# REQUEST FOR PROPOSAL

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

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

**Comments - Commentaires**

---

<table>
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<th>Title - Sujet</th>
<th>RELATIONAL DATABASE MANAGEMENT SYST</th>
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<td>Time Zone</td>
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<tr>
<td>Address Enquiries to: - Adresser toutes questions à:</td>
<td>Mathieu-Monger(041), Gabriele</td>
</tr>
<tr>
<td>Telephone No. - N° de téléphone</td>
<td>(819) 956-9136 ( )</td>
</tr>
<tr>
<td>F.A.B.</td>
<td>F.A.B.</td>
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<tr>
<td>Delivery Offered - Livraison proposée</td>
<td>Delivery Required - Livraison exigée</td>
</tr>
</tbody>
</table>

**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

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Signature**

---

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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

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Telephone No. - N° de téléphone**

(819) 956-9136 ( )

**Facsimile No. - N° de télécopieur**

(819) 953-3703

**Name and title of person authorized to sign on behalf of Vendor/Firm**

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (type or print)

**Signature**

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BID SOLICITATION

RELATIONAL DATABASE MANAGEMENT SYSTEM (RDBMS) SOLUTION

FOR PUBLIC WORKS AND GOVERNMENT SERVICES CANADA
BID SOLICITATION

RELATIONAL DATABASE MANAGEMENT SYSTEM (RDBMS) SOLUTION

FOR PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

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Form 4 - Software Publisher Certification Form
Form 5 - Software Publisher Authorization Form
Form 6 - Federal Contractors Program for Employment Equity - Certification
BID SOLICITATION

RELATIONAL DATABASE MANAGEMENT SYSTEM (RDBMS) SOLUTION

FOR

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

1.2 Summary

(a) This bid solicitation is being issued to satisfy the requirement of Public Works and Government Services Canada (PWGSC), for a commercial-off-the-shelf (COTS) Relational Database Management System (RDBMS) Solution. The RDBMS Solution is required to support the operations of GCDOCS, the Government of Canada’s Electronic Documents and Records Management Solution (EDRMS). GCDOCS is comprised of Open Text Content Server.

(b) PWGSC is the Initial Client that will use the RDBMS solution (the "Software Solution"). However, this bid solicitation will also allow Canada to make the Software Solution available to any department or Crown corporation (as those terms are defined in the Financial Administration Act) or any other party for which the Department of Public Works and
Government Services is authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client"). Although Canada may make the Software Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.

(c) Any resulting contract may be used by any Client. A summary of anticipated usage by Clients is provided below:

(i) PWGSC will use the RDBMS Solution in support of GCDOCS, both internally and as part of a client service offering to other Clients;

(ii) All other Clients may use the RDBMS Solution in support of GCDOCS; and

(iii) PWGSC may also use the RDBMS Solution to satisfy its current and future requirements for database management system(s) to support other PWGSC applications and business areas, internally and to support delivery of PWGSC’s other client service offerings and PWGSC common services.

(d) The bid solicitation is intended to result in the award of a contract for a 1 year period, plus 5 one-year irrevocable option(s) allowing Canada to extend the term of the contract, at the prices set out in Annex B - Pricing Table. The resulting contract will also provide pricing stability in regard to the continuation of the software maintenance and support services beyond the expiration of this Contract.

(e) Canada intends to purchase an initial quantity of 10,000 User Licenses at Contract Award plus one year of software maintenance and support services.

(f) Canada estimates that there are approximately 350,000 potential Users, however, the actual requirement may vary, as it will be partly dependant on the roll out of GCDOCS.

(g) All parts of the Software Solution must be available to the Client Users 24 hours a day, 7 days a week, 365 days a year, in English and French, and operate at all times in accordance with the Statement of Requirements in the Client's operational environment described in the bid solicitation.

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

(i) Bidders may be requested to provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 or 2004, whichever is applicable to this bid solicitation. Bidders are requested to include this information in the Bid Submission Form.

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

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.
PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions


(b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

(c) The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

(d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

   (i) Delete: sixty (60) days

   (ii) Insert: one hundred and twenty (120) days

2.2 Submission of Bids

(a) Bids must be submitted only to Public Works and Government Services Canada PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

(b) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

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

(b) Definitions

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

   (i) an individual;

   (ii) an individual who has incorporated;

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

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

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

(c) Former Public Servant in Receipt of a Pension

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

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

(i) name of former public servant;

(ii) date of termination of employment or retirement from the Public Service.

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

(d) Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

(i) name of former public servant;

(ii) conditions of the lump sum payment incentive;

(iii) date of termination of employment;

(iv) amount of lump sum payment;

(v) rate of pay on which lump sum payment is based;

(vi) period of lump sum payment including start date, end date and number of weeks;

(vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.
For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is $5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

(a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

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

2.6 Improvement of Requirement During Solicitation Period

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

2.7 Volumetric Data

(a) The Government of Canada server data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada’s future usage of the RDBMS solution will be consistent with this data. It is provided purely for information purposes.
### Figure 1 - Estimated Number of Servers

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### Figure 2 - Estimated Sizing (Very Small, Small & Medium)

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<tr>
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<td>Windows Server 2012 or RHEL 6.4</td>
<td>Windows Server 2012 or RHEL 6.4</td>
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<td>Address Space</td>
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<td>64-bit</td>
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<td>Database storage</td>
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<td>Virtual Memory</td>
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<td>18%</td>
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<td>2GHz Opteron or Xeon</td>
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</table>

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### Figure 3 - Estimated Sizing (Large and Very Large)

<table>
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<tr>
<th></th>
<th>LARGE (up to 20000 Users)</th>
<th>VERY LARGE (up to 40000 Users)</th>
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<td>Windows Server 2012 or RHEL 6.4</td>
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<td>64-bit</td>
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</tr>
<tr>
<td><strong>System Architecture</strong></td>
<td>AMD64, or Intel EM64T</td>
<td>AMD64, or Intel EM64T</td>
</tr>
<tr>
<td></td>
<td>2GHz Opteron or Xeon</td>
<td>2GHz Opteron or Xeon</td>
</tr>
</tbody>
</table>
PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

(i) Section I: Technical Bid, 2 hard copies and 2 soft copies on USB flash drive.
(ii) Section II: Financial Bid, 2 hard copies and 2 soft copies on USB flash drive.
(iii) Section III: Certifications, 2 hard copies.
(iv) provide the soft copies of the Technical and Financial bids on separate USB flash drives for a total of 4 USB flash drives.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

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

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

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

(d) Submission of Multiple Bids from a Bidding Group:

(i) One bidding group may participate in the submission of:
(ii) one bid from any member of the bidding group on its own and one bid from any member of the bidding group submitted in a joint venture that includes at least one party that is not related to any of the members of the bidding group;
(iii) two bids submitted in joint venture, each of which contains one or more members of the bidding group, where at least one of the joint ventures includes...
at least one party that is not related to any of the members of the bidding group; or

(iv) two bids, each of which is from a different member of the bidding group on its own.

