



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions
- TPSGC

11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1

Gatineau
Quebec

K1A 0S5

Bid Fax: (819) 997-9776

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Systems Software Procurement Division / Division des
achats des logiciels d'exploitation
11 Laurier St. / 11 rue, Laurier
4C1, Place du Portage, Phase III
Gatineau
Quebec
K1A 0S5

Title - Sujet DAMA portant sur achat de licences	
Solicitation No. - N° de l'invitation EN578-100808/D	Date 2016-12-02
Client Reference No. - N° de référence du client EN578-100808	Amendment No. - N° modif. 014
File No. - N° de dossier 015ee.EN578-100808	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$EE-015-22221	
Date of Original Request for Supply Arrangement 2011-01-31 Date de demande pour un arrangement en matière d'app. originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-10-01	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Address Enquiries to: - Adresser toutes questions à: Audace Niyonambaza	Buyer Id - Id de l'acheteur 015ee
Telephone No. - N° de téléphone (873) 469-3997 ()	FAX No. - N° de FAX (819) 953-3703
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.	

Instructions: See Herein

Instructions: Voir aux présentes

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

The purpose of this amendment 014 is to modify the Request for Supply Arrangement (RFSA) as follows:

AT	DELETE	INSERT
Cover Page of the Revision to a Request for Supply Arrangement Solicitation Closes – L'invitation prend fin at – à	02:00 PM on – le 2016-12-30	02:00 PM on – le 2018-09-30
1.2 (h)	(h) The order of evaluation of arrangements will be at Canada's sole discretion. The intent is to evaluate arrangements on a first in first out basis however this may change, as required, to meet Canada's operational requirements.	(h) The order of evaluation of arrangements will be at Canada's sole discretion. The intent is to evaluate arrangements on a first come, first served basis , however, this may change, as required, to meet Canada's operational requirements.
2.1 (c)	2008 (2014-09-25)	2008 (2016-04-04)
2.1 (e)	S0030T (2011-05-16)	S0030T (2014-11-27)
2.2	<p>2.2 Submission of Arrangements</p> <p>(a) Arrangements must be submitted only to PWGSC's Bid Receiving Unit at the place indicated on Page 1 of the Request for Supply Arrangement.</p> <p>(b) Due to the nature of RFSA's, transmission of Arrangements by facsimile or by electronic mail to PWGSC will not be accepted.</p>	<p>2.2 Electronic Submission of Arrangements</p> <p>(a) Email submission: Arrangements must be submitted by email to TPSGC.AAALL-SLSA.PWGSC@tpsgc-pwgsc.gc.ca.</p> <p>(b) Format of Email Attachments: The approved formats for email attachments are any combination of:</p> <ul style="list-style-type: none"> (i) PDF attachments; and (ii) Documents that can be opened with either Microsoft Word or Microsoft Excel. <p>(c) Email Size: Suppliers should ensure that they submit their response in multiple emails if any single email, including attachments, exceeds 5 MB.</p> <p>(d) Email Title: Suppliers are requested to include the RFSA No. EN578-100808/D in the "subject" line of each email forming part of the response.</p>

2.3 (a)	<p>(a) The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Human Resources and Skills Development Canada (HRSDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on HRDCS-Labour's website.</p>	<p>(a) The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on ESDC-Labour's website.</p>
3.1 (a)	<p>(a) Canada requests that Suppliers provide their Arrangement(s) in separate sections as follows:</p> <p>(i) Section I: (a) Technical Arrangement, and (b) Financial Arrangement (1 hard copy and 2 soft copies on CD, DVD, or USB);</p> <p>(ii) Section II: Certifications (1 hard copy and 2 soft copies on CD, DVD, or USB drive/key);</p> <p>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.</p>	<p>(a) Canada requests that Suppliers provide their Arrangement(s) in separate sections as follows:</p> <p>(i) Section I: (a) Technical Arrangement, and (b) Financial Arrangement;</p> <p>(ii) Section II: Certifications.</p>
3.3 (c)(i)(I)	<p>(I) Platform: The Supplier must provide the platform(s) on which the software can operate (e.g. Windows, Linux, Unix).</p>	<p>(I) Platform: The Supplier must specify the platform(s) on which the software can operate (e.g. Windows, Linux, Unix).</p>

3.3 (c)(ii)	Not Applicable - New paragraph.	(i) Price reference: Supplier must provide a price reference(s) to substantiate that their proposed prices are fair and reasonable. Examples of acceptable price references include, but are not limited to, the following: Published Price Lists, copies of invoices issued for the proposed products, GSA Advantage prices.
4.2 (c)(i)	Not Applicable - New item.	(ii) Price reference(s) as per Article 3.3 (c)(ii).
4.4 (a)	S0030T (2011-05-16)	S0030T (2014-11-27)
6A.5 (b)	2020 (2014-09-25)	2020 (2016-04-04)
6A.5 (c)	S0030T (2011-05-16)	S0030T (2014-11-27)
6A.8 (a)	Software and Shared Systems Procurement Directorate	Science and Software Systems Procurement Directorate
6A.8 (a)	E-mail address: AAALL.SLSA@tpsgc-pwgsc.gc.ca	E-mail address: TPSGC.AAALL-SLSA.PWGSC@tpsgc-pwgsc.gc.ca
6A.13 (d)	(d) The reports must be submitted on a quarterly basis to the Supply Arrangement Authority via email to aaall.slsa@tpsgc-pwgsc.gc.ca.	(d) The reports must be submitted on a quarterly basis to the Supply Arrangement Authority via email to TPSGC.AAALL-SLSA.PWGSC@tpsgc-pwgsc.gc.ca.
6B.1 (b)	2003 (2014-09-25)	2003 (2016-04-04)
6C.4 (a)(ii)	2010A (2014-09-25)	2010A (2016-04-04)
LIST OF ANNEXES:	Not applicable – New items	Annex X Software as a Service Offerings and Pricing Template Annex Y Software as a Service - Terms and Conditions Template

SOLICITATION EN578-100808/D IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH THE FOLLOWING:

Solicitation No. - N° de l'invitation
EN578-100808/D
Client Ref. No. - N° de réf. du client
EN578-100808

Amd. No. - N° de la modif.
014
File No. - N° du dossier
015eeEN578-100808

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

REQUEST

FOR

SUPPLY ARRANGEMENT (RFSA)

FOR

SOFTWARE LICENSING

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 The Software Acquisitions Reference Centre (SARC)
- 1.4 Key Terms
- 1.5 Debriefings

PART 2 - SUPPLIER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Arrangements
- 2.3 Federal Contractors Program for Employment Equity - Notification
- 2.4 Enquiries - Request for Supply Arrangement
- 2.5 Applicable Laws
- 2.6 Suppliers
- 2.7 Approved Resellers

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

- 3.1 Arrangement Preparation Instructions
- 3.2 Section I (a): Technical Arrangement
- 3.3 Section I (b): Financial Arrangement
- 3.4 Section II: Certifications

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Technical and Financial Evaluation
- 4.3 Basis of Selection
- 4.4 Financial Viability

PART 5 - CERTIFICATIONS

- 5.1 Certifications Precedent to Issuance of a Supply Arrangement
- 5.2 Code of Conduct and Certifications - Related documentation
- 5.3 Identification of Green Suppliers
- 5.4 Identification of Aboriginal Businesses as per the Procurement Strategy for Aboriginal Business (PSAB)
- 5.5 Owner/Employee Certification - Set-aside for Aboriginal Business
- 5.6 Supplier Certifies that All Software is "Off-the-Shelf"
- 5.7 Supplier Certification that no professional service, "as a service" (e.g. software as a service, infrastructure as a service, platform as a service etc.), hardware or appliance solutions are included in the Supplier's Arrangement.
- 5.8 Software Publisher Certification, Software Publisher Authorization, and Open Source Software Certification.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

SECTION 6A - RESULTING SUPPLY ARRANGEMENT CLAUSES

- 6A.1 Supply Arrangement
- 6A.2 Disclosure and Publication of Supply Arrangement
- 6A.3 Security Requirement
- 6A.4 Comprehensive Land Claim Agreement (CLCA) Requirements
- 6A.5 Standard Clauses and Conditions
- 6A.6 Certifications
- 6A.7 Applicable Laws
- 6A.8 Authorities
- 6A.9 Status of Supplier
- 6A.10 Identified Clients
- 6A.11 Authority to issue Contracts
- 6A.12 Terms Applicable to the Use of Approved Resellers
- 6A.13 Supply Arrangement Reporting
- 6A.14 Updating Annex D - Product List and Ceiling Prices
- 6A.15 Updating Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions
- 6A.16 Updating Annex F - Program Terms and Conditions
- 6A.17 Updating Annex H - List of Approved Resellers
- 6A.18 Condition to Remain a Qualified Supplier
- 6A.19 Suspension or Cancellation of a Supply Arrangement
- 6A.20 Use of Electronic Purchasing Tool
- 6A.21 Supplier Promotional or Marketing Literature

SECTION 6B - CONTRACTOR SELECTION METHODOLOGY

- 6B.1 General
- 6B.2 Contracting Authorities
- 6B.3 Contractor Selection
- 6B.4 Request for Quotation (RFQ) - Procedures
- 6B.5 Bid Solicitation - Procedures
- 6B.6 Bid Solicitation - Statement of Requirement
- 6B.7 Bid Solicitation - Evaluation and Contractor Selection Methodology
- 6B.8 Bid Solicitations - Financial Capability
- 6B.9 Bid Solicitation - Proof of Bid (PoB) Testing Top Ranked Responsive Bid
- 6B.10 Bid Solicitation - Submission of Bid Response - Instructions
- 6B.11 Notification of Bid Results
- 6B.12 Contract Against a Supply Arrangement - Procedures

SECTION 6C - RESULTING CONTRACT CLAUSES

- 6C.1 Reorganization of Client
- 6C.2 Defined Terms
- 6C.3 Optional Goods
- 6C.4 Standard Clauses and Conditions
- 6C.5 Security Requirement
- 6C.6 Contract Period
- 6C.7 Authorities
- 6C.8 Inspection and Acceptance
- 6C.9 Payment

- 6C.10 Invoicing Instructions
- 6C.11 Federal Contractors Program for Employment Equity - Default by Contractor
- 6C.12 Applicable Laws
- 6C.13 Priority of Documents
- 6C.14 Insurance Requirements
- 6C.15 Limitation of Liability - Information Management/Information Technology
- 6C.16 No Exclusions to Supplier's Obligations
- 6C.17 Intellectual Property Infringement and Royalties
- 6C.18 Licensed Software (if applicable)
- 6C.19 Software Maintenance and/or Support (if applicable)
- 6C.20 Safeguarding Electronic Media
- 6C.21 Access to Canada's Property and Facilities
- 6C.22 Confidentiality
- 6C.23 Termination for Convenience for Software Maintenance and/or Support
- 6C.24 Compliance Review
- 6C.25 Defence Contract
- 6C.26 Survival
- 6C.27 Entire Agreement

LIST OF ANNEXES:

- Annex A Key Terms
- Annex B Contract Template
- Annex C Security Requirements Check List
- Annex D Product List and Ceiling Prices
- Annex E Software Usage and Software Maintenance and Support - Terms and Conditions
- Annex F Program Terms and Conditions
- Annex G Software Categories & Descriptions
- Annex H List of Approved Resellers
- Annex I List of Approved PWGSC and Client Authorities
- Annex J Supply Arrangement Quarterly Reports Template
- Annex K Software Licensing Supply Arrangement Bid Solicitation Template
- Annex L Software Licensing Supply Arrangement Request for Quote Template
- Annex X Software as a Service Offerings and Pricing Template
- Annex Y Software as a Service - Terms and Conditions Template

FORMS:

- Form 1 Arrangement Submission Form
- Form 2 Software Publisher Certification Form
- Form 3 Software Publisher Authorization Form
- Form 4 Open Source Product(s) Certification Form
- Form 5 Certification Requirements for the Set-Aside Program for Aboriginal Business
- Form 6 Mandatory Vendor Arrangement Submission Checklist

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include: Annex A - Key Terms, Annex B - Contract Template, Annex C - Security Requirements Check List, Annex D - Product List and Ceiling Prices, Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions, Annex F - Program Terms and Conditions, Annex G - Software Categories & Descriptions, Annex H - List of Approved Resellers, Annex I - List of Approved PWGSC and Client Authorities, Annex J - Supply Arrangement Quarterly Reports Template, Annex K - Software Licensing Supply Arrangement Bid Solicitation Template, and Annex L - Software Licensing Supply Arrangement Request for Quote Template, Annex X - Software as a Service Offerings and Pricing Template, Annex Y - Software as a Service - Terms and Conditions Template.

1.2 Summary

- (a) Public Works and Government Services Canada (PWGSC), on behalf of Canada, is implementing this procurement vehicle for the delivery of various Off-the-shelf software licenses and related software maintenance and/or support, as required by Canada, in support of its various programs, operational needs and projects. No professional service, "as a service" (e.g. software as a service, infrastructure as a service, platform as a service etc.), hardware or appliance solutions may be sold under this vehicle. It should be noted that this procurement vehicle is one of a number of vehicles that may be used to acquire such goods.

- (b) The RFSA is issued to satisfy the requirement of Canada to establish Supply Arrangements, including a Catalogue (hereinafter referred to as the Software Licensing Supply Arrangement (SLSA) Catalogue) for Off-the-shelf software licenses and related software maintenance and/or support.
- (c) The RFSA is also being used to establish SAs with Aboriginal firms (Aboriginal SAs) as defined under the Procurement Strategy for Aboriginal Business (PSAB), to allow for the possibility of using the SLSA for a Client's set aside requirements.
- (d) Any requirement for delivery to a destination in a land claims area will be actioned as a separate requisition outside of the SAs.
- (e) Any resulting SAs may be used to acquire Goods for any Government Department, Departmental Corporation or Agency, or other Crown entity described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client").
- (f) A Notice and the RFSA will be posted continuously on the Government Electronic Tendering Service (GETS) to allow suppliers to become qualified for a SA(s) at any given time.
- (g) All firms, including Aboriginal firms, are invited to submit Arrangements under this RFSA. On the basis of the selection criteria specified in the RFSA, SAs with Suppliers under both open and Aboriginal streams will be recommended for issuance.

Those fully compliant Arrangements that meet the PSAB eligibility criteria, will be recommended for issuance of an Aboriginal SA. Aboriginal SAs may be used by Approved PWGSC and Client Authorities, at their discretion, for both set-aside requirements and non-PSAB contracts.
- (h) The order of evaluation of arrangements will be at Canada's sole discretion. The intent is to evaluate arrangements on a first come, first served basis, however, this may change, as required, to meet Canada's operational requirements.
- (i) Canada will not award a Supplier a SA or delay award of Contract(s) to other Suppliers if a Supplier has not submitted completed documentation in its response or has submitted documentation that deviates from the terms of the RFSA.
- (j) All SAs will be effective from the date of issuance up to and including September 30th, 2018, or until such time as Canada no longer considers it to be advantageous to have the SAs in place.
- (k) Once a Supplier qualifies for a SA they will not be required to qualify again for additional categories. Canada will amend the existing SA for these Suppliers, at its sole discretion, to include one or more additional software categories at the Supplier's request, provided the required certifications are met.
- (l) There is no security requirement associated with the issuance of a SA. The Contracts issued against this SA may, however, be subject to security requirements.
- (m) Requirements may be subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Peru Free Trade Agreement, the Canada-Columbia Free Trade Agreement and/or the Agreement on Internal Trade (AIT).

Requirements under PSAB are not subject to the international trade agreements and AIT does not apply to procurements that are restricted to Aboriginal businesses under PSAB.

1.3 The Software Acquisition Reference Centre (SARC)

- (a) The SLSA Catalogue, a list of the SLSA Suppliers, all SLSA forms and templates, Annex I - List of Approved PWGSC and Client Authorities, Annex G - Software Categories & Descriptions, the SLSA Teams contact information and more are available on the SARC Website at <http://logiciels-software.tpsgc-pwgsc.gc.ca>

1.4 Key Terms

- (a) Key terms are defined in Annex A - Key Terms.

1.5 Debriefings

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

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the Request For Supply Arrangement (RFSA) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca>) issued by Public Works and Government Services Canada (PWGSC).
- (b) Suppliers who submit an Arrangement(s) agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the SA and resulting Contracts.
- (c) The 2008 (2016-04-04) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.
- (d) The following SACC Manual Clauses are incorporated by reference into and form part of the RFSA:
- (e) S0030T (2014-11-27) Financial Viability;

2.2 Electronic Submission of Arrangements

- (a) **Email submission:** Arrangements must be submitted by email to TPSGC.AAALL-SLSA.PWGSC@tpsgc-pwgsc.gc.ca.
- (b) **Format of Email Attachments:** The approved formats for email attachments are any combination of:
 - (i) PDF attachments; and
 - (ii) Documents that can be opened with either Microsoft Word or Microsoft Excel.
- (c) **Email Size:** Suppliers should ensure that they submit their response in multiple emails if any single email, including attachments, exceeds 5 MB.
- (d) **Email Title:** Suppliers are requested to include the RFSA No. EN578-100808/D in the "subject" line of each email forming part of the response.

2.3 Federal Contractors Program for Employment Equity - Notification

- (b) The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to [Employment and Social Development Canada \(ESDC\)](#) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [ESDC-Labour's website](#).

2.4 Enquiries - Request for Supply Arrangement

- (a) All enquiries must be submitted in writing to the Supply Arrangement Authority.
- (b) Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken to explain each question in sufficient detail in order to

enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. It is at the sole discretion of Canada whether or not to distribute the information based on the nature of enquiry.

2.5 Applicable Laws

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

2.6 Suppliers

- (a) **Software Publishers as Suppliers:** Software Publishers are permitted to submit an Arrangement(s) and qualify as a Supplier in their own right. A Software Publisher directly contracting with Canada must submit the certification form, in accordance with Part 5, Section 5.8(a).
- (b) **Resellers as Suppliers:** Entities other than Software Publishers are permitted to submit an Arrangement(s) and qualify as a Supplier in their own right and need not be specified as a Reseller under a Software Publisher's SA, regardless if such SA is in place. An entity other than a Software Publisher directly contracting with Canada must submit certification from a Software Publisher(s), in accordance with Part 5, Section 5.8(b), that the Supplier has been authorized to supply the Software Publisher's products.
 - (i) In such case, SACC Manual 4003-02.1 License Grant is amended to the following:

The Contractor or the Software Publisher, as the case may be, grants to Canada a non-exclusive license to use and reproduce the Licensed Software in accordance with the conditions of the Contract.
 - (ii) In such case, SACC Manual 4003-13.1 Right to License is amended to the following:

The Contractor or the Software Publisher, as the case may be, guarantees that it has the right to license the Licensed Software and full power and authority to grant to Canada all the rights granted under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Canada agrees that its only remedy and the Contractor's entire obligations in relation to a breach of this guarantee are the remedies and obligations set out in the section entitled "Intellectual Property Infringement and Royalties" contained in the General Conditions or in the Articles of Agreement, as the case may be.

2.7 Approved Resellers

- (a) The RFSA allows Suppliers to supply Off-the-shelf software products and software maintenance and/or support to Canada through or using the services of Approved Resellers.
- (b) If a Supplier is entering into a SA and will be supplying through an Approved Reseller(s), that Approved Reseller(s) must be listed under Annex H - List of Approved Resellers. The Supplier's use of Approved Resellers to supply deliverables pursuant to the SA does not relieve the Supplier from meeting its obligations to Canada pursuant to the SA and the Supplier acknowledges that it is the party that is contractually obligated for all performance under a SA, regardless of whether an Approved Reseller is utilized or not.
- (c) Approved Resellers must be classified as either:
 - (A) **Class 1 Reseller** - appointed by the Supplier for the purposes of responding to Request for Quotations and Bid Solicitations on behalf of the Supplier, receiving and fulfilling Contracts, and for the purposes of receiving payment; or
 - (B) **Class 2 Reseller** - appointed by the Supplier for the purposes of fulfilling Contracts and for the purposes of receiving payment.

Approved Reseller(s) may not be classified as both a Class 1 and Class 2 Reseller.
- (d) A Supplier's Approved Reseller(s) must be approved by the Supply Arrangement Authority and specified in Annex H - List of Approved Resellers before being entitled to supply the products offered in the Supplier's SA.
- (e) An Approved Reseller may only be named once in a Supplier's Annex H - List of Approved Reseller. Multiple addresses for each Approved Reseller is not permitted.

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

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

- (a) Canada requests that Suppliers provide their Arrangement(s) in separate sections as follows:
 - (iii) Section I: (a) Technical Arrangement, and (b) Financial Arrangement;
 - (iv) Section II: Certifications.
- (b) Canada requests that Suppliers follow the format instructions described below in the preparation of the Arrangement:
 - (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (ii) use a numbering system and section titling scheme that corresponds to that of the RFSA.
- (c) Canada requests that Suppliers Arrangements be limited to one Publisher's product offerings. It is requested that different Publisher's product offerings be submitted in separate Arrangement submissions.

3.2 Section I (a): Technical Arrangement

- (a) In the technical Arrangement, the Suppliers must demonstrate that they comply with each requirement contained in the RFSA and provide all documents and information that is requested. The technical Arrangement should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Arrangement will be evaluated.
- (b) Canada requests that the Suppliers address and present topics and information in the format outlined in the applicable annex and/or form of the RFSA. Writable copies of all of the required forms and templates are available on the Software Acquisition and Reference Centre (SARC) website at: <http://logiciels-software.tpsgc-pwgsc.gc.ca>.
- (c) **The technical Arrangement consists of:**
 - (i) **Arrangement Submission Form:** Form 1 - Arrangement Submission Form must accompany the Arrangement(s). It provides a common form in which Suppliers can provide information required, such as a contact name, the Supplier's Procurement Business Number, the Suppliers status under the Federal Contractors Program for Employment Equity, etc. If Canada determines that the information required by the Arrangement Submission Form is incomplete or requires correction, Canada will provide the Supplier with an opportunity to submit the required corrections.
 - (ii) **Software Usage and Software Maintenance and Support - Terms and Conditions:** Suppliers must submit Software Usage and Software Maintenance and Support - Terms and Conditions as specified in (A) and (B) below, to be included in Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions of the resulting SA(s).

The Supplier acknowledges and agrees that by submitting an Arrangement that any terms contained in Annex E - Supplier's Software Usage and Software Maintenance and Support - Terms and Conditions that purport to interpret the RFSA, or are the same or

similar subject matter or related to, the terms contained in the RFSA and Resulting Contract Clauses are deemed stricken and are of no force or effect.

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

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

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

- (B) **Maintenance and Support:** Terms and Conditions that outline the Supplier's maintenance and/or support offering may consist of a single document which applies to all software products or may consist of multiple product specific documents. Should a Supplier submit multiple product specific software maintenance and/or support terms, the Supplier must clearly outline which products listed in Annex D - Product List and Ceiling Prices, the terms apply to. If software maintenance and support terms are already specified in the Software Usage Terms and Conditions, duplicate terms need not be provided.

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

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

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

- (iii) **Program Terms and Conditions:** Suppliers may submit Program Terms and Conditions as specified in (A) below, to be included in Annex F - Program Terms and Conditions of the resulting SA.

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

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

Examples of Programs include enterprise programs, volume based programs, and business level agreements.

The following may be addressed in these terms:

- (a) Additional grants, rights, or entitlements;
- (b) Volume discount programs.

Electronic copies: soft copies of Program Terms and Conditions must be provided in PDF format and must be titled as Annex F - Program Terms and Conditions.

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

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

- (A) **Reseller Name:** Supplier must provide the full legal name of the Approved Reseller.
- (B) **Address:** Supplier must provide the Approved Reseller's full address. Note only one address per Approved Reseller is permitted.
- (C) **Contact Name:** Supplier must provide one point of contact (resource person) for each Approved Reseller.
- (D) **Telephone:** Supplier must provide one point of contact (telephone number) for each Approved Reseller.
- (E) **Email Address:** Supplier must provide one point of contact (email address) for each Approved Reseller.

- (F) **Website:** Supplier must provide the Approved Reseller's website address.
- (v) Form 6 - Mandatory Vendor Arrangement Submission Checklist must accompany the Arrangement(s). It provides a common form in which Suppliers can verify that their arrangement includes all of the required information to be deemed complete, prior to submitting. If Canada determines that the checklist and/or Arrangement submission is incomplete or requires correction, Canada will provide the Supplier with an opportunity to submit the required corrections.
- (vi) The Supplier acknowledges and agrees that by submitting an Arrangement(s) that all other terms submitted as part of the Technical Arrangement are deemed stricken and form no part of the supply Arrangement.

