



## SHARED SERVICES CANADA

### Request for Proposal for **SECURE SYNCHRONOUS VIDEO EXCHANGE SOLUTION TO SUPPORT THE PROVISION OF COUNSELLING SERVICES**

Solicitation No.	2BS-8-71922	Date	April 26 <sup>th</sup> , 2019
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Closing Date and Time	May 13 <sup>th</sup> , 2019 at 14:00		
Time Zone	Eastern Standard Time (EST)		
Destination of Goods/Services	See herin		
Email Address for Bid Submission by the Closing Date	<a href="mailto:geoffrey.lalor@canada.ca">geoffrey.lalor@canada.ca</a>		

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT**

# SHARED SERVICES CANADA

## Request for Proposal for Web-hosted Video Exchange Software

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# SHARED SERVICES CANADA

## Request for Proposals for SECURE SYNCHRONOUS VIDEO EXCHANGE SOLUTION TO SUPPORT THE PROVISION OF COUNSELLING SERVICES

### 1. General Information

#### 1.1 Overview

- a) **Nature of Requirement:** SSC has a requirement to acquire, install and configure a new secure synchronous video exchange software solution to ensure business continuity. Employee Assistance Services (EAS) requires a technology-based solution that, as a Commercially Available service, meets Government of Canada security requirements while affording a user-friendly means (i.e. easy to set up and utilize by anyone capable of using a personal computer or connected device) to allow for professional counsellors to engage with clients. The software also has to meet the user community and Shared Services Canada (SSC) critical requirements for infrastructure to host the application.
- b) **Potential Client Users:** This solicitation is being issued by SSC. It is intended that the contract resulting from any subsequent solicitation will be used by Health Canada and SSC can use it to also provide shared services to other clients. SSC's clients include SSC itself, those government institutions that are mandated as clients and other organizations for which SSC's services are optional. This process will not preclude SSC from using another method of supply for any of its clients with the same or similar needs, unless a subsequent solicitation for this Project expressly indicates otherwise.
- c) **Number of Contracts:** SSC is currently contemplating the award of One Contract.
- d) **Term of Contract:** SSC is currently contemplating a contract period of three years, plus two option periods of one year each.
- e) **Max price:** The total first year bid price should not exceed \$40,000. If bids received for this solicitation do not meet this requirement, SSC reserves the right to cancel this procurement.

#### 1.2 Applicable Trade Agreements

On May 4, 2014, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to end user device hardware, software and associated support services for Shared Services Canada. As a result, this requirement is subject to the National Security Exception and therefore no trade agreements apply.

#### 1.3 Volumetric Data

The technical specification data has been provided to Bidders to assist them in understanding Canada's requirements. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage or purchase of secure synchronous video exchange software solution will be consistent with this data. It is provided purely for information purposes.

## 2. Instructions for Bidders

### 2.1 Standard Instructions, Clauses and Conditions

- a) All instructions, clauses and conditions identified in this document or any of its attachments by number, date and title are either:
  - i) set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada; or
  - ii) set out at (<https://buyandsell.gc.ca/policy-and-guidelines/Supply-Manual>).

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

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

### 2.2 Security Clearance Requirement

A Respondent is required to have met the security requirements before Contract award. Security requirements will be a requirement throughout the period of contract.

- a) Before contract award, the contracting officer must verify with the Canadian Industrial Security Directorate (CISD) that the proposed contractor meets the security requirements of the bid solicitation. This verification can be done by contacting the CISD call centre and requesting a security status sheet for the successful bidder. The contracting officer shall not rely on the security indicator in the Vendor Information Management (VIM) system as it may not always be up to date. The request to CISD for a security status sheet should include the proposed contract number, the full name and address of the proposed contractor, if applicable, the address of location of the work performance, as well as the required security levels stipulated in the proposed contract. If the supplier has the appropriate security clearance, the contracting officer must sign the Security Requirements Check List (SRCL) at block 16 and include the fully signed SRCL as an annex in the resulting contract. In the case of call-ups against a standing offer or contracts against a supply arrangement, it is the responsibility of the user to verify that the contractor meets the security requirements.
- b) **IMPORTANT:** When security clearances such as IT, Production and/or COMSEC are required, seek assurance of these specific security types from CISD as they are contract specific and not blanket clearances held by the organizations.
- c) During the period of the contract, the client must ensure that all contractor or subcontractor personnel who will have access to any classified or protected information, assets or sensitive work sites, or to government systems are identified as working under the contract and that their security status has been verified with CISD. The contracting officer will assist in this process as required.

