



RETURN BIDS TO:

Proposal to **DND-CCSI**

Proposal Submission to Email:

Carol.Hambleton@forces.gc.ca

Bid Solicitation

We hereby offer to sell to Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out thereof.

Instructions: See herein

Supplier legal name and address:

THIS DOCUMENT CONTAINS NO SECURITY REQUIREMENT

Buyandsell.gc.ca/tenders is the official site for DND-CCSI to meet its trade agreement obligations and the authoritative source for Government of Canada tenders.

Title: CCSI Requirement for SaaS License for Digital Literacy	
Date: February 22, 2024	Client #: CCSI0013
Supply Arrangement # EN578-191593	Solicitation # CCSI-SaaS-SOL-0013
Solicitation closes: Date: March 11, 2024 prior to 15:00 (3pm) EDT	
Questions and Concerns need to be submitted by: March 8, 2024 prior to 15:00 (3pm) EDT Address inquiries all enquiries to: Carol Hambleton Email: Carol.Hambleton@forces.gc.ca	

Delivery offered:
Supplier name and address:
Representative Name: Telephone: Email:
Name and title of person authorized to sign on behalf of supplier (type or print):
Signature Date:



PART 1 - GENERAL INFORMATION

1.1 Introduction

This bid solicitation is issued against the Government of Canada (GC) Software as a Service (SaaS) Supply Arrangement (SA) with the Public Services and Procurement Canada (PSPC) file number EN578-191593/F . All terms and conditions of the SA apply to and form part of this Bid Solicitation and any Resulting Contract.

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 **General Information:** provides a general description of the requirement;
- Part 2 **Bidder Instructions:** provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 **Bid Preparation Instructions:** provides Bidders with instructions on how to prepare their bid;
- Part 4 **Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 **Certifications and Additional Information:** includes the certifications and additional information to be provided; and
- Part 6 **Security, Financial and Other Requirements:** includes specific requirements that must be addressed by Bidders.

1.2 Summary

1.2.1 Chief Combat Systems Integration (CCSI) is requiring up to 1500 Digital Literacy Subscription to increase the digital skills and knowledge of CAF members.

CCSI will be awarding three (3) or more contracts from this solicitation.

1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings

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

1.4 Contracting Representative

Name: Carol A. Hambleton
Title: Senior Procurement Specialist
Address: Carling Campus
60 Moodie Drive
Ottawa Ontario
K1A0K2
E-mail: Carol.Hambleton@forces.gc.ca



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

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

The **2003** (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Technical Difficulties of Bid Transmission:

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid:

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.



The 2003 standard instructions is amended as follows:

- Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions **2003** incorporated by reference above is deleted in its entirety and replaced with the following:
 - a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- Subsection 5.4 of **2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: **60 days**

Insert: **120 days**

2.2 Submission of Bids

Bids must be submitted only to Carol.Hambleton@forces.gc.ca specified below by the date and time indicated on page 1 of the bid solicitation:

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

2.5 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at



least three (3) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.0 Bid Preparation Instructions

- (a) If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions, as amended above.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

- (b) If the Bidder chooses to submit its bid on electronic media, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid one (1) PDF attachment;

Section II: Financial Bid one (1) PDF attachment;

Section III: Certifications one (1) PDF attachment.

- (c) Due to the nature of the bid solicitation, bids transmitted in hard copies or by facsimile will not be accepted.

- (d) Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid. The Technical Bid and the Certifications may be included on the same PDF attachment.

3.1 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.2 Section II: Financial Bid

- 3.2.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

3.2.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.



If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.2.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.2.4 Financial Capability

SACC *Manual* clause [A9033T](#) (2012-07-16) Financial Capability.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in Annex "A".

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

- (a) A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.
- (b) The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the Contract period.

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.2 Certifications Precedent to Contract Award

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.



5.2.1 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html\)](https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html).

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

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

The Bidder must provide the Contracting Authority with a completed annex titled "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 titled "Federal Contractors Program for Employment Equity - Certification", for each member of the Joint Venture.



Part 6 – Resulting Contract Clauses

Software as a Service Solution (SaaS)

Resulting Contract Terms

Note to Contractors: *These Resulting Contract Clauses are intended to form the basis of any contract(s) resulting from the RFSA. Except where specifically set out in these Resulting Contract Clauses, acceptance by Suppliers of all the clauses is a mandatory requirement of this RFSA.*

No modification or other terms and conditions included in the Submission will apply to any resulting contract, despite the fact that the Submission may become part of the resulting contract.

Any Supplier providing a Submission containing statements implying that the Submission is conditional on modification of these Resulting Contract Clauses (including all documents incorporated by reference) or containing terms and conditions that purport to supersede these Resulting Contract Clauses will be considered non-responsive. As a result, Suppliers with concerns regarding the provisions of these Resulting Contract Clauses should raise those concerns in accordance with the RFSA.

If additional legal issues are raised by a Submission, Canada reserves the right to address those issues in any contract awarded as a result of this RFSA. If the additional provisions are unacceptable to the Supplier, the Supplier may withdraw its Submission.

This Contract is issued in accordance with Supply Arrangement (SA) [\[SA number on page 1\]](#). The Terms and Conditions set out in the SA form part of this Contract.

1. Requirement

1.1 The Contractor agrees to provide the Services and perform the Work described in the Contract in accordance with and at prices no greater than those set out in the Supply Arrangement, Annex C – SaaS Solution(s) and Ceiling Prices, or in the Contractor's bid, as applicable.

1.2 Services. The Contractor agrees to provide the following Services:

- (a) providing the Services identified in Appendix A, which includes, at a minimum:
 - (i) granting usage rights to the Software as a Service (SaaS) Solutions ("Solution(s)") identified in Appendix A provided by or hosted by the Contractor;
 - (ii) providing Solution Documentation;
 - (iii) maintaining, upgrading, and updating the Solution(s);
 - (iv) managing incidents and defects to ensure the Solution(s) operate at the applicable service levels;
 - (v) providing incidental and additionally required information technology infrastructure services; and
 - (vi) infrastructure services required to deliver the Solution.

1.3 Client. Under the Contract, the "Client" is Department of Defense – Chief Combat Systems Integration.

1.4 Reorganization of Clients. The Contractor's obligation to provide the Services and perform the Work will not be affected by (and no additional fees will be payable as a result of) any form of



reorganization or restructuring of any Client. Canada may designate replacement Contracting Authority or Technical Authority.

2. Term, Termination and Auto Renewal

2.1 Subscription Term

- (a) **Subscription Services.** *Canada acknowledges that the Contractor will deliver the Services on a subscription basis without a prescribed Contract Period. Canada further understands that even if a defined Contract Period is identified, that the Contractor's commercial offering may provide for an automatic renewal of the subscription services.*
- (b) **Metrics.** *The Contractor agrees to provide Canada with access to the Solution on a subscription basis, all at prices no greater than those set out in the Supply Arrangement, Annex C – SaaS Solutions and Ceiling Prices, or in the Contractor's bid, as applicable.*
- (c) **Auto-Renewal Notification.** *The Contractor acknowledges that, despite Canada's agreement to the Contractor's standard commercial terms, Canada is subject to a legal regulatory framework governing financial expenditure authority.*

The Contractor agrees to provide a notification functionality or a tool to Canada as part of the Services, to assist Canada in administering the Contract. The Contractor further agrees to send notifications to both the Contracting Authority and the Technical Authority at least 60 days in advance of the expiry of the subscription services or Contract Period.

- (d) **Grace Period.** *The Contractor agrees to provide Canada with a grace period of 4 weeks to terminate the Contract Period, in the event that Canada fails to stop its usage of the Service on or before the end of the defined Contract Period. At any time before the expiry of the grace period, and notwithstanding any auto-renewal clause elsewhere in the Contract, the Contracting Authority may terminate the Contract by providing written notice to the Contractor of Canada's decision to terminate the Contract. Upon delivery of the notice, the termination will take effect immediately or, at the time specified in the termination notice. Canada will be released from further obligation under the Contract after the termination date, and will be specifically released from any extended term resulting from an auto-renewal clause. The Contractor will apply no penalty or additional fees in these circumstances.*
- (e) **Canada's Responsibility.** *Notwithstanding the provision of the grace period, Canada remains responsible to monitor its obligations under the Contract, including fees, renewal and expiry dates, consumption, usage, payment, termination and renewals.*
- (f) **Change in Consumption:** *The Contractor grants to Canada the irrevocable option to increase or decrease their consumption of the SaaS products or services detailed in Appendix A. Where Canada's consumption of a specific SaaS products or services is decreased, the Contractor agrees that no penalty shall apply as a result, although per unit pricing may be adjusted given a decrease in consumption as indicated through the Contractor's Annex C – SaaS Solutions and Ceiling Prices.*

3. Solution

3.1 Software as a Service. The Contractor will deliver the Solution through a Software as a Service ("SaaS") delivery model, allowing Canada to access and use the Solution which is hosted by the Contractor.

3.2 Commercially-Available Solution. Canada acknowledges that the Solution is a commercially-available solution provided to other customers. As part of the subscription to use the Solution, the Contractor agrees to make available to Canada all the features and functionalities included in the



commercially available version of the Solution, and be responsible for the incidental and required information technology infrastructure services required to deliver the Solution, all of which is included in the subscription price.

3.3 Software Application Evolution; Features or Functionalities. Canada acknowledges that the Solution, underlying software application or associated infrastructure may evolve during the course of the Contract Period. The Contractor agrees to continue to provide the Services as the commercially available Solution, with functionality or features with terms that are materially no less favourable than as at the time of Contract award.

3.4 Improvements to and Evolution of the Solution. The parties acknowledge that technology and business models evolve quickly and that any Solution provided at the beginning of the Contract Period inevitably will be different from the Solution provided at the end of the Contract Period and the method(s) by which the Solution and any potential peripherals are delivered to Canada are likely to change or evolve, and that, at the time of entering into this Contract, the parties cannot possibly contemplate all the goods or services that may be delivered under this Contract, other than they will be connected to delivering to Users. With that in mind, the parties agree that:

- (a) The Contractor must maintain and continuously improve the Solution and infrastructure throughout the Contract Period on a commercially reasonable basis, and must provide those improvements and enhancements to Canada as part of Canada's subscription, with no price adjustment if those improvements and enhancements are also offered to other customers at no additional cost.
- (b) If the Contractor removes any functions from the commercial offering to the Solution and offers those functions in any new or other services or products, the Contractor must continue to provide those functions to Canada as part of Canada's subscription to the Services, under the existing terms and conditions of the Contract regardless of whether those other services or products also contain new or additional functions. The Contractor has no obligation to comply with this paragraph if the Solution acquired by Canada is still offered by Contractor in parallel with the new services offered to other customers.

3.5 Downgrade. If the Contractor is unable to provide the Services with no less favourable core features and functionality, the Contractor will provide written Notice to Canada identifying the circumstance, and alternative options, specifically including a reduction in pricing. If no proposed alternative option is acceptable to Canada, the Contractor agrees to consent to a termination of the Contract. The Contractor agrees to immediately repay the portion of any advance payment for the Services that is unliquidated at the date of the termination to Canada.

4. Services

4.1 Solution Services

- (a) **Software as a Service.** The Contractor will provide all Services required for Canada to access and use the Solution as specified in Appendix A.
- (b) **Authority.** The Contractor represents and warrants that it owns or has obtained and will maintain throughout the Contract Period, all necessary authority specifically including intellectual property rights required to provide the Services in accordance with the terms of this Contract.
- (c) **Indemnification.** If anyone claims that as a result of Canada's access or use of the SaaS Services, Canada is infringing its intellectual property rights, Canada will promptly notify the Supplier in writing about the claim. In the above circumstances, or if anyone claims that the Supplier is infringing its intellectual property rights in relation to the subject SaaS Solution of this Contract.



The Supplier must immediately do one of the following:

- (i) take all necessary steps to acquire the rights to be able to continue to provide Canada the Solution Services in accordance with the Contract;
- (ii) modify or replace the allegedly infringing part of or the whole SaaS Solution, and continue to provide Canada the Solution Services in accordance with the Contract;
- (iii) if the above options are not viable, the Supplier agrees to provide written notice of the claim to Canada, and propose an alternate "Replacement" SaaS Solution as a new or interim basis of the Solution Services under this Contract. The Supplier agrees to provide the new or interim Solution Services at the same price as the subject Solution Services, for the duration of the Contract Period, regardless of the Supplier's commercial price for the Replacement SaaS Solution, or whether the Replacement SaaS Solution has greater functionality. Additionally, the Supplier agrees to provide training at no additional cost if required by Canada for its use of the Replacement SaaS Solution; or
- (iv) provide written notice to Canada to terminate the Contract, including the name of the claimant, the nature of the claim, the Supplier's purported authority to the allegedly infringing part of the SaaS Solution and a confirmation of the Supplier's inability to continue to provide Canada the Solution Services in accordance with the Contract. For this termination right, the Supplier agrees to provide Canada extended access to any GC data used or stored through the SaaS Solution for recovery or migration, and agrees to fully refund any part of the Contract Price that Canada has already paid in previous 12 months, or from the date of infringement, whichever is earlier.

If the Supplier fails to comply with this section within a reasonable amount of time, the Supplier agrees to reimburse Canada for all the costs Canada may incur to resolve the infringement claim, including the procurement of new Solution Services.

- (d) **Accessibility:** The Contractor must ensure that the Solution does not interfere with accessibility standards compliance, as specified in the Standard on Web Accessibility: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601>.
- (e) **Usage Grant.** Subject to the quantities identified in Appendix A, the Contractor grants to Canada the non-exclusive, non-assignable right to access and use the Solution from an unlimited number of locations, devices and operating environments, through secure, wireless, mobile or other connection, via the internet, a web browser or other access connection technology which may become available.
- (f) **Included.** The Contractor represents and warrants that the Services include
 - (i) hosting and maintenance of the Solution;
 - (ii) all incidental and additional required information technology infrastructure services, in compliance with all required security standards;
 - (iii) the technical infrastructure that complies with all required security standards, allowing Canada to use the Solution to process any of Client's Data in compliance with its expressed security standards; and
 - (iv) unfettered access and use by the Client, regardless of the amount of data created, processed or stored by the Solution, all of which is included in the price, subject to the quantities identified in Appendix A,



- (g) **Restricted Usage Rights.** Canada acknowledges that in providing the Services, the Contractor is not delivering ownership rights to any software product, component of the Solution or infrastructure used by the Contractor to provide the Services, except as expressly provided in a Task Authorization. Canada will not knowingly:
 - (i) distribute, license, loan, or sell the Solution;
 - (ii) impair or circumvent the Solution's security mechanisms; or
 - (iii) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Solution.
- (h) **Applicable Terms and Conditions.** The Contractor has advised and Canada acknowledges that the Contractor may unilaterally modify the terms under which it provides its commercial offering of the Solution, without notice to its customers, including Canada. The Contractor represents and warrants that any such modification will not result in less favourable terms, specifically including price, service levels and remedies, regardless of any notification to the contrary.
- (i) **Additional Terms and Conditions.** The parties agree that any terms and conditions, including any "click-through" or "pop-up" notices, that apply to the Contractor's commercial offering of the Solution, including third party tools or incidental infrastructure, will not apply to Canada's use of the Solution if those terms conflict with the express terms of this Contract. The terms and conditions of third party tools not specified as a Service or Solution in Appendix A are not subject to this section.
- (j) **Commercial SaaS Offering.** Canada acknowledges that it will accept the Contractor's commercial SaaS offering, and states that, unless explicitly identified as Work or Services to be delivered under this Contract, Canada does not require custom development, alternative services, service levels, functionalities or features.
- (k) **Data Retrieval:** The Contractor agrees to make Canada's data available for a minimum of 30 days after the end of the Contract to allow the Client sufficient time to migrate their data to a new environment, at no additional cost to Canada.

5. Service Levels

Annex D, Service Level Agreement contains the specific information defining the levels and standards for processes and performance expectations for the Services to be delivered under the Contract, and must be read in conjunction with the following section.

5.1 Availability. The Contractor will make the Service available to Canada in strict compliance with Solution Documentation and Annex D, Service Level Agreement.

5.2 Service Credits. The Contractor will provide the applicable Service Credits to Canada for failing to achieve the uptime Solution Availability levels as defined in Annex D, Service Level Agreement.

5.3 Exclusions. The Contractor will expressly specify any exclusions to the Solution Availability levels identified in Annex D, Service Level Agreement.

5.4 Support Services. The Contractor will provide technical support assistance in strict compliance with Annex D, Service Level Agreement.

5.5 Escalation. The Contractor will provide an escalation process for dispute resolution, which is identified in Annex D, Service Level Agreement.



5.6 No Infringement. The Contractor warrants that, **to the best of its knowledge**, nothing in the Solution, or in Canada's use of the Solution, **does or will** infringe or constitute a misappropriation of the intellectual property or other rights of a third party.

6. Documentation

6.1 Solution Documentation. The Contractor must provide or deliver access to the commercially available Solution Documentation to Canada upon Contract Award. The Contractor must update Solution Documentation on a commercially reasonable basis.

6.2 Other Documentation. The Contractor must provide or deliver access to any documentation required in performance of the Work.

6.3 Translation Rights. The Contractor agrees that Canada may translate any written deliverable, including the Solution Documentation or Training Materials into English or French. The Contractor acknowledges that Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor will not be responsible for technical errors that arise as a result of any translation made by Canada.

6.4 Right to License. The Contractor guarantees that it has the right to license the Software as a Service 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 4.1(c) "Indemnification" contained in the in Annex F of the Articles of Agreement.

6.5 Defective Documentation. If at any time during the Contract Period, Canada advises the Contractor of a defect or non-conformance in any part of the documentation delivered with the Work, the Contractor must correct the defect or non-conformance as soon as possible and at its own expense. Canada may provide the Contractor with information about defects or non-conformance in other documentation, including the Solution Documentation, for information purposes only.

7. Rights & Remedies

7.1 Rights are Cumulative:

All rights and remedies provided in the Contract or by law are cumulative, not exclusive.

7.2 Termination for Default

- (a) **Notice of Default:** The Contracting Authority may serve the Contractor with written Notice of Termination for Default of part or all of the Contract. The Notice will identify the breach, the relevant circumstances, any proposed cure period, the affected Work or Services (if partial termination), any action plan requirement, any required Transition or Migration Services, and the effective date of termination. The Notice will also identify whether Canada reserves any additional damages claim.
- (b) **Contractor Compliance:** The Contractor must comply with the requirements of the Notice.
- (c) **Total Default:** If, in Canada's reasonable opinion, the Contractor's default is a total or material breach of the Contract, Canada may immediately terminate the Contract by the Notice. For clarity, Canada's opinion may be based on circumstances including but not limited to:
 - (i) the Contractor's non-performance of a material contract obligation;



- (ii) the Contractor irrefutably appears unable to perform a material contract obligation, due to factors beyond the Contractor's control. For clarity, this includes, actual or apparent insolvency, repeated failure to produce acceptable deliverables under this or other similar contracts with Canada,
 - (iii) the Contractor's multiple or repeated, uncured breach of an intermediate contract obligation(s), and
 - (iv) the Contractor's default adversely impacting government operations.
- (d) **Other Default:**
- (i) If the Contractor defaults are not Total Defaults, Canada will identify a Cure Period during which the Contractor must remedy the default and may require an action plan.
 - (ii) If, in response to the Notice, the Contractor indicates its inability or unwillingness to cure the default, Canada may terminate the Contract for default immediately.
 - (iii) If the Contract (including any individual Task Authorization) specifies that a specific default will be subject to no cure period, Canada may terminate the Contract for default immediately without providing any opportunity to cure the default.
- (e) Canada is not required to notify the Contractor of any or every default. The Parties agree Canada may choose to not use this formal notification process or may choose to extend time to the Contractor, and neither will be construed as Canada waiving any rights or acquiescing in the Contractor's default.
- (f) If Canada terminates the Contract for default, Canada will only pay for completed Work or Services delivered and accepted, prior to the termination date. Canada will not pay any amount exceeding the value of the Work or Services accepted. The contractor agrees to immediately repay the portion of any advance payment that is unliquidated at the date of the termination to Canada.

7.3 Termination for Convenience

- (a) **Notice of Termination:** The Contracting Authority may serve the Contractor with written Notice of Termination for Convenience of part or all of the Work. The Notice will identify the effective date of termination, the affected Work (if partial termination), and any required Transition or Migration Services. The Contractor must comply with the requirements of the Notice, including continuing to perform or deliver Services or Work not affected by the termination.
- (b) The Contractor agrees to immediately repay the portion of any advance payment that is unliquidated at the date of the termination to Canada.
- (c) If, under (a), Canada terminates:
 - a. **Work.** Canada will pay the Contractor reasonable costs incidental to the termination of the Work incurred by the Contractor, specifically excluding costs related to severance of employees, unless the Contractor establishes those costs arise from statutory obligations.



- (d) The parties agree that these amounts represent a genuine estimate of liquidated damages that would result to the Contractor for early termination of the Contract, and not a penalty.

8. Basis of Payment

8.1 Subscription. For the Services, including access to and use of the Solution, Solution Documentation, Support Services, and incidental and additionally required information technology infrastructure services (all the Services described in this Contract that is not Work), Canada shall pay the prices detailed in Annex C – SaaS Solutions and Ceiling Prices, or in the Contractor's bid, as applicable.

8.2 Price Certification. The Contractor certifies that the price quoted is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both.

9. Payments

9.1 Invoices

- (a) **Invoice Submission.** The Contractor must submit invoices for the Services and delivery of any Work, as applicable.
- (b) **Invoice Requirements.** Invoices must be submitted in the Contractor's name and contain:
 - (i) the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - (ii) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - (iii) Applicable Taxes must be shown as a separate line item along with corresponding registration numbers from the tax authorities and all items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices;
 - (iv) deduction for holdback, if applicable; and
 - (v) the extension of the totals, if applicable.
- (c) **Taxes**
 - (i) **Payment of Taxes.** Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor must remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
 - (ii) **Withholding for Non-Residents.** Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.



- (d) **Certification of Invoices.** By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

9.2 Payment Period. Canada will pay the Contractor's undisputed invoice amount within 30 days of receipt. In the event an invoice is not in an acceptable form and content, Canada will notify the Contractor and the 30 day payment period will begin on receipt of a conforming invoice.

9.3 Interest on Late Payments. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive, provided Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

9.4 Method of Payment

- (a) Canada will make payment to the Contractor for the Services either in advance or in arrears, in accordance with Annex C SaaS Solutions and Ceiling Prices or the Contractor's bid, as applicable. Where payment is made in advance, the advance payment period shall not exceed 12 months. Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or the delivery of the Services.
- (b) 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 owed. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section 11.3 once the dispute is resolved.
- (c) **Single Payment:** Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
 - (i) an accurate and complete invoice, timesheet and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) all such documents have been verified by Canada; and
 - (iii) the Work delivered has been accepted by Canada.

9.5 Limitation of Expenditure.

- (a) 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.

9.6 Electronic Payment of Invoices. The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- (a) Direct Deposit (Domestic and International);
- (b) Electronic Data Interchange (EDI);
- (c) Wire Transfer (International Only);
- (d) Large Value Transfer System (LVTS) (Over \$25M); or



- (e) Acquisition Card (Visa or MasterCard), to the extent that this type of payment is made commercially available by the Contractor as a payment method.

10. Insurance Requirements

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

12. Limitation of Liability

13.1 First Party Liability:

- (a) **Contract Performance:** The Contractor is fully liable for all damages to Canada, arising from the Contractor's performance or failure to perform the Contract.
- (b) **Data Breach:** The Contractor is fully liable for all damages to Canada resulting from its breach of security or confidentiality obligations resulting in unauthorized access to or unauthorized disclosure of records or data or information owned by Canada or a third party.
- (c) **Limitation Per Incident:** Subject to the following section, irrespective of the basis or the nature of the claim, the Contractor's total liability per incident will not exceed the cumulative value of the Contract invoices for 12 months preceding the incident.
- (d) **No Limitation:** The above limitation of Contractor liability does not apply to:
 - (i) wilful misconduct or deliberate acts of wrongdoing, and
 - (ii) any breach of warranty obligations.

13.2 Third Party Liability: Regardless whether the third party claims against Canada, the Contractor or both, each Party agrees that it will accept full liability for damages that it causes to the third party in connection with the Contract. The apportionment of liability will be the amount set out by agreement of the Parties or determined by a court. The Parties agree to reimburse each other for any payment to a third party in respect of damages caused by the other, and the other Party agrees to promptly reimburse for its share of the liability.

13. General Provisions

16.1 Applicable Laws. This Contract will be interpreted and governed by the laws of Ontario.

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

16.3 Severability. If any provision of this Contract is declared unenforceable by an authoritative court, the remainder of this Contract will remain in force.



16.4 Waiver. The failure or neglect by a party to enforce any of rights under this Contract will not be deemed to be a waiver of that party's rights.

16.5 No Bribe. The Contractor warrants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

16.6 Contingency Fees. The Contractor represents that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

16.7 International Sanctions.

- (a) Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
- (b) The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- (c) The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated.

16.8 Integrity Provisions - Contract. The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

16.9 Code of Conduct for Procurement - Contract. The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.

16.10 Conflict of interest and Values and Ethics Codes for the Public Service. The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of Interest Act](#), 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

16.11 Authorities

Contracting Representative

The Contracting Authority for the Contract is:



Name: TBD

Title:

Organization:

Address:

Telephone:

E-mail address:

The Contracting Authority must receive a copy of the Invoice for Canada's record and review.

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

Technical Authority

The 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 Work is being carried out 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 scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Client Administrative Contact

The Client Administrative Contact is:

Name: TBD

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

The Client Administrative Contact must receive the original Invoice. All inquiries for request for payment must be made to the Client Administrative Contact.

Contractor's Representative

The Contractor's Representative is:

Name: TBD



Title:

Telephone:

Facsimile:

E-mail address:

Grant of Agent Authority (if applicable)

The Contractor advises Canada, and Canada acknowledges that the Contractor intends to appoint one of its Authorized Partners as its Authorized Agent (“Authorized Agent”) to fulfill certain contractual obligations on behalf of the Contractor during the Contract, as defined in the Scope section below.

The Contractor appoints its Authorized Partner, ***(to be completed at Contract Award)*** as its Authorized Agent under the Contract.

The Authorized Agent Contact is:

Name: TBD

Title:

Telephone:

Facsimile:

E-mail address:

The Contractor agrees to provide 30-days advance written notice to the Contracting Authority of any of the following:

- (i) its replacement of any Authorized Partner as Authorized Agent,
- (ii) any change to the scope of power delegated to the Authorized Agent, and
- (iii) the termination of the Authorized Agent.

The Contractor agrees, upon request by the Contracting Authority, to immediately remove or replace the Authorized Agent. Removal or replacement of the Authorized Agent is in addition to any other remedy Canada may invoke. A breach by an Authorized Agent is a breach by the Contractor itself.

16.12 Scope of Agent Authority

The Contractor declares that the named Authorized Agent is authorized to transact business on the Contractor’s behalf in matters relating to the supply of the goods and services under the Contract, limited to negotiating prices, providing billing information, invoicing, providing consumption reporting services, and receiving payment.

The Contractor agrees that, upon proof of payment, any payment made by Canada to the Authorized Agent will be considered payment to the Contractor itself. This agency relationship (through which the Authorized Agent performs contractual obligations on behalf of the Contractor) does not amend, diminish or modify any of the responsibilities of the Contractor under the Contract. The Contractor agrees and understands that it is solely responsible for ensuring that all of its Authorized Agents comply with the applicable terms and conditions of the Contract. If the Authorized Agent fails to comply with the applicable terms and conditions, the Contractor must, upon written notification from the Contracting Authority, immediately complete and fulfill those obligations at no additional cost to Canada.

17. Software Usage Rights (SUR)



Only terms and conditions included in a Suppliers SUR(s), detailed under 3.2 Section I: Technical Submission, (c) (viii), related to software usage rights will apply and forms part of the contract. Any terms and conditions within Annex O – SaaS SUR(s) which include pricing information, such as (but not limited to) those that attempt to impose financial conditions, pricing terms, or compliance penalties, shall be deemed stricken and are of no force or effect.



ANNEX “A” - STATEMENT OF REQUIREMENT

Digital Workforce Enablement Subscriptions for Chief Combat Systems Integration (CCSI)

1. Background

CCSI requires e-learning subscriptions to increase the digital skills and knowledge of Canadian Armed Forces (CAF) members. Initially this will be focused on improving CAF members use of Office 365 and growing to include more topics such as cloud, AI, data, etc. Being digitally literate is increasingly critical to making decisions within the defence and security domains and current CAF developmental venues and phases of instruction are not yet equipped to provide such training.

2. Objective

The subscriptions will be used to increase the digital skills and knowledge of CAF members to ensure they can survive, fight, and thrive in the digital age. Initial learning will be focused on improving Office 365 skills and continue to grow into other topics such as cloud, AI, data, etc.

3. Software Requirements

The following stipulate the mandatory requirements that are essential for the solution:

Identifier	Mandatory Requirement
M1	The subscription must offer courses on Office 365, cloud, AI, and data.
M2	All subscriptions will be delivered in accordance with Annex D – Service Level Agreement from the Supply Arrangement.



Appendix “1” to Annex “A” Statement of Requirement

See attachment to this solicitation package.



ANNEX “B” - BASIS OF PAYMENT

The Bidder must complete this pricing schedule and include it in its financial bid.

As applicable, in Attachment 1 to Part 3, Pricing Schedule, the Contracting Authority must insert: The rate included in this pricing schedule exclude the total estimated cost of the authorized travel and living expenses described in clause 7.6 of Part 7 of the bid solicitation.

The rate included in this pricing schedule include the total estimated cost of any travel and living expenses that may need to be incurred inside the National Capital Region (NCR) defined in the [National Capital Act \(R.S.C., 1985, c. N-4\)](#).

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

1. TABLE 1 - LIST OF INITIAL DELIVERABLES

Table 1 - List of Initial Deliverables							
Item No.	Supplier's Product Name (Per Annex C)	Supplier's Part No. (Per Annex C)	Unit of Measure (Per Annex C)	Period	Qty	Unit Price	Extended Price
1			Block of 100				
...							
Sub-Total:							\$0.00

Signature

Name Print name and Capacity

Date



ANNEX “C” - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

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

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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