the Client refuses to disclose any data or record for such a reason, except to the extent prohibited by applicable law or written policy, it shall:
 - (A) identify the data or record being excluded;
 - (B) provide written reasons for the exclusion, including a copy of any policy that Canada relies on; and
 - (C) withhold only that part of the data or record that cannot be disclosed.

(d) **Review Demonstrating Compliance**

- (i) If the compliance review demonstrates compliance with the terms and conditions of the Contract, the Client will provide the Contractor, within the timeframe for completion of the compliance review, a written certification signed by the Compliance Authority certifying that the Client has fully complied with, and is not in default of, the terms and conditions of the Contract.
- (ii) The Contractor's acceptance of the Client's certification is in no way an acknowledgement or agreement by the Contractor that the Client has fully complied with, and is not in

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default of, the terms and conditions of the Contract except where the Client has obtained a written confirmation of contract compliance from an authorized representative of the Contractor.

(e) **Review Demonstrating Non-Compliance**

- (i) If the compliance review reveals that the Client has not fully complied with, or is in default of, the terms and conditions of the Contract, the Client will provide the Contractor, within the timeframe for completion of the compliance review, a written certification signed by the Compliance Authority providing full details of the non-compliance. The Client should remedy the non-compliance within 60 days of the receipt of the certification. Should this timeframe be insufficient to remedy the non-compliance, Client and Contractor shall negotiate and agree in writing on a reasonable timeframe for the remedy.
- (ii) In the event that the Client is found to be under licensed, the Client will acquire the additional licenses for the applicable version of the Licensed Software necessary to remedy the under licensing. For each unlicensed copy of the Licensed Software identified, the "applicable version" will be the version of the Licensed Software installed or run as of the date of the compliance review request. To the extent that the licenses for the applicable version were, or are, available under the Supply Arrangement, the price for such licenses will not exceed the ceiling price set out in the last Supply Arrangement Annex D – Product List and Ceiling Prices in which the license for the applicable version was listed.
- (iii) The Client acknowledges that the compliance review may reveal that the Client has not fully complied with, or is in default of, the terms and conditions of software licenses not contemplated under this contract. In such instances, the Client shall remedy the non-compliance separately from this Contract.
- (iv) To the extent the Client has upgraded any copies of unlicensed software or any licenses to be acquired by the Client to remedy under licensing are in respect of copies installed or used together with copies of the Licensed Software which were or are enrolled in maintenance or support, the Client agrees to pay for, as applicable, maintenance and support for those additional licenses for the lesser of the duration of the unlicensed use or two years.
- (v) The Client shall provide the Contractor with a written certification signed by the Compliance Authority certifying that the Client has fully remedied its non-compliance. This certification shall be provided to the Contractor promptly once the non-compliance has been remedied.
- (vi) To the extent that the non-compliance or default cannot be remedied by the Client acquiring additional licenses, the Contractor shall have the right to pursue whatever remedies may be permitted by law and any failure or delay by the Contractor in exercising any such remedy shall not be construed as a waiver thereof or otherwise prevent the Contractor from seeking or obtaining such remedy in the future.

(f) **Use of Third Parties**

- (i) The Client acknowledges and agrees that the Contractor may include in any meetings, deliberations or discussions undertaken with the Client in connection with Section 6C.24 any third party advisors, consultants or other representatives of the Contractor as the Contractor deems to be appropriate to facilitate the compliance review process, including

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the resolution of any identified issues and may share with any such representatives the results of the compliance review.

- (ii) Prior to the sharing of information with a third party, Canada must be notified and Canada may require the third party to enter into a nondisclosure agreement with Canada, prepared by Canada, acting reasonably.

6C.25 Defence Contract (for Defence Production Act Contracts, if applicable)

- (a) SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract.

6C.26 Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

6C.27 Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

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ANNEX A – ANNEXE A

KEY TERMS – TERMES-CLÉS

ENGLISH (ANGLAIS)		FRANÇAIS (FRENCH)	
Approved Client Departments	Client departments who have an agreement with PWGSC to use the SA. Approved Client Departments are listed in Annex I - List of Approved Client Departments and only Authorities from Approved Client Departments have the right to award resulting Contracts.	Les ministere clients de TPSGC autorisés par TPSGC à recourir à l'AMA sont énumérés à l'annexe I - Liste de ministere clients autorisés de TPSGC et et seuls les ministere clients autorisés de TPSGC peuvent attribuer des marchés subséquent.	Ministere clients autorisés
Approved Reseller(s)	A Reseller named within the Suppliers' SA, and designated by the Supplier as responsible for certain tasks within the Suppliers' SA. (See Class 1 and Class 2 Reseller).	Un revendeur nommé dans l'AA du fournisseur et désigné par le fournisseur comme responsable de certaines tâches dans l'AMA du fournisseur. (Voir revendeur de classe 1 et de classe 2).	Revendeur(s) autorisé(s)
Arrangement	The Supplier's response to the RFSA submitted to PWGSC.	La réponse du fournisseur présentée à TPSGC dans le cadre de la DAMA	Arrangement
Bidder	The person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a Contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.	La personne ou l'entité (ou dans le cas d'une coentreprise, les personnes ou les entités) qui présente une soumission pour l'exécution d'un marché de biens, de services ou les deux. Le terme ne comprend pas la société mère, les filiales ou autres affiliées du soumissionnaire ni ses sous-traitants.	Soumissionnaire
Bid Solicitation	A competitive solicitation conducted among all of the Sources of Supply in the SLSA, in which each is requested to provide a solution for the identified generic requirement(s).	Un appel d'offres concurrentiel émis à l'intention de toutes les sources d'approvisionnement de l'AAALL, dans lequel chaque fournisseur est invité à proposer une solution pour les besoins génériques énoncés.	Demande de soumissions
Class 1 Reseller	Appointed by the Supplier for the purposes of responding to RFQs and RFPs, receiving and fulfilling Contracts, and for the purposes of receiving payment on their behalf.	Les personnes nommées par le fournisseur aux fins de répondre aux demandes de prix ou de propositions, de recevoir et de réaliser les marchés et de recevoir le paiement pour le compte du fournisseur.	Revendeur de catégorie 1
Class 2 Reseller	Appointed by the Supplier for the purposes of fulfilling Contracts and for the purposes of issuing invoices and receiving payment.	Les personnes nommées par le fournisseur aux fins de réaliser les marchés, d'émettre les factures et de recevoir le paiement.	Revendeur de catégorie 2

Client	Any Government Department, Departmental Corporation or Agency, or other body of the Government of Canada, including those described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act, is each a "Client".	Tout ministère, tout organisme ou toute société d'État, ou toute autre entité du gouvernement du Canada, y compris ceux qui sont décrits dans la Loi sur la gestion des finances publiques (telle qu'elle est modifiée de temps à autre), ou toute autre partie au nom de laquelle TPSGC a été autorisé à agir de temps à autre en vertu de l'article 16 de la Loi sur le ministère des Travaux publics et des Services gouvernementaux, chacun étant un « client ».	Client
Contract	A Contract awarded against a Supply Arrangement.	Un marché accordé dans le cadre d'un arrangement en matière d'approvisionnement.	Marché
Contracting Authority	The authority named in the Contract who is responsible on behalf of the Minister for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority.	L'autorité désignée dans le marché chargée de la gestion de celui-ci, au nom du ministre; toute modification apportée au marché doit être autorisée par écrit par l'autorité contractante.	Autorité contractante
Contractor	The Supplier, as defined in SACC 2008-04 Definition of Supplier.	Le fournisseur, tel que défini dans la clause du guide des CCUA 2008-04 Définition de fournisseur.	Entrepreneur
Deliverables	Includes the license to use the Licensed Software and the maintenance and/or support services. Licensed software itself is not a deliverable, because the Licensed software is only being licensed under the Contract, not sold or transferred.	Comprend la licence d'utilisation du logiciel sous licence et les services de maintenance et de soutien du logiciel. Le logiciel sous licence lui-même n'est pas un livrable, car il n'est que l'objet d'une licence dans le cadre du marché et n'est ni vendu ni concédé.	Livrables
Goods	The software products and/or the related software maintenance and/or support acquired by Canada under the SA.	Les produits logiciels ou les services connexes de maintenance et de soutien des logiciels acquis par le Canada dans le cadre de l'AMA.	Biens
Initial Contract Period	The initial period, during which the Contractor must deliver, maintain and support the Licensed Software.	La période initiale durant laquelle l'entrepreneur doit fournir les logiciels sous licence et offrir les services de maintenance et de soutien des logiciels.	Période initiale du marché
Manufacturer	See Software Publisher definition.	Voir la définition de l'éditeur du logiciel.	Fabricant
"Off-the-shelf"	Each software component is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the software proposed is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the date that the Arrangement is submitted.	Tous les composants logiciels sont offerts sur le marché et n'exigent aucune recherche ni développement supplémentaires, et font partie intégrante d'une gamme de produits existante dont le fonctionnement est éprouvé (ils n'ont pas simplement fait l'objet d'essais en laboratoire ou dans un environnement expérimental). Si du matériel ou un logiciel du système proposé est une extension entièrement compatible d'une gamme de produits éprouvés, il doit avoir été annoncé publiquement au plus tard à la date à laquelle l'arrangement est soumis.	Logiciels du commerce

