



RETURN BIDS TO:

Bid Receiving - SSC
180 Kent Street,
MINTO Building, 13th Floor
Ottawa, Ontario, K1G 4A8

RETOURNER LES SOUMISSIONS À:

Réception des Soumissions - SPC
180 rue Kent,
Pavillon MINTO, 13e étage
Ottawa, Ontario, K1G 4A8

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Shared Services Canada

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

**Proposition aux: Services partagés
Canada**

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

Comments - Commentaires

***THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT***

Issuing Office – Bureau de distribution

SSC | SPC

Procurement and Vendors Relationships |
Acquisitions et relations avec les
fournisseurs
EO Division | Division EO
180 Kent Street | 180 rue Kent
MINTO Building | Pavillon MINTO
Ottawa, Ontario, K1G 4A8

Title – Sujet Audio Visual Systems for Shared Services Canada	
Solicitation No. – N° de l'invitation 10034156/A	Date May 1, 2014
Client Reference No. – N° référence du client RAS 13-14383-0	
File No. – N° de dossier C93.13-14383-0	
Solicitation Closes – L'invitation prend fin at – à 11:59 PM on – le May 21, 2014	Time Zone Fuseau horaire Eastern Standard Time (EST) / Heure Normale de l'Est (HNE)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Daniel Clement	Buyer Id – Id de l'acheteur C93
Telephone No. – N° de téléphone : 613-854-6451	FAX No. – N° de FAX Not applicable
Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

BID SOLICITATION
AUDIO VISUAL SYSTEMS
FOR
SHARED SERVICES CANADA

TABLE OF CONTENTS

PART 1	GENERAL INFORMATION	4
1.1	Introduction	4
1.2	Summary	4
PART 2	BIDDER INSTRUCTIONS	6
2.1	Standard Instructions, Clauses and Conditions	6
2.2	Submission of Bids	7
2.3	Enquiries - Bid Solicitation	7
2.4	Applicable Laws	7
2.5	Supply Chain Security Information Assessment Process – Mandatory On-Going Qualification Submission Requirements	8
2.6	Non-Disclosure Agreement for Incorporation into ITQ	8
PART 3	BID PREPARATION INSTRUCTIONS	9
3.1	Bid Preparation Instructions	9
3.2	Joint Venture Experience	10
3.3	Section I: Technical Bid	10
3.4	Section II: Financial Bid	13
3.5	Section III: Certifications	14
PART 4	EVALUATION PROCEDURES AND BASIS OF SELECTION	15
4.1	Evaluation Procedures	15
4.2	Technical Evaluation - Mandatory Technical Criteria	15
4.3	Assessment of Supply Chain Security Information	15
4.4	Financial Evaluation	16
4.5	Basis of Selection	17
PART 5	CERTIFICATIONS	18
5.1	Mandatory Certifications Required Precedent to Contract Award	18
5.2	Additional Certifications Precedent to Contract Award	19
5.3	Former Public Servant Certification	20
PART 6	SECURITY, FINANCIAL AND OTHER REQUIREMENTS	23
6.1	Security Requirement	23

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

6.2 Financial Capability 23

PART 7 RESULTING CONTRACT CLAUSES24

7.1 Requirement 24

7.2 Service Order 25

7.3 Standard Clauses and Conditions 27

7.4 Security Requirement 28

7.5 Change of Control 29

7.6 Supply Chain Security Clauses 30

7.7 Site Access 30

7.8 Subcontracting 31

7.9 Protection and Security of Data Stored in Databases 31

7.10 Network Connectivity and Access Control to Databases 32

7.11 Security Audit 32

7.12 Identification of New Security Vulnerabilities 32

7.13 Contract Period 34

7.14 Authorities 35

7.15 Proactive Disclosure of Contracts with Former Public Servants 35

7.16 Payment 36

7.17 Invoicing Instructions 41

7.18 Certifications 42

7.19 Applicable Laws 42

7.20 Priority of Documents 42

7.21 Insurance Requirements 43

7.22 Limitation of Liability - Information Management/Information Technology 43

7.23 Joint Venture Contractor 44

7.24 Hardware 45

7.25 Deliverable Substitutions for Audio Video Hardware / Software 46

7.26 Extension of Existing Product Line 46

7.27 Assessment of New Products 47

7.28 Representations and Warranties 47

7.29 Licensed Software 48

7.30 Training 48

7.31 Support Resources Services - General 48

7.32 Safeguarding Electronic Media 48

7.33 Packaging Recycling 49

7.34 Reporting Requirements 49

7.35 Access to Canada's Property and Facilities 49

Solicitation No. - N° de l'invitation
10034156/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
C93

Client Ref. No. - N° de réf. du client
RAS 13-14383-0

File No. - N° du dossier
C93-10034156

CCC No./N° CCC - FMS No./N° VME

List of Annexes to the Resulting Contract:

Annex A Statement of Work
Appendix A to Annex A - DOF Building Specification
Appendix B to Annex A - Dialog McRobie Specification
Appendix C to Annex A - DMA Drawings: AK01A to AK03A
Appendix D to Annex A - DMA Drawings: AK01B to AK03B
Appendix E to Annex A - DMA Drawings: AV001A to AV020
Appendix F to Annex A - AV Functional Design Drawings: AV-601A to AV-608
Appendix G to Annex A - Conduit Requirements

Annex B Pricing Sheets
Annex C Security Requirements Check List (SRCL)
Annex D Service Order Sample