(v) The submission of any bids from one or more members of the same bidding group, except as set out in (i), is not permitted in response to this bid solicitation. If the members of a bidding group participate in additional bids, Canada will choose in its discretion which bids to consider. If the members of a bidding group choose to participate in two bids, each bid must be a physically separate document, clearly marked as a separate bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid must be complete.

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

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

(viii) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;

(ix) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

(x) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

(e) Joint Venture Experience:

Where the Bidder is a joint venture and has existing experience as that joint venture where the members of the joint venture that obtained the experience are identical to those forming the Bidder, it may submit the experience that it has obtained as that joint venture.

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

Example 1: A bidder is a joint venture consisting of members X, Y and Z. If a bid solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot include that each of members X, Y and Z
has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

Example 2: A bidder is a joint venture consisting of members L and M. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and M), the bidder has previously done this work. This bidder can use this experience to meet the requirement (even if neither L nor M has met this experience requirement on its own). If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

Example 3: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

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

That show in total 100 billable days. However, for this single requirement to satisfy the 100 billable days requirement, the bidder cannot submit contracts signed by A, B and C in joint venture, or pool all together contracts signed by any of the following: A, B alone, or the joint venture AB. Such a response would be declared non-responsive.

3.2 Section I: Technical Bid

(a) In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how their proposed Software Solution will meet these requirements. Bidders must demonstrate their proposed Software Solution’s capability in a thorough, concise and clear manner for carrying out the Work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated.

(b) Simply repeating the statement contained in the bid solicitation is not sufficient.

(c) In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

(d) The technical bid consists of the following:

(i) Bid Submission Form: Bidders are requested to include Form 1 - Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do make the correction.

(ii) Substantiation of Technical Compliance Form: The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex A - Statement of Requirements identified in Form 2 - Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form
is not required to address any parts of this bid solicitation not referenced in the form. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference to additional Substantiating Materials included in Bid" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

(iii) **List of Proposed Software**: The Bidder must include a complete list identifying both the name and the version number of each component of the Software Solution required for the proposed Software Solution. Bidders are requested to use Form 3 – List of Proposed Licensed Software as the format for providing the list.

(e) Bidders must be aware that any reference to a URL that requires Canada to download information from an Internet site to validate any of the mandatory requirements will not be accepted and the information will not be considered to determine if the requirement has been met.

3.3 **Section II: Financial Bid**

(a) **Pricing**: Bidders must submit their financial bid in accordance with the Annex B – Pricing Table without any conditions, assumptions, or restrictions. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting contract, with the exception of those limitations that are expressly set out in this solicitation, will be considered non-responsive. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in Annex B - Pricing Table.

(b) **All Costs to be Included**: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary software, warranty, maintenance, support, documentation, required to meet the requirements of the bid solicitation and the associated prices of these items is the sole responsibility of the Bidder.

(c) **Blank Prices**: Bidders are requested to insert "$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the table. If the Bidder leaves any price blank, Canada will treat the price as "$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, $0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is $0.00 will be declared non-responsive.

(d) **Existing Licenses**: If Canada has existing licenses of the proposed software (in whole or in part), this existing licenses must not be considered as part of the proposed solution, nor as part of government furnished equipment. The license to be granted under the resulting contract must not be conditional on Canada renewing its existing licenses or maintaining the licenses through software maintenance and support contracts.

(e) **SACC Manual Clauses**:

   (i) C3011T (2013-11-06), Exchange Rate Fluctuation
3.4 Section III: Certifications

It is a requirement that bidders must submit the certifications identified under Part 5.
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

(b) An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

(c) In addition to any other time periods established in the bid solicitation:

(i) Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

(ii) Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

(a) Mandatory Technical Criteria:

(i) Each Technical Bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

(ii) Bidder representations that a future upgrade or release of any of the products included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not publicly available at the bid closing date, will not be considered.

(iii) The mandatory requirements are described in Annex A - Statement of Requirements.

(b) Point-Rated Technical Criteria:

(i) Each Technical 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.

(ii) The rated requirements are described in Annex A - Statement of Requirements.
(iii) A Total Technical Score (TTS) will be determined in accordance with the specific evaluation criteria set out in Annex A - Statement of Requirements. There are a maximum of 12 points available for rated criteria in the Technical Bid.

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

(i) Through the Proof of Proposal (PoP) test, Canada may, but will have no obligation to, test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex A - Statement of Requirements and this Bid Solicitation. The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in Annex A - Statement of Requirements and this Bid Solicitation, or the PoP test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in Annex A - Statement of Requirements and this Bid Solicitation (it is within the Contracting Authority’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 PoP test.

(ii) After being notified by the Contracting Authority, the Bidder will be given a maximum of 7 working days to start the installation of the proposed solution. The installation must be completed and functional within 5 working days of the Bidder starting the installation (7.5 hrs/day during normal working hours, to be determined by the Contracting Authority). Canada will then conduct the PoP test. Up to 2 representatives of the Bidder may be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within 2 working days.

(iii) Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be declared non-responsive. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder’s score will not be increased as a result of the PoP test. If the Bidder’s score is reduced as a result of the PoP test, Canada will reassess the ranking of all bidders.

(iv) In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.

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

4.3 Financial Evaluation

(a) The financial evaluation will be conducted by calculating the **Total Bid Price (TBP)** using the Annex B - Pricing Table completed by the bidders. Each bid will be reviewed for compliance with the mandatory financial requirements of the bid solicitation.

(b) All bid prices must be in Canadian dollars (CAD).

(c) For the purposes of bid evaluation only, the TBP will be the total of the Bidder's proposed prices in the following table:

(i) Annex B - Pricing Table - Table 1 – Deliverables

**Note to Bidders:** The **Total Bid Price (TBP)** will be calculated using the formula that follows the Table 1 in Annex B - Pricing Table.

(d) **Formulae in Pricing Table**

If the pricing table 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.

4.4 Basis of Selection

(a) To be declared responsive, a bid must:

(i) comply with all the requirements of the bid solicitation; and

(ii) meet all mandatory criteria;

(b) Bids not meeting (i) or (ii) will be declared non-responsive.