Party	Canada, the Contractor, or any other signatory to the Contract. ("Parties", includes all of them.)	Le Canada, l'entrepreneur ou tout autre signataire du marché (les « parties » comprennent l'ensemble d'entre eux).	Partie
Proof of Bid Test (POB)	A test to confirm that the solution proposed in the top-ranked bid (identified after the financial evaluation) will function as described in the bid and will meet the technical functionality requirements described in the applicable bid solicitation.	Un examen visant à confirmer que la solution logicielle proposée dans la soumission classée au premier rang (établi après l'évaluation financière) fonctionnera comme il est décrit dans la soumission et qu'elle satisfera aux exigences de fonctionnalité technique décrites dans la demande de soumissions pertinente.	Contrôle de la validation de la soumission
Quote	An offer submitted in response to a Request for Quotation issued by a Contracting Authority.	Une offre présentée en réponse à une demande de prix émanant d'une autorité contractante.	Prix
Request For Quote	A competitive solicitation conducted among the available Sources of Supply providing the required product, in which each is requested to provide a quote for the identified no-substitute requirement(s).	Un appel d'offres concurrentiel émis à l'intention des sources d'approvisionnement disponibles en mesure de fournir le produit requis, dans lequel chaque fournisseur est invité à proposer un prix pour le besoin sans substitution.	Demande de prix
Reseller	A third party involved in the supply of deliverables under a SA.	Un autre tiers fournisseur de livrables dans le cadre d'un AMA.	Revendeur
Software Publisher	The entity or person who has the right to license or to sublicense and full power and authority to grant to Canada all the rights granted under the Contract, for any designated software product included in the Arrangement.	L'entité ou la personne qui a le droit d'accorder une licence ou une sous-licence et qui est pleinement autorisée à accorder au Canada les droits octroyés en vertu du contrat, pour tout produit logiciel désigné faisant partie de l'arrangement.	Éditeur de logiciels
Sources of Supply	The number of Suppliers with the required Manufacturer's (software publisher's) part number included in their Annex D - Product List and Ceiling Prices, or as the number of Class 1 Resellers listed under the suppliers of the required software's Annex G - Sources of Supply.	Le nombre de fournisseurs ayant inscrit le numéro de pièce du fabricant à l'annexe D, Catalogue de produits et prix plafonds, ou le nombre de revendeurs de la catégorie 1 énumérés à l'annexe H, Liste des revendeurs autorisés.	Sources d'approvisionnement
Supplier	Also the Contractor, means the person or entity whose name appears on the Supply Arrangement and who has become a pre-qualified supplier and been issued a Supply Arrangement.	L'entrepreneur (également le fournisseur) désigne la personne ou l'entité dont le nom figure sur l'arrangement en matière d'approvisionnement et qui est devenu un fournisseur préqualifié à qui l'arrangement en matière d'approvisionnement a été émis.	Fournisseur
Supply Arrangement	The Supply Arrangement (SA) resulting from the supplier's Arrangement submitted in response to the RFSA.	L'arrangement en matière d'approvisionnement (AMA) résultant de l'arrangement du fournisseur, présenté en réponse à la DAMA.	Arrangement en matière d'approvisionnement

<p>Supply Arrangement Authority</p>	<p>The person designated as such in the Supply Arrangement, or by notice to the Supplier, to act as the representative of Canada in the management of the Supply Arrangement and Request for Supply Arrangement.</p>	<p>La personne désignée comme telle dans l'arrangement en matière d'approvisionnement, ou par un avis au fournisseur, en vue d'agir à titre de représentant du Canada pour la gestion de l'arrangement en matière d'approvisionnement et la demande pour un arrangement en matière d'approvisionnement.</p>	<p>Responsable de l'arrangement en matière d'approvisionnement</p>
<p>Supply Arrangement Representative</p>	<p>The Suppliers representative who is responsible for the administration and the management of the Arrangement and resulting SA.</p>	<p>Le représentant du fournisseur qui est responsable de l'administration et de la gestion de l'arrangement et de l'AMA subséquent.</p>	<p>Représentant de l'arrangement en matière d'approvisionnement</p>
<p>Support</p>	<p>The technical hotline support, web support, diagnostic tools and any other means that the Supplier uses in connection to the software, but does not include the services of on-site specialist.</p>	<p>Comprend la ligne directe pour le soutien technique, le soutien sur Internet, les outils de diagnostic et les autres moyens que le fournisseur utilise en lien avec les logiciels, mais ne comprend pas les services d'un spécialiste sur les lieux.</p>	<p>Soutien</p>
<p>Technical Authority</p>	<p>The representative of the Client 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.</p>	<p>Le représentant du client pour lequel les travaux sont exécutés dans le cadre du marché. Il est chargé de toutes les questions liées au contenu technique des travaux prévus dans le marché.</p>	<p>Responsable technique</p>
<p>Upgrade</p>	<p>Includes all commercially available enhancements, extensions, improvements, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the Licensed Software developed or published by the Contractor or its licensor if the term is not specifically defined in the Supplier's Software Usage and Software Maintenance and Support - Terms and Conditions.</p>	<p>Advenant que l'annexe E du fournisseur, Utilisation des logiciels et services de maintenance et de soutien des logiciels – Modalités, ne la définit pas expressément, une « mise à niveau » désigne l'ensemble des améliorations, des extensions, des mises à jour, des versions, des réécritures, des améliorations croisées, des composants et des mises à niveau inférieures ou toute autre modification apportée au logiciel sous licence conçu ou publié par l'entrepreneur ou son ayant droit.</p>	<p>Mise à niveau</p>

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ANNEX B

CONTRACT TEMPLATE

CONTRACT AGAINST SUPPLY ARRANGEMENT [Insert Supply Arrangement #] FOR THE DEPARTMENT OF [Insert name of client]

1. GENERAL

This Contract is issued in accordance with Supply Arrangement (SA) [Insert SA #]. The Terms and Conditions set out in the SA form part of this Contract.

2. CLIENT

Under the Contract, the "Client" is [Insert name of end user department/agency].

3. REQUIREMENT

As detailed in Table 1 - List of Deliverables and Table 2 - List of Optional Deliverables if applicable.

4. SECURITY REQUIREMENTS *(if applicable)*

[Security provisions per the SRCL, if applicable, shall be detailed in this section.]

5. Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name:
Title:
Department:
Directorate:
Address:
Telephone:
E-Mail:

(b) Technical Authority

The Technical Authority for the Contract is:

Name:
Title:
Department:
Directorate:
Address:
Telephone:
E-Mail:

(c) Contractor's Representative

The Contractor's Representative is:

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Name:
 Title:
 Address:
 Telephone:
 E-Mail:

6. RESELLER NAME (if applicable)

The approved Reseller for the Contract is:

Reseller Company Name
 Name:
 Title:
 Address:
 Telephone:
 E-Mail:

7. OPTION TO EXTEND THE CONTRACT

As detailed in the referenced SA

8. SPECIAL INSTRUCTIONS (if applicable)

The following Special Instructions form part of this Contract.

Example Special Instructions:

[Specify a Contract Period - other than which begins on the date the Contract is awarded and ends 1 year later or on the day that the Software Maintenance and Support Period for the most recently purchased product expires, whichever is later, as stated in section 6C.6]

(a) the "Initial Contract Period", will be from [Start Date] up to and including [End Date];
[Specify a Delivery date: other than within 10 working days after the date the Contract is awarded as stated in section 6C.6]

(b) All the deliverables must be received on or before [Specific Date].

9. TABLE 1 - LIST OF INITIAL DELIVERABLES

Table 1 - List of Initial Deliverables							
Item No.	Manufacturer's Product Name (Per SLSA Catalogue)	Manufacturer's Part No. (Per SLSA Catalogue)	Media Type (Internet Download, unless otherwise specified)	Period (Software Maintenance, Support, subscription or other Period, if applicable)	Qty (Unit of measure)	Unit Price (CAD)	Extended Price (CAD)
1							
...							
Sub-Total(CAD):							\$0.00

10. TABLE 2 - LIST OF OPTIONAL DELIVERABLES (if applicable)

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Table 2 - List of Optional						
Item No.	Manufacturer's Product Name (Per SLSA Catalogue)	Manufacturer's Part No. (Per SLSA Catalogue)	Period (Software Maintenance, Support, subscription or other Period, if applicable)	Qty (Unit of measure)	Unit Price (CAD)	Extended Price (CAD)
1						
...						
Sub-Total(CAD):						\$0.00

11. **STATEMENT OF REQUIREMENTS** *(if applicable)*

The following Statement of Requirements forms part of this Contract.