Forms:

- Form 1 – Bid Submission Form
- Form 2 – Federal Contractors Program for Employment Equity – Certification
- Form 3 – Substantiation of Technical Compliance Form
- Form 4 – OEM Certification Form
- Form 5A – Software Publisher Certification Form
- Form 5B – Software Publisher Authorization Form
- Form 6 – Criminal Record Verification Form
- Form 7 – Customer Reference Contact Information
- Form 8 – Product Solution List

Solicitation No. - N° de l'invitation
10034156/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
C93

Client Ref. No. - N° de réf. du client
RAS 13-14383-0

File No. - N° du dossier
C93-10034156

CCC No./N° CCC - FMS No./N° VME

BID SOLICITATION

AUDIO VISUAL SYSTEMS

FOR

SHARED SERVICES CANADA

PART 1 GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven 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, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

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

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

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

1.2 Summary

1.2.1 This bid solicitation is being issued by SSC. The resulting contract will be used by SSC to provide shared services to its client the Department of Finance.

The requirement of the resulting contract is for the supply and installation of AV/VC Hardware for the new office facilities located at 90 Elgin Street, Ottawa, ON. The deliverables include, among others: AV/VC Hardware, Licensed Software, user devices, system administration and training, support resources for specialized labor.

1.2.2 It is intended to result in the award of a 1 year contract. This bid solicitation does not preclude SSC from using another method of supply.

1.2.3 There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://www.pwgsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) Website.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- 1.2.4 On July 12, 2012, SSC invoked the National Security Exception under the trade agreements in respect of procurements related to email, networks and Data Centre's for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.
- 1.2.5 Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. SCC has the discretion to provide debriefing in writing or by telephone.

PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 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>) issued by Public Works and Government Services Canada.
- 2.1.2 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.
- 2.1.3 Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16”.
- 2.1.4 Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
Delete: sixty (60) days
Insert: one hundred and eighty (180) days
- 2.1.5 Sections 6 and 7 of the 2003 (2013/06/01) Standard Instructions – Goods and Services – Competitive Requirements are deleted;
- 2.1.6 Section 10 of the 2003 (2013/06/01) Standard Instructions – Goods and Services – Competitive Requirements is amended by:
1. changing the title to read “Legal Capacity and Ownership and Control Information”;
 2. numbering the first paragraph as number 1.; and
 3. adding the following paragraphs to the section:
 2. The Bidder must provide, if requested by the Contracting Authority, the following information as well as any other requested information related to the ownership and control of the Bidder, its owners, its management and any related corporations and partnerships:
 - (a) An organization chart for the Bidder showing all related corporations and partnerships;
 - (b) A list of all the Bidder’s shareholders and/or partners, as applicable; if the Bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner; and
 - (c) A list of all the Bidder’s directors and officers, together with each individual’s home address, date of birth, birthplace and citizenship(s); if the Bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner.
- In the case of a joint venture Bidder, this information must be provided for each member of the joint venture. The Contracting Authority may also require that this information be provided in respect of any subcontractors specified in a bid.
3. For the purposes of this section, a corporation or partnership will be considered related to another party if:
 - (a) they are “related persons” or “affiliated persons” according to the Canada Income Tax Act;
 - (b) the entities have now or in the two years before the closing date had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (c) the entities otherwise do not deal with one another at arm’s length, or each of them does not deal at arm’s length with the same third party.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

2.1.7 Section 12 of the 2003 (2013/06/01) Standard Instructions – Goods and Services – Competitive Requirements is amended by adding the following subsection 4:

4. Canada also reserves the right to reject a bid where Canada is of the opinion that awarding the contract to the Bidder could be injurious to the national interest or to national security.

2.1.8 The 2003 (2013/06/01) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC.

2.1.9 For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

2.2 Submission of Bids

2.2.1 Bids must be addressed to the Contracting Authority and the location indicated on page 1 of the RFP. A cancellation date stamp, a courier bill of landing or a date stamped label from a Delivery Company must indicate that the Bid was received on or before the closing date and time. Delivery Company means an incorporated courier company, Canada Post Corporation, or a national equivalent of a foreign country. The Contracting Authority will have the right to ask for information from the Bidder, or the Delivery Company to verify that the bid was received by the Delivery Company on or before the closing date and time. If Canada does not receive the required information within the time provided by the Contracting Authority, Canada will declare the bid non-compliant.

2.2.2 Postage meter imprints, whether imprinted by the Bidder or the Delivery Company are not acceptable as proof of timely mailing.

2.2.3 Due to the nature of the bid solicitation, bids delivered by hand by the Bidder or transmitted by facsimile or e-mail to Shared Services Canada will not be accepted.

2.2.4 Bidders are requested to send an e-mail notification to daniel.clement@ssc-spc.gc.ca prior to the closing date indicating their intention to submit a bid.

2.3 Enquiries - Bid Solicitation

2.3.1 Enquiries regarding the RFP must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date; otherwise enquiries 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 respondents to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Respondent do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all respondents. Enquiries not submitted in a form that can be distributed to all respondents 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.

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

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

2.5 Supply Chain Security Information Assessment Process – Mandatory On-Going Qualification Submission Requirements

- 2.5.1 Supply chain integrity is an important corporate requirement. Challenged by an increasingly complex cyber threat environment, Canada is committed to applying enhanced security process and contract clauses to the acquisition of both products and services. The purpose of the Supply Chain Security Information assessment process is to ensure that all equipment, software and services that are procured by SSC meet certain security and supply chain standards.