(c) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The top-ranked responsive bid will be determined based on the responsive bid which offers the highest **Total Evaluation Score (TES)**, calculated as follows:

(i) A **Total Evaluation Score (TES)** for each bid will be calculated based on a combined rating of technical merit and price. The ratio will be 10% for the technical merit and 90% for the price.

(ii) To establish the pricing score, the responsive bid with the lowest **Total Bid Price (TBP)** is given full price points, while other proposals receive a pro-rated score based on the ratio of the lowest cost proposal to their total cost, as follows:
(iii) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows:

$$\text{TTS of the Bidder} \times \frac{10}{12} = \text{Technical Merit Score}$$

(iv) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating, as follows:

$$\text{Pricing Score} + \text{Technical Merit Score} = \text{Total Evaluation Score (TES)}$$

(d) In the event of an exact tie for highest evaluated TES, the responsive bid with the lower TBP will be deemed to be the top-ranked responsive bid. In the event of an exact tie in TES and TBP, then the names of all such first-ranked Bidders will be placed in a hat and the first name drawn from it will be deemed to be the top-ranked responsive bid. All tied Bidders will be invited to witness the event.

(e) The top-ranked responsive bid, following successful completion of the Proof of Proposal test (if applicable), will be recommended for award of a contract.

(f) Bidders should note that all contract awards are subject to Canada’s internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada’s internal policies. If approval is not granted, no contract will be awarded.
PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract. The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required Precedent to Contract Award

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

(a) Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Form 6, Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

(c) Bidder Certifies that All Equipment and Software is "Off-the-Shelf"

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

(d) Software Publisher Certification and Software Publisher Authorization

(i) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Form 4 Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(ii) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Form 5 Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(iii) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Financial Capability

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

(b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.
PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

(a) [Contractor's Name] (The “Contractor”) agrees to supply the goods and services described in the Contract to the Client in accordance with, and at the prices set out in, the Contract. This includes:

(i) granting the license to use the Relational Database Management System Solution (hereinafter referred to as the "Licensed Software") described in the Contract, which is subject to a Software Warranty Period of 12 months;

(ii) providing Software Maintenance and Support for the Licensed Software during the Software Maintenance and Support Period; and

(iii) providing the software documentation for the Licensed Software.

(b) Client: The initial Client is Public Works and Government Services Canada (PWGSC). However, Canada has the right to add additional Clients from time to time, which may include any department or Crown corporation as 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.

(c) Reorganization of Client: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

(d) Defined Terms: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:

(i) "de-list" refers to Canada's removal of a Client or of a User from the set of those who can access the Licensed Software deployed within Canada's technical environment;

(ii) "deployed" refers to the provision by a Client to a User of a right of access to the Licensed Software;

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

(iv) "Bug Fixes" means a temporary work-around, patch, or bypass to update the program code to correct errors or defects.
(v) "Enhancement" also often referred to as an “interim release” means an interim release version of the Licensed Software, which is often documented by adding a further decimal and digit to the version or release number (e.g., V.X.X.2 would be the next enhancement after V.X.X.1).

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

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

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

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

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

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

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

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

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

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

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

The following commercially available products are part of the deliverables:

__________________________
__________________________
__________________________

*[this information will be completed at contract award using information in the Contractor’s bid]*

(b) **Grant of License:** In addition to the obligations set out in Section 02 (License Grant) of 4003 - Licensed Software, the Contractor grants to Canada a license to use the Licensed Software in accordance with the Contract. This license is a User License and is non-exclusive, perpetual, irrevocable, world-wide, fully paid and without royalties. The license cannot be restricted, modified or revised in any way by the Contractor.

(i) This license includes the right for Canada to install, copy, deploy and use the Licensed Software, which includes the rights:

(ii) to deploy, in whole or in part, any or all of the software products that form part of the Licensed Software, together or separately, and in as many installations and locations (off-site workplaces or work environments “in the field”, and in-home work environments for the Client’s business purposes) as the Client sees fit;

(iii) to create or process an unlimited number of documents, transactions, data and events;

(iv) to use English and French versions (if available, these must be the “Canadian English” and “Canadian French” versions);

(v) to run the Licensed Software on multiple computing platforms and devices; under the Contract, “devices” are defined as mainframes, servers, desktops, workstations, notebooks, laptops, personal digital assistant(s) and networking equipment and peripheral equipment such as switches, routers, hubs, bridges, phones and Gateways, and any other equipment that has a central processor unit(s), mass storage device(s), input/output device(s) and operating system;

(vi) to grant access through a browser using Internet, intranet and extranet environments or any other connections to anyone (Canadians and non-Canadians and employees and contractors of Canada) who uses the services and programs provided by Canada (regardless of their location) to access, view, enter, search, exchange and read information held and created by the Client using the Licensed Software;

(vii) to make this use by way of 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 users have “universal access rights” (i.e., a right to access the Licensed Software by any means 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;

(viii) to make this use regardless of the operating systems, software applications and Application Programming Interface(s) (API) that the Client may be using from time to time; however, Canada acknowledges that the Contractor is not granting any license rights to software other than the Licensed Software;

(ix) to receive the Licensed Software from the Contractor on Canada’s choice(s) of the media on which the Contractor makes the Licensed Software available to customers (including CD-ROM, Internet download, and such other media that the Contractor uses to distribute the Licensed Software at any given time);

(x) to distribute the Licensed Software to individual Client Users on Canada’s choice(s) of media; and

(xi) to continue to use the Licensed Software regardless of any changes made at any given time, including but not limited to changes in the operating system, other applications, hardware, peripherals or devices with which the Licensed Software operates; however, the Contractor is not required to deliver a new or different version of the Licensed Software to enable the Client Users to continue to use the Licensed Software in a different environment than the one(s) described in the Contract (unless expressly required to do so as part of the warranty or software maintenance and support for the Licensed Software described in the Contract),

(xii) to define as many User roles as Canada sees fit;

(xiii) to allow access to the Licensed Software and all or any of its components to anyone, (including, without limitation Canadians and non-Canadians, employees and contractors of Canada, government departments, agencies, crown corporations, other jurisdictions (federal, provincial, municipal), business, the general public, international partners, governments, institutions and individuals, by any means whatsoever, through Internet, intranets, extranets, virtual private networks, networks, inter-networks or any other way Canada may determine, for the purpose of accessing any programs, information, data or other services provided by Canada), and which includes but is not limited to using the Licensed Software, including all or any of its components to access, enter, exchange, search and read information provided by or through any applications provided by Canada from any location irrelevant of the number of Users that have been granted the right to use the Licensed Software under the Contract.