ALL OTHER TERMS AND CONDITIONS ARE PER THE SUPPLY ARRANGEMENT.

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ANNEX C – ANNEXE C

SECURITY REQUIREMENTS CHECK LIST (SRCL)	LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)
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Note to Supplier: Security requirements, if applicable, will be added to individual Contracts prior to award.	Remarque à l'intention du fournisseur : Les exigences relatives à la sécurité seront ajoutées aux différents marchés avant leur attribution, s'il y a lieu.
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ANNEX D – ANNEXE D

PRODUCT LIST AND CEILING PRICES - CATALOGUE DE PRODUITS ET PRIX PLAFONDS

<p>Note to Supplier: The Annex D Tool must be completed and submitted as Annex D. This tool will generate the Resulting Annex.</p>	<p>Remarque à l'intention du fournisseur : L'outil de l'annexe doit être complété et soumis comme Annexe D. Cet outil formulera l'annexe D résultant.</p>
<p>Refer to the attached file "EN578-100808-D AMD 018 - Annex D Tool - Outil Annexe D.xls"</p>	<p>Voir le formulaire à remplir "EN578-100808-D AMD 018 - Annex D Tool - Outil Annexe D.xls"</p>

Annex D Tool – Outil de l'annexe D

AMENDMENT ONLY MODIFICATION SEULEMENT	AMENDMENT ONLY MODIFICATION SEULEMENT												
Action - Mesure a prendre	Item NO. - N° d'article	Stock Keeping Unit (SKU)/Manufacturer's Part Number (MPN) - Unité de gestions des stock (UGS)/numéro de pièce du fabricant (NPF)	Manufacturer's Product Name - Nom de produit du fabricant	Manufacturer's Name - Nom du fabricant	Previous Ceiling Price per License - Ancien prix plafond par licence	Ceiling Price per License - Prix plafond par licence	Standard Price for Regular Customers - Prix standard pour client régulier	License Type - Type de licence	Software Category - Catégorie de logiciel	Language - Langues	Product Information - Information sur les produits	Platform - Plateforme	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	

Resulting Annex D – Annexe D résultant

PRODUCT LIST AND CEILING PRICES CATALOGUE DE PRODUIT ET DE PRIX PLAFONDS												
Item NO. - N° d'article	Manufacturer's Part No. - N° de pièce du fabricant	Manufacturer's Product Name - Nom de produit du fabricant	Manufacturer's Name - Nom du fabricant	Ceiling Price per License - Prix plafond par licence	License Type - Prix plafond par licence	Software Category - Catégorie de logiciel	Language - Langues	Product Information - Information sur les produits	Platform - Plateforme			

ATTACHMENT 1 TO ANNEX D - PIÈCE JOINTE 1 DE L'ANNEXE D

ANNEX D TOOL INSTRUCTIONS – GUIDE D'UTILISATION DE L'OUTIL POUR ANNEX D

	ENGLISH (ANGLAIS)	FRANÇAIS (FRENCH)
(A)	Select: Add - Ajouter / Modify - Modifier / Delete - Supprimer	Selectionner: Add - Ajouter / Modify - Modifier / Delete - Supprimer
(B)	# Will generate number as Stock Keeping Unit (SKU)/Manufacturer's Part Number (MPN) is added	# sera produit lorsque l'unité de gestions des stock (UGS)/numéro de pièce du fabricant (NPF) est ajouter
(C)	Enter the Part Number that the Software Publisher uses to identify the product	Inscrire le numéro de pièce utilisé par l'éditeur de logiciels pour le produit
(D)	Enter the name that the Software Publisher uses to identify the product, whether maintenance and support is included in the new license purchase and in the instance of maintenance and support line items insert applicable details of how maintenance and support costs are calculated	Inscrire le nom utilisé par l'éditeur de logiciels pour le produit, lorsque la maintenance et le soutien sont inclus dans l'achat de la nouvelle licence et dans le cas des articles de maintenance et de soutien, indiquer les détails applicables sur la manière dont les coûts de la maintenance et du soutien sont calculés
(E)	Enter the name of the Software Publisher that produces the product	Inscrire le nom de l'éditeur de logiciels qui crée le produit
(F)	Enter previous ceiling price per license in Canadian Dollars	Inscrire l'ancien prix plafond par licence en dollars canadien
(G)	Enter current ceiling price per license in Canadian Dollars	Inscrire le présent prix plafond par licence en dollars canadien
(H)	Enter price from published price list, standard price list or other sources to support best value to Canada in Canadian Dollars	Inscrire le barème des prix publié, le barème des prix publié, ou des autres sources pour justifier la meilleur rapport qualité-prix en dollars canadien
(I)	Enter the license type such as "per user", "per CPU", "per device", etc. and whether it is perpetual, subscription, term etc.	Inscrire le type de licence, comme « par utilisateur », « par CPU », « par dispositif » et s'il s'agit d'une licence perpétuelle, de souscription, en indiquer les modalités, etc
(J)	Enter the applicable category per Annex H - Software Categories & Descriptions	Inscrire la catégorie de logiciel applicable, selon l'annexe H, Catégories de logiciels et descriptions
(K)	Enter the language of the software such as English, and French	Inscrire la langue du logiciel, p. ex, français, anglais
(L)	Enter a web site URL containing product information	Inscrire le site Web affichant cette information
(M)	Enter the platform on which the software can operate such as Windows, Linux, Unix	Inscrire la plateforme sur laquelle le logiciel peut fonctionner, comme Windows, Linux ou Unix

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ATTACHMENT 2 TO ANNEX D – PIÈCE JOINTE 2 DE L'ANNEXE D

PRODUCT LIST AND CELING PRICES CERTIFICATION – CERTIFICATION DE LA LISTE PRODUITS ET PRIX PLAFONDS

	Initial - Initiale
<p>Supplier Certification that all Software is “Off-the-Shelf” [Suppliers are requested to certify that all proposed software and software maintenance and/or support in response to this RFSA is “Off-the-Shelf”, meaning that each software component is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the software proposed is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the date that the Arrangement is submitted. By submitting an Arrangement, the Supplier is certifying that all the software proposed is Off-the-shelf.]</p> <p>-</p> <p>Attestation du fournisseur que toutes les logiciels sont des solutions commerciales disponibles sur le marché. [Les fournisseurs doivent certifier que tous les logiciels et la maintenance ou le soutien logiciel proposés en réponse à cette DAMA sont disponibles dans le commerce, notamment chaque composant logiciel qui ne requiert aucune recherche ou développement supplémentaire, et qu'ils font partie intégrante d'une gamme de produits existante dont le fonctionnement est éprouvé (ils n'ont pas simplement fait l'objet d'essais en laboratoire ou dans un environnement expérimental). Si du matériel ou un logiciel du système proposé est une extension entièrement compatible d'une gamme de produits éprouvés, il doit avoir été annoncé publiquement au plus tard à la date à laquelle l'arrangement est soumis. En présentant un arrangement, le fournisseur atteste que tous les logiciels proposés sont des logiciels commerciaux.]</p>	
<p>Supplier Certification that no professional services, hardware, appliance solutions, hosted solutions, cloud-based solutions such as software as a service, infrastructure as a service or platform as a service are included in its response to this RFSA. [Suppliers are requested to certify that all products included in response to this RFSA consists solely of software licenses and related software maintenance and/or support and that no professional services, no hardware, no appliance solutions, no hosted solutions, no cloud-based solutions such as software as a service, infrastructure as a service or platform as a service are included in the Supplier's Arrangement submission and resulting SA.]</p> <p>-</p> <p>Attestation du fournisseur qu'aucun service professionnel, aucun matériel, aucun appareil, aucune solution hébergée, ni aucune solution infonuagique comme logiciel-service, plateforme-service ou infrastructure-service ne sont inclus dans sa réponse à cette DAMA. [Les fournisseurs doivent certifier que tous les produits inclus en réponse à cette DAMA ne sont constitués que de logiciels et de maintenance ou soutien logiciel et qu'aucun service professionnel, aucun matériel, aucun appareil, aucune solution hébergée ni aucune solution infonuagique comme logiciel-service, plateformeservice ou infrastructure-service ne sont inclus dans la soumission du fournisseurs ni dans l'AMA qui en résulte.]</p>	
<p>The Supplier certifies that the ceiling prices proposed are not in excess of the lowest ceiling prices charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.</p> <p>-</p> <p>Le fournisseur atteste que le prix plafond proposé n'est pas supérieur au plus bas prix plafond demandé à tout autre client, y compris au meilleur client du soumissionnaire, pour une qualité et une quantité semblables de biens, de services ou les deux.</p>	

RFSA Number Numéro de la DAMA	EN578-100808/D
Name of Supplier Nom du fournisseur	
Signature of authorized signatory of Supplier Signature du signataire autorisé du fournisseur	
Print Title of authorized signatory of Supplier Titre du signataire autorisé du fournisseur	
Address for authorized signatory of Supplier Adresse du signataire autorisé du fournisseur	
Telephone no. for authorized signatory of Supplier Téléphone du signataire autorisé de fournisseur	
Email for authorized signatory of Supplier Courriel du signataire autorisé de fournisseur	
Signature of authorized signatory of Supplier Signature du signataire autorisé de fournisseur	
Date signed Date de signature	

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ANNEX E - ANNEXE E

SOFTWARE USAGE AND SOFTWARE MAINTENANCE AND SUPPORT - TERMS AND CONDITIONS	UTILISATION DES LOGICIELS ET SERVICES DE MAINTENANCE ET DE SOUTIEN DES LOGICIELS – MODALITÉS
<p>Only terms which are presented in full and directly included in Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions form part of the Supply Arrangement. Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise form no part of the Supply Arrangement unless such terms are presented in full and included at Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions.</p> <p>No terms purporting to abridge or extend the time to commence an action for breach, tort, or other action are of any effect.</p>	<p>Seules les modalités présentées intégralement à l'annexe E, Utilisation des logiciels et services de maintenance et de soutien des logiciels – Modalité, font partie de l'arrangement en matière d'approvisionnement. Les modalités intégrées par renvoi par le truchement d'adresses URL, de fichiers « Lisez-moi » ou d'autres moyens ne font pas partie de l'arrangement en matière d'approvisionnement, à moins qu'elles ne soient inscrites intégralement à l'annexe E, Utilisation des logiciels et services de maintenance et de soutien des logiciels – Modalité.</p> <p>Aucune modalité n'est supposée abrégé ou proroger les délais pour introduire une action pour violation, une action en responsabilité délictuelle, ou d'autres actions de tout type.</p>

Note to Suppliers:	Remarque à l'intention des fournisseurs :
<p>The Supplier must submit Terms and Conditions that apply to the use of the software as well as the software maintenance and/or support. However, if there are any discrepancies between the Supplier's Terms and Conditions and those in the body of the RFSA and Resulting Contract clauses, the Terms and Conditions of the RFSA shall prevail.</p>	<p>Le fournisseur doit proposer des modalités visant l'utilisation ainsi que les services de maintenance et/ou de soutien des logiciels. Cependant, en cas d'incompatibilité entre les modalités du fournisseur et celles de la DAMA et des clauses de marché subséquent, les modalités de la DAMA sont prépondérantes.</p>

Software Usage - Utilisation de logiciels		
The following are the only terms that may be addressed in the Supplier's software usage terms and conditions		
-		
Les conditions et modalités suivantes sont les seuls qui peuvent être abordés dans les modalités d'utilisation des logiciels.		
a)	License type (e.g. Device, User, etc.); (Include definitions of the license types identified in Annex D) le type de licence (p. ex. : dispositif, utilisateur); (comprend les définitions des types de licences précisés à l'annexe D)	PAGE #
b)	Model (e.g. Perpetual, Term, etc.); (Include definitions of the license models identified in Annex D) Le modèle de licence (p. ex. : permanente, abonnement); (comprend les définitions des modèles de licences précisés à l'annexe D)	PAGE #
c)	Metric (how the usage is measured) La mesure (comment l'utilisation est mesurée)	PAGE #
d)	Rights to use Les droits d'utilisation	PAGE #
e)	Limitations of use Les limites d'utilisation	PAGE #
f)	Warranty La garantie	PAGE #

Maintenance and Support - Maintenance et soutien		
The following are the only terms that may be addressed in the Supplier's software maintenance and support terms and conditions		
-		
Les conditions et modalités suivantes sont les seuls qui peuvent être abordés dans les modalités de maintenance et de soutien des logiciels.		
a)	Period during which the Supplier will support the Licensed Software La période durant laquelle le fournisseur offrira du soutien des logiciels sous licence	PAGE #
b)	Hours of support Les heures de soutien	PAGE #
c)	Contact and procedure information for accessing Support Les coordonnées et les renseignements concernant la procédure pour accéder aux services de soutien	PAGE #
d)	Procedures for resolution of problems Les procédures de résolution de problèmes	PAGE #
e)	Response times Les temps de réponse	PAGE #
f)	Procedures on how and when all telephone, fax or email communications will be responded to Les procédures sur la façon et le moment de répondre à toutes les communications par téléphone, télécopieur ou courriel;	PAGE #
g)	Support web site availability to Canada's users (ex: 24 hours a day, 365 days a year, and 99% of the time). La disponibilité du site Web de soutien pour les utilisateurs du Canada (par exemple: jour et nuit, 365 jours par an, 99 % du temps)	PAGE #
h)	Rights of maintenances (ex : corrective measures, major/minor release updates, etc.) Droits de maintenance (par exemple des correctifs, mises à jour majeures/mineures de presse, etc)	PAGE #

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ANNEX F – ANNEXE F

SPECIAL PRICING PROGRAM - PROGRAMME DE PRIX SPÉCIAL

<p>Annex F – Special Pricing Program is to outline terms of special programs offered to Canada as a major Customer of a Manufacturer's products. The Special Pricing Program must not replace or modify the terms in Annex E – Software Usage and Software Maintenance and Support - Terms and Conditions except to grant additional rights or privileges beyond what is outlined in Annex E – Software Usage and Software Maintenance and Support - Terms and Conditions. Notwithstanding Annex F – Special Pricing Program may not be used to include any terms outside what is allowable under the RFSA.</p> <p>If there are any discrepancies between the Special Pricing Program and those in the body of the RFSA and Resulting Contract clauses, the Terms and Conditions of the RFSA shall prevail.</p>	<p>Annexe F – Programme de prix spécial est pour établir les modalités de programmes spécial qui s'appliquent au Canada en tant que principal client des produits d'un fabricant. Le programme de prix spécial ne doit pas remplacer ou modifier les modalités de l'annexe E, Utilisation des logiciels et services de maintenance et de soutien des logiciels – Modalités sauf pour fournir des droits ou privilèges supplémentaires a ce qui a été décrit en de l'annexe E, Utilisation des logiciels et services de maintenance et de soutien des logiciels – Modalités. Nonobstant Annexe F – Programme de prix spécial ne peut pas être utiliser pour inclure des modalités hors de celles permit dans la DAMA.</p> <p>En cas de contradiction, les modalités de l'annexe F, Programme de prix spécial, ont préséance. Cependant, en cas d'incompatibilité entre les modalités du programme de licence du fournisseur et celles de la DAMA et des clauses de marché subséquent, les modalités de la DAMA sont prépondérantes.</p>
<p>Only terms which are presented in full and directly included in Annex F – Special Pricing Program will form part of the Supply Arrangement. Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise form no part of the Supply Arrangement unless such terms are presented in full and included at Annex F – Special Pricing Program.</p>	<p>Seulement ce qui est présentées intégralement à l'annexe F, Programme de prix spécial, font partie de l'arrangement en matière d'approvisionnement. Les modalités intégrées par renvoi par le truchement d'adresses URL, de fichiers « Lisez-moi » ou d'autres moyens ne font pas partie de l'arrangement en matière d'approvisionnement, à moins qu'elles ne soient inscrites intégralement à l'annexe F, Programme de prix spécial.</p>
<p>Note to Suppliers: The Supplier may submit a Special Pricing Program to the Crown as a major client of a Manufacturer's products. For the purpose of programs, the Crown must be treated as a single entity. Department specific programs are not permitted. Examples of programs include enterprise programs and volume based programs.</p>	<p>Note à l'intention des fournisseurs : Le fournisseur peut présenter le programme de prix spécial qui s'appliquent à l'État en tant que principal client des produits d'un fabricant. Aux fins des programmes, l'État doit être traité comme une seule entité. Les programmes propres à un ministère particulier ne sont pas permis. Les exemples de programmes comprennent les programmes d'entreprise, les programmes axés sur le volume et les accords sur le volume d'activités.</p>

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ANNEX G - ANNEXE G

SOURCES OF SUPPLY - SOURCES D'APPROVISIONNEMENT

Refer to the attached file "EN578-100808-D AMD 018 - Annex G Tool - Voir le formulaire à remplir "EN578-100808-D AMD 018 - Annex G Tool - Outil Annexe G.xls"

SUPPLIER - FOURNISSEUR

Supplier Name - Nom du revendeur	Supplier Type (select using drop down menu) - Type de fournisseur (sélection avec menu déroulant)	Address - Adresse	Contact Name - Nom du point de contact	Telephone - Téléphone	Email Address - Adresse de Courriel	URL - URLs

RESELLERS - REVENDEUR

Supplier Name - Nom du revendeur	Reseller Type (select using drop down menu) - Type de revendeur (sélection avec menu déroulant)	Address - Adresse	Contact Name - Nom du point de contact	Telephone - Téléphone	Email Address - Adresse de Courriel	URL - URLs

Supplier confirms that:
Le fournisseur confirme ce qui suit:

1 The entities outlined above have been selected as Resellers of the Supplier for the performance of the Arrangement.
Les entités précitées ont été retenues comme revendeurs du fournisseur pour l'exécution de l'arrangement.

2 The Resellers are aware of the relevant contractual terms and conditions of the Supply Arrangement between the Supplier and Canada and has entered into an agreement with the Supplier on terms that will not be inconsistent with the Arrangement.
Les revendeurs connaissent les modalités contractuelles pertinentes de l'arrangement en matière d'approvisionnement conclu entre le fournisseur et le Canada, et ils ont conclu une entente avec le fournisseur dont les modalités n'entrent pas en conflit avec ledit arrangement.

3 The Resellers are in good standing and there are no reasons of which the Supplier is aware that would prevent the Reseller from performing in a manner that would allow for the satisfactory and timely performance of the Supplier's obligations under the SA.
Les revendeurs sont en règle et le fournisseur ne voit aucune raison qui empêcherait les revendeurs d'exécuter l'arrangement de manière à satisfaire aux obligations du fournisseur dans le cadre de l'AMA de manière satisfaisante et opportune.

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ANNEX H – ANNEXE H

SOFTWARE CATEGORIES & DESCRIPTIONS - CATÉGORIES DE LOGICIELS ET DESCRIPTIONS

Please see the SLSA website at <https://www.tpsgc-pwgsc.gc.ca/app-acq/cral-sarc/lgcl-ctgr-eng.html> for the most current list of Software Categories & Descriptions.

Veillez consulter le site Web de l'AAALL, à <https://www.tpsgc-pwgsc.gc.ca/app-acq/cral-sarc/lgcl-ctgr-fra.html> pour obtenir la liste la plus récente des catégories et des descriptions de logiciels.

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ANNEX I – ANNEXE I

LIST OF APPROVED CLIENT DEPARTMENTS - LISTE DE MINISTERE CLIENTS AUTORISÉS

<p>Please see the SLSA website at https://www.tpsgc-pwgsc.gc.ca/app-acq/cral-sarc/appi-eng.html for the most current list.</p>	<p>Veuillez consulter le site Web de l'AAALL, à l'adresse https://www.tpsgc-pwgsc.gc.ca/app-acq/cral-sarc/appi-fra.html pour obtenir la liste la plus récente.</p>
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ANNEX J - ANNEXE J

SUPPLY ARRANGEMENT QUARTERLY REPORT TEMPLATE - RAPPORT TRIMESTRIELS SUR L'ARRANGEMENT EN MATIÈRE D'APPROVISIONNEMENT

Refer to the attached file "EN578-100808-D AMD 018 - Annex J Quarterly Reports - Annexe J Rapport Trimestriel.xls" Voir le formulaire à remplir "EN578-100808-D AMD 018 - Annex J Quarterly Reports - Annexe J Rapport Trimestriel.xls"

#	Supply Arrangement # # de l'arrangement en matière d'approvisionnement	Report Date (YYYY-MM-DD) Date du rapport (YYYY-MM-DD)	Financial Quarter (select using drop down menu) Trimestre financier (sélection avec menu déroulant)	Contract # # Contrat	Contract Amendment # # du modification du contrat	Contract Award Date Date d'attribution du contrat	Contract Expiry Date Date d'échéance du contrat	Name of Contracting Authority Nom de l'autorité contractante	Name of Authorized Client Department (select using drop down menu) Nom du ministère client autorisé (sélection avec menu déroulant)	End User Department Ministère de l'utilisateur final	Part # # de pièce	Product Name Nom du produit	Quantity Qté	Contract Unit Price Prix unitaire du contrat	Extended Price Prix calculé	
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(P)	(Q)	
1																
2																
3																

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ATTACHMENT 1 TO ANNEX J – PIÈCE JOINTE 1 DE L'ANNEXE J

SUPPLY ARRANGEMENT QUARTERLY REPORT TEMPLATE INSTRUCTIONS	INSTRUCTIONS POUR LE RAPPORT TRIMESTRIELS SUR L'ARRANGEMENT EN MATIÈRE D'APPROVISIONNEMENT
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Instructions (ENGLISH)	Instructions (FRANÇAIS)
Quarterly Reports must be submitted to the Supply Arrangement Authority via email to aaall.slsa@tpsgc-pwgsc.gc.ca by each quarters due date as specified in section 6A.13 Supply Arrangement Reporting.	Les rapports trimestriels doivent être soumis au responsable de l'arrangement en matière d'approvisionnement, par courriel, à aaall.slsa@tpsgc-pwgsc.gc.ca, au plus tard à chaque date d'échéance indiquée par trimestre, dans la section rapports d'arrangement en matière d'approvisionnement 6A.13.
(A) Suppliers are required to report each line item separately	Les fournisseurs doivent présenter chaque élément séparément.
(B) Enter the number of the supply arrangement.	Inscrire le numéro de l'arrangement en matière d'approvisionnement.
(C) Enter the date which the report is prepared	Inscrire la date à laquelle le rapport était préparé
(D) Select the financial quarter from drop down menu.	Sélectionner la trimestre financier du menu déroulant.
(E) The Contract number is unique to each Contract and is listed on page 1 of each Contract	Le numéro de marché est unique et est inscrit sur la première page du marché.
(F) Enter the amendment number of the contract listed on page 1 of the contract for any time an option of the contract has been exercised.	Inscrire le numéro de la modification du contrat dans le cas où il y a eu un modification pour exercer une option.
(F) Enter the date on page one of either the contract or the contract amendment as applicable	Inscrire la date figurant sur la première page du contrat, le cas échéant.
(G) Enter the expiry date on page one of either the contract or the contract amendment as applicable	Inscrire la d'échéance figurant sur la première page du contrat, le cas échéant.
(I) Enter the name of the Contracting Authority (i.e. name of the person who signed the Contract)	Inscrire le nom de l'autorité contractante (c.-à-d., le nom de la personne ayant signé le marché).
(J) Select the name of the authorized client department from Annex I using the drop down menu available in the working copy of this template on BuyandSell.	Sélectionnez le nom du ministère client autorisé de l'Annexe I à l'aide du menu déroulant disponible dans la copie de travail de ce modèle sur AchatsetVentes.
(K) Enter the name of the End User Department the case where the Authorized Client Department is procuring for another department.	Inscrire le nom du ministère de l'utilisateur final dans le cas où le ministère client autorisé faites de l'approvisionnement pour un autre département.
(L) Enter the Manufacturer's Part Number from the Product List and Ceiling Prices	Inscrire le numéro de pièce du fabricant tiré du Catalogue de produits et prix plafond.
(M) Enter the Product Name from the issued contract which corresponds to the Product List and Ceiling Prices	Inscrire le nom du produit tiré du contrat qui parvient du Catalogue de produits et prix plafonds
(N) Enter the quantity of the product	Inscrire la quantité de la produit
(O) Enter the unit price, taxes excluded	Inscrire le prix unitaire, taxes en sus.
(P) Enter the extended price, taxes excluded	Inscrire le prix calculé, taxes en sus.
(Q) Enter the Reseller assigned to fulfill the contract, if applicable	Inscrire le nom du revendeur désigné pour exécuter le contrat, s'il y a lieu.

ANNEX K

**SOFTWARE LICENSING SUPPLY ARRANGEMENT
BID SOLICITATION TEMPLATE**

**Bid Solicitation
Under Software Licensing Supply Arrangement**

Bid Solicitation No.	[enter #]
Closing Date: 2:00 p.m.	[enter date and time zone]
Return Bids to:	[enter location]
Required Delivery Date of Initial Deliverables:	[enter date]

1. Software Licensing Supply Arrangement Requirement

This Bid Solicitation is issued against the Software Licensing Supply Arrangement (the "SA") PWGSC file number #EN578-100808/D. All terms and conditions of the SA apply to and form part of this Bid Solicitation and any Resulting Contract.

2. Requirement

The Contractor agrees to supply to the Client the goods described in the Resulting Contract, including the Statement of Requirements, in accordance with, and at the prices set out in, the Resulting Contract. This includes:

[(Detail as applicable)]

- (i) granting the license(s) to use the Licensed Software, as described in the Contract, meeting all the requirements of the Statement of Requirements ;
- (ii) granting the option, as described in the Contract, to acquire additional licenses to use the Licensed Software;
- (iii) providing maintenance and support for the Licensed Software, as described in the Contract, during the Software Maintenance and Support Period; and
- (iv) granting the option, as described in the Contract, to extend the Software Maintenance and Support Period]

3. Summary

[Initial scope of the requirement (e.g. number of users, devices, locations, as applicable) as well as potential growth to address the complete requirement and the type of license model required.

4. Bid Solicitation

Canada requests that the Suppliers and Class 1 Resellers review and respond, in accordance with Part 6 Section B of the SA, with its best and final offer regarding the particular requirement described herein.

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[For requirements estimated at **\$1,000,000 and above**, Applicable Taxes included, the following must be inserted: The bidder must submit a completed annex Federal Contractors Program for Employment Equity - Certification as described in 6B.1(d) of the SA].

5. Bid Preparation

In addition to the number of copies required in Section 6B.10 Bid Solicitation - Submission of Bid Response - Instructions, Canada requests that bidders provide additional copies of their bid as follows:

Section I: Technical Bid ([Insert number of copies] hard copy(ies) and [Insert number of copies] soft copy(ies) on CD, DVD or USB)

Section II: Financial Bid ([Insert number of copies] hard copy(ies) and [Insert number of copies] soft copy(ies) on CD, DVD or USB)

6. Enquiries

All enquiries must be submitted in writing to the Contracting Authority no later than [Insert number of calendar days] calendar days before the bid closing date. Enquiries received after that time may not be answered.

7. Evaluation and Contractor Selection Methodology

Canada will select the successful bidder based the following method as described in 6B.7 of the SA:

[select one methodology]

- (i) Lowest priced compliant bid; or
- (ii) Lowest Price Per Point; or
- (iii) Highest Combined Rating of Technical Merit and Price (60% technical and 40% Price).

8. Inspection and Acceptance

All deliverables rendered under the Resulting Contract of this bid solicitation are subject to inspection by the Technical Authority or representative. Should any deliverable not be in accordance with the requirements of the Statement of Requirements and to the satisfaction of the Technical Authority, as submitted, the Technical Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

[Further acceptance test procedures may be detailed as the Crown deems necessary]

9. Contracting Authority

Name:
Title:
Department:
Directorate:
Address:
Telephone:
E-Mail:

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10. Security Provisions (if applicable)

[Security provisions per the SRCL, if applicable, shall be detailed in the bid solicitation here. In such a case, a copy of the completed Annex C - Security Requirements Checklist will be attached to the bid solicitation]

11. Software Publisher Authorization

If the bidder is not the Software Publisher of the products included in the proposal, and if the products are not Open Source Software Products, the bidder must provide a letter from the Software Publisher certifying that the Software Publisher understands and acknowledges that the bidder has submitted a proposal in response to this bid solicitation and agrees to grant all licenses to be acquired under this bid solicitation in accordance with the Statement of Requirements and resulting Contract's terms and conditions. If this required certification is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement.

12. Statement of Requirement:

[The Statement of Requirement, as described in 6B.6 of the SA, shall be detailed here]

13. [Further terms and conditions may be added as the Crown deems necessary.]

14. Pricing Tables

[The Pricing Tables, as described in 6B.7(c) of the SA, shall be detailed here. Sample tables are provided below.]

Table 1 - List of Initial Software Deliverables						
Item No.	Manufacturer's Product Name (Per SLSA Catalogue, herein referred to as the Licensed Software)	Manufacturer's Part No. (Per SLSA Catalogue)	Media Type (Internet Download, unless otherwise specified)	Qty (Unit of measure)	Unit Price (CAD)	Extended Price (CAD)
1						
2						
...						
TOTAL CAD :						

Table 2 - List of Initial Software Maintenance and/or Support						
Item No.	Manufacturer's Product Name (Per SLSA Catalogue)	Manufacturer's Part No. (Per SLSA Catalogue)	Period (Software Maintenance, Support, subscription or other Period, if applicable)	Qty (Unit of measure)	Unit Price (CAD)	Extended Price (CAD)
1						
2						
...						

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TOTAL CAD :	
--------------------	--

Table 3 - List of Optional Software Deliverables (if applicable)						
Item No.	Manufacturer's Product Name (Per SLSA Catalogue, herein referred to as the Licensed Software)	Manufacturer's Part No. (Per SLSA Catalogue)	Media Type (Internet Download, unless otherwise specified)	Up to Qty (Unit of measure)	Unit Price (CAD)	Extended Price (CAD)
1						
2						
...						
TOTAL (CAD):						

Table 4 - List of Optional Software Maintenance and/or Support (if applicable)						
Item No.	Manufacturer's Product Name (Per SLSA Catalogue)	Manufacturer's Part No. (Per SLSA Catalogue)	Period (Software Maintenance, Support, subscription or other Period, if applicable)	Up to Qty (Unit of measure)	Unit Price (CAD)	Extended Price (CAD)
1						
2						
...						
TOTAL (CAD):						

Table 5 - Total Bid Price		
Item No.		Price (CAD)
1	Total (CAD) of Initial Software Deliverables	
2	Total (CAD) of Initial Software Maintenance and/or Support	
3	Total (CAD) of Optional Software Deliverables (if applicable)	
4	Total (CAD) of Optional Software Maintenance and/or Support (if applicable)	
TOTAL BID PRICE (CAD):		\$0.00

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ANNEX L – ANNEXE L

SOFTWARE LICENSING SUPPLY RRANGEMENT REQUEST FOR QUOTE (RFQ) TEMPLATE	MODÈLE DE DEMANDE DE PRIX POUR UN ARRANGEMENT EN MATIÈRE D'APPROVISIONNEMENT CONCERNANT LES LICENCES DE LOGICIELS
--	--

Contracting Authority - Autorité contractante	
Name: Nom:	
Department: Ministère:	
Address: Adresse:	
Phone: Téléhone:	
E-mail: Courriel:	

Date: Date:	[enter date]/[inscrire la date d'émission]	
To: Destinaire:	Suppliers and Resellers of : Fournisseurs et revendeurs de :	[enter Manufacturer's Products]/[inscrire les produits du fabricant]

RFQ Requisition No. N° de la demande de prix	[enter requisition #]/[inscrire le n° de demande]	
Closing Date and time: Date de clôture et l'heure:	[enter closing date and time (e.g. 2:00pm);] / [inscrire la date et l'heure de clôture (par exemple 14h)]	
Bid Submission Details		Détails de la soumission
As per section 6B.4 of the RFSA Bids must include: <ul style="list-style-type: none"> The Supplier's SA number; A Unit Price for each of the Software Publisher's part numbers and product names. <i>The Software Publisher's part number and product name must be identical to those listed in the issued RFQ and must be contained in the Supplier's Annex D – Product List and Ceiling Prices at the time of the RFQ's closing date;</i> Prices must be in Canadian dollars; Prices must be Goods and Services Tax or the Harmonized Sales Tax exclusive, FOB destination, Canadian customs duties and excise taxes included A firm price initial requirement that does not exceed the applicable ceiling prices in the Supplier's SA at the RFQ closing date; and Ceiling prices for any irrevocable options or for any additional maintenance and/or support periods. 		En vertu de la section 6B.4 de la DAMA, les soumissions doivent inclure: <ul style="list-style-type: none"> Le numéro d'AMA du fournisseur; Un prix unitaire pour chaque numéro de pièce et nom de produit de l'éditeur de logiciel. <i>Le numéro de pièce et le nom de produit de l'éditeur doivent être identiques à ceux qui sont énumérés dans la demande de prix émise, et doivent figurer à l'annexe D, Catalogue de produits et prix plafonds, du fournisseur à la date de clôture de la demande de prix;</i> Les prix ne doivent pas inclure la taxe sur les produits et les services ou la taxe de vente harmonisée, mais la destination FAB, les droits de douane et les droits d'accise canadiens sont inclus. Un prix ferme pour le besoin initial, lequel n'excède pas les prix plafonds applicables indiqués dans l'AMA du fournisseur à la date de clôture de la demande de prix; Les prix plafonds pour toutes les options irrévocables ou les périodes supplémentaires pendant lesquelles des services de maintenance et de soutien seront offerts.
Delivery Location(s): Lieux de livraison:	[enter location(s)]/[inscrire le ou les lieux de livraison]	
Required Delivery Date of Initial Deliverables: Date de livraison des livrables initiaux:	[enter date]/ [inscrire la date]	

1. Software Licensing Supply Arrangement Requirement - Arrangement en matière d'approvisionnement concernant les licences de logiciels

<p>This Request for Quote is issued against the Supply Arrangement (the "SA") number(s) [Insert SA number or numbers if multiple Suppliers (SAs) offer the product(s)]. All terms and conditions of the SA apply to and form part of Request for Quote and any Resulting Contract.</p>	<p>La présente demande de prix est émise dans le cadre de l'arrangement en matière d'approvisionnement (l'AMA) dont le numéro est le [Inscrire le numéro de l'AAALL ou les numéros si plusieurs fournisseurs (AMA) offrent les produits]. Toutes les modalités de l'AMA s'appliquent et font partie de la demande de prix et de tout marché subséquent.</p>
--	---

2. Summary - Sommaire

<p>[Enter department] (the "Client") has a requirement for the supply and delivery of the products identified in Table 1 - Initial Deliverables. [There is also an option for purchase of the additional Products and/or maintenance and support specified under Table 2 - Optional Deliverables.]</p>	<p>[Inscrire le ministère] (le « client ») désire obtenir la fourniture des produits précisés au tableau 1, Liste des livrables initiaux. [Il y a également une option pour l'achat de produits supplémentaires et des services de maintenance et de soutien précisés au tableau 2, Liste des livrables optionnels.]</p>
--	--

3. Request for Quotation - Demande de prix

<p>Canada requests that the Suppliers and Class 1 Resellers review and respond, in accordance with Part 6 Section B of the SA, with their best and final offer regarding the particular requirement described in the tables herein. Canada requests that the prices reflect the savings associated with the purchase of the volumes described herein.</p>	<p>Le Canada demande aux fournisseurs et aux revendeurs de catégorie 1 de présenter, conformément à la partie 6B de l'AMA, leur prix global le plus bas pour le besoin décrit dans les tableaux des présentes. Le Canada demande que les prix tiennent compte des économies liées à l'achat des volumes décrits aux présentes.</p>
<p>[For requirements estimated at \$1,000,000 and above, Applicable Taxes included, the following must be inserted: The bidder must submit a completed annex <u>Federal Contractors Program for Employment Equity - Certification</u> as described in 6B.1(d) of the SA].</p>	<p>[Pour les besoins estimés à 1 000 000 \$ et plus (taxes applicables incluses), insérer le texte suivant : Canada exigera le soumissionnaire de remplir et de soumettre l'annexe <u>Programme de contrats fédéraux pour l'équité en matière d'emploi - Attestation</u>, telles que décrites à l'article 6B.1(d) de l'AMA].</p>

4. Security Provisions (if applicable) - Dispositions en matière de sécurité (s'il y a lieu)

<p>[Security provisions per the SRCL, if applicable, shall be detailed in the RFQ here.]</p>	<p>[Les dispositions en matière de sécurité établies selon la LVERS, le cas échéant, doivent être décrites ici en détail dans la demande de prix.]</p>
--	--

5. Initial Deliverables - Livrables initiaux

Table 1 - List of Initial Deliverables | Tableau 1 - Liste des livrables initiaux

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Item No. - N° d'article	Manufacturer's Product Name (Per SLSA Catalogue) - Nom de produit du fabricant (conformément au catalogue AAALL)	Manufacturer's Part No. (Per SLSA Catalogue) - N° de pièce du fabricant (conformément au catalogue AAALL)	Media Type (Internet Download, unless otherwise specified) - Type de support d'information (téléchargement par Internet, sauf indication contraire)	Period (Software Maintenance, Support, subscription or other Period, if applicable) - Période (maintenance, soutien et abonnement du logiciel et autre période, s'il y a lieu)	Qty (Unit of measure) - Qté (unité de mesure)	Unit Price (CAD) - Prix unitaire (CAD)	Extended Price (CAD) - Prix calculé (CAD)
1							
2							
...							
TOTAL (CAD) :							

6. Optional Deliverables (if applicable) - Livrables optionnels (s'il y a lieu)

Table 2 - List of Optional Deliverables - Tableau 2 – Liste des livrables optionnels							
Item No. - N° d'article	Manufacturer's Product Name (Per SLSA Catalogue) - Nom de produit du fabricant (catalogue AAALL)	Manufacturer's Part No. (Per SLSA Catalogue) - N° de pièce du fabricant (catalogue AAALL)	Period (Software Maintenance, Support, subscription or other Period, if applicable) - Période (maintenance, soutien et abonnement du logiciel et autre période, s'il y a lieu)	Qty (Unit of measure) - Qté (unité de mesure)	Ceiling Unit Price (CAD) - Prix plafond unitaire (CAD)	Extended Price (CAD) - Prix calculé (CAD)	
1							
2							
...							
TOTAL (CAD):							

7. Total Bid Price – Prix total de la soumission

Bidder Name: Nom du soumissionnaire:	
SA Number: Numéro d'AMA:	EN578-100808/###

Table 3 - Total Bid Price		
Item No.		Price
1	Total (CAD) of Initial Deliverables Total (\$CAN) des livrables initiaux	
2	Total (CAD) of Optional Deliverables (if applicable) Total (CAD) des livrables optionnels (s'il y a lieu)	
TOTAL BID PRICE (CAD): PRIX TOTAL DE LA SOUMISSION (CAD):		

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ANNEX M – ANNEXE M
FORMS – FORMULAIRES

Form 1 – Arrangement Submission Form | Formulaire 1 – Formulaire de presentation des arrangements.....M2
Form 2 – Software Publisher Form | Formulaire 2 – Formulaire de l'éditeur de logicielsM4
Form 3 - Open Source Product(s) Certification Form | Formulaire 3 – Formulaire d'attestation de logiciels libres .M6
Form 4 - Certification Requirements for PSAB | Formulaire 4 - Attestation aux fins du SAEA.....M7

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Form 1 – Formulaire 1

Arrangement Submission Form – Formulaire de présentation des arrangement

Supplier's full legal name - Dénomination sociale du fournisseur			
Authorized Representative of Supplier for evaluation purposes (e.g., clarifications) - Représentant autorisé du fournisseur aux fins de l'évaluation (p. ex., pour des précisions)	Name Nom		
	Title Titre		
	Address Adresse		
	Telephone # Téléphone		
	Email Courriel		
Procurement Business Number (PBN) - Numéro d'entreprise-approvisionnement (NEA)			
List of the Board of Directors Members - Liste des membres du conseil d'administration	Name - Nom	Title - Titre	
Jurisdiction of Contract As per 2.5 Applicable Laws - Compétence juridique relative au marché Tel que 2.5 Lois Applicables		Province (Select) – Province (Sélectionner) ON (Default - Défaut)	
Security Clearance Level of Supplier and its Resellers [include both the level and the date it was granted.] - Niveau d'attestation de sécurité du fournisseur et de ses revendeurs [indiquer le niveau et la date d'attribution]			
Aboriginal Businesses [Suppliers are requested to indicated if they meet the requirements as outlined in Set-Asides Program for Aboriginal Businesses (SPAB).] - Entreprises autochtones (Les fournisseurs doivent indiquer s'ils répondent aux exigences précisées dans le Programme de marchés réservés aux entreprises autochtones (PMREA))		Select - Sélectionner	
Canadian Enterprise [Suppliers are requested to indicated if they are Canadian Suppliers.] - Entreprise canadienne [Les fournisseurs doivent indiquer s'ils sont canadiens.]		Select - Sélectionner	
Canadian Small and Medium Enterprises (CSME) [Canadian Suppliers are requested to indicated if they meet the definition of a Canadian Small and Medium Enterprise - Petites et moyennes entreprises canadiennes (CPME) (Les fournisseurs doivent indiquer s'ils répondent à la définition d'une petite et moyenne entreprise canadienne.		Employees - Employées	
		Select - Sélectionner	

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<p>Green Procurement [Suppliers must commit to providing delivery of all goods in an environmentally friendly manner.] -</p> <p>Approvisionnement écologique [Les fournisseurs doivent s'engager à fournir des produits qui respectent l'environnement.]</p>	
<p>Green Company [Suppliers are requested to identify if their facilities operate with an Environmental Management System (EMS) certified by a qualified registrar as complying with the ISO 14001 standard.] -</p> <p>Entreprise écologique [Les fournisseurs doivent indiquer si leurs installations fonctionnent à l'aide d'un système de gestion de l'environnement (SEG) qui a été certifié conforme à la norme internationale ISO 14001.]</p>	Select - Sélectionner
<p>On behalf of the Supplier, by signing below, I confirm that I have read the entire Request for Supply Arrangement including the documents incorporated by reference and I certify that:</p> <ol style="list-style-type: none">1. The Supplier considers itself and its products able to meet all the mandatory requirements described in the RFSA;2. All the information provided in response to the RFSA is complete, true and accurate; and3. If the Supplier enters into an Arrangement with Canada and if it is awarded Contracts, it will accept all the terms and conditions set out in the resulting Contract clauses included in Part 6C of the RFSA.	<p>En apposant ma signature ci-dessous, je confirme, au nom du fournisseur, que j'ai lu la demande d'arrangement en matière d'approvisionnement en entier, y compris les documents qui y sont incorporés par renvoi, et j'atteste que :</p> <ol style="list-style-type: none">1. le soumissionnaire considère qu'il a les compétences et que ses produits sont en mesure de satisfaire aux exigences obligatoires décrites dans la DAMA;2. tous les renseignements fournis en réponse à la DAMA sont complets, véridiques et exacts;3. si le fournisseur conclut un arrangement avec le Canada et qu'il se voit attribuer des marchés, il se conformera à toutes les modalités énoncées dans les clauses du marché subséquent et comprises dans la partie 6C de la DAMA.
<p>Signature of Authorized Representative of Supplier -</p> <p>Signature du représentant autorisé du fournisseur</p>	

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Form 2 - Formulaire 2

Software Publisher Form - Formulaire de l'éditeur de logiciels

Licensing Entities' proprietary products - Les produits exclusifs faisant l'objet d'une licence

Publisher Authorization – Autorisation de l'éditeur de logiciels

Name of Supplier Nom du fournisseur	
--	--

<p>This confirms that the Software Publisher identified below understands and acknowledges that the Supplier named below has submitted a arrangement in response to the Request for Supply Arrangement reference number EN578-100808/D issued by PWGSC. The Software Publisher hereby confirms that:</p> <p>i. The Supplier named below is authorized to supply the Software Publisher's products, listed above or attached, through its SA;</p> <p>ii. The Software Publisher agrees to grant all licenses to be acquired under the SA in accordance with the resulting Contract's terms and conditions set out in the SA; and</p> <p>iii. The Supplier may appoint, as it deems fit, Resellers to fulfill the obligations of the SA</p>	<p>Ce formulaire vise à confirmer que l'éditeur de logiciels nommé ci-dessous comprend et atteste que nommé ci-dessus a présenté un arrangement en réponse à la demande d'arrangement en matière d'approvisionnement numéro de référence EN578-100808/D émise par TPSGC. L'éditeur de logiciels confirme par la présente que :</p> <p>i. le fournisseur nommé ci-dessous est autorisé à fournir les produits de l'éditeur de logiciels décrits ci-dessus ou joints aux présentes, par l'entremise de son AMA;</p> <p>ii. l'éditeur de logiciels accepte d'accorder toutes les licences qui doivent être acquises dans le cadre de l'AMA, conformément aux modalités du marché subséquent établies dans l'AMA;</p> <p>iii. (iii) le fournisseur peut, à sa discrétion, nommer des revendeurs pour remplir les obligations de l'AMA.</p>
---	--

<p>The Software Publisher acknowledges that the reseller has proposed to the Crown, in response to the RFSA, the following Software and other proprietary products of the Corporation.</p>	<p>L'éditeur de logiciels reconnaît que le revendeur a proposé à l'État les logiciels et les autres produits exclusifs de l'entreprise suivants en réponse à la DAMA.</p>
--	---

<p>In the event where the Software Publisher will be the Supplier the Name of Supplier above must be the name of the Software Publisher.</p>	<p>Dans le cas où l'éditeur de logiciels sera le fournisseur le nom du fournisseur ci-dessus doit être le nom de l'éditeur de logiciels.</p>
---	---

Publisher Certification – L'éditeur comme fournisseur attestation

<p>The Software Publisher certifies that it has all the rights necessary to license the above-listed software products in accordance with the terms and conditions of the SA to Canada</p>	<p>L'éditeur des logiciels atteste qu'il a les droits requis pour accorder les licences de tous les produits logiciels ci-dessus conformément aux modalités de l'AMA au Canada :</p>
--	--

RFSA Number/ Numéro de la DAMA	EN578-100808/D
Name of Software Publisher (SP)	

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Nom de l'éditeur de logiciels (EL)	
Print Name of authorized signatory of SP Nom du signataire autorisé de l'EL	
Print Title of authorized signatory of SP Titre du signataire autorisé de l'EL	
Address for authorized signatory of SP Adresse du signataire autorisé de l'EL	
Telephone no. for authorized signatory of SP Téléphone du signataire autorisé de l'EL	
Email for authorized signatory of SP Courriel du signataire autorisé de l'EL	
Signature of authorized signatory of SP Signature du signataire autorisé de l'EL	
Date signed Date de signature	

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Form 3 - Formulaire 3

Open Source Product(s) Certification Form - Formulaire d'attestation de logiciels libres

<input type="checkbox"/>	The submission does not include Non-proprietary software (Open Source Software) Cet soumission n'inclus aucune logiciels non exclusifs (logiciels libres)
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The Supplier certifies that all the following software products are non-proprietary software (Open Source Software) and that the licenses there from allow for the redistribution of the software under the terms and conditions of the resulting Contract under the Supply Arrangement.	Le fournisseur atteste que tous les logiciels sont non exclusifs (logiciels libres) et que leurs licences permettent la redistribution des logiciels conformément aux modalités du contrat subséquent en vertu de l'arrangement en matière d'approvisionnement.
--	---

Non-proprietary software (Open Source Software) - Logiciels non exclusifs (logiciels libres)

RFSA Number Numéro de la DAMA	EN578-100808/D
Name of Supplier Nom du fournisseur	
Signature of authorized signatory of Supplier Signature du signataire autorisé du fournisseur	
Print Title of authorized signatory of Supplier Titre du signataire autorisé du fournisseur	
Address for authorized signatory of Supplier Adresse du signataire autorisé du fournisseur	
Telephone no. for authorized signatory of Supplier Téléphone du signataire autorisé de fournisseur	
Email for authorized signatory of Supplier Courriel du signataire autorisé de fournisseur	
Signature of authorized signatory of Supplier Signature du signataire autorisé de fournisseur	
Date signed Date de signature	

Form 4 - Formulaire 4

Certification Requirements for PSAB - Attestation aux fins du SAEA

For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see Annex 9.4 , of the <i>Supply Manual</i> .	Pour de plus amples renseignements concernant les exigences requises des entreprises autochtones conformément au Programme de marchés réservés aux entreprises autochtones, consulter l'Annexe 9.4 , du <i>Guide des approvisionnements</i> .
---	---

<input type="checkbox"/>	The Supplier is not an Aboriginal Business Le fournisseur n'est pas une entreprise autochtones.
--------------------------	--

1.	The Supplier:	Le fournisseur:
i.	certifies that it meets, and will continue to meet throughout the duration of the Arrangement, the requirements described in the above-mentioned annex.	atteste qu'il respecte et continuera de respecter durant toute la durée de l'arrangement, les exigences décrites à l'annexe ci-haut mentionnée.
ii.	(agrees that any subcontractor it engages under the Arrangement must satisfy the requirements described in the above-mentioned annex.	convient que tout sous-traitant engagé par lui aux fins du présent arrangement doit respecter les exigences décrites à l'annexe ci-haut mentionnée.
iii.	agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.	convient de fournir immédiatement au Canada, sur demande, toute preuve attestant de la conformité de quelque sous-traitant que ce soit avec les exigences décrites à l'annexe ci-haut mentionnée

2.	The Supplier must check one applicable box below: Le fournisseur doit cocher la case applicable suivante :	
<input type="checkbox"/>	The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization. Le fournisseur est une entreprise autochtone à propriétaire unique, une bande, une société à responsabilité limitée, une coopérative, une société de personnes ou un organisme sans but lucratif.	
<input type="checkbox"/>	The Supplier is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business. Le fournisseur est une coentreprise comprenant deux ou plus de deux entreprises autochtones ou une coentreprise entre une entreprise autochtone et une entreprise non autochtone.	

3.	The Supplier must check one applicable box below: Le fournisseur doit cocher la case applicable suivante :	
<input type="checkbox"/>	The Aboriginal business has fewer than six full-time employees. L'entreprise autochtone compte moins de six employés à temps plein.	
<input type="checkbox"/>	The Aboriginal business has six or more full-time employees. L'entreprise autochtone compte six employés ou plus à temps plein.	

4.	The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the	À la demande du Canada, le fournisseur doit présenter tout renseignement et toute preuve justifiant la présente attestation. Le fournisseur doit s'assurer que cette preuve soit disponible pour examen par un représentant du Canada durant les heures normales de travail, lequel représentant du Canada pourra tirer
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Arrangement No. - N° de l'arrangement
EN578-100808/D
Client Ref. No. - N° de réf. du client
EN578-100808/

Amd. No. - N° de la modif
018
File No. - N° du dossier
015eeEN578-100808

Buyer ID - Id de l'acheteur
015ee
CCC No./N° CCC - FMS No./N° VME

evidence. The Supplier must provide all reasonably required facilities for any audits.	des copies ou des extraits de cette preuve. Le fournisseur fournira toutes les installations nécessaires à ces vérifications.
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5.

By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.	En déposant un arrangement, le fournisseur atteste que l'information fournie par le fournisseur pour répondre aux exigences plus haut est exacte et complète.
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RFSA Number Numéro de la DAMA	EN578-100808/D
Name of Supplier Nom du fournisseur	
Signature of authorized signatory of Supplier Signature du signataire autorisé du fournisseur	
Print Title of authorized signatory of Supplier Titre du signataire autorisé du fournisseur	
Address for authorized signatory of Supplier Adresse du signataire autorisé du fournisseur	
Telephone no. for authorized signatory of Supplier Téléphone du signataire autorisé de fournisseur	
Email for authorized signatory of Supplier Courriel du signataire autorisé de fournisseur	
Signature of authorized signatory of Supplier Signature du signataire autorisé de fournisseur	
Date signed Date de signature	