2.6 Non-Disclosure Agreement for Incorporation

- 2.6.1 By submitting a response, the Respondent agrees to the terms of the non-disclosure agreement below (the “Non-Disclosure Agreement”):
- 2.6.1.1 The Respondent agrees to keep confidential any information it receives from Canada regarding Canada’s assessment of the Respondent’s Supply Chain Security Information (the “**Sensitive Information**”) including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada’s concerns.
- 2.6.1.2 Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise and whether or not that information is labeled as classified, proprietary or sensitive.
- 2.6.1.3 The Respondent agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Respondent who has a security clearance commensurate with the level of Sensitive Information being accessed, without the prior written consent of the Contracting Authority. The Respondent agrees to immediately notify the Contracting Authority if any person, other than those permitted by this Article, accesses the Sensitive Information at any time.
- 2.6.1.4 All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.
- 2.6.1.5 The Respondent agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Respondent at the RFP stage, or immediate termination of the resulting Contract. The Respondent also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Respondent’s security clearance and review of the Respondent’s status as an eligible bidder for other requirements.
- 2.6.1.6 This Non-Disclosure Agreement remains in force indefinitely

PART 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

3.1.1.1 Section I: Technical Bid (5 hard copies) and 5 soft copies on CD/DVD.

3.1.1.2 Section II: Financial Bid (1 hard copy) and 1 soft copy on CD/DVD.

3.1.1.3 Section III: Certifications (5 hard copies) and 5 soft copies on CD/DVD.

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

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

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

3.1.2.1 use 8.5 x 11 inch (216 mm x 279 mm) paper;

3.1.2.2 use a numbering system that corresponds to the bid solicitation;

3.1.2.3 include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and

3.1.2.4 include a table of contents.

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

3.1.3.1 use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and

3.1.3.2 use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex and using staples or clips instead of cerlox, duotangs or binders.

3.1.4 Submission of Multiple Bids from a Bidding Group:

3.1.4.1 One bidding group may participate in the submission of:

3.1.4.1.1 one bid from any member of the bidding group on its own and one bid from any member of the bidding group submitted in a joint venture that includes at least one party that is not related to any of the members of the bidding group;

3.1.4.1.2 two bids submitted in joint venture, each of which contains one or more members of the bidding group, where at least one of the joint ventures includes at least one party that is not related to any of the members of the bidding group; or

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

The submission of any bids from one or more members of the same bidding group, except as set out in (1), is not permitted in response to this bid solicitation. If the members of a bidding group participate in additional bids, Canada will provide the members of the bidding group with two working days to identify the bids as set out in subsection (1) to be considered in this RFP.

Failure to meet this deadline will result in all bids being declared non-responsive and will be disqualified. If the members of a bidding group choose to participate in two bids, each bid must

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

be a physically separate document, clearly marked as a separate bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid must be complete.

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

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

3.1.4.2.2 they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;

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

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

3.2 Joint Venture Experience

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

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

3.3 Section I: Technical Bid

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

3.3.2 The technical bid consists of the following:

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

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

3.3.2.2 **Security, Financial & Other Requirements:** Required by Part 6 of the bid solicitation.

3.3.2.3 **Substantiation of Technical Compliance Form (Form 3):** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex A (Statement of Work) as well as the Appendix A, B, C, D, E and F (Specifications and Drawings) of the Annex A, 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 requirement(s), but must 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-responsive 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 in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

3.3.2.4 **Contractor's System Certification Requirements**

As stated for in the AV Consultant Specification the Bidder must provide the Controlled Systems Programming Certification. Bidders are directed to review line 1.8 of Appendix B to Annex A for the specific requirements.

3.3.2.5 **Customer Reference Contact Information (Form 7):**

3.3.2.5.1 The Bidder must provide written customer reference(s) that confirm the requirements listed within that form have been executed by the Bidder. Only one reference can be provided for each requirement listed in Form 7. Form 7 is the requested format for providing this information.

3.3.2.5.2 The Bidder can submit up to three Forms 7. Each Form 7 can only contain the name of the one customer reference. In the event more than 3 customer references are submitted only the first 3 names will be considered in the evaluation.

3.3.2.5.3 A bid will be declared non-compliant if confirmation of compliance is not received for all elements identified within the Form 7.

3.3.3 **Mandatory Qualification Submission Requirements**

Respondents must submit, with their Proposal on the RFP closing date, the following Supply Chain Security Information:

3.3.3.1 **Product Solution List (Form 8):** Form 8 must confirm the content of the Bidder's proposed product solution for each room in accordance with the paragraph 12. Room Requirements of the Annex A (Statement of Work) that makes reference to the Appendix A and B of the Annex A (Specifications), to assist in list all products on the Product Solution List, Form 8, which is the requested format for providing this information. This Form 8 will form part of the resulting contract documents and be used for confirming the deliverables supplied and install for each room as set out by the Milestone Schedule of the Annex A.

3.3.3.2 **Network Diagrams:** one or more conceptual network diagrams that collectively show the complete network proposed to be used to deliver the services described in the Statement of Work. The network diagrams are only required to include portions of the Respondent's network and its subcontractor' network(s) over which Canada's data

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

would be transmitted in performing any resulting contract. As a minimum the diagram must show:

3.3.3.2.1 the following key nodes for the delivery of the services under the resulting contract of this solicitation process, if applicable the role of the Respondent or subcontractor;

- a. Service delivery points
- b. Core network
- c. Subcontractor network

3.3.3.2.2 the node interconnections, if applicable;

3.3.3.2.3 any node connections with the Internet; and

3.3.3.2.4 for each node, a cross-reference to the product that will be deployed within that node, using the line item number from the IT Product List.