(xiv) to allow a third party to manage and use the Licensed Software for Canada’s benefit, regardless as to whether such management occurs on Canada's infrastructure or on third party infrastructure, as Canada chooses at its discretion.

all without affecting the pricing in the Contract and without requiring the Client to obtain additional licences or accept amended licence terms for the Licensed Software. The "Licensed Software" includes all the software listed in Form 3.

7.3 Licensed Software Warranty, Software Maintenance and Support

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

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

(i) The Contractor must keep track of software releases for the purpose of configuration control.

(ii) In addition to the Contractor's obligations under Section 3 (Maintenance Releases) of 4004 - Maintenance and Support Services for Licensed Software, the Contractor must deliver the following software code as part of the Software Maintenance:

(iii) all Bug Fixes, Software Patches, and all other Enhancements;

(iv) all Upgrades, updates, major and minor New Releases, and Renames;

(v) all Extensions and other modifications, including but not limited to drivers, service packs, and Service Releases;

(vi) all application programming interfaces (APIs), plug-ins, applets and adapters;

(vii) all rewrites, including in other programming language(s), where the original version(s) is no longer being maintained by the software publisher; and

(viii) on request, all backgrades or downgrades; however, if these backgrades or downgrades are versions predating the version of the Licensed Software acquired from the Contractor, the backgrade or downgrade version is provided without warranty and the Contractor will have no obligation to provide Software Maintenance or Support Services for the backgrade or downgrade version of the Licensed Software, which will be made available by the Software Publisher during the Software Maintenance and Support Period.

(ix) The Contractor must, over the course of the contract, as technology evolves, add new functionalities and additional features associated with the Licensed Software as part of the Software Maintenance and Support Services to ensure that Canada is able to offer to the Clients a feature-rich RDBMS Software Solution.

(x) 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 the Contract Period from the date this Contract is issued. 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
Maintenance, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

(c) **Software Support:** In addition to the obligations set out in Supplemental General Conditions 4004, the Contractor must provide the following as part of the “Software Support” throughout the “Software Maintenance and Support Period”, which is identified in Annex B – Pricing Table, plus any period during which Canada has exercised its option under the Contract to extend the Software Support. The Software Support include the following Technical Hotline Support and Web Support services:

(i) **Technical Hotline Support:** In addition to the requirements of Supplemental General Conditions 4004, the Contractor must provide the Technical Hotline Support through the Contractor’s toll-free hotline at [Contractor’s Hotline Number], in English and French, from 8:00 A.M. to 5:00 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the call is made). The Contractor must answer or return all calls (with a live service agent) within 60 minutes of the initial time of the Client or User’s initial call. The Contractor’s personnel must be qualified and able to respond to the Client’s and any Client User’s questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to the Licensed Software.

(ii) **Web Support:** The Contractor must provide Canada with technical web support services through a website that must include, as a minimum, frequently asked questions and on-line software diagnostic routines, support tools, and services. The Contractor’s website must provide support in English. The Contractor’s website must be available to Canada’s users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor’s website address is [Contractor’s Website].

7.4 **Optional Goods and/or Services**

(a) **Optional Goods - Purchase Additional Licenses to use the Licensed Software:** The Contractor grants to Canada the irrevocable option to purchase Licenses for additional Users to use the Licensed Software, at the price set out in Annex B - Pricing Table, on the same terms and conditions granted under the Contract. The option may be exercised at any time during the Contract Period, as many times as Canada chooses. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.

(b) **Optional Goods - Purchase Software Maintenance and Support on Additional Licenses to use the Licensed Software:** The Contractor grants to Canada the irrevocable option to purchase Software Maintenance and Support on additional licenses to use the Licensed Software. If Canada exercises its option for this Software Maintenance and Support on additional licenses to use the Licensed Software, Canada will pay the Contractor the firm annual price set out in the Basis of Payment, payable annually in advance, FOB destination, and Applicable Taxes extra. The option may be exercised at any time during the Contract Period, as many times as Canada chooses. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.

(c) **Optional Goods - Extend Software Maintenance and Support Period:** The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 5 additional one-year periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those
set out in Annex B - Pricing Table. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.

(d) **Option to Add Other Users and/or Clients for Software Maintenance and Support Only:**

The Contractor grants to Canada the option to extend the Software Maintenance and Support to other Users and/or Clients who are already licensed to use the Licensed Software under another contract, but who require maintenance and support services for that Licensed Software, at the price set out in the Annex B – Pricing Table. The option may be exercised at any time during the Contract Period, as many times as Canada chooses. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.

7.5 **Ability to De-List and Reinstate Software Maintenance and Support**

(a) The Contractor agrees that Canada may de-list User(s) and/or Client(s), at its sole discretion, from the Software Maintenance and Support, at no additional cost. Canada may exercise this right as many times at it chooses, at any time during the Contract Period or any extension thereof. If Canada exercises its right to de-lists User(s) and/or Client(s) for which an advance payment has been made, Article 7.25 Termination for Convenience will apply.

(b) The Contractor agrees that Canada may reinstate Software Maintenance and Support for User(s) and/or Client(s) that it previously de-listed. Canada agrees that if it reinstates the Software Maintenance and Support:

(i) Canada will pay for the Software Maintenance and Support from the date the User(s) and/or Client(s) were de-listed to the date they are reinstated; or

(ii) Canada will pay a reinstatement fee equivalent to one-year of Software Maintenance and Support for the User(s) and/or Client(s) that are being reinstated,

whichever is less. The Contractor agrees that there will not be any additional charges or fees for reinstatement beyond what is described in (i) and (ii) above.

(c) The Contractor agrees that if Canada transfers licenses to use the Licensed Software, Canada may also transfer any associated unused Software Maintenance and Support.

7.6 **Standard Clauses and Conditions**


(a) **General Conditions:**

(i) 2030 (2014-09-25), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

(i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
(ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

7.7 Security Requirement

This document is UNCLASSIFIED, however;

(a) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;

(b) Contractor personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

7.8 Contract Period

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

(i) The "Initial Contract Period", which begins on the date the Contract is awarded and ends 1 year(s) later; and

(ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

(b) Option to Extend the Contract:

(i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 5 additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

(ii) It is understood that there may be an on-going requirement to acquire Software Maintenance and Support Services in order to maintain the Licensed Software within Canada’s Technical Environment that could go beyond the 5 option periods referred to in (i) above. Both parties agree that Article 7.23 - Software Maintenance and Support Pricing Stability will be the basis for price negotiations if there is a request from Canada to extend further the Contract Period.