- d) When security clearances are mandatory, they must be obtained before the commencement of any work. However, it is recognized that there may be circumstances under which, for reasons of urgency, the contractor, or the contractor's employee(s) must begin the work before the completion of the security process. In these cases, consult with CISD for options. However, in a competitive solicitation, the method of selection must be followed; therefore, any delay must be in accordance with the solicitation procedures.
- e) If, at any time during the period of the contract, the contracting officer becomes aware that a subcontractor, whose security status has not been verified with CISD, will require access to any classified or protected information, assets or sensitive work sites, the contracting officer must consult with CISD to ensure the necessary subcontract SRCLs are submitted and as well verify that the subcontractor meets the security requirements.

### 3. Preparing and Submitting a Bid to this Solicitation

#### 3.1 General Instructions

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

#### 3.2 Electronic Submission of Bids

#### 3.3 Submission of Bids

##### Submission of Bids

- (a) **Email Submission of Bid:** Bidders must submit their full Bid package electronically by the date and time of solicitation closing to the SSC Contracting Authority at the following email address: [geoffrey.lalor@canada.ca](mailto:geoffrey.lalor@canada.ca)
- (b) **Format of Email Attachments:** Bidders must submit their bids either as PDF documents attached to their email, or as documents that can be opened with the Microsoft Office Suite of applications.
- (c) **Time of Receipt:** The time at which the response is received by SSC will be determined by the "Sent Time" indicated in the email received by SSC at the mailbox noted above.
- (d) **Email Size:** Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed 15 MB. Except as expressly provided below, only emails that are received at the Email Address for Bid Submission by the closing date and time will be considered part of the bid.
- (e) **Email Title:** Bidders are requested to include the RFP No. identified on the cover page of this document in the "subject" line of each email forming part of the bid.
- (f) **Availability of Contracting Authority:** During the two hours leading up to the closing date and time, an SSC representative will monitor the mailbox for Submissions, and will be available by telephone at the Contract Authority's telephone number (although the representative may not be the Contract Authority). If the Bidder is experiencing difficulties transmitting the email, the Bidder should contact the Contracting Authority immediately.
- (g) **Email Acknowledgement of Receipt by SSC:** The same day that the bids are received at the Mailbox for Submission, an SSC representative will send an email acknowledging receipt of each bid that was received by the solicitation closing date and time from the Mailbox for Response Submission. Bidders who have tried to submit a response, but have not received an email acknowledging receipt should contact the Contract Authority so that they can determine whether or not the Bid arrived at the SSC Mailbox on time.
- (h) **Delayed Email Bids:** Canada will not be responsible for any technical problems experienced by the Bidder in submitting its Bid, unless Canada's systems are responsible for a delay in delivering the email to the SSC Mailbox.
- (i) **Responsibility for Technical Problems:** Canada will not be responsible for:
  - (i) any technical problems experienced by the Bidder in submitting its bid, including emails that fail to arrive because they exceed the maximum email size of 15 MB or that are rejected or quarantined because they contain malware or other code that is screened out by SSC's security services; or
  - (ii) Any technical problems that prevent SSC from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.
- (j) **Hand delivery of Bid Submission**
  - (i) In the case of emergency, SSC has the discretion to accept a hand delivered Bid Submission, either in person by a representative of the Bidder or by a courier.

- (ii) SSC will only accept a hand delivered bid if the Bidder can demonstrate that they've been unable to successfully submit their bid submission to the SSC Consultation Mailbox.
- (iii) The hand delivered Bid Submission must be provided on either a CD, or other data storage medium that allows for delivery of the entire Bid Submission. However, memory sticks are no longer permitted as a Bid Submission delivery method.
- (iv) An SSC representative will be available at the Contract Authority's telephone number (and/or that of a designated SSC representative) during the two hours before the solicitation closing date and time to receive Bids submitted in this manner.
- (v) The hand delivered bid must be received by either the Contracting Authority or a designated SSC representative no later than the solicitation closing date and time.
- (vi) The only circumstances in which SSC will accept a late hand delivered bid is when the Bidder can demonstrate that all designated SSC representatives were unavailable to receive the hand delivered bid, and attempts were made during the two hours before the solicitation closing date and time to make delivery.

### 3.4 Bid Preparation Instructions

- a) **Copies of bids:** Canada requests that Bidders provide their response in separate sections as follows:
  - a) Section I: Technical Bid (1 soft copy of each).
  - b) Section II: Certifications (1 soft copy)
  - c) Section III: Pricing (1 soft copy)
  
- b) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their response:
  - a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - b) use a numbering system that corresponds to the RFP;
  - c) include a title page at the front of each volume of the response that includes the title, date, procurement process number, Bidder's name and address and contact information of its representative; and
  - d) include a table of contents.

**Omitted Documents:** Should a Bidder omit a document in their bid, Canada may ask that the Bidder provide the document. The Bidder must submit the documentation within the time period set by the Contracting Authority, failing which the bid will be treated as being non-responsive

### 3.5 Content of Bid

- a) **Specific Responses to the Qualification Requirements at Annex E (Mandatory at Solicitation Closing):** Please review Annex F carefully and ensure that all the mandatory and requested information is included in your bid.
  
- b) **Certifications (Requested at Solicitation Closing):**
  - i) By submitting a bid, the Bidder is automatically providing the following certifications set out in SSC's Standard Instructions in the section entitled "**Deemed Certifications from Each Bidder**":

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

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

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

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

### 3.6 Bid Requirements: Technical Response

A complete bid consists of all of the following:

- a) **Bid Submission Form (Mandatory at Solicitation Closing)**: Bidders are requested to include the Submission Form with their bids. It provides a common form in which Bidders can provide information required for evaluation, such as a contact name, the Bidder's Procurement Business Number, the language for future communications with Canada about this procurement process, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information requested by the Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- b) **Substantiation of Technical Compliance Form (Mandatory at Solicitation Closing)**: The technical bid must substantiate the compliance of the Bidder and its proposed products specific articles of the Statement of Requirement identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the text of the form, but must clearly explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant and disqualified. The substantiation may refer to additional documentation submitted with the bid. This information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where substantiation can be located in the bid the reference material. The reference must include the title of the document, and the page and paragraph numbers for the reference. Canada may request clarification that the Bidder direct Canada to the appropriate location in the documentation.
- c) **Description of the Bidder's Maintenance and Support Services (Mandatory at Solicitation Closing)**: The Bidder must include a description of its maintenance and support services for software, which must be consistent with all the requirements described in Statement of Requirement.

- d) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.

### 3.7 Bid Requirements: SCSI Submission

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

### 3.8 Bid Requirements: Additional Information for Bid

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

Equipment and Software is “Off-the-Shelf”	Yes
System is “Off-the-Shelf”	Yes

- ii) The Bidder is also required to provide the following certifications described in SSC’s Standard Instructions. Although all these certifications are requested at solicitation closing, if Canada determines that any certification is missing, incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

Software Publisher Certification Form	Required – please provide the information using the OEM Certification Form provided in the annexes
Software Publisher Authorization Form	Required – please provide the information using the OEM Certification Form provided in the annexes

### 3.9 Financial Bid

- i) Pricing: Bidders must submit their financial bid in accordance with the Pricing Tables provided as Annex B, unless otherwise indicated in the Pricing Tables, providing a price for every pricing cell is a mandatory requirement of this solicitation.

## 4. Evaluation Process

### 4.1 General Evaluation Procedures

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

## 4.2 Technical Evaluation

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

## 4.3 SCSI Assessment Process

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

## 4.4 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.

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

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

- v) If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-compliant and be disqualified; Canada may then proceed to the next-ranked bid; and
- vi) If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled “**Priority of Documents**” in the Resulting Contract Clauses.

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

#### **4.6 Basis of Recommendation for Award of Resulting Contract**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory criteria;
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 30% for the technical merit and 70% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 30%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. **Max price:** The total first year bid price should not exceed \$40,000. If bids received for this solicitation do not meet this requirement, SSC reserves the right to cancel this procurement.

### **5. Resulting Contract Clauses**

#### **5.1 Requirement**

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

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

## 5.2 License

- a) **License:** The Contractor must provide the Licensed Software described in the Contract, which includes everything described in this article, as well as anything further required to ensure that the Client is able to use all the features and functionality of the Licensed Software listed in Annex A, including but not limited to providing any and all agents, host agents, access licenses, drivers, application program interfaces, adapters, connectors, plug-ins, and software development tool kits.
- b) **Grant of Licenses:** In addition to the obligations set out in Section 02 (License Grant) of 4003 - Licensed Software, the Contractor grants to Canada a license to use the Licensed Software in accordance with the Contract. This license is non-exclusive, perpetual, irrevocable, world-wide, fully paid and without royalties. The license cannot be restricted, modified or revised in any way by the Contractor.

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

- (i) to deploy, in whole or in part, any or all of the software products that form part of the Licensed Software, together or separately, and in as many installations and locations (off-site workplaces or work environments “in the field”, and in-home work environments for the Client’s business purposes) as the Client sees fit;
- (ii) to create or process an unlimited number of documents, transactions, data and events;
- (iii) to use English and French versions (if available, these must be the “Canadian English” and “Canadian French” versions);

- (iv) to run the Licensed Software on multiple computing platforms and devices; under the Contract, “devices” are defined as mainframes, servers, desktops, workstations, notebooks, laptops, personal digit assistant(s) and networking equipment and peripheral equipment such as switches, routers, hubs, bridges, phones and Gateways, and any other equipment that has a central processor unit(s), mass storage device(s), input output device(s) and operating system;
  - (v) to grant access through a browser using Internet, intranet and extranet environments or any other connections to anyone (Canadians and non-Canadians and employees and contractors of Canada) who uses the services and programs provided by Canada (regardless of their location) to access, view, enter, search, exchange and read information held and created by the Client using the Licensed Software;
  - (vi) to make this use by way of a network, the Internet, an intranet, an extranet, a virtual private network (VPN), an inter-network, or such other means as may become possible from time to time so that users have “universal access rights” (i.e., a right to access the Licensed Software by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available from time to time;
  - (vii) to make this use regardless of the operating systems, software applications and Application Programming Interface(s) (API) that the Client may be using from time to time; however, Canada acknowledges that the Contractor is not granting any license rights to software other than the Licensed Software;
  - (viii) to receive the Licensed Software from the Contractor on Canada’s choice(s) of the media on which the Contractor makes the Licensed Software available to customers (including CD-ROM, Internet download, and such other media that the Contractor uses to distribute the Licensed Software at any given time);
  - (ix) to distribute the Licensed Software to individual Client Users on Canada’s choice(s) of media; and
  - (x) to continue to use the Licensed Software regardless of any changes made at any given time, including but not limited to changes in the operating system, other applications, hardware, peripherals or devices with which the Licensed Software operates; however, the Contractor is not required to deliver a new or different version of the Licensed Software to enable the Client Users to continue to use the Licensed Software in a different environment than the one(s) described in the Contract (unless expressly required to do so as part of the warranty or software maintenance for the Licensed Software described in the Contract).
  - (xi) All without affecting the pricing in the Contract and without requiring the Client to obtain additional licences or accept amended licence terms for the Licensed Software. The “Licensed Software” includes all the software listed in Annex B.
- c) Optional Goods - Purchase Additional Licenses: The Contractor grants to Canada the irrevocable option to purchase licenses at the price set out in the Basis of Payment on the same terms and conditions granted under the Contract. The option(s) may be exercised at any time during the Contract Period, as many times as Canada chooses. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment. In order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance, the full amount will apply on the existing Licensed Software.

### 5.3 Licensed Software Warranty, Software Maintenance and Support

- a) **Licensed Software Warranty:** Despite Section 15 (Warranty) of 4003 or anything else to the contrary in this Contract, the "**Warranty Period**" begins on the date the Licensed Software and the deliverables are accepted in accordance with the terms of this Contract and continues for 12 months.
- b) **Software Maintenance (See Annex G for definitions):** In addition to the obligations set out in Section 15 (Warranty) of 4003 - Licensed Software, and the Contractor's obligations under 4004 - Maintenance and Support Services for Licensed Software, the Contractor must provide the following services as part of the "**Software Maintenance**" throughout the "**Software Support Period**", which is identified in Annex A, plus any period during which Canada has exercised its option under the Contract to extend the Software Maintenance. The Contractor must provide the Client with the most recent release(s) and version(s) of the Licensed Software during the period of the Software Maintenance, as soon as they are available.
- (i) The Contractor must keep track of software releases for the purpose of configuration control.
  - (ii) In addition to the Contractor's obligations under Section 3 (Maintenance Releases) of 4004 - Maintenance and Support Services on Licensed Software, the Contractor must deliver the following software code as part of the Software Maintenance:
    - (A) all Bug Fixes, Software Patches, and all other Enhancements;
    - (B) all Upgrades, updates, major and minor New Releases, and Renames;
    - (C) all Extensions and other modifications, including but not limited to drivers, service packs, and Service Releases;
    - (D) all application programming interfaces (APIs), plug-ins, applets and adapters;
    - (E) all rewrites, including in other programming language(s), where the original version(s) is no longer being maintained by the Software Publisher; and
    - (F) on request, all backgrades or downgrades; however, if these backgrades or downgrades are versions predating the version of the Licensed Software proposed by the Contractor in response to the bid solicitation that resulted in this Contract, the backgrade or downgrade version is provided without warranty and the Contractor will have no obligation to provide Software Maintenance or Support Services for the backgrade or downgrade version of the Licensed Software,which will be made available by the Software Publisher during the Software Maintenance Period.
  - (iii) 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 two years from the date this Contract is issued. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide Upgrades to the Licensed Software as part of the Software Maintenance, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.
- c) **Optional Goods - Extend Software Support Period:** The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 2 additional one-year periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in the Annex B. The option(s) may only be exercised by the

Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.

- d) Optional Goods - Purchase Software Maintenance and Support on Additional License: The Contractor grants to Canada the irrevocable option to purchase Software Maintenance and Support on the additional licenses. If Canada exercises its option for this additional Software Maintenance and Support of the Licensed Software, Canada will pay the Contractor the firm annual price set out in Annex B, payable annually in advance, FOB destination, and GST/HST extra.

## 5.4 Standard Clauses and Conditions

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

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

- (i) Section 02, delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- (ii) Section 23(5) of the General Conditions – Higher Complexity – Goods is amended as follows: delete “Public Works and Government Services (PWGSC)” insert “Shared Services Canada (SSC)”

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

- (i) 4003, (2010-08-16), Supplemental General Conditions - Licensed Software;
  - a. At Section 8 – Replace with the following.

The license to use the Licensed Software under the Contract is transferable by Canada under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department or Crown Corporation, as defined in the Financial Administration Act, R.S.C. 1985, c F-11, as amended from time to time, or to any other party for which Shared Services Canada has been authorized to act under Section 8 of the Shared Services Canada Act, L.C. 2012, ch. 19, at 711 as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring. For the purposes of this section, in the circumstances where an Entity License is transferred, such license will be capped at the number of users in the transferring department, corporation, agency, or other party before the transfer.
- (ii) 4004, (2013-04-25), Supplemental General Conditions - Software Maintenance and Support Services for Licensed Software;

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



## 5.5 Security Requirement

This document is UNCLASSIFIED, however;

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CISD/PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex H.
  - (b) Industrial Security Manual (Latest Edition)

## 5.6 Term of Contract

### a) Contract Period

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

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

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

### b) Option to Extend the Contract:

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by 2 additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority by notice in writing, and will be evidenced, for administrative purposes only, through a contract amendment.

## 5.7 Authorities

### a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Geoffrey Lalor  
Title: Procurement Officer  
Organization: Shared Services Canada  
Procurement and Vendor Relations  
Networks, End Users, and Cyber Security  
Address: 427 Laurier St, Ottawa Ontario, K1G 4A8  
Telephone: 613-462-2730  
E-mail address: [geoffrey.lalor@canada.ca](mailto:geoffrey.lalor@canada.ca)

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

### b) Technical Authority

The SSC Technical Authority for the Contract is:

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

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

### c) Departmental Authority

The Departmental Authority for Health Canada is:

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

The Departmental Authorities may be contacted for additional, department-specific technical content of the Work under the Contract. Technical matters may be discussed with the Departmental Authority; however, the Departmental Authority has no authority to authorize changes to the scope of the Work. Changes to the contract can only be made through a contract amendment issued by the Contracting Authority.

d) **Contractor's Representative**

The Contractor's Representative for the Contract is:

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

## 5.8 Payment

- a) **Licensed Software:** For the license to use the Licensed Software (including delivery, warranty and the Licensed Documentation), all as detailed in the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, GST/HST extra.
- b) **Advance Payments Software Maintenance and Support for the Licensed Software:** For the Software Maintenance and Support, as detailed in this Contract, Canada will pay the Contractor, the firm annual price(s) set out in Annex B, payable in advance, FOB destination, including all customs duties, GST/HST extra.
- c) **Optional goods - Additional Software 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 Annex B, FOB destination, including all customs duties, GST/HST extra.
- d) **Optional goods - Software Maintenance and Support:** For optional Software Maintenance and Support, if Canada exercises its option for Software Maintenance and Support of the Licensed Software, Canada will pay the Contractor the firm annual price(s) set out in Annex B, payable in advance, FOB destination, including all customs duties, GST/HST extra
- e) **Co-terminus Prorated Cost for Additional Licenses:** When Canada procures additional rights to use the software for additional users, the cost will be as per Annex B Table C – Option for Additional Users and will be calculated on a prorata basis of a twelve month year and a thirty day month, adjusted to the current contract end date.
- f) **Services:** For Services, Canada will pay the Contractor the firm price(s) set out in Annex B, payable in arrears, FOB destination, including all customs duties, GST/HST extra.
- g) **Limitation of Expenditure:** Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- h) **Method of Payment - Licensed Software:** Canada will pay the Contractor within 30 days following acceptance or within 30 days of receiving a complete invoice (and any required substantiating documentation), whichever is later. If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

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

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

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

- j) **Method of Payment – Services:**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in the Contract. Customs duties are excluded and Applicable Taxes are extra.

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

- k) **Maintenance and Support Services Pricing Stability:** The Contractor acknowledges that it is important to Canada to be able to continue to access Software Maintenance and Support Services for the Licensed Software after the Term of Contract. The Contractor accordingly offers to continue to provide Software Maintenance and Support Services at reasonable annual rates and on all of the other terms and conditions set out in this Contract, subject to execution by the parties of a formal contract(s) therefore. For each of the two (2) years that follow the Term of Contract, the Contractor hereby offers annual rates that are the lesser of:

- (i) the Contractor's then current published rates; and
- (ii) the previously contracted rates adjusted by the percentage difference in the Consumer Price Index (CPI) as determined by Statistics Canada, for the 12 month period immediately preceding the date on which the price change is to be effective; and,
- (iii) 1% more than the annual rates provided to Canada in the preceding year under this Contract or under any extension entered into pursuant to this Article;

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

- l) **Discretionary Audit**

The following are subject to government audit before or after payment is made:

- (i) The amount claimed under the Contract, as computed in accordance with the Annex B.

## 5.9 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision. By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any changes for work performed by subcontractors.
- b) The Contractor will submit invoices on its own form, which will include:
  - (i) the date;
  - (ii) the Contractor name and address;
  - (iii) the Destination
  - (iv) Standing Offer/Supply Arrangement number (if applicable);
  - (v) Contract serial number;
  - (vi) Product name and description
  - (x) the amount invoiced (exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate, shown separately;
  - (xi) Client Reference Number (CRN); and
  - (xii) Business Number (BN).
- c) The Contractor will send the original and one copy of the invoice to the Departmental Authority's paying office at the following location:

P2P East Invoicing  
P2P.East.Invoices-Factures.Est@hc-sc.gc.ca  
200 Eglantine Drive, Ottawa, ON K1A 0K9
- d) A copy of the invoice must be sent to the Contracting Authority at the following address:

Geoffrey.lalor@canada.ca

## 5.10 Applicable Laws

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

## 5.11 Priority of Documents

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

- a) These Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b) The supplemental general conditions:
  - (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
  - (ii) 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- c) 2030, General Conditions - Higher Complexity - Goods – (2016-04-04);

- d) Annex A, Statement of Requirement;
- e) Annex B, Basis of Payment;
- f) the Contractor's quote not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid;
- g) Annex G, Definitions.

## 5.12 Insurance Requirements

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

## 5.13 Safeguarding Electronic Media

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

## 5.14 Termination for Convenience for Software Maintenance and Support Services

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

## 5.15 Limitation of Liability - Information Management/Information Technology

### a) First Party Liability:

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
  - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.

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

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

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

**b) Third Party Claims:**

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

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

## **5.16 Electronic Procurement & Payment**

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



**ANNEX A- STATEMENT OF REQUIREMENT (SOR)**

(Available with the RFP package)

**ANNEX B- BASIS OF PAYMENT**

(Available with the RFP package)

## **ANNEX C- EVALUATION CRITERIA**

(Available with the RFP package)

**ANNEX D- SCSI SUBMISSION FORM**

(Available with the RFP package)

**ANNEX E- BID SUBMISSION FORM**

(Available with the RFP package)

**ANNEX F - STANDARD INSTRUCTIONS FOR PROCUREMENT DOCUMENTS**

(Available with the RFP package)

## ANNEX G - STANDARD INSTRUCTIONS FOR PROCUREMENT DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

**ANNEX G – SECURITY REQUIREMENT CHECKLIST**

(Available with the RFP package)