3.3 Section I (b): Financial Arrangement

- (a) In the financial Arrangement, the Suppliers must submit a product list with ceiling prices. It is required that the product list and ceiling prices section of the Arrangement be submitted as per the template provided in Annex D - Product List and Ceiling Prices of the RFSA. The financial Arrangement should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Arrangement will be evaluated.
- (b) A writable copy of Annex D - Product List and Ceiling Prices is available on the Software Acquisition and Reference Centre (SARC) website at: <http://logiciels-software.tpsgc-pwgsc.gc.ca>.
- (c) **The financial Arrangement consists of:**
- (i) **Product List and Ceiling Prices:** Suppliers must submit a product list with ceiling prices, to be included in Annex D - Product List and Ceiling Prices of the resulting SA. Suppliers must only include Licensed Software and Software Maintenance and/or Support in their Annex D - Product List and Ceiling Prices. No professional service, "as a service" (e.g. software as a service, infrastructure as a service, platform as a service etc.), hardware or appliance solutions may be included.

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

- (A) **Manufacturer's Part No.:** Supplier must provide the part number that the Software Publisher uses to identify the product commercially;
- (B) **Manufacturer's Product Name:** Supplier must provide the commercial product name that the Software Publisher uses to identify the product commercially. In the instance of maintenance and support line items the Supplier must include details on how the maintenance and support cost is calculated (i.e. X% of the lesser between the SLSA ceiling price or the price paid for the license) when a generic maintenance and support line item is included;
- (C) **Manufacturer's Name:** Supplier must provide the name of the Software Publisher that owns the Intellectual Property rights to the product;
- (D) **Ceiling Price Per License:** Suppliers must submit ceiling unit prices for all items proposed in Annex D - Product List and Ceiling Prices. The prices must be:
- (a) Ceiling unit price;

- (b) in Canadian dollars;
 - (c) exclusive of Goods and Services Tax or Harmonized Sales tax; and
 - (d) for a period no greater than one year.
- (E) **License Type:** Supplier must enter the license type (such as “per user”, “per CPU”, “per device”, etc.) under which the software will be licensed to Canada;
- (F) **Software Category:** the Supplier must enter the applicable software category or categories of the product. The software category must correspond with the category descriptions under Annex G - Software Categories & Descriptions available on the SARC website at <http://logiciels-software.tpsgc-pwgsc.gc.ca>.
- (G) **Language(s) available:** The Supplier must provide the language(s) under which the software is available, designated as “EN” for English, “FR” for French, or “EN, FR” for both;
- (H) **Product Information:** The Supplier may provide a web site URL containing product information; and
- (I) **Platform:** The Supplier must specify the platform(s) on which the software can operate (e.g. Windows, Linux, Unix).
- (ii) **Price reference:** Supplier must provide a price reference(s) to substantiate that their proposed prices are fair and reasonable. Examples of acceptable price references include, but are not limited to, the following: Published Price Lists, copies of invoices issued for the proposed products, GSA Advantage prices.

3.4 Section II: Certifications

Suppliers must submit the certifications required under Part 5 - Certifications.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Technical and Financial Evaluation

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

(b) **Technical Evaluation - Mandatory Technical Criteria:**

The mandatory technical requirements are as follows:

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

(c) **Financial Evaluation - Mandatory Financial Criteria:**

The mandatory financial requirements are as follows:

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

4.3 Basis of Selection

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

4.4 Financial Viability

- (a) SACC Manual clause S0030T (2014-11-27) Financial Viability.

PART 5 - CERTIFICATIONS

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

5.1 Certifications Precedent to Issuance of a Supply Arrangement

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

5.2 Integrity Provisions - Associated Information

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

5.3 Identification of Green Suppliers

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

Green Company:

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

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

- (a) To be awarded an Aboriginal SA, Aboriginal Businesses must complete the PSAB "Certification Requirements for the Set-Aside Program for Aboriginal Business." Suppliers are requested to provide this information using the Certification Requirements for the Set-Aside Program for Aboriginal Business Form (form 5) included in the RFSA.

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

- (b) By executing this certification the Supplier:
- (i) certifies that it meets, and will continue to meet throughout the duration of the Supply Arrangement, the requirements described in the Annex 9.4 (Procurement Strategy for Aboriginal Business) of the Supply Manual <https://buyandsell.gc.ca>.
 - (ii) agrees that any subcontractors it engages under the Arrangement must satisfy the requirements described in the above mentioned annex.
 - (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

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

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

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

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

Printed name of owner and/or employee
Signature of owner and/or employee
Date

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

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

5.7 Supplier Certification that no professional service, "as a service" (e.g. software as a service, infrastructure as a service, platform as a service etc.), hardware or appliance solutions are included in the Supplier's Arrangement.

- (a) All proposed software and software maintenance and/or support in response to this RFSA must consists solely of software and software maintenance and/or support. No professional service, "as a service" (e.g. software as a service, infrastructure as a service, platform as a service etc.),

hardware or appliance solutions are permitted to be sold under this vehicle. By submitting an Arrangement, the Supplier is certifying that all the products proposed consist solely of software and software maintenance and/or support.

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

- (a) **Software Publisher Certification:** If the Supplier is the Software Publisher for any of the proprietary software component(s) it proposes, the Supplier must confirm in writing that it is the Software Publisher. Suppliers are requested to provide this information using the Software Publisher Certification Form (form 2) included with the RFSA.
- (b) **Software Publisher Authorization:** Any Supplier that is not the Software Publisher of all the proprietary software products or components proposed as part of its Arrangement must submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Supplier). No Supply Arrangement will be awarded to a Supplier who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Supplier originates with multiple Software Publishers, authorization is required from each Software Publisher. Suppliers are requested to provide this information using the Software Publisher Authorization Form (form 3) included with the RFSA.
- (c) **Open Source Product(s) Certification:** For any non-proprietary (open source) products, the Supplier must provide certification that the Supplier has the rights to licence the products in accordance with the terms and conditions of the SA. Suppliers are requested to provide this information using the Open Source Product(s) Certification Form (form 4) included with the RFSA.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

SECTION 6A -SUPPLY ARRANGEMENT

6A.1 Supply Arrangement

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

6A.2 Disclosure and Publication of Supply Arrangement

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

6A.3 Security Requirement

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

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

- (a) CLCA requirements are outside the scope of the SA and are to be actioned as separate requirements.

6A.5 Standard Clauses and Conditions

- (a) All clauses and conditions identified in the SA and resulting Contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- (b) **General Conditions**

2020 (2016-04-04) General Conditions - Supply Arrangement - Goods or Services, apply to and forms part of the SA.

(c) **SACC Manual Clauses:**

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

6A.6 Certifications

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

6A.7 Applicable Laws

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

6A.8 Authorities

- (a) **Supply Arrangement Authority**

The Supply Arrangement Authority is:

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

Name: _____
Title: _____
Public Works and Government Services Canada
Acquisitions Branch
Science and Software Systems Procurement Directorate
Place du Portage, Phase III, 4C1
11 Laurier Street,
Gatineau, Quebec K1A 0S5

Telephone: _____
Facsimile: 819-953-3703
E-mail address: TPSGC.AAALL-SLSA.PWGSC@tpsgc-pwgsc.gc.ca

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

- (b) **Supplier's Representative**

The Supplier's Supply Arrangement Representative is:

Name: _____
Title: _____
Address: _____

Telephone: _____

Facsimile: _____
E-mail address: _____

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

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

6A.10 Identified Clients

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

6A.11 Authority to issue Contracts

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

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

(a) Supply Through Approved Reseller(s)

- (i) The Supplier may supply Off-the-shelf software licenses and related software maintenance and/or support to Canada under the SA through Approved Reseller(s) named within its SA.
- (ii) The Supplier is responsible for its obligations under the SA, regardless of the acts or omissions of its Approved Reseller(s) or any employee or agent of its Approved Reseller(s) in carrying out or purported carrying out of the Supplier's obligations under any resulting Contract(s). The Supplier agrees and understands that it shall be the responsibility of the Supplier to remedy any breach of the terms and conditions of the SA resulting from a Approved Reseller's fulfillment of the Contract.
- (iii) Subject to sub-clause 6A.12 (a)(ii), where the Supplier intends to supply Goods through an Approved Reseller(s), any of the Supplier's obligations regarding the fulfillment of a resulting Contract may be performed by its Approved Reseller(s).
- (iv) Receipt of payment by Approved Reseller(s) for Goods acquired through a Contract shall be deemed to be receipt of payment by the Supplier.

- (v) Reseller(s) must be approved by the Supply Arrangement Authority and specified in Annex H - List of Approved Resellers before being entitled to supply any of the products offered within the SA to Canada.
 - (vi) If during the term of the SA, there is a change of status in the Approved Reseller(s) named in Annex H - List of Approved Resellers, the Supplier shall inform the Supply Arrangement Authority immediately in writing.
 - (vii) It is the Supplier's responsibility to provide information on the content of its SA and any revision to it to its Approved Reseller(s).
- (b) **Suspension of the right to use an Approved Reseller**
- (i) Canada, at its sole discretion, upon finding an Approved Reseller has not adhered to the terms of the SA, may suspend an Approved Reseller under the SA by giving a written notice to the Supplier. The Approved Reseller's suspension will apply to all SAs under which the Approved Reseller is listed. Canada is not required to forward a copy of such written notice to the Reseller;
 - (ii) An Approved Reseller's suspension under the SA will take effect on the date of receipt of the written notice or at the expiration of a cure period specified in the notice, if the Supplier has not cured the default to the satisfaction of Canada within that cure period;
 - (iii) Canada may, at its sole discretion, extend or impose a suspension period or remove the Approved Reseller(s) permanently from Annex H - List of Approved Resellers if there is a reoccurrence of the offence(s) which the notice has been based on.

6A.13 Supply Arrangement Reporting

- (a) The Supplier must compile and maintain data records on its provision of goods to Canada that are acquired through Contracts resulting from the SA.
- (b) The report must be in the format provided in Annex J - Supply Arrangement Quarterly Reports Template. A writable copy of Annex J - Supply Arrangement Quarterly Reports Template is available on the Software Acquisition and Reference Centre (SARC) website at: <http://logiciels-software.tpsgc-pwgsc.gc.ca>.
- (c) If information is not available, the reason for omission must be indicated. If no goods are provided during a specific period the Supplier must provide a "NIL" report.
- (d) The reports must be submitted on a quarterly basis to the Supply Arrangement Authority via email to TPSGC.AAALL-SLSA.PWGSC@tpsgc-pwgsc.gc.ca. The quarterly reporting periods and due dates for submission are:

Quarter	Period	Due Date
1	April 1 to June 30	August 31 of the same year
2	July 1 to September 30	November 30 of the same year
3	October 1 to December 31	February 28 of the following year
4	January 1 to March 31	May 31 of the same year

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

6A.14 Updating Annex D - Product List and Ceiling Prices

- (a) The Supplier may be permitted to update Annex D - Product List and Ceiling Prices on the first business day of each quarter. To be actioned, the Supply Arrangement Authority must receive the modification request at least thirty calendar days in advance of the scheduled update. In regards to quarters within which significant exchange rate fluctuations occur and/or demand for an additional product exist, and/or other special circumstances exist, PWGSC at its sole discretion may accept Annex D updates from Supplier outside the established quarterly update schedule.
- (b) The Annex D - Product List and Ceiling Prices quarterly update periods and due dates for submissions are:

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

- (c) When requesting a modification the Supplier must:
- (i) Provide all updated changes in a document with all of the changes clearly highlighted using the following legend:
- Yellow – Added product
 - Red – Deleted product
 - Blue – Modified
- (ii) Provide a detailed explanation and justification for the modifications requested. This information can either be directly included in the highlighted document or be submitted in a separate document.
- (iii) Provide a revised Annex D - Product List and Ceiling Prices which includes all products and ceiling prices offered in the SA (originally approved and newly added). A writable copy of Annex D - Product List and Ceiling Prices is available on the Software Acquisition and Reference Centre (SARC) website at: <http://logiciels-software.tpsgc-pwgsc.gc.ca>.
- (d) By submitting an Annex D update request the Supplier is certifying that the change(s) highlighted in the amendment request is/are the only change(s) made to the updated Supplier's Annex D - Product List and Ceiling Prices. If any changes other than the ones identified in the Supplier's amendment request are made to the Annex D - Product List and Ceiling Prices, the Supplier understands that the Government of Canada may adjust these unidentified changes back at any time or suspend the SA.
- (e) Canada reserves the right to reject or negotiate the requested change prior to processing. If Canada and the Supplier cannot reach an agreement regarding the requested modifications, the Supplier may elect to remove such products from Annex D - Product List and Ceiling Prices.

- (f) The Supplier must submit with the modification request, if required as a result of the modifications, any additional certifications. If any of these required certifications are not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will void the modification request or create delay in processing Supplier's request(s).
- (g) The Annex D - Product List and Ceiling Prices must only include Off-the-shelf software licenses and related software maintenance and/or support. No professional service, "as a service" (e.g. software as a service, infrastructure as a service, platform as a service etc.), hardware or appliance solutions may be sold under this SA.

6A.15 Updating Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions

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

6A.16 Updating Annex F - Program Terms and Conditions

- (a) Subject to the restrictions and exclusions set out in Article 3.2 of PART III of the RFSA, the Supplier may be permitted to update Annex F - Program Terms and Conditions on the first business day of each quarter. To be actioned, the Supply Arrangement Authority must receive the modification request, at least thirty calendar days in advance of the scheduled update.
- (b) When requesting a modification the Supplier must provide a revised Annex F - Program Terms and Conditions which includes all Program Terms and Conditions included in the SA (originally

approved and newly added). The modification request must also clearly highlight all proposed changes to the existing Annex F - Program Terms and Conditions. Canada reserves the right to reject or negotiate the requested change.

- (c) The Supplier's modification request must not result in Canada being required by the Supplier to pay any additional license fees for any owned licenses already accepted and paid for by Canada and/or as part of irrevocable options under existing Contract(s).
- (d) Only terms which are presented in full and directly included in Annex F - Program Terms and Conditions will form part of the SA and resulting Contract(s). Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise shall not form part of the SA or resulting Contract(s).
- (e) Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained in or on the software packaging or conditions that may accompany the software in any manner, regardless of any notification to the contrary and regardless of whether Canada has signed such agreements.

6A.17 Updating Annex H - List of Approved Resellers

- (a) The Supplier may be permitted to update Annex H - List of Approved Resellers as required. To be actioned, the modification request must be sent to the Supply Arrangement Authority at least ten business days prior to the requested change date.
- (b) When requesting a modification the Supplier must provide a revised Annex H - List of Approved Resellers. The modification request must also clearly highlight all proposed changes to the existing Annex H - List of Approved Resellers as well as information on the reason of a withdrawal, if requested to do so by Canada.
- (c) The Supplier agrees and understands that any removal from the Annex H - List of Approved Resellers will not obligate Canada to amend awarded Contracts against the SA.

6A.18 Condition to Remain a Qualified Supplier

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

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

6A.19 Suspension or Cancellation of a Supply Arrangement

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

- (ix) Information is provided to Clients by the Supplier that conflicts with any aspect of the terms and conditions, pricing, or availability of systems currently listed in the SA.
- (b) Removal or Suspension of the Supplier's SA does not affect the right of Canada to pursue other remedies or measures that may be available.
- (c) The Supplier acknowledges that Canada has the right to publish information regarding the status of the Supplier's SA, including information related to the suspension, cancellation or withdrawal of the Approved Reseller(s), if applicable.

6A.20 Use of Electronic Purchasing Tool

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

6A.21 Supplier promotional or marketing literature

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

SECTION 6B - CONTRACTOR SELECTION METHODOLOGY

6B.1 General

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

Canada shall acquire Goods listed in the SLSA Catalogue by:

- (i) directing a Contract to a specific Supplier; or,
- (ii) issuing a Contract to the selected Supplier following the issuance of a Request for Quotation (RFQ) or Bid Solicitation.
- (b) Suppliers will be bound by instructions contained in the 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements which are incorporated by reference into and will form part of each RFQ or Bid Solicitation. If there is a conflict between the provisions of 2003 and Part 6B, Part 6B prevails.
- (c) Subsections 04 and 05 of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above are deleted in their entirety and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.

5. Canada may, at any time, request that a bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.”

- (d) **Federal Contractors Program for Employment Equity**

Note:

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

- (i) The Federal Contractors Program (FCP) for Employment Equity applies to departments and agencies listed at Schedules I, I.1 and II of the Financial Administration Act (FAA) and subject to the Treasury Board Contracting Policy.

A. **Federal Contractors Program for Employment Equity - Bid Certification**

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

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

6B.2 Contracting Authorities

- (a) Client and PWGSC officers who have been given the authority by PWGSC to use the SLSA are listed in Annex I - List of Approved PWGSC and Client Authorities available on the SARC website at <http://logiciels-software.tpsgc-pwgsc.gc.ca>. Canada may, at any time, modify Annex I - List of Approved PWGSC and Client Authorities to add, delete or modify information on authorities.
- (b) Suppliers are responsible to verify and confirm that the requester is an Approved Authority and has not exceeded the contracting limitation for the given requirement.
- (c) **Approved Client Authority Contracting Limits:**

(i) **Sole Source:**

Approved Client Authorities are authorized to direct and award resulting Contracts against SAs for requirements valued below \$25,000.00.

(ii) **Request For Quotations:**

Subject to 6B.3 below, Approved Client Authorities are authorized to issue RFQs and award resulting Contracts against SAs based on the number of Sources of Supply, as determined in accordance with the guidelines detailed below. A Source of Supply is defined as a Supplier with the required Manufacturer part number in its Annex D - Product List and Ceiling Prices, or a Class 1 Reseller listed under a Supplier's Annex H - List of Approved Resellers. When a Supplier has Class 1 Resellers listed in Annex H - List of Approved Resellers, only the Class 1 Resellers shall count towards the number of Sources of Supply.

(A) Approved Client Authorities may issue RFQs and award resulting Contracts against SAs for requirements below \$25,000.00 CAD (GST/HST/QST included).

(B) When two Sources of Supply exist for a given requirement, Approved Client Authorities are authorized to issue RFQs and award resulting Contracts against SAs for requirements below \$40,000.00 CAD (GST/HST/QST included).

- (C) When three to five Sources of Supply exist for a given requirement, Approved Client Authorities are authorized to issue RFQs and award resulting Contracts against SAs for requirements below \$75,000.00 CAD (GST/HST/QST included).
- (D) When six or more Sources of Supply exist for a given requirement, Approved Client Authorities are authorized to issue RFQs and award resulting Contracts against SAs for requirements below \$100,000.00 CAD (GST/HST/QST included).

Approved Client Authorities must issue RFQs to all Sources of Supply of the requirement.

(iii) **Bid Solicitations:**

Approved Client Authorities are authorized to issue Bid Solicitations and award resulting Contracts against SAs for requirements valued below \$100,000.00 CAD (GST/HST/QST included).

(d) **Shared Services Canada Client Authority**

The contracting dollar limitations set out in 6B.2(c) above do not apply to the Client Authority Shared Services Canada.

(e) **PWGSC Contracting Authority**

All procurements in excess of a Client's authority will be initiated and managed by PWGSC, on behalf of the Client. PWGSC may also manage requirements that are within a Client's authority.

6B.3 Contractor Selection

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

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

- (i) If only one Source of Supply exists for the required software products or related software maintenance and/or support, Canada may request that the Supplier submit price support prior to any Contract award. Canada reserves the right to negotiate with the Supplier if it is determined that the prices being offered do not represent good value to Canada.

(b) **Requirements valued at \$25,000.00 CAD (GST/HST/QST included) or greater**

- (i) **RFQ Process:** For requirements when only one product or combination of products can meet Canada's technical requirements, Canada will issue a RFQ by posting a notice on the Government Electronic Tendering Service (GETS) and/or sending a RFQ directly to all Sources of Supply when more than one source of supply exist.
- (ii) **Bid Solicitation Process:** If multiple software products are available from the SLSA Catalogue that can meet Canada's technical requirements, Canada may issue a Bid Solicitation. When possible, Canada will identify the software category(ies) that apply to the requirements. If Canada determines that there is no sufficient capability under the SLSA Catalogue or it is a complex and/or specialized requirement, Canada may acquire the Goods outside the SLSA Catalogue and extend the competition to all firms by posting a formal bid solicitation document on GETS.

(c) **Set-Aside / Aboriginal Business**

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

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

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

- (a) For requirements in which only one product or combination of products can meet Canada's technical requirements, Canada may in cases under \$25,000.00 and must in cases over \$25,000.00, issue a RFQ by posting a notice on GETS and/or sending a RFQ directly to all Sources of Supply for the requirement when more than one source of supply exist.
- (b) Suppliers will have 5 working days, or as specified by the Contracting Authority, whichever is longer, to respond to Canada.
- (c) Each RFQ must contain at a minimum the following information. Annex L - Software Licensing Supply Arrangement Request for Quote Template may be used to conduct RFQs.
- (i) Name and contact information of the Contracting Authority
 - (ii) SA number against which the Contract will be awarded
 - (iii) Name of the Client Department
 - (iv) Bid closing date and time;
 - (v) Address and contact information for submission of bids;
 - (vi) Requisition Number or Client Reference Number;
 - (vii) Security provisions (if applicable);
 - (viii) Federal Contractors Program (FCP) for Employment Equity as per 6B.1;
 - (ix) List of the initial requirement's (and if applicable optional requirement's) Software Publisher's part number(s) and product name(s) as listed in the SLSA Catalogue;
 - (x) List of initial requirement's (and if applicable optional requirement's) period of software subscription(s) and/or maintenance and/or support (if applicable);
 - (xi) Quantity for each initial requirement (and if applicable optional requirement);
 - (xii) Licensing metric for each initial requirement (and if applicable optional requirement); and
 - (xiii) An area to calculate the Total Bid Price.
 - (xiv) The statement: **ALL OTHER TERMS AND CONDITIONS ARE PER THE SUPPLY ARRANGEMENT.**

- (d) For RFQs which are sent directly to Sources of Supply, Canada will send the RFQ to all Sources of Supply to the email addresses specified in the SAs. It is the Supplier's responsibility to ensure the accuracy of contact information for itself and its Approved Resellers. Canada's sole responsibility is to forward the RFQ to the email address(es) specified by the Supplier.
- (e) Suppliers may only accept and respond to RFQs originating from Approved Authorities (see Annex I - List of Approved PWGSC and Client Authorities available on the SARC website at <http://logiciels-software.tpsgc-pwgsc.gc.ca>.)
- (f) **Technical Evaluation** - Only responses to RFQs that include the following will be considered by Canada:
- (i) Supplier's SA number;
 - (ii) The name of the Bidder (Bidders are requested to include their name on each page of the response) ;
 - (iii) Unit Price for each of the Manufacturer's Part Number & Product Name. The Manufacturer's Part Number & Product Name must be identical to those listed in the issued RFQ and must be contained in the SA's Annex D – Product List and Ceiling Prices at the time of the RFQ closing date;
 - (iv) Prices in Canadian dollars;
 - (v) Prices are exclusive of the Goods and Services Tax or the Harmonized Sales Tax, FOB destination, Canadian customs duties and excise taxes included. A firm price initial requirement that does not exceed the applicable ceiling prices in the Supplier's SA at the RFQ closing date; and
 - (vi) Firm ceiling prices for any irrevocable options or for any additional maintenance and/or support periods.
- (g) **Financial Evaluation - Total Bid Price (TBP):** The financial evaluation will be conducted by calculating the TBP using the Pricing Tables completed by bidders. If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder. The financial evaluation process will be as follows:
- (i) The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.
 - (ii) The TBP is the arithmetic sum of the prices for the Software during the Initial Contract Period including Option Periods (if requested) including the total price of the software maintenance and/or support (if requested) during the Initial Contract Period and Option Periods (if requested) as provided in the bidder's financial bid and as verified by the Approved Authority.
- (h) **Enquiries:** All enquiries must be submitted in writing to the Approved Authority. Bidders should reference as accurately as possible the numbered item to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such

except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

- (i) **Submission of Bids:** Bids must be submitted to the location specified and by the date, time and place indicated in the RFQ. It is the Bidder's responsibility to ensure that the bid has been received by Canada.
- (j) **Basis of Selection:** If there are two or more compliant bids, the Contract will be awarded to the bidder with the lowest total bid price. If more than one bidder is ranked first because of identical overall price, then the Supply Arrangement Authority will be notified in writing and the RFQ will be re-tendered to the first ranked bidders.
- (k) **Only One Bid Received in Response to a RFQ:** If only one response that meets the requirements is received, Canada has the right to request that the bidder submit price support prior to Contract award. If Canada determines that the prices being bid do not represent good value to Canada, Canada reserves the right to reject the offer or negotiate with that Bidder.
- (l) **Cancellation of RFQ:** Canada has the right to cancel a RFQ at any time and to re-issue the same or a similar RFQ at a later date.

6B.5 Bid Solicitation - Procedures

- (a) For software solutions that exceed \$25,000.00 CAD (GST/HST/QST included) and when there is more than one Source of Supply and there is more than one specific Manufacturer's Part Number and Product Name available to meet the requirement through the SLSA Catalogue, Canada, at its own discretion, will issue bid solicitations documents to all SLSA Suppliers through GETS.
- (b) Suppliers will have a minimum of 15 calendar days to respond to Canada or as specified by the Contracting Authority, whichever is longer.
- (c) For Bid Solicitations, Annex K - Software Licensing Supply Arrangement Bid Solicitation Template must be used.
- (d) Suppliers must only accept and respond to Bid Solicitations from an Approved Authority (see Annex I - List of Approved PWGSC and Client Authorities available on the SARC website at <http://logiciels-software.tpsgc-pwgsc.gc.ca>.)
- (e) Each bid solicitation must contain the minimum following information. Annex K - Software Licensing Supply Arrangement Bid Solicitation Template may be used to conduct Bid Solicitations
 - (i) Bid closing date and time;
 - (ii) Address and contact information for submission of bids;
 - (iii) The applicable trade agreement(s);
 - (iv) Security provisions (if applicable);
 - (v) Requisition Number or Client Reference Number;
 - (vi) Federal Contractors Program (FCP) for Employment Equity as per 6B.1;

- (vii) Statement of Requirement (i.e. what the software must do) including interoperability requirements;
 - (viii) Evaluation Criteria (i.e. the methodology on how each of the rated criteria, if any, will be evaluated by Canada);
 - (ix) Initial scope of the requirement (i.e. number of users, devices, locations, as applicable) as well as optional growth to address the complete requirement and the type of license model required being sought;
 - (x) Maintenance and/or support, if applicable, and the number of option periods, if applicable;
 - (xi) Delivery date and delivery location(s);
 - (xii) Chosen Evaluation Selection Methodology;
 - (xiii) Approved Authority's contact name, phone number and e-mail address; and
 - (xiv) Any additional terms or conditions that Canada deems necessary.
- (f) **Enquiries:** All enquiries must be submitted in writing to the Approved Authority. Bidders should reference as accurately as possible the numbered item to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.
- (g) **Certifications:** Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the Bid Solicitation. Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.
- (h) **Submission of Bids:** Bids must be submitted to the location specified and by the date, time and place indicated by the Approved Authority.
- (i) **Cancellation of Bid Solicitation:** Canada has the right to cancel a Bid Solicitation at any time and to reissue the same or a similar Bid Solicitation at a later date.

6B.6 Bid Solicitation - Statement of Requirement

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

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

- (a) **Technical Evaluation Methodology:** Canada will evaluate Bidders on one or both of the following methods:
- (i) **Mandatory Technical Criteria:** Each bid will be reviewed for compliance with the mandatory requirements. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered; and/or
 - (ii) **Point-Rated Technical Criteria:** Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- (b) **Financial Evaluation Methodology:** The financial evaluation process will be as follows:
- (i) The financial evaluation will be conducted by calculating the TBP using the Pricing Tables completed by bidders. If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes

that the formulae may no longer be functioning properly in the version submitted by a bidder.

- (ii) The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.
 - (iii) The TBP is the arithmetic sum of the prices for the Software during the Initial Contract Period including Option Periods (if requested) including the total price of the software maintenance and/or support (if requested) during the Initial Contract Period and Option Periods (if requested) as provided in the Bidder's financial bid and as verified by the Approved Authority.
- (c) **Selection Methodology:** Canada will select the successful bidder based on one of the following methods. Suppliers should note that all Contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed Contract. Despite the fact that the Supplier may have been recommended for Contract award, a Contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no Contract will be awarded.

- (i) **Lowest priced compliant bid:** A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria, and be successful on the PoB (if requested or conducted). Bids not meeting those will be declared non-responsive. The responsive bid which offers the lowest Total Bid Price will be recommended for award of a Contract.

If there are multiple bids with identical lowest total bid price, then the bid with the lowest total price for the software maintenance and/or support will be recommended for Contract award; or

- (ii) **Lowest Price-Per-Point:** A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria, obtain the highest score or if applicable the minimum passing score or higher of the points for the evaluation criteria for the Technical Bid which are subject to point rating, and be successful on the PoB (if requested or conducted). Bids not meeting those will be declared non-responsive. The responsive bid which offer the Lowest Price-Per-Point as calculated below will be recommended for award of a Contract.

$$\frac{\text{Total Bid Price}}{\text{Total Points Achieved}} = \text{Price-Per-Point}$$

If there are multiple bids with identical Price-per-Point outcomes, then the bid with the lowest total bid price will be recommended for Contract award; or

- (iii) **Best Overall Solution (60% technical and 40% Price):** A bid must comply with the requirements of the bid solicitation; meet all mandatory evaluation criteria; obtain 60% or higher of the points which are subject to point rating; and be successful on the PoB (if requested or conducted). The responsive bid with the highest Combined Rating of Technical Merit (60%) and price (40%) as calculated below will be recommended for award of a Contract.

Price is given a rating value which is included in the total calculation of the bid. 60% of the points will be awarded to the technical bid and 40% of the points will be awarded to the

financial bid.

To complete this calculation the following formula is used:

$$\frac{\text{Score on the rated requirements of the bid}}{\text{Maximum score possible}} \times 60\% = \text{Total 1}$$

$$\frac{\text{Lowest Total Assessed Price}}{\text{Total Assessed Price of the bid}} \times 40\% = \text{Total 2}$$

(Total 1) + (Total 2) = Combined Rating of Technical Merit and Price

If there are multiple bids with identical outcomes, then the bid with the lowest total bid price will be recommended for Contract award.

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

6B.8 Financial Capability

- (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.

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

- (a) Canada may require that the top-ranked responsive Bidder (identified after the financial evaluation) to conduct a Proof of Bid (PoB). Through the PoB test, Canada will test the Software proposed in the top-ranked bid to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in the Statement of Requirement. The PoB test will take place at a location determined by Canada that recreates the technical environment described in the Statement of Requirement, or the PoB test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by Canada and if the Bidder assumes all responsibility for recreating the technical environment described in the Statement of Requirement (it is within the Canada's sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoB test.
- (b) After being notified by Canada, the Bidder will be given a maximum of 7 working days to start the installation of the proposed Software. The installation must be completed and functional within 3

working days of the Bidder starting the installation (7.5 hrs/day). Canada will then conduct the PoB test. Up to 4 representatives of the Bidder may be present during the PoB test. The representative(s) named in the bid to provide technical support during the PoB test should be available by telephone for technical advice and clarification during the PoB test; however, Canada is not required to delay the PoB test if an individual is unavailable. Once the PoB test has begun, it must be completed within 2 working days (7.5 hours per day).

- (c) Canada will document the results of the PoB Test. If Canada determines that the proposed Software does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoB Test and the bid will be disqualified and Canada will then proceed with the next ranked responsive bid.
- (d) If, during the initial installation of the Software for the PoB test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Approved Authority named in the bid solicitation. If Canada determines that the missing and/or corrupt files are for components identified in the technical bid, Canada will permit that the Bidder submits the missing files and/or replacements for the corrupt files on electronic media or a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, Canada will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the Software; (iii) the files belong to software components identified in the technical bid; and (iv) the Software will not need to be recompiled to make use of the files. Canada will have the sole discretion to decide if the additional files may be installed for the PoB test. Under no circumstances will files required to correct flaws in the software programming or code be permitted.
- (e) In connection with the PoB testing, the Bidder grants to Canada a limited license to use the Bidder's proposed Software for testing and evaluation purposes.

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

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

Bidders must provide copies of their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (1 hard copy *and* 1 soft copy on CD, DVD, or USB)
- (ii) Section II: Financial Bid (1 hard copy *and* 1 soft copy on CD, DVD, or USB)

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

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

Canada reserves the right to increase the number of hard and soft copies required for evaluation purpose within the bid solicitation at its sole discretion.

- (b) Canada requests that bidders follow the format instructions described below in the preparation of their bid:
 - (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;

- (ii) use a numbering system that corresponds to the bid solicitation;
 - (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - (iv) include a table of contents.
- (c) Bids in response to bid solicitations must include:
- (i) **Technical Bid:**
 - (A) List of Proposed Software: The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required. All proposed software product(s) must be listed in the Supplier SA's Annex D – Product List and Ceiling Prices at bid closing date.
 - (B) The proposed license model (if requested). The proposed model must meet or exceed the requirement.
 - (C) The proposed maintenance and/or support model (if requested). The proposed model must meet or exceed the requirement.
 - (D) The technical bid must substantiate the compliance of the Bidder and its proposed products with each criterion identified in the Statement of Requirement (if applicable). The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the software products being bid will meet the requirements. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified.
 - (ii) **Financial Bid**
 - (A) Bidders must submit their financial bid strictly in accordance with the Basis of Payment and Pricing Tables included in the bid solicitation without any conditions, assumptions, restrictions or otherwise and there must be no obligation for Canada to pay software maintenance and/or support more than one year in advance. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under resulting Contracts, with the exception of those limitations that are expressly set out in bid solicitation, will be treated as being non-responsive and the Bidder's proposal will be given no further consideration. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. All prices must be all inclusive firm prices or all inclusive firm per diem rates in accordance with the Basis of Payment. Unless otherwise indicated, bidders must include a single, firm or ceiling (as applicable), all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
 - (B) The Supplier's financial bid is not bound by the ceiling prices listed in the Supplier's Annex D - Product List and Ceiling Prices.

- (C) The financial bid must include all costs for the requirement described in the Bid Solicitation for the entire Contract Period, including any option years.
- (D) Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

6B.11 Notification of Bid Results

- (a) All bidders who respond to an RFQ or a Bid Solicitation will be notified in writing regarding the outcome of the bid within two working days of Contract award. This notice will include the following information:
 - (i) The RFQ or bid solicitation number;
 - (ii) The full legal name of the successful bidder;
 - (iii) The total bid price of the successful bidder's bid;
 - (iv) The value of the awarded Contract, GST/HST/QST included;
 - (v) The number of bid responses received.

6B.12 Contract Against a Supply Arrangement - Procedures

- (a) A Contract can be issued provided that such Contract is in accordance with the terms set out herein.
- (b) A Contract may only be issued provided that such Contract is in accordance with the terms set out in the RFSA and the Resulting Contract Clauses and does not purport to revise or modify such terms or extend (or provide Canada with the option to extend) the term of the Contract without the prior written agreement of the Supplier.
- (c) Each Contract must contain at a minimum the following information. For convenience, Annex B - Contract template may be used.
 - (i) Supplier's name in full and the address and PBN number;
 - (ii) Requisition Number or Client Reference Number;
 - (iii) Ship to delivery address and contact where the goods will be delivered;
 - (iv) Invoicing Instructions;
 - (v) Client's financial codes;
 - (vi) Information related to GST or HST or QST (as applicable);
 - (vii) Signature of Approved Authority from the Annex I - List of Approved PWGSC and Client Authorities at the signature block in the bottom right corner on behalf of the Minister.
 - (viii) SA number against which the Contract is awarded;

- (ix) Name of the Client Department;
 - (x) Security Provisions (if applicable);
 - (xi) Contracting and Technical Authority contact information;
 - (xii) If applicable, Reseller name and contact information;
 - (xiii) Manufacturer's Part Number and & Product Name as listed in the SLSA Catalogue for the initial (and if applicable optional) requirements;
 - (xiv) Unit of Measure e.g. license model
 - (xv) Type of software maintenance and/or support being requested (if applicable);
 - (xvi) Quantity;
 - (xvii) Unit Price(s) and
 - (xviii) Extended Price(s);
- (d) Only Contracts that have been signed by an Approved Authority listed in Annex I - List of Approved PWGSC and Client Authorities in the "Approved for the Minister" field are valid. Signed Contracts from personnel not listed in the Annex I - List of Approved PWGSC and Client Authorities will render these Contracts not valid and must not be accepted. It is the responsibility of the Supplier to verify and validate that all Contracts originate from Approved Authorities.
- (e) Resulting Contracts must be awarded to Suppliers who hold the SA and must not be directed to Resellers. In cases where Suppliers use the services of Resellers (see Annex H - List of Approved Resellers) to fulfill specific requirements, the selected Reseller's name and address (if any) should be included in the resulting Contract. If Canada has not selected a Reseller, the Supplier is responsible for assigning a Reseller, if applicable.
- (f) Upon receipt of a signed Contract, the Supplier must:
- (i) Acknowledge receipt;
 - (ii) Validate that the Contract was signed by an authority listed in Annex I- List of Approved PWGSC and Client Authorities available on the SARC website at <http://logiciels-software.tpsgc-pwgsc.gc.ca>;
 - (iii) Verify accuracy of the part number(s), product name, and description ; and,
 - (iv) Confirm delivery of the Contracted products.
- (g) If there are any errors in the submitted Contract, the Supplier must inform the sender within three business days of receipt of the Contract.
- (h) If the Contract was signed by an unauthorized personnel, the Supplier must:
1. inform the individual that the Contract cannot be processed; and
 2. inform the Supply Arrangement Authority.

SECTION 6C - RESULTING CONTRACT CLAUSES

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

6C.1 Reorganization of Client

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

6C.2 Defined Terms

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

6C.3 Optional Goods

- (a) If requested by Canada, the Contractor shall grant to Canada the irrevocable option to acquire the software products and/or maintenance and/or support listed in Table 2 - List of Optional Deliverables under the same terms and conditions as the initial requirement and at the ceiling prices listed in the issued Contract or those listed in the SA at the time of the irrevocable option is being exercised, whichever is the lowest. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a Contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.
- (c) All irrevocable options contained in Contracts are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase such Goods in these amounts.
- (d) Prior to exercising any irrevocable option under an existing Contract, Canada will validate the prices against the Supplier's SA and the lower price will prevail.

6C.4 Standard Clauses and Conditions

- (a) All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca>) issued by Public Works and Government Services Canada.

- (i) **General Conditions:**

- (ii) 2010A (2016-04-04), General Conditions - Medium Complexity - Goods (excluding articles 9, 17 and 19) apply to and form part of the Contract.

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

The following Supplemental General Conditions:

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

6C.5 Security Requirement

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

6C.6 Contract Period

- (a) **Contract Period:** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which:
 - (i) begins on the date the Contract is awarded; and
 - (ii) ends 1 year later, or on the day that the Software Maintenance and Support Period for the most recently purchased product expires, whichever is later.

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

- (i) If requested by Canada, the Contractor grants to Canada the irrevocable option to extend the term of the Contract by the number of additional periods specified by Canada in Table 2 - List of Optional Deliverables of the issued Contract, under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least one calendar day before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a Contract amendment.

(c) **Delivery Date**

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

6C.7 Authorities

- (a) **Contracting Authority:** The Contracting Authority is the authority named in the Contract who is responsible on behalf of the Minister for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.
- (b) **Technical Authority:** The Technical Authority is the representative of the Client for whom the Goods are being acquired for under the Contract and is responsible for all matters concerning the technical content of the deliverables under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to modify the deliverables under the Contract. Changes in the deliverables can only be made through an amendment issued by the Contracting Authority.

6C.8 Inspection and Acceptance

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

6C.9 Payment

(a) **Basis of Payment**

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

the Contract, Canada will pay the Contractor, the firm price(s) set out in the Contract, FOB destination, including all customs duties, GST/HST/QST extra.

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

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

- (v) **Irrevocable option for additional Software Maintenance and/or Support:** If Canada exercises its option to extend the Software Maintenance and Support Period, Canada will pay the Contractor the firm annual price set out in the Contract, FOB destination, including all customs duties, GST/HST/QST extra.
- (b) **Limitation of Expenditure**
- Canada's total amount of fees owed to the Contractor under the Contract must not exceed the amount set out in each issued Contract. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Any provisions for additional expenses or costs beyond the commitments to purchase the specific amounts or values of Goods outlined in the Contract do not apply. This limitation is exclusive of remedies for violations of intellectual property rights or violations of the agreement.

(c) **No Automatic Renewal**

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

(d) **Method of Payment - Licensed Software**

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

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

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

If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the Section 16 of the 2010A - General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

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

(f) **Credit Cards**

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

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

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

6C.10 Invoicing Instructions

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

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

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

6C.12 Applicable Laws

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

6C.13 Priority of Documents

- (a) If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list. If there are any discrepancies between the Supplier's Program Terms and Conditions and/or Software Usage and Software Maintenance and Support - Terms and Conditions and those in the body of the RFSA and Resulting Contract clauses, the terms and conditions of the RFSA shall prevail as per this Priority of Documents:
- (i) Request For Supply Arrangement
 - (ii) Current Part 6C - Resulting Contract Clauses of the RFSA # EN578-100808/D;
 - (iii) 4003 (2010-08-16) Supplemental General Conditions - Licensed Software (excluding articles 4, 5, 6, 9.2, 9.4, 14, 15 and 17);
 - (iv) 2010A (2016-04-04) General Conditions - Medium Complexity Goods (excluding articles 9, 17 and 19);
 - (v) Bid Solicitation or Request for Quote (if applicable);
 - (vi) Annex F - Program Terms and Conditions (if applicable, except for those provisions that are deemed stricken pursuant to Article 3.1 (c) of Part 3 of the RFSA);
 - (vii) Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions (except for those provisions that are deemed stricken pursuant to Article 3.1 (c) of Part 3 of the RFSA); and
 - (viii) Annex C - Security Requirements Checklist (if applicable).

6C.14 Insurance Requirements

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

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

- (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 section, 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 section 6C.17 Intellectual Property Infringement and Royalties;
 - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (v)(B) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.

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

Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

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

- (d) The Contractor agrees that any clauses in Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions or Annex F - Program Terms and Conditions which obligate Canada to indemnify or hold the Contractor or any other party harmless or any license terms that purport to impose any such obligations are without any force or effect.

6C.16 No Exclusions to Supplier's Obligations

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

6C.17 Intellectual Property Infringement and Royalties

- (a) If a third party claims that equipment or software that the Contractor provides under the Contract infringes any intellectual property right, the Contractor, if requested to do so by Canada, will

defend Canada against the claim at the Contractor's expense. In this regard, the Contractor will pay all costs, damages and legal fees that a court finally awards, provided that Canada:

- (i) promptly notifies the Contractor in writing of the claim; and
- (ii) co-operates with the Contractor in, and allows the Contractor full participation in, the defence and related settlement negotiations; and
- (iii) obtains the Contractor's prior approval to any agreement resulting from settlement negotiations held with the third party.

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

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

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

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

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

operation or use the Contractor did not authorize or approve in advance, if infringement would not have occurred but for such combination, operation or use.

6C.18 Licensed Software (if applicable)

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

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

- (a) **Software Maintenance and/or Support:** The Software Maintenance and/or Support, as requested in the Contract, will be delivered in accordance with Supplier's standard commercial offering, as detailed in Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions, subject to the restrictions and exclusions set out in Article 3.1(c) of Part III of the RFSA.
- (b) **Error Correction:** If provided in the Contract, Canada may report to the Contractor any failure of the Licensed Programs to operate in accordance with the specifications during the Software Support Period. Upon receipt of a report of a failure from Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable commercial efforts to provide Canada with a correction of the software error which caused the failure. Any such software correction must cause the Licensed Programs to meet the Software Documentation or, if applicable, the specifications during the Software Support Period. All Software Error corrections will become part of the Licensed Software and will be subject to the conditions of Canada's license with respect to the Licensed Software.

- (c) **No Mandatory Updates:** The failure by Canada to install a patch, update or upgrade of a licensed software does not relieve the Supplier of its obligations under the SA unless the supplier has indicated in writing that failure to install such patch, update or upgrade would place the supplier in breach or prevent them from otherwise meeting their obligations under the SA.

6C.20 Safeguarding Electronic Media

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

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

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

6C.22 Confidentiality

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

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

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

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

6C.24 Compliance Review

(a) **Record Keeping**

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

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

- (i) No more than once per two years during the term of the license, which may survive the term of the Contract, or more frequently if the Contractor has a substantiated belief that the Client is in default of the terms and conditions of the Contract, upon request by the

Contractor to the Supply Arrangement Authority, the Client will perform a compliance review to determine whether it has fully complied with, and is not in default of, the terms and conditions of the Contract (including, without limitation, Annex E and Annex F). By invoking the rights and procedures described herein, the Contractor does not waive its rights to enforce its contractual rights in any contract or to protect its intellectual property by any other means permitted by law.

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

(c) **Disclosure of Compliance Data**

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

(d) **Review Demonstrating Compliance**

- (i) If the compliance review demonstrates compliance with the terms and conditions of the Contract, the Client will provide the Contractor, within the timeframe for completion of the compliance review, a written certification signed by the Compliance Authority certifying

that the Client has fully complied with, and is not in default of, the terms and conditions of the Contract.

- (ii) The Contractor's acceptance of the Client's certification is in no way an acknowledgement or agreement by the Contractor that the Client has fully complied with, and is not in default of, the terms and conditions of the Contract except where the Client has obtained a written confirmation of contract compliance from an authorized representative of the Contractor.

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

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

(f) **Use of Third Parties**

- (i) The Client acknowledges and agrees that the Contractor may include in any meetings, deliberations or discussions undertaken with the Client in connection with Section 6C.24 any third party advisors, consultants or other representatives of the Contractor as the Contractor deems to be appropriate to facilitate the compliance review process, including the resolution of any identified issues and may share with any such representatives the results of the compliance review.
- (ii) Prior to the sharing of information with a third party, Canada must be notified and Canada may require the third party to enter into a nondisclosure agreement with Canada, prepared by Canada, acting reasonably.

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

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

6C.26 Survival

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

6C.27 Entire Agreement

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

ANNEX A

KEY TERMS

Approved Authorities	Clients and PWGSC officers who have been given the authority by PWGSC to use the SA. Approved Authorities are listed in Annex I - List of Approved PWGSC and Client Authorities and only Approved PWGSC and Client Authorities have the right to award resulting Contracts. .
Approved Reseller(s)	A Reseller named within the Suppliers' SA, and designated by the Supplier as responsible for certain tasks within the Suppliers' SA. (See Class 1 and Class 2 Reseller).
Arrangement	The Supplier's response to the RFSA submitted to PWGSC.
Bidder	The person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a Contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
Bid Solicitation	A competitive solicitation conducted among all of the Sources of Supply in the SLSA, in which each is requested to provide a solution for the identified generic requirement(s).
Class 1 Reseller	Appointed by the Supplier for the purposes of responding to RFQs and RFPs, receiving and fulfilling Contracts, and for the purposes of receiving payment on their behalf.
Class 2 Reseller	Appointed by the Supplier for the purposes of fulfilling Contracts and for the purposes of issuing invoices and receiving payment.
Client	Any Government Department, Departmental Corporation or Agency, or other body of the Government of Canada, including those described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act, is each a "Client".
Contract	A Contract awarded against a Supply Arrangement.
Contracting Authority	The authority named in the Contract who is responsible on behalf of the Minister for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority.
Contractor	The Supplier, as defined in SACC 2008-04 Definition of Supplier.
Deliverables	Includes the license to use the Licensed Software and the maintenance and/or support services. Licensed software itself is not a deliverable, because the Licensed software is only being licensed under the Contract, not sold or transferred.
Goods	The software products and/or the related software maintenance and/or support acquired by Canada under the SA.
Initial Contract Period	The initial period, during which the Contractor must deliver, maintain and support the Licensed Software.
Manufacturer	See Software Publisher definition.
"Off-the-shelf"	Each software component is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the software proposed is a fully compatible

	extension of a field-proven product line, it must have been publicly announced on or before the date that the Arrangement is submitted.
Party	Canada, the Contractor, or any other signatory to the Contract. ("Parties", includes all of them.)
Proof of Bid Test (POB)	A test to confirm that the solution proposed in the top-ranked bid (identified after the financial evaluation) will function as described in the bid and will meet the technical functionality requirements described in the applicable bid solicitation.
Quote	An offer submitted in response to a Request for Quotation issued by a Contracting Authority.
Request For Quote	A competitive solicitation conducted among the available Sources of Supply providing the required product, in which each is requested to provide a quote for the identified no- substitute requirement(s).
Reseller	A third party involved in the supply of deliverables under a SA.
Software Publisher	The entity or person who has the right to license or to sublicense and full power and authority to grant to Canada all the rights granted under the Contract, for any designated software product included in the Arrangement.
Sources of Supply	The number of Suppliers with the required Manufacturer's (software publisher's) part number included in their Annex D - Product List and Ceiling Prices, or as the number of Class 1 Resellers listed under the suppliers of the required software's Annex H - List of Approved Resellers.
Supplier	Also the Contractor, means the person or entity whose name appears on the Supply Arrangement and who has become a pre-qualified supplier and been issued a Supply Arrangement.
Supply Arrangement	The Supply Arrangement (SA) resulting from the supplier's Arrangement submitted in response to the RFSA.
Supply Arrangement Authority	The person designated as such in the Supply Arrangement, or by notice to the Supplier, to act as the representative of Canada in the management of the Supply Arrangement and Request for Supply Arrangement.
Supply Arrangement Representative	The Suppliers representative who is responsible for the administration and the management of the Arrangement and resulting SA.
Support	The technical hotline support, web support, diagnostic tools and any other means that the Supplier uses in connection to the software, but does not include the services of on-site specialist.
Technical Authority	The representative of the Client for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract.
Upgrade	Includes all commercially available enhancements, extensions, improvements, update s, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the Licensed Software developed or published by the Contractor or its licensor if the term is not specifically defined in the Supplier's Software Usage and Software Maintenance and Support - Terms and Conditions.

ANNEX B

CONTRACT TEMPLATE

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

1. GENERAL

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

2. CLIENT

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

3. REQUIREMENT

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

4. SECURITY REQUIREMENTS (if applicable)

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

5. Authorities

(a) Contracting Authority

The Contracting Authority for the Contract is:

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

(b) Technical Authority

The Technical Authority for the Contract is:

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

6. OPTION TO EXTEND THE CONTRACT

As detailed in the referenced SA.

7. RESELLER NAME (if applicable)

The approved Reseller for the Contract is:

Reseller Company Name: _____

Contact Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

8. SPECIAL INSTRUCTIONS (if applicable)

The following Special Instructions form part of this Contract.

Example Special Instructions:

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

(a) the "Initial Contract Period", will be from [Start Date] up to and including [End Date];

[Specify a Delivery date: other than within 10 working days after the date the Contract is awarded as stated in section 6C.6]

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

9. TABLE 1 - LIST OF INITIAL DELIVERABLES

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

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

Table 2 - List of Optional						
Item No.	Manufacturer's Product Name (Per SLSA Catalogue)	Manufacturer's Part No. (Per SLSA Catalogue)	Period (Software Maintenance, Support, subscription or	Qty (Unit of measure)	Ceiling Unit Price	Extended Price

Solicitation No. - N° de l'invitation
EN578-100808/D
Client Ref. No. - N° de réf. du client
EN578-100808

Amd. No. - N° de la modif.
014
File No. - N° du dossier
015eeEN578-100808

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

			other Period, if applicable)			
1						
...						
Sub-Total:						\$0.00

11. STATEMENT OF REQUIREMENTS *(if applicable)*

The following Statement of Requirements forms part of this Contract.

ALL OTHER TERMS AND CONDITIONS ARE PER THE SUPPLY ARRANGEMENT.

EN578-100808

015eeEN578-100808

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

Note to Supplier: Security requirements, if applicable, will be added to individual Contracts prior to award.

ANNEX D

PRODUCT LIST AND CEILING PRICES

Note to Supplier: This form must be completed and submitted as part of the Supplier's response to the RFSA. An electronic copy of this form is available on the Software Acquisition and Reference Centre (SARC) website at: <http://logiciels-software.tpsgc-pwgsc.gc.ca>.

PRODUCT LIST AND CEILING PRICES

Manufacturer's Part No.	Manufacturer's Product Name	Manufacturer's Name	Ceiling Price per License	License Type	Software Category	Language	Product Information	Platform
(enter the Part Number that the Software Publisher uses to identify the product)	(enter the name that the Software Publisher uses to identify the product. Enter the name that the Software Publisher uses to identify the product, whether maintenance and support is included in the new license purchase and in the instance of maintenance and support line items insert applicable details of how maintenance and support costs are calculated)	(enter the name of the Software Publisher that produces the product)	(enter ceiling price per license in Canadian Dollars or US Dollars)	(enter the license type such as "per user", "per CPU", "per device", etc. and whether it is perpetual, subscription, term)	(enter the applicable category per Annex G - Software Categories & Descriptions)	(enter the language of the software such as English, and French)	(enter a web site URL containing product information)	enter the platform which the software operate such as Windows, Linu.

Solicitation No. - N° de l'invitation
EN578-100808/C
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
012
File No. - N° du dossier

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

EN578-100808

015eeEN578-100808

ANNEX E

SOFTWARE USAGE AND SOFTWARE MAINTENANCE AND SUPPORT - TERMS AND CONDITIONS

Only terms which are presented in full and directly included in Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions form part of the Supply Arrangement. Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise form no part of the Supply Arrangement unless such terms are presented in full and included at Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions.

No terms purporting to abridge or extend the time to commence an action for breach, tort, or other action are of any effect.

Note to Suppliers:

The Supplier must submit Terms and Conditions that apply to the use of the software as well as the software maintenance and/or support. However, if there are any discrepancies between the Supplier's Terms and Conditions and those in the body of the RFSA and Resulting Contract clauses, the Terms and Conditions of the RFSA shall prevail.

Solicitation No. - N° de l'invitation
EN578-100808/C
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
012
File No. - N° du dossier

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

EN578-100808

015eeEN578-100808

ANNEX F

PROGRAM TERMS AND CONDITIONS

The terms of this Licensing Program may replace or modify the terms under Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions. In the event of conflict, the terms of Annex F - Program Terms and Conditions supersede the terms of Annex E - Software Usage and Software Maintenance and Support - Terms and Conditions. *However, if there are any discrepancies between the Supplier's Licensing Program Terms and Conditions and those in the body of the RFSA and Resulting Contract clauses, the Terms and Conditions of the RFSA shall prevail.*

Only terms which are presented in full and directly included in Annex F - Program Terms and Conditions form part of the Supply Arrangement. Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise form no part of the Supply Arrangement unless such terms are presented in full and included at Annex F - Program Terms and Conditions.

Note to Suppliers:

The Supplier may submit the Licensing Program Terms and Conditions that apply to the Crown as a major client of a Manufacturer's products. For the purpose of programs, the Crown must be treated as a single entity. Department specific programs are not permitted. Examples of programs include enterprise programs, volume based programs, and business level agreements. ANNEX G

SOFTWARE CATEGORIES & DESCRIPTIONS

Please see the Software Acquisition Reference Centre (SARC) website at <http://logiciels-software.tpsgc-pwgsc.gc.ca> for the most current list of Software Categories & Descriptions.

ANNEX H

LIST OF APPROVED RESELLERS

CLASS 1 RESELLERS

<u>Reseller Name</u>	<u>Address</u>	<u>Contact Name</u>	<u>Telephone</u>	<u>Email Address</u>	<u>Web site</u>

CLASS 2 RESELLERS

<u>Reseller Name</u>	<u>Address</u>	<u>Contact Name</u>	<u>Telephone</u>	<u>Email Address</u>	<u>Web site</u>

Supplier confirms that:

1. The entities outlined above have been selected as Resellers of the Supplier for the performance of the Arrangement.
2. The Resellers are aware of the relevant contractual terms and conditions of the Supply Arrangement between the Supplier and Canada and has entered into an agreement with the Supplier on terms that will not be inconsistent with the Arrangement.
3. The Resellers are in good standing and there are no reasons of which the Supplier is aware that would prevent the Reseller from performing in a manner that would allow for the satisfactory and timely performance of the Supplier's obligations under the SA.

Solicitation No. - N° de l'invitation
EN578-100808/C
Client Ref. No. - N° de réf. du client
EN578-100808

Amd. No. - N° de la modif.
012
File No. - N° du dossier
015eeEN578-100808

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

ANNEX I

LIST OF APPROVED PWGSC AND CLIENT AUTHORITIES

Please see the Software Acquisition Reference Center (SARC) website at <http://logiciels-software.tpsgc-pwgsc.gc.ca> for the most current list.

ANNEX J

SUPPLY ARRANGEMENT QUARTERLY REPORTS TEMPLATE

No.	Contract No.	Contract Amd. No.	Contract or Contract Amd. Award Date	Contract Expiry Date	Name of Authorized Signing Authority (as per Annex I)	Department of Contracting Authority (select using drop down menu)	Name of Client Department (select using drop down menu)	Part No.	Product Name	Qty	Contract Unit Price	Total Price	Reseller
1													
2													
3													

Quarterly Reports must be submitted to the Supply Arrangement Authority via email to aaall.slsa@tpsgc-pwgsc.gc.ca by each quarters due date as specified in section 6A.13 Supply Arrangement Reporting.

Definitions / Instructions:

No.: Suppliers are required to report each line item separately

Contract No.: The Contract number is unique to each Contract and is listed on page 1 of each Contract

Contract Amd. No.: The number of the Contract amendment, if applicable

Contract or Contract Amd. Award Date: Enter the date on page one of either the Contract or the Contract amendment as applicable

Contract Expiry Date: Enter the Contract expiry date, found in the terms and conditions of the Contract, not including optional periods.

Name of Authorized Signing Authority (as per Annex I): Enter the name of the Contracting Authority (i.e. name of the person who signed the Contract) Ensure this Signing Authority is listed on Annex I - List of Approved PWGSC and Client Authorities.

Department of Contracting Authority: Enter the name of the department of the contracting authority. Select the department name using the drop down menu available in the working copy of this template on Buy and Sell and SARC.

Name of Client Department: Enter the name of the client department, indicated in the Technical Authority clause of the SLSA Contract. Select the department name using the drop down menu available in the working copy of this template on Buy and Sell and SARC.

Part No.: Enter the Manufacturer's Part Number from Annex D - Product List and Ceiling Prices

Product Name: Enter the Product Name from the issued Contract

Qty: Enter the quantity for each item

Contract Unit Price: Enter the Unit Price, not including GST/HST/QST

Total Price: Enter the Total Price, not including GST/HST/QST

Solicitation No. - N° de l'invitation
EN578-100808/C
Client Ref. No. - N° de réf. du client
EN578-100808

Amd. No. - N° de la modif.
012
File No. - N° du dossier
015eeEN578-100808

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

Reseller: Enter the Reseller assigned to fulfill the Contract, if applicable

ANNEX K

SOFTWARE LICENSING SUPPLY ARRANGEMENT
BID SOLICITATION TEMPLATE

Bid Solicitation
Under Software Licensing Supply Arrangement

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

1. Software Licensing Supply Arrangement Requirement

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

2. Requirement

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

[(Detail as applicable)

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

3. Summary

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

4. Bid Solicitation

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

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

5. Bid Preparation

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

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

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

6. Enquiries

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

7. Evaluation and Contractor Selection Methodology

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

[select one methodology]

- (i) Lowest priced compliant bid; or
- (ii) Lowest Price-Per-Point; or
- (iii) Best Overall Solution (60% technical and 40% Price).

8. Inspection and Acceptance

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

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

9. Contracting Authority

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

Security Provisions (if applicable)

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

10. Software Publisher Authorization

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

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

12. Statement of Requirement:

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

13. Pricing Tables

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

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

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

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

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

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

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

ANNEX L

SOFTWARE LICENSING SUPPLY ARRANGEMENT
REQUEST FOR QUOTE TEMPLATE

From:	Contracting Authority [enter name of contracting authority] [enter title] Phone : Fax: E-mail:	[address]
To:	Suppliers and Resellers of [enter Manufacturer's Products]	
Date:	[enter date]	Pages: [enter #] (including this one)

REQUEST FOR QUOTE (RFQ)
Under Software Licensing Supply Arrangement

RFQ Requisition No.	[enter requisition #]
Closing Date and time:	[enter closing date and time (e.g. 2:00pm);]
Bid Submission Details	As per section 6B.4 of the RFSA Bids must include: - The Supplier's SA number; - A Unit Price for each of the Software Publisher's part numbers and product names. <i>The Software Publisher's part number and product name must be identical to those listed in the issued RFQ and must be contained in the Supplier's Annex D – Product List and Ceiling Prices at the time of the RFQ's closing date;</i> - Prices must be in Canadian dollars; - Prices must be Goods and Services Tax or the Harmonized Sales Tax exclusive, FOB destination, Canadian customs duties and excise taxes included - A firm price initial requirement that does not exceed the applicable ceiling prices in the Supplier's SA at the RFQ closing date; and - Ceiling prices for any irrevocable options or for any additional maintenance and/or support periods.
Delivery Location(s):	[enter location(s)]
Required Delivery Date of Initial Deliverables:	[enter date]

1. Software Licensing Supply Arrangement Requirement

This Request for Quote is issued against the Supply Arrangement (the "SA") number(s) [Insert SA number or numbers if multiple Suppliers (SAs) offer the product(s)]. All terms and conditions of the SA apply to and form part of Request for Quote and any Resulting Contract.

2. Summary

[Enter department] (the "Client") has a requirement for the supply and delivery of the products identified in Table 1 - Initial Deliverables. [There is also an option for purchase of the additional Products and/or maintenance and support specified under Table 2 - Optional Deliverables.]

3. Request for Quotation

Canada requests that the Suppliers and Class 1 Resellers review and respond, in accordance with Part 6 Section B of the SA, with their best and final offer regarding the particular requirement described in the tables herein. Canada requests that the prices reflect the savings associated with the purchase of the volumes described herein.

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

4. Security Provisions *(if applicable)*

[Security provisions per the SRCL, if applicable, shall be detailed in the RFQ here.]

5. Initial Deliverables

Table 1 - List of Initial Deliverables							
Item No.	Manufacturer's Product Name (Per SLSA Catalogue)	Manufacturer's Part No. (Per SLSA Catalogue)	Media Type (Internet Download, unless otherwise specified)	Period (Software Maintenance, Support, subscription or other Period, if applicable)	Qty (Unit of measure)	Unit Price	Extended Price
1							
2							
...							
TOTAL CAD :							

6. Optional Deliverables *(if applicable)*

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

7. Total Bid Price

Bidder Name: _____
 SA Number: EN578-100808/ _____

Table 3 - Total Bid Price

Solicitation No. - N° de l'invitation
EN578-100808/C
Client Ref. No. - N° de réf. du client
EN578-100808

Amd. No. - N° de la modif.
012
File No. - N° du dossier
015eeEN578-100808

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

Item No.		Price
1	Total (CAD) of Initial Deliverables	
2	Total (CAD) of Optional Deliverables (<i>if applicable</i>)	
TOTAL BID PRICE:		

FORMS

FORM 1 - ARRANGEMENT SUBMISSION FORM	
Supplier's full legal name	
Authorized Representative of Supplier for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Supplier's Procurement Business Number (PBN) [See the Standard Instructions 2008]	
List of the Board of Directors Member [Suppliers are requested to indicate the name(s) of all of the Board of Director member(s) in its Company.]	Name: _____ Name: _____ Name: _____ ...
Jurisdiction of Contract Province in Canada the Supplier wishes to be the legal jurisdiction applicable to the Supply Arrangement and to any resulting Contracts (if other than the province of Ontario (Canada).	
Number of FTEs [Suppliers are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the Supplier as a result of its participation within this procurement vehicle. This information is for information purposes only and will not be evaluated.]	
Security Clearance Level of Supplier and its Resellers [Suppliers are requested to include both the level and the date it was granted.]	
Aboriginal Businesses [Suppliers are requested to indicated if they meet the requirements as outlined in Set-Asides Program for Aboriginal Businesses (SPAB).]	
Canadian Small and Medium Enterprises (CSME) [Suppliers are requested to indicated if they meet the definition of a Canadian Small and Medium Enterprise (OSME indication: 100 to 500 Employees = Medium; 10 to 100 = Small; 1 to 10 = Micro).]	
Canadian Enterprise [Suppliers are requested to indicated if they are Canadian Suppliers.]	
Green Procurement [Suppliers must commit to providing delivery of all goods in an environmentally friendly manner.]	
Green Company [Suppliers are requested to identify if their facilities operate with an Environmental Management System (EMS) certified by a qualified registrar as complying with the ISO 14001 standard.]	
Supplier Certification that all Software is "Off-the-Shelf" [Suppliers are requested to certify that all proposed software and software maintenance and/or support in response to this RFSA is "Off-the-Shelf", meaning that each software component is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the software proposed is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the date that the Arrangement is submitted. By submitting an Arrangement, the Supplier is certifying that all the software proposed is Off-the-shelf.]	

Solicitation No. - N° de l'invitation
EN578-100808/C
Client Ref. No. - N° de réf. du client
EN578-100808

Amd. No. - N° de la modif.
012
File No. - N° du dossier
015eeEN578-100808

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

<p>Supplier Certification that no professional service, “as a service” (e.g. software as a service, infrastructure as a service, platform as a service etc.), hardware or appliance solutions are included in its response to this RFSA.</p> <p>[Suppliers are requested to certify that all products included in response to this RFSA consists solely of software and software maintenance and/or support and that no no professional service, “as a service” (e.g. software as a service, infrastructure as a service, platform as a service etc.), hardware or appliance solutions are included in the Suppliers Arrangement and resulting SA.]</p>	
<p>On behalf of the Supplier, by signing below, I confirm that I have read the entire Request for Supply Arrangement including the documents incorporated by reference and I certify that:</p> <ol style="list-style-type: none">1. The Supplier considers itself and its products able to meet all the mandatory requirements described in the RFSA;2. All the information provided in response to the RFSA is complete, true and accurate; and3. If the Supplier enters into an Arrangement with Canada and if it is awarded Contracts, it will accept all the terms and conditions set out in the resulting Contract clauses included in Part 6C of the RFSA.	
<p>Signature of Authorized Representative of Supplier</p>	

Solicitation No. - N° de l'invitation
EN578-100808/C
Client Ref. No. - N° de réf. du client
EN578-100808

Amd. No. - N° de la modif.
012
File No. - N° du dossier
015eeEN578-100808

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

Form 2

Software Publisher Certification Form

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

The Supplier certifies that it is the Software Publisher of all the following software products and that it has all the rights necessary to license them in accordance with the terms and conditions of the SA to Canada:

[Suppliers should add or remove lines as needed, or attach the product list as an appendix.]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Email for authorized signatory of SP _____

Date signed _____

RFSA Number _____

Form 3

Software Publisher Authorization Form
(to be used where the Supplier is not the Software Publisher)

This confirms that the Software Publisher identified below understands and acknowledges that the Supplier named below has submitted a Arrangement in response to the Request for Supply Arrangement dated _____, reference number _____ issued by PWGSC. The Software Publisher hereby confirms that

- (i) The Supplier named below is authorized to supply the Software Publisher's products, listed below or attached, through its SA;
- (ii) The Software Publisher agrees to grant all licenses to be acquired under the SA in accordance with the resulting Contract's terms and conditions set out in the SA; and
- (iii) The Supplier may appoint, as it deems fit, Resellers to fulfill the obligations of the SA

The Software Publisher acknowledges that the reseller has proposed to the Crown, in response to the RFSA, the following Software and other proprietary products of the Corporation.

[Identify all of the Licensing Entities' proprietary products that are proposed by the reseller.]

[Suppliers should add or remove lines as needed, or attach the product list as an appendix.]

Name of Supplier _____

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Email for authorized signatory of SP _____

Date signed _____

RFSA Number _____

Form 4

Open Source Product(s) Certification Form

The Supplier certifies that all the following software products are non-proprietary software (Open Source Software Products) and that the licenses therefrom allow for the redistribution of the software under the terms and conditions of the resulting Contract under the Supply Arrangement.

[Suppliers should add or remove lines as needed, or attach the product list as an appendix]

Name of Supplier _____

Signature of authorized signatory of Supplier _____

Print Name of authorized signatory of Supplier _____

Print Title of authorized signatory of Supplier _____

Address for authorized signatory of Supplier _____

Email for authorized signatory of Supplier _____

Date signed _____

RFSA Number _____

Form 5

Certification Requirements for the Set-Aside Program for Aboriginal Business

The Supplier:

(i) certifies that it meets, and will continue to meet throughout the duration of the Arrangement, the requirements described in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual (<https://buyandsell.gc.ca>).

(ii) agrees that any subcontractor it engages under the Arrangement must satisfy the requirements described in the above-mentioned annex.

(iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

The Supplier must check the applicable box below:

The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

The Supplier is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.*

The Supplier must check the applicable box below:

The Aboriginal business has fewer than six full-time employees.

OR

The Aboriginal business has six or more full-time employees.

The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Supplier must provide all reasonably required facilities for any audits.

By submitting an Arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

Name of Supplier _____

Signature of authorized signatory of Supplier _____

Print Name of authorized signatory of Supplier _____

Print Title of authorized signatory of Supplier _____

Address for authorized signatory of Supplier _____

Email for authorized signatory of Supplier _____

Date signed _____

RFSA Number _____

* **Aboriginal Joint Venture:** a joint venture consisting of two or more Aboriginal businesses or Aboriginal business(es) and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture. The joint venture has to respect the Aboriginal content requirement of 33% of the value of the work under a Contract has to be performed by the Aboriginal business(es).

FORM 6

SUBMISSION COMPLETENESS REVIEW CHECKLIST

SUPPLIER'S NAME: _____

1) Technical Arrangement, Financial Arrangement and Certifications:

- a) 1 hard copy
- b) 2 soft copies on CD, DVD, or USB.

FORMS:

1) Arrangement Submission Form (RFSA Form 1)

- a) Supplier's full legal name
- b) Authorized Representative of Supplier for the evaluation purposes
- c) Supplier's Procurement Business Number (PBN)
- d) List of the Board of Directors Member
- e) Jurisdiction of Contract
- f) Number of FTEs
- g) Security Clearance Level of Supplier and its Resellers
- h) Aboriginal Businesses
- i) Canadian Small and Medium Enterprises (CSME)
- j) Canadian Enterprise
- k) Green Procurement
- l) Green Company
- m) Supplier Certification that all Software is "Off-the-Shelf"
- n) Supplier Certification that no professional service, "as a service" (e.g. software as a service, infrastructure as a service, platform as a service etc.), hardware or appliance solutions are included in its response to this RFSA
- o) Signature of Authorized Representative of Supplier

2) Software Publisher Certification Form (Mandatory when the Supplier itself is the Software Publisher - confirm there is a Form for every Manufacturer named in Annex D) (RFSA Form 2)

3) Software Publisher Authorization Form (Mandatory when the Supplier is not the Software Publisher - confirm there is a Form for every Manufacturer named in Annex D) (RFSA Form 3)

4) Open Source Product(s) Certification Form (Mandatory when the Supplier is offering open source software in its Annex D) (RFSA Form 4)

5) Certification Requirements for the Set-Aside Program for Aboriginal Business (Mandatory when the Supplier is an aboriginal business and wants to be identified as such) (RFSA Form 5)

ANNEXES:

1) Product List and Ceiling Prices (RFSA Annex D)

- a) Must be submitted using the format outlined in Annex D
- b) No professional service, "as a service" (e.g. software as a service, infrastructure as a service, platform as a service etc.), hardware or appliance solutions
- c) Item No. included for each product.
- d) Manufacturer's Part No. (the part number the Software Publisher uses to identify the product commercially)
- e) Manufacturer's Product Name (the commercial product name that the Software Publisher uses to identify the product. If a year of M&S is included in new license purchases please indicate this in the product name. In regards to generic M&S line items ensure details of how the M&S is calculated is included (i.e. 15% of the SLSA ceiling price))

- f) Manufacturer's Name *(the name of the Software Publisher that produces the product)*
- g) Ceiling Price per License *(required for every line item, including maintenance and support line items)*
- h) License Type *(the license type under which the software will be licensed to Canada; such as "per user", "per CPU", "per device" and whether the software is perpetual or subscription/term (monthly or annual), etc.)*
- i) Software Category *(the applicable software category of the product corresponding with the category descriptions under Annex G - Software Categories & Descriptions)*
- j) Language(s) available *(the language(s) under which the software is available such as English, French and/or other)*
- k) Product Information *(a web site URL containing product information)*
- l) Platform *(the platform(s) on which the software can operate (ex: Windows, Linux, Unix))*

2) Software Usage and Software Maintenance and Support - Terms and Conditions (RFSa Annex E)

Required usage terms and conditions:

- a) License type (e.g. Device, User, etc.); PAGE # _____
(Include definitions of the license types identified in Annex D)
- b) Model (e.g. Perpetual, Term, etc.); PAGE # _____
(Include definitions of the license model identified in Annex D)
- c) Metric (how the usage is measured); PAGE # _____
- d) Rights to use; PAGE # _____
- e) Limitations of use; PAGE # _____
- f) Warranty. PAGE # _____

Required Maintenance Support terms and conditions:

- a) Period during which the Supplier will support the Licensed Software; PAGE # _____
- b) Hours of support; PAGE # _____
- c) Contact and procedure information for accessing Support; PAGE # _____
- d) Procedures for resolution of problems; PAGE # _____
- e) Response times; PAGE # _____
- f) Procedures on how and when all telephone, fax or email communications will be responded to; PAGE # _____
- g) Support web site availability to Canada's users (ex: 24 hours a day, 365 days a year, and 99% of the time). PAGE # _____

3) Program Terms and Conditions (Annex F)

- a) Programs include enterprise programs, volume based programs, and business level agreements etc. that apply to Canada (as a single Entity) as a major Customer of a manufacturer's products. *(I.E. Additional grants, rights, or entitlements, Volume discount programs)*

4) List of Approved Resellers (RFSa Annex H)

- a) Only unique sources of supply are listed (one company with various locations does not count as more than one source of supply).
- b) A Reseller is only classified once (Resellers are not named as both a Class 1 and Class 2 Reseller).
- c) The supplier has included the 3 'Supplier Confirmations' or Certifications at the bottom of the Annex H (as included in the template).

Name of Authorised Signatory of Supplier: _____

Signature of Authorised Signatory of Supplier (date): _____