3.3.3.3 **List of Subcontractors:** The Respondent must provide a list of any subcontractors that could be used to perform any part of the Work including subcontractors affiliated or otherwise related to the Respondent pursuant to any resulting contract. The list must include at a minimum:

- The name of the subcontractor;
- The address of the subcontractor's headquarters;
- The portion of the Work that would be performed by the subcontractor; and
- The location(s) where the subcontractor would perform the Work.

This list must identify all third parties who may perform any part of the Work, whether they would be subcontractors to the Respondent, or subcontractors to subcontractors of the Respondent down the chain. Any subcontractor that could have access to Government of Canada data must be identified. For the purposes of this requirement, a third party who is merely a supplier of goods to the Respondent, but who does not perform any portion of the Work, is not considered to be a subcontractor.

Subcontractors would include, for example, technicians who might be deployed or maintain the Respondent's solution. If the Respondent does not plan to use any subcontractors to perform any part of the Work, the Respondent is requested to indicate this in its response.

3.3.4 Assessment of Supply Chain Security Information (Cyber Security)

3.3.4.1 Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Respondent's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.

3.3.4.2 In conducting its assessment:

- (a) Canada may request from the Respondent any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Respondent will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the response being disqualified.
- (b) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the response or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

3.3.4.3 If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:

(a) Canada will notify the Respondent in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Respondent regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Respondent; therefore, in some circumstances, the Respondent will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Respondent's Supply Chain Security Information.

(b) If Canada determines that any aspect of the Respondent's Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, there will be no opportunity to revise the Supply Chain Security Information and the response will be disqualified.

3.3.4.4 By participating in this process, the Respondent acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Respondent acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:

(a) qualification pursuant to this assessment does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;

(b) during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.

3.3.4.5 The Respondent with the lowest responding Financial Bid will be notified in writing regarding whether or not they have qualified under this assessment to proceed to the award of the contract.

3.4 Section II: Financial Bid

3.4.1 **Pricing:** Bidders must submit their financial bid in accordance with the Annex B – Pricing Tables. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables. Bidders must provide pricing that includes all of the products forming part of the solution.

3.4.2 **All Costs to be Included:** The financial bid shall include all costs for the requirement described in the bid solicitation for the entire Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

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

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

3.5 Section III: Certifications

6.6.1 Bidder is requested to submit the certifications required under Part 5.

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3 In addition to any other time periods established in the bid solicitation:
- 4.1.3.1 **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- 4.1.3.2 **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
- 4.1.3.2.1 Verify any or all information provided by the Bidder in its bid, the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
- 4.1.3.3 **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation - Mandatory Technical Criteria

- 4.2.1 Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- 4.2.2 Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.

4.3 Assessment of Supply Chain Security Information

- 4.3.1 Canada will assess the Supply Chain Security Information of the top-ranked Bidder (identified after the financial evaluation) in accordance with the process described in this Article. The Supply Chain Security Information means the Product Solution List (Form 8).
- 4.3.2 Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.
- 4.3.3 In conducting its assessment:
- (a) Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being disqualified.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- (b) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.
- 4.3.4 If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
- (a) Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to the Bidder's Supply Chain Security Information.
- (b) If Canada determines that the Bidder's Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the bid will be disqualified. If the bid is disqualified, Canada will assess the Supply Chain Security Information of the next top-ranked Bidder.
- 4.3.5 The Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Therefore the same or similar Supply Chain Security Information may not be assessed in the same way for future requirements.
- During the performance of a subsequent contract, if Canada has concerns regarding certain products, originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.

4.4 Financial Evaluation

- 4.4.1 The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables, completed by the bidders.
- 4.4.2 The financial evaluation process is described in Annex B.

4.4.3 Formulae in Pricing Tables

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.4.4 Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the following information is required:

- 4.4.4.1 an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif. C93	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- 4.4.4.2 in relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation);
- 4.4.4.3 in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- 4.4.4.4 the name, telephone number and, if available, email address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.
- 4.4.4.5 Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

4.5 Basis of Selection

- 4.5.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated Total Bid Price will be recommended for award of a contract.
- 4.5.2 Tie-Breaker; In the event that the result of the Technical and Financial evaluations end in a tie between two bidders, Canada will resolve the tie by means of a best two out of three coin toss. A neutral third party will be selected to toss the coin, should this scenario occur.
- 4.5.3 Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

PART 5 CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.1 Mandatory Certifications Required Precedent to Contract Award

5.1.1 Code of Conduct and Certifications – Certifications Required Precedent to Contract Award

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications – Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

- 5.1.1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.
- 5.1.1.2 The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form – PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive
- 5.1.1.3 Bidders, who are incorporated, including those bidding as a joint venture, must provide with their bid (See Form 6 – Criminal Record Verification Form) or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide with their bid or promptly thereafter the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

5.1.2 Federal Contractors Program for Employment Equity – Bid Certification

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

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.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

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

5.2 Additional Certifications Precedent to Contract Award

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

5.2.1 Professional Services Resources

- 5.2.1.1 By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- 5.2.1.2 By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting Contract.

5.2.2 Bidder Certifies that System is “Off-the-Shelf”

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

5.2.3 OEM Certification

Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

- (i) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (ii) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware, on all accompanying documentation, on mandatory certification reports, and on any support software.

5.2.4 Software Publisher Certification and Software Publisher Authorization

- 5.2.3.1 If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

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

5.2.3.3 In this bid solicitation, "Software Publisher" means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub I license), its software products.

5.2.4 Code of Conduct Certifications – Certifications Required Precedent to Contract Award

5.2.4.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

5.2.4.2 The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form – PWGSC-TPSGC 229](#)) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

5.3 Former Public Servant Certification

5.3.1 Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

5.3.2 For the purposes of this clause,

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

5.3.2.1.1 an individual;

5.3.2.1.2 an individual who has incorporated;

5.3.2.1.3 a partnership made of former public servants; or

5.3.2.1.4 a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- 5.3.2.2 **"lump sum payment period"** means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
- 5.3.2.3 **"pension"** means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.
- 5.3.3 If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
- 5.3.3.1 name of former public servant;
- 5.3.3.2 date of termination of employment or retirement from the Public Service.
- 5.3.4 If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:
- 5.3.4.1 name of former public servant;
- 5.3.4.2 conditions of the lump sum payment incentive;
- 5.3.4.3 date of termination of employment;
- 5.3.4.4 amount of lump sum payment;
- 5.3.4.5 rate of pay on which lump sum payment is based;
- 5.3.4.6 period of lump sum payment including start date, end date and number of weeks; and
- 5.3.4.7 number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- 5.3.5 For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- 5.3.6 By submitting a bid, the Bidder certifies that the information submitted by the Bidder in Bid to the above requirements is accurate and complete.

Note to Bidders: <i>Bidders are requested to provide the information required by this clause in their Bid Submission Form.</i>

5.3.7 Former Public Servant in Receipt of a Pension

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

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

5.3.7.1 name of former public servant;

5.3.7.2 date of termination of employment or retirement from the Public Service.

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

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif. C93	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

5.3.8 Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks;
- g) number and amount (professional fees) of other contracts subject to the restrictions of a workforce adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes..

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- 6.1.1 Before award of a contract, the following conditions must be met:
- 6.1.1.1 the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses.
- 6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 6.1.3 For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Website.
- 6.1.4 In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.
- 6.1.5 Canada will conduct a security threat risk assessment on all proposed network appliance(s) prior to contract award. In the event that Canada identifies a security threat with this equipment, the Bidder will be informed of this discovery and the fact that the list will not undergo further assessment. The bidders' proposal will be deemed non-responsive and Canada will move to the second ranked bidder.

6.2 Financial Capability

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

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

PART 7 RESULTING CONTRACT CLAUSES

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

7.1 Requirement

7.1.1 **TO BE INSERTED UPON CONTRACT AWARD** (the “**Contractor**”) agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes:

- i) Supply and Installation of all required hardware as listed by the contractor in the Form 8 product Solution List, which shall become the list of deliverables to the resulting contract;
- ii) Supply and Installation of all required software and applicable licenses as listed by the contractor in the Form 8 product Solution List, which shall become the list of deliverables to the resulting contract;
- iii) Technical resources for on-site setup of hardware & software integration services that includes knowledge transfer and mentoring;
- iv) Full hardware technical services, software upgrades and support, including WEB-based, telephone and email communications;
- v) Project management services that includes scheduling and coordination of the AV/VC contractor work activities with the general contractor and sub-trades currently executing work within the new building at 90 Elgin;
- vi) Solution testing in accordance with OEM recommendations and with the consultant Specifications found at Appendix A & B of this Annex A;
- vii) AV/VC Solution acceptance at the end of each Milestone;
- viii) Providing documentation including record drawings;
- ix) Performing Solution overview;
- x) Performing Quality Assurance;
- xi) Providing Technical Integration Support Services, as and when requested by Canada.
- xii) Providing Training Services for Installed AV/VC Systems, as and when requested by Canada.

7.1.2 **Client:** Under the Contract, the “**Client**” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its client the Department of Finance.

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

7.1.4 **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions or Annex A - Statement of Work and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions or Annex A- Statement of Work. Also, the following words and expressions have the following meanings:

- 7.1.4.1 Any reference to a “deliverable” or “deliverables” includes the Hardware, 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).

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

7.1.4.2 User: The User means either those individuals located within the Client or the Client's service recipient.

7.1.4.3 Entity License: The Entity means Shared Services Canada or the Department of Finance

7.2 Service Order

As-and-when-requested Service Orders: The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Service Order (SO). The Work described in the SO must be in accordance with the scope of the Contract. The Contractor must not commence work until an authorized SO has been received by the Contractor. The Contractor acknowledges that any work performed before an authorized SO has been received will be done at the Contractor's own risk.

7.2.1 **Professional Services provided under a Service Order with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Service Order, Canada will pay the Contractor, in arrears, up to the Maximum Price for the SO, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

7.2.2 Issuance Procedure

7.2.2.1 Issuance of a SO by SSC's Technical authority will be done via fax, e-mail.

7.2.2.2 Service Orders may result from the following two processes:

- a) Request for Quotation: The receipt of an RFQ means the Contractor must prepare a Service Quotation (SQ) as described below at sub-section 7.2.4.1. If SSC approves the Contractor's SQ, SSC by its authorized representatives will issue an SO in accordance with this article. Whether or not to approve or issue a SO is entirely within SSC's discretion.
- b) Service Order: The Contractor, upon receipt of a validly issued Service Order must commence execution of the Work described in the SO.