(iii) Canada may exercise these options at any time by sending a written notice to the Contractor before the expiry date of the Contract. These options may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.9 Delivery Date

(a) All the deliverables must be received within 10 days of the contract award date.

7.10 Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:
Name: Gabriele Mathieu Monger
Title: A/Supply Team Leader
Directorate: Software and Shared Systems Procurement Directorate
Address: Public Works and Government Services Canada
Acquisitions Branch (STAMS) - (SSSPD),
Place du Portage, Phase III, 4C1
11, rue Laurier, Gatineau, Qc K1A 0S5
Telephone: 819-956-9136
Facsimile: 819-956-3703
E-mail address: gabriele.mathieumonger@tpsgc-pwgsc.gc.ca

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

(b) Technical Authority

**Note to Bidders: Information will be completed prior to Contract award.**

The Technical Authority for the Contract is:
Name: 
Title: 
Organization: 
Address: 
Telephone: 
Facsimile: 
E-mail address: 

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

(c) Client Administrative Authority

**Note to Bidders: Information will be completed prior to Contract award.**

The Client Administrative Authority for the Contract is:
Name: 
Title: 
Organization: 
Address: 
Telephone: 
Facsimile: 
E-mail address: 

The Client Administrative Authority must receive a copy of the Invoice. All inquiries for request for payment must be made to the Client Administrative Authority.
(d) Contractor's Representative

**Note to Bidders:** Information will be completed prior to Contract award.

The Contractor's Representative for the Contract is:

Name: _____________________
Title: _____________________
Organization: _____________________
Address: _____________________
Telephone: _____________________
Facsimile: _____________________
E-mail address: _____________________

7.11 Proactive Disclosure of Contracts with Former Public Servants

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

**Note to Bidders:** This Article will be deleted if the bidder awarded the contract is not a former public servant.

7.12 Payment

(a) Basis of Payment

(i) **Initial Licensed Software:** For the initial quantity of 10,000 User License(s) to use the Licensed Software (including delivery, warranty and the Licensed Documentation), all as detailed in the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B - Pricing Table, Table 1, FOB destination, including all customs duties, Applicable Taxes extra.

(ii) **Software Maintenance and Support for the Initial Licensed Software:** For the Software Maintenance and Support for the initial Software Maintenance and Support Period, in accordance with the Contract, Canada will pay the Contractor the firm annual price(s) set out in Annex B - Pricing Table, Table 1, payable in advance, FOB destination, including all customs duties, Applicable Taxes extra.

(iii) **Optional Goods - Additional Licenses to use the Licensed Software:** For additional licenses for additional Users to use the Licensed Software, all as detailed in the Contract, if Canada exercises its option(s), Canada will pay the Contractor the firm price(s) set out in Annex B - Pricing Table, Table 1, FOB destination, including all customs duties, Applicable Taxes extra.

(iv) **Optional Goods - Software Maintenance and Support on Additional Software Licenses:** For optional Software Maintenance and Support on Additional Software Licenses to use the Licensed Software, if Canada exercises its option(s), Canada will pay the Contractor the firm annual price(s) set out in Annex B – Pricing Table, Table 1, payable in advance, FOB destination, including all customs duties, GST/HST extra.
In order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance and Support termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance and Support, the full amount will apply on the existing Licensed Software.

(v) Optional Goods - Extend Software Maintenance and Support Period: 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 Annex B - Pricing Table, Table 1, (FOB destination), including all customs duties, Applicable Taxes extra.

(vi) Option Goods - Option to Add Other Users and/or Clients Software Maintenance and Support Only: For optional Software Maintenance and Support for other Users and/or Clients who are already licensed to use the Licensed Software under another contract, if Canada exercises its option(s), Canada will pay the Contractor the firm annual price(s) set out in Annex B – Pricing Table, Table 1, payable in advance, FOB destination, including all customs duties, GST/HST extra.

(vii) Competitive Award: The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

(viii) Purpose of Estimates: All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

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

(c) 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.

(d) Method of Payment - Software Maintenance and Support: Canada will make the advance payment to the Contractor for Software Maintenance and Support within 30 days after receiving a complete invoice (and any required substantiating documentation), or within 30 days of any date specified in the Contract for making that advance payment, whichever is later. If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on
the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled “Interest on Overdue Accounts” once the dispute is resolved.

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

(e) Method of Payment - Multiple Payments

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

7.13 Invoicing Instructions

(a) The Contractor must submit invoices in accordance with the information required in the General Conditions.

(b) The Contractor’s invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

(c) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

(d) The Contractor must provide the original of each invoice to the Client’s Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

7.14 Certifications

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

7.15 Federal Contractors Program for Employment Equity - Default by Contractor

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

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

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

7.17 Priority of Documents

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

(a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
(b) supplemental general conditions, in the following order:
   (i) 4003 (2010-08-16) - Supplemental General Conditions - Licensed Software;
(c) General Conditions 2030 (2014-09-25) - Higher Complexity – Goods;
(d) Annex A - Statement of Requirements;
(e) Annex B - Pricing Table;
(f) the Contractor’s bid dated ______ (insert date of bid), as clarified on "or” as amended on ______ (insert date(s) of clarification(s) or amendment(s) if applicable), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.18 Foreign Nationals (Canadian Contractor)

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

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

7.19 Foreign Nationals (Foreign Contractor)

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

7.20 Insurance Requirements

(a) SACC Manual clause G1005C (2008-05-12) Insurance Requirements
7.21 Limitation of Liability - Information Management/Information Technology

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

(b) First Party Liability:

(i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

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

(B) physical injury, including death.

(ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.

(iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

(iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.

(v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:

(A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

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

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

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

(c) Third Party Claims:

(i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

(ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

(iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

7.22 Joint Venture Contractor

(a) The Contractor confirms that the name of the joint venture is ____________ and that it is comprised of the following members: [list all the joint venture members named in the Contractor's original bid].

(b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

(i) ____________ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;

(ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
(iii) all payments made by Canada to the representative member will act as a release by all the members.

(c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.

(d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

(e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

(f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

7.23 Software Maintenance and Support Pricing Stability

(a) The Contractor acknowledges that it is important to Canada to be able to continue to access Software Maintenance and Support for the Licensed Software after the contract has expired. The Contractor accordingly offers to continue to provide Software Maintenance and Support Services at reasonable annual rates and on all of the other terms and conditions set out in this Contract, subject to execution by the parties of a formal contract amendment. For each year that follows Option Year 5, the Contractor hereby offers annual rates that are the lesser of:

(i) the Contractor's then current published rates; and

(ii) the quoted prices for Option Year 5 adjusted by the percentage difference in the Consumer Price Index (CPI) as determined by Statistics Canada, for the 12 month period immediately preceding the date on which the price change is to be effective; and

(iii) 2% more than the annual rates provided to Canada in the preceding year under this Contract or under any extension entered into pursuant to this Article.

The Contractor's obligations under this Article shall survive termination or expiry of this Contract.

7.24 Safeguarding Electronic Media

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

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

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

STATEMENT OF REQUIREMENTS

RELATIONAL DATABASE MANAGEMENT SYSTEM (RDBMS) SOLUTION

1.0 Requirement Overview

Canada requires a commercially available and complete Relational Database Management System (RDBMS) Solution to support the operations of Canada’s Electronic Documents and Records Management Solution (EDRMS). Canada’s EDRMS, known as GCDOCS, uses OpenText Content Server.

The RDBMS Solution may also be used by PWGSC to manage and support its other solutions/applications including those related to its provisioning of application services to its clients. Also, Clients may use the RDBMS Solution in support of GCDOCS.

2.0 Background

The Government of Canada (GC) is committed to streamlining, consolidating and standardizing administrative functions and operations to achieve savings in time and work effort, as well as broader cross departmental program and service benefits. In alignment with the GC direction, PWGSC, as a common service provider, will be providing a managed Information Management solution and services, specifically GCDOCS, to all GC Departments and Agencies. These managed services require a common, standardized approach for the RDBMS.

Implementation of the RDBMS Solution should occur in phases aligned to the planned rollout of GCDOCS as follows:

- Phase 1 (GC FY 15-16): up to 30,000 Users
- Phase 2 (GC FY 16-17): up to 115,000 Users
- Phase 3 (GC FY 17-18): up to 150,000 Users
- Phase 4 (GC FY 18-19): up to 200,000 Users
- Phase 5 (GC FY 19-20): up to 250,000 Users

This roll-out schedule is provided for information purposes only and does not represent any commitment by Canada and is subject to change.

The following organisations, currently, play key roles in Canada’s GCDOCS initiative:

- Public Works and Government Services Canada: Application Managed Service Provider
- Shared Services Canada: Infrastructure service provider
- Treasury Board Secretariat: Responsible for the Standard for Electronic Documents and Records Management Solutions
- OpenText: Software Publisher of the EDRMS
3.0 Scope

GCDOCS Implementation

The RDBMS Solution, in support of the GCDOCS implementation, is expected to be implemented over a period of 6 years. PWGSC estimates its RDBMS requirements to be:

- 10,000 User licenses at the time of contract award.
- an additional 20,000 User licenses by April 2016.
- dependent upon uptake, up to 250,000 User licenses.

Software licenses and maintenance and support requirements related to the GCDOCS EDRMS implementation may include not only PWGSC and its Clients; but also, GC departments, agencies and crown corporations.

Future Direction

The RDBMS solution may be used by PWGSC in support of other applications/solutions unrelated to GCDOCS, both within PWGSC and in its provisioning of common services to GC clients.

Therefore, in addition to the potential 250,000 Users for the implementation supporting the GCDOCS implementation, it is estimated that the RDBMS solution may increase up to 350,000 Users depending on the service uptake for other database requirements in PWGSC.

4.0 Security Environment


5.0 Glossary

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Security</td>
<td>Protection of database data against unauthorized access, alteration or destruction.</td>
</tr>
<tr>
<td>Database Backup</td>
<td>Ability to take a copy of the current database and to provide a facility for recording (transaction logging) of all the database changes.</td>
</tr>
<tr>
<td>Database Distribution and Replication</td>
<td>The ability of the RDBMS to distribute all or part of the database updates to other databases or servers (e.g., at geographically different sites, to a decision support database, etc.)</td>
</tr>
<tr>
<td>GCDOCS</td>
<td>The Government of Canada (GC) official Electronics Document Records Management (EDRM) solution. It is a bilingual, feature-rich enterprise repository suite that helps assist organizations in their information management (IM) obligations for information lifecycle management.</td>
</tr>
<tr>
<td>High Availability</td>
<td>Ability to maintain operations during scheduled or unscheduled downtime.</td>
</tr>
<tr>
<td>Scalability</td>
<td>Refers to the ability to share the load across several</td>
</tr>
</tbody>
</table>

Page 41 of 55
servers within a datacenter, across several datacenters which can be located in geographically separated regions.

**QA**
Quality Assurance server environment. Environment used to ensure releases meet requirements prior to being released in production.

**RDBMS (Relational Database Management System)**
Is a database management system (DBMS) based on the relational model. Many popular databases currently in use are based on the relational database model.

**SMP**
Symmetric multiprocessing (SMP) is a tightly coupled multiprocessor system with a pool of homogeneous processors running independently, each processor executing different programs and working on different data, with the capability to share resources (memory, I/O device, interrupt system, etc.), and connected using a system bus or a crossbar.

**NAS**
Network-attached storage (NAS) is file-level computer data storage server connected to a computer network providing data access to a heterogeneous group of clients. NAS not only operates as a file server, but is specialized for this task either by its hardware, software, or configuration of those elements.

**SAN**
A storage area network (SAN) is a dedicated network that provides access to consolidated, block level data storage.

**MPP**
Massively Parallel Processing (MPP) is the coordinated processing of a program by multiple processors that work on different parts of the program, with each processor using its own operating system and memory.

**Hot Backup**
A hot backup, also called a dynamic backup, is a backup performed on data even though it is actively accessible to Users and may currently be in a state of being updated.

**Incremental Backup**
An incremental backup is a type of backup that only copies files that have changed since the last backup.

**Transaction logs**
A transaction log (also transaction journal, database log, binary log or audit trail) is a history of actions.
executed by a database management system to guarantee ACID properties (Atomicity, Consistency, Isolation, Durability) over crashes or hardware failures.

Administrator

An administrator is responsible for the, environment, performance and management of a system.

No-SQL

A No-SQL database provides a mechanism for storage and retrieval of data that is modeled in means other than the tabular relations used in relational databases.

In-Memory

An in-memory database (IMDB; also main memory database system or MMDB or memory resident database) is a database management system that primarily relies on main memory for computer data storage. It is contrasted with database management systems that employ a disk storage mechanism.

6.0 Mandatory Requirements Table

Section One – Mandatory General Requirements

<table>
<thead>
<tr>
<th>Mandatory General Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>M1</td>
</tr>
<tr>
<td>M2</td>
</tr>
<tr>
<td>[Note to Bidders: A letter from OpenText confirming that the Bidder’s proposed RDBMS Solution is certified or supported to operate with OpenText Content Server version 10.5.0 will be considered an acceptable form of substantiation for this requirement.]</td>
</tr>
<tr>
<td>M3</td>
</tr>
<tr>
<td>M4</td>
</tr>
<tr>
<td>M5</td>
</tr>
</tbody>
</table>
| M6 | The RDBMS Solution must run on, and support installation, operation and deployment on, at least one of the following platforms:  
  a) Microsoft Windows Server 2012 and above; and/or,  
  b) Red Hat Enterprise Linux V6.4 and above. |

Section Two - Data security

<table>
<thead>
<tr>
<th>Mandatory Data Security Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>M7</td>
</tr>
</tbody>
</table>
M8 The RDBMS Solution must deliver, enable and support functionality that allows the Administrator(s) to define groups or classes of Users, and allow the Administrator(s) to define and store specific operations and authorizations that any given group or class of Users is able to perform within the RDBMS Solution, so that the Administrator(s) does not have to define and maintain authorizations at the individual User ID level.

M9 The RDBMS Solution must provide an auditing facility that records all database “updates” by individual Users on individual objects accessible by the Administrator(s).


Section Three - Database Backup and Recovery

Requirements

M11 The RDBMS Solution must deliver, enable, and support the functionality that allows the Administrator to record transaction logs of all database changes to permit point in time database recovery.

M12 The RDBMS Solution must allow the backup of specific tables and table partitions.

M13 The RDBMS Solution must allow the Administrator to recover specific tables and table partitions.

M14 The RDBMS Solution must allow the Administrator to recover specific schemas while maintaining system integrity.

M15 The RDBMS Solution must be able to perform hot backups.

M16 The RDBMS must be available and allow Users to both read and write to tables and individual table partitions while those same tables and individual table partitions are being backed up.

M17 The RDBMS Solution must be able to recover specific individual tables and table partitions using the hot backup and the transaction logs, to a specific point in time such that full database integrity is maintained.

M18 The RDBMS Solution must, after a system failure, automatically re-apply all committed database changes up to the point of system failure such that full database integrity is maintained.

M19 The RDBMS Solution must be able to recover a database, tables, and individual table partitions to a User-specified point in time, such that full database integrity is maintained.

M20 The RDBMS Solution must be capable of backing up the records that have been modified since the last backup as an Incremental backup.

Section Four - Database Distribution and Replication

Distribution and Replication refers to base architecture elements of the RDBMS and the ability to provide a scalable and highly available RDBMS Solution.

Requirements

M21 The RDBMS Solution must deliver, enable and support functionality that allows Canada to synchronise databases geographically to other servers and other databases on the same server.

M22 The RDBMS Solution must deliver, enable and support replication capabilities that allow Canada to automatically synchronise multiple copies of various portions of given databases in multiple locations.

M23 The RDBMS Solution must permit read access to a synchronised copy of a replicated database.

Section Five – High Availability and Scalability

High Availability and Scalability also refers to base architecture elements of the RDBMS and the ability to provide a scalable and highly available RDBMS Solution.

Requirements

M24 The RDBMS Solution must deliver, enable and support automated replication and synchronisation of data, status, and logs from a main RDBMS server onto a remotely located RDBMS secondary
The RDBMS Solution must allow manual and automated fail-over to a secondary server.

M26 The RDBMS Solution must allow the manual and automatic resynchronisation of data from a secondary server to a main server upon service restoration.

M27 The RDBMS Solution must allow Users to automatically resume access to a main RDBMS server once service has been restored.

M28 The RDBMS Solution must allow Canada to make use of as many secondary servers as Canada deems are required to ensure adequate system availability.

M29 The RDBMS Solution must be scalable to allow for 2 or more database servers to access a single data source or provide a method of scaling by the addition of additional servers who will share the RDBMS load.

M30 The RDBMS Solution must be scalable and must allow Canada to add processors, up to the hardware limit, within an SMP cluster and access the same NAS/SAN pool equally.

M31 The RDBMS Solution must be scalable and must allow Canada to add servers within a SMP architecture and access the same NAS/SAN pool equally.

M32 The RDBMS Solution must be scalable to accommodate and make use of additional servers as added within a MPP architecture.

Section Six - Database Management, and Administration

Database Administration and Management refers to features of the RDBMS solution that allow the RDBMS to be managed, and monitored to meet operational requirements.

Requirements

M33 The RDBMS Solution must include Database Management and Administration functionality. Access to this functionality must:

1. Be through a Windows 7 Enterprise 32-bit and/or 64-bit workstation and above; and/or be accessible using IE9+ and Firefox v30+ browsers (if browser access is required by the tool).
2. Be accessible using a remote desktop connection.
3. Have a graphical user interface.

M34 The RDBMS Solution must include Database Management and Administration functionality that enables Users to perform remote database administration through TCP/IP, including backup/recovery ability, database maintenance, database security administration, performance monitoring, catalog access, and event notifications.

M35 The RDBMS Solution tools included in M33 and M34 must allow authorized Users to administer all database servers from a single administrative computer.

M36 The RDBMS Solution must include Database Management and Administration functionality that allow Canada to monitor system resource usage (including but not limited to memory, disk, and CPU) and monitor the performance of the database.

Section Seven – Database Diagnostics and Database Tuning

Database Diagnostic and Tuning refers to features of the RDBMS Solution that assists database administrators in diagnosing database problems. Database tuning provides a method of examining transactions individually to ensure they run with optimal efficiency.

Requirements

M37 The RDBMS Solution must include database tuning functionalities which permit the monitoring and allocation of system resources at the database session level.

M38 The RDBMS Solution must include database tuning functionalities that enable and support SQL transaction monitoring, parsing and execution timing.

M39 The RDBMS Solution must include database tuning functionalities that allow Canada to monitor databases for problems, including tools to help diagnose problems and provide database administrators the ability to view critical elements of database transactions. Critical elements...
include but are not limited to disk capacity, processor usage, index optimisation, memory usage, network usage, and performance metrics of transactions.

### 7.0 Rated Requirements Table

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Requirement description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>R1</td>
<td>The RDBMS Solution should include Spatial functions and indexes.</td>
<td>2</td>
</tr>
<tr>
<td>R2</td>
<td>The RDBMS Solution should include Geodetic function support.</td>
<td>2</td>
</tr>
<tr>
<td>R3</td>
<td>The RDBMS Solution should include data masking functionalities that prevent unauthorized Users from accessing/viewing data.</td>
<td>1</td>
</tr>
<tr>
<td>R4</td>
<td>The RDBMS Solution should include automated database tuning software which dynamically reallocates system resources to meet variations in demand on the RDBMS.</td>
<td>1</td>
</tr>
<tr>
<td>R5</td>
<td>The RDBMS Solution should include in-memory capabilities for data storage.</td>
<td>3</td>
</tr>
<tr>
<td>R6</td>
<td>The RDBMS Solution should include “no-sql” for the storage and retrieval of data.</td>
<td>3</td>
</tr>
</tbody>
</table>

**Total rated score**
ANNEX "B"

PRICING TABLE

BIDDERS MUST INCLUDE THE FOLLOWING PRICING INFORMATION FOR ALL DELIVERABLES IN CANADIAN DOLLARS (CAD).

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description:</th>
<th>Unit of Issue:</th>
<th>Firm Unit Price:</th>
<th>Evaluation Quantity</th>
<th>Extended Bid Price (D x E = F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Licensed Software <em>(Initial 10,000 User Licenses and Optional Additional User Licenses)</em></td>
<td>Per User License</td>
<td>250,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Software Maintenance and Support for the Licensed Software for the Initial Contract Period</td>
<td>Per User License</td>
<td>30,000</td>
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<tr>
<td>3</td>
<td>Software Maintenance and Support for the Licensed Software for Option Year 1</td>
<td>Per User License</td>
<td>115,000</td>
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<tr>
<td>4</td>
<td>Software Maintenance and Support for the Licensed Software for Option Year 2</td>
<td>Per User License</td>
<td>150,000</td>
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</tr>
<tr>
<td>5</td>
<td>Software Maintenance and Support for the Licensed Software for Option Year 3</td>
<td>Per User License</td>
<td>200,000</td>
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</tr>
<tr>
<td>6</td>
<td>Software Maintenance and Support for the Licensed Software for Option Year 4</td>
<td>Per User License</td>
<td>250,000</td>
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<td></td>
</tr>
<tr>
<td>7</td>
<td>Software Maintenance and Support for the Licensed Software for Option Year 5</td>
<td>Per User License</td>
<td>250,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Bid Price (TBP)**

SUM(F3:F9)

*Note to Bidders:* For the purposes of bid evaluation only, the Total Bid Price (TBP) will be the sum of the Extended Bid Prices for item No.'s 1 – 7 as calculated in Column F of the Pricing Table. Column E and F are for evaluation purposes only and will be removed prior to contract award.]
# BIDDER FORMS

## Form 1

### Bidder’s full legal name

*Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.*

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
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<tr>
<td>Telephone #:</td>
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<tr>
<td>Fax #:</td>
<td></td>
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<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

## Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Title:</td>
<td></td>
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<tr>
<td>Address:</td>
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<td>Telephone #:</td>
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<td>Fax #:</td>
<td></td>
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<tr>
<td>Email:</td>
<td></td>
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</tbody>
</table>

## Bidder’s Procurement Business Number (PBN)

*see the Standard Instructions 2003*

*Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.*

## Jurisdiction of Contract:

Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)

## Former Public Servants

See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".

Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?

Yes _____ No _____

If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "

---

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### Form 1

#### BID SUBMISSION FORM

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, provide the information required by the Article in Part 2 entitled &quot;Former Public Servant.&quot;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### Canadian Content Certification

As described in the solicitation, bids with at least 80% Canadian content are being given a preference.

[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]

On behalf of the bidder, by signing below, I confirm that

- [ ] At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)
- [ ] Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)

#### Licensed Software Maintenance and Support:

(Contracting Officers should only insert when supplemental General Conditions 4004 has been inserted in Part 7).

- Toll-free Telephone Access:
- Toll-Free Fax Access:
- E-Mail Access:
- Website address for web support:

#### Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

**Signature of Authorized Representative of Bidder**

---

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# Form 2
Substantiation of Technical Compliance Form  
(Mandatory and Rated Criteria)

<table>
<thead>
<tr>
<th>Article of Statement of Requirements that requires substantiation by the Bidder</th>
<th>Bidder Substantiation</th>
<th>Reference to additional Substantiating Materials included in Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>M-1</td>
<td></td>
<td></td>
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<td>M-2</td>
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<td>M-27</td>
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<tr>
<td>Article of Statement of Requirement that requires substantiation by the Bidder</td>
<td>Bidder Score and Substantiation</td>
<td>Reference to additional Substantiating Materials included in Bid</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>R-1 (2 total points)</td>
<td>____ Points Substantiation:</td>
<td></td>
</tr>
<tr>
<td>R-2 (2 total points)</td>
<td>____ Points Substantiation:</td>
<td></td>
</tr>
<tr>
<td>R-3 (1 total points)</td>
<td>____ Points Substantiation:</td>
<td></td>
</tr>
<tr>
<td>R-4 (1 total points)</td>
<td>____ Points Substantiation:</td>
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<tr>
<td>R-5 (3 total points)</td>
<td>____ Points Substantiation:</td>
<td></td>
</tr>
<tr>
<td>R-6 (3 total points)</td>
<td>____ Points Substantiation:</td>
<td></td>
</tr>
</tbody>
</table>
### Form 3
List of Proposed Licensed Software

Bidder’s complete list, identifying both the name and the version number, of each component of the Licensed Software required for the proposed Software Solution.

<table>
<thead>
<tr>
<th>Component Name</th>
<th>Version Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

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

This authorization applies to the following software products:

<table>
<thead>
<tr>
<th>Name of Software Publisher (SP)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of authorized signatory of SP</td>
<td></td>
</tr>
<tr>
<td>Print Name of authorized signatory of SP</td>
<td></td>
</tr>
<tr>
<td>Print Title of authorized signatory of SP</td>
<td></td>
</tr>
<tr>
<td>Address for authorized signatory of SP</td>
<td></td>
</tr>
<tr>
<td>Telephone no. for authorized signatory of SP</td>
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</tr>
<tr>
<td>Fax no. for authorized signatory of SP</td>
<td></td>
</tr>
<tr>
<td>Date signed</td>
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</tr>
<tr>
<td>Solicitation Number</td>
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</tr>
<tr>
<td>Name of Bidder</td>
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Form 6

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

( ) A1. The Bidder certifies having no work force in Canada.

( ) A2. The Bidder certifies being a public sector employer.

( ) A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.

( ) A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

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

OR

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

B. Check only one of the following:

( ) B1 The Bidder is not a Joint Venture.

OR

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