If a requirement is identified, it is entirely within SSC's discretion which of the above processes will be followed.

7.2.3 Form and Content of a Service Order:

7.2.3.1 The Contractor must accept SOs which has, at a minimum, the following required fields, completed with valid information.

- a) Contract Number;
- b) SO date;
- c) SO number;
- d) SO revision number (if applicable);
- e) SSC client departmental name;
- f) SSC client departmental code;
- g) SSC assigned Sigma purchase order number (if applicable);
- h) Financial coding;
- i) Requested delivery date;
- j) Description of services;
- k) Total amount of the SO, without Applicable Taxes;
- l) Total amount for Applicable Taxes;
- m) Total amount of the SO, with all Applicable Taxes;
- n) Attachments (if applicable);

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- o) The physical address including the street, room and floor number, city, province, country and postal code;
- p) The billing address including city, province and postal code;
- q) Contact name and telephone number;
- r) Special Remarks (if applicable); and
- s) SSC authorized acceptance i.e. Technical Authority and Contracting Authority (if applicable).

7.2.4 Issuance of RFQ

- 7.2.4.1 The Contractor must provide a Service Order Acknowledgement (SOA) within thirty (30) minutes from receipt of the RFQ.

The Contractor will not be paid for preparing or providing a response or providing other information required preparing and validly issuing an RFQ.

7.2.4.1 Service Quotation (SQ)

- 7.2.4.2.1. The Contractor must provide SSC a Service Quotation (SQ) within ten (10) working days of its receipt of an RFQ, as per subsection 7.2.3;
- 7.2.4.2.2 The SQ must detail all prices (recurring and non-recurring) in accordance with the pricing terms and conditions of the Contract.
- 7.2.4.2.3 The SQ must be presented in a format acceptable to SSC and must, at a minimum, include:
 - a) The RFQ number;
 - b) Financial coding;
 - c) Detailed list of associated costs;
 - d) Applicable Taxes, identified as separate line items;
- 7.2.4.2.4 The SQ must be valid for a minimum of sixty (60) working days.
- 7.2.4.2.5 The Contractor will not be paid for providing the SQ or for providing other information required to prepare and issue the SO.
- 7.2.4.2.6 The Contractor must provide any information requested by Canada in relation to the preparation of a SO within ten (10) working days of the request.

7.2.4.2 Request for Quotation for Support Resources

- 7.2.4.2.1 An RFQ could identify a requirement for support resources. The RFQ will identify whether the work requires on-site activities, the language profile and the level of security clearance required. The Contractor in the SQ must propose qualified resources and provide a quotation in accordance with the Basis of Payment specified in the Contract for the requested support resource category based on the information identified in the RFQ within ten (10) working days of its receipt of the RFQ;
- 7.2.4.2.2 For each proposed resource the Contractor must supply a résumé and the requested security clearance information. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, security clearance requirements, work experience requirements, and professional designation) of the resource. With respect to the proposed resources:
 - a) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

the same wording as the RFQ will not be considered demonstrated for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities /responsibilities, the stated qualifications/experience were obtained.

7.2.4.2.3 The qualifications and experience of the proposed support resources will be assessed against the requirements set out in Annex A1- Statement of Work – Section 4 to determine each proposed resource's compliance with the mandatory criteria for the requested resource category. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks, to verify the accuracy of the information provided.

7.2.4.2.4 If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess a mandatory criteria met unless the response from the reference is received within five (5) working days. On the third working day after sending out the e-mail, if Canada has not received a response, Canada may notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within the five (5) working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed.

Only quotations that meet all of the mandatory criteria will be considered responsive.

7.2.5 **Service Order Authorization Limit and Authorities for Validly Issuing Service Orders:**

7.2.5.1 To be validly issued, a SO must include the following approvals:

- a) for any SO with a value less than or equal to \$10,000.00 (including Applicable Taxes), the SO must be approved by:
 1. the Technical Authority; and
- b) for any SO with a value greater than to \$10,001.00 (including Applicable Taxes), a SO must include the following approvals:
 1. the Technical Authority; and
 2. the Contracting Authority.

7.2.5.2 Any SO that does not bear the appropriate approvals is not validly issued by Canada. The Contractor must also authenticate the issuer of the SO, by validating that the contact information, included in the request, matches the requestor's accreditation information obtained from SSC.

7.2.5.3 Any work performed by the Contractor without receiving a validly issued SO is done at the Contractor's own risk. If the Contractor receives a SO that is not appropriately approved, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue SOs at any time, or reduce the dollar value threshold described in sub-article a) 1 above; any suspension or reduction notice is effective upon receipt.

7.2.6 **Consolidation of SOs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Service Orders to date, to document the Work performed under those SOs for administrative purposes.

7.3 **Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada. 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 presiding over Shared Services Canada and all references to

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

7.3.1 General Conditions:

7.3.1.1 2030 (2014/03/01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. These General Conditions are amended as follows:

Section 2 of the General Conditions is amended as follows: delete "Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16".

7.3.2 Supplemental General Conditions:

The following Supplemental General Conditions:

7.3.1.2 4001 (2013/01/28), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance:

7.3.1.2.1 At Section 25 of Supplemental General Conditions 4001, paragraphs 2, 3, 5 and 7 are deleted in its entirety.

7.3.1.2.2 At Section 26 of Supplemental General Conditions 4001, paragraphs 3(a), 3(b), 3(c), 3(d), 3(e) and 3(f) are deleted in its entirety.

7.3.1.3 4003 (2010/08/16), Supplemental General Conditions - Licensed Software;

7.3.1.3.1 Section 08 is replaced as follows:

- a) 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, art 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.

apply to and form part of the Contract.

7.4 Security Requirement

7.4.1 The following security requirement (SCRL and related clauses) applies and forms part of the Contract.

7.4.2 The contractor and/or its employees must EACH maintain a valid RELIABILITY STATUS, granted by Canada and approved by Shared Services Canada.

7.4.3 The contractor and/or its employees MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s).

7.4.4 The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.

7.4.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Shared Services Canada.

7.4.6 The contractor and its employees must comply with the provisions of the:

- a) Justice Canada – Security of Information Act (Latest Edition);
- b) Industrial Security Manual (Latest Edition).

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

7.5 Change of Control

7.5.1 At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:

- (i) an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this sub-article, a corporation or partnership will be considered related to another party if:
 - (A) they are “related persons” or “affiliated persons” according to the Canada Income Tax Act;
 - (B) the entities have now or in the two years before the request for information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (C) the entities otherwise do not deal with one another at arm’s length, or each of them does not deal at arm’s length with the same third party.
- (ii) a list of all the Contractor’s shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner;
- (iii) a list of all the Contractor’s directors and officers, together with each individual’s home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner; and
- (iv) any other information related to ownership and control that may be requested by Canada.

If requested by the Contracting Authority, the Contractor must provide such information regarding its subcontractors as well. If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions – Higher Complexity – Services), provided the information has been marked as either confidential or proprietary.

7.5.2 The Contractor must notify the Contracting Authority in writing of:

- (i) any change of control in the Contractor itself;
- (ii) any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
- (iii) any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

The Contractor must provide this notice as soon as possible before the change of control takes place and, in any event, by no later than 10 days after any change of control taking place.

7.5.3 In this Article, a “change of control” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture’s corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif. C93-10034156	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- 7.5.4 If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- 7.5.5 If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 30 days of receiving Canada’s determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 120 days of receiving the original notice from the Contractor regarding the change of control.
- 7.5.6 In this Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- 7.5.7 Despite the foregoing, Canada’s right to terminate on a “no-fault” basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner.

7.6 Supply Chain Security Clauses

7.6.1 General Security Measures Surrounding Transmission of Sensitive Data

- a) The AV/VC Hardware and services provided under the Contract will be used for the transmission of Government of Canada data of various kinds, and may include secure communications (at various security classification levels), privileged communications (such as Cabinet confidences and solicitor-client communications), and otherwise sensitive communications (including transmissions containing personal information of Canadians and proprietary or confidential information of third parties, such as suppliers);
- b) The Contractor acknowledges that Canada requires, and the Contractor guarantees that, the AV/VC Hardware provided under the Contract are and will be the subject of robust, comprehensive security measures that evolve as security threats and technologies evolve, so that the security measures in use are updated throughout the contract period, in order to achieve the highest possible levels of data integrity, availability, and confidentiality; and
- c) The Contractor must implement any reasonable security or protection measures requested by Canada from time to time, within a reasonable timeframe agreed to with Canada. The parties agree that reasonableness will be determined based on the severity of the threat to the integrity, availability and confidentiality of Canada's data and communications.

7.7 Site Access

- 7.7.1 Upon arriving at Canada's premises, all Contractor and approved subcontractor personnel must be able to provide proof of employment (such as a badge issued by the Contractor or the approved subcontractor) and their security clearance status;

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- 7.7.2 The Contractor acknowledges that Canada may, at any time, refuse access to its premises to any individual. If that individual meets the security clearance requirements for the type of work being performed, but Canada refuses to provide any necessary access to that individual, any time described in the Contract for completing the portion of the Work to be performed by that individual will not start until Canada has informed the Contractor that access has been granted to that individual. Canada may advise the Contractor of the reason for denying access, but may also choose not to do so if Canada, in its discretion, has determined that there are security reasons for not disclosing the reason; and
- 7.7.3 The Contractor acknowledges that Canada may revoke an individual's security clearance at any time.

7.8 Subcontracting

- 7.8.1 Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Contracting Authority has first consented in writing. In order to seek the Contracting Authority's consent, the Contractor must provide the following information:
- a) The name of the subcontractor;
 - b) The portion of the Work to be performed by the subcontractor;
The Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor as required by the Work;
 - c) If requested, the security clearance status of individuals employed by the subcontractor who will require access to Canada facilities;
 - d) Completed sub-SRCL signed by the Contractor's Company Security Officer for CISD completion; and
 - e) Any other information required by the Contracting Authority.
- 7.8.2 For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications equipment that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

7.9 Protection and Security of Data Stored in Databases

- 7.9.1 The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where:
- a) equivalent protections are given to personal information as in Canada under legislation such as the Privacy Act, R.S. 1985, c. P-21, and the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, and under any applicable policies of the Government of Canada; and
 - b) the laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.
 - c) In connection with giving its consent to locating a database in another country, the Contracting Authority may, at its option, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

7.9.2 The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).

7.9.3 The Contractor must ensure that all databases on which any data relating to the Contract is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada (or in another country approved by the Contracting authority under subsection 7.10.1 and otherwise meet the requirements of this article.

- a) The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection 7.10.1.
- b) Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

7.10 Network Connectivity and Access Control to Databases

7.10.1 The Contractor must safeguard the information system and all databases including Canada's data or information about Canada at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:

- a) Control access to all databases on which any data relating to this Contract is stored so that only individuals with the security clearance required by the Contract, and who also require access to the information in order to perform the Contract, are able to access the database;
- b) Ensure that passwords or other access controls are provided only to individuals who require access to perform the Work and who have the security clearance issued by CISD at the level required by the Contract; and
- c) Safeguard any database or computer system on which Canada's data is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information.

7.11 Security Audit

7.11.1 Canada may audit the Contractor's compliance with the security requirements included in the Contract at any time. If requested by the Contracting Authority, the Contractor must provide Canada (or Canada's authorized representative) with full access to its premises, its network, and all databases storing Canada's data or data related to the Contract at all reasonable times. If Canada identifies any security deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

7.12 Identification of New Security Vulnerabilities

7.12.1 The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, any product being used in the Contractor's solution (including use by a subcontractor) could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:

- 7.12.1.1 provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- 7.12.1.2 if requested by the Contracting Authority, propose a migration plan (including a schedule) to an alternative product. If Canada agrees with the migration plan, the migration will be documented in a contract amendment; and
- 7.12.1.3 if required by the Contracting Authority, immediately cease deploying the identified product(s) in Canada's network and in any infrastructure or backbone of the Contractor (or any of its subcontractors) that does or will interconnect with Canada's network. For products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the product(s) from Canada's network and from any infrastructure or backbone of the Contractor (or any of its subcontractors) that does or will interconnect with Canada's network.
- 7.12.2 Any cost implications related to a demand by Canada to cease deploying or to remove a particular product or products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a contract amendment. However, despite any such negotiations, the Contractor must immediately cease deploying and/or remove the product(s) as required by the Contracting Authority. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
- 7.12.2.1 evidence from the Contractor of how long it has owned the product;
- 7.12.2.2 evidence from the Contractor of how much it paid for the product;
- 7.12.2.3 the normal useful life of the product;
- 7.12.2.4 any "end of life" or other announcements from the manufacturer of the product indicating that the product is or will no longer be supported;
- 7.12.2.5 the normal useful life of the proposed replacement product;
- 7.12.2.6 the time remaining in the Contract Period;
- 7.12.2.7 whether or not the existing product or the replacement product is or will be used exclusively for Canada or whether the product is also used to provide services to other customers of the Contractor or its subcontractors.
- Additionally, if requested by the Contracting Authority, the Contractor must submit a cost breakdown, once any work related to the change has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the change required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Supporting information must be available in sufficient detail for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular product or products.
- 7.12.3 The process described in this Article applies regardless of whether the product was previously approved by Canada.
- 7.12.4 The process described in this Article may apply to a single product, to a set of products, or to all products manufactured or distributed by a particular supplier.
- 7.12.5 The process described in this Article will also apply if Canada identifies security concerns (including concerns regarding the subcontractor's financial or other stability) regarding any of the subcontractors being used by the Contractor, although Canada acknowledges that the cost considerations will be different and may include factors such as the availability of other subcontractors to complete the work.
- 7.12.6 Any service levels that are not met due to a transition to a new product or subcontractor pursuant to this Article will not trigger a penalty, nor will they be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

7.12.7 If the Contractor becomes aware that any third party is deploying products subject to security concerns on Canada's network or any network interconnected to Canada's network, the Contractor must immediately notify both the Contracting Authority and the Technical Authority.

7.13 Contract Period

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

7.13.1.1 The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 1 year later; and

7.13.1.2 The period of work as set out by the issue of a Services Order. Note: the period of work on a Service Order shall not extend beyond the end date of this contract.

7.13.2 Security Clearance

7.13.2.1 Security levels include:

Confidential - when compromise could reasonably be expected to cause injury to the national interest.

a) Secret - when compromise could reasonably be expected to cause serious injury to the national interest.

b) Top Secret - when compromise could reasonably be expected to cause exceptionally grave injury to the national interest.

With respect to the Article entitled "Security Requirement"

7.13.2.2 The Contractor acknowledges that Canada may specify some equipment or networks as security sensitive and select a security classification in which case only security cleared employees and contractors may work on the system. Non-cleared persons may only assist in working on the system but not actually control or load software.

7.13.2.3 Remote access to some systems may be permitted (Confidential and maybe Secret) but all keystrokes and uploaded software must be copied and kept as evidence for forensic purposes, if ever required.

7.13.2.4 Upon arriving at Canada's premises, all Contractor and subcontractor personnel (which have been pre-approved by the Contracting Authority), must be able to provide proof of employment (such as a badge issued by the Contractor or the approved subcontractor) and their security clearance status must be ascertained from a trusted source;

7.13.2.5 Individuals, although not having access to CLASSIFIED information or assets, may occupy positions that are deemed to be critical to the national interest. This includes personnel who have privileged access that give them the capability to effect major disruption or damage to critical systems. These individuals are to be security screened and granted a Security Clearance to a minimum of SECRET. Examples include technical or operational personnel, including network or system administrators or managers, who directly control the most sensitive and critical functionality such as monitoring, detection, backup and recovery information, testing and installation of security patches, configuration changes to security hardware and software, responding to security incidents etc.

NOTE: additional access controls are also required such as segregation of duties to assure that no individual has over-broad access to the most sensitive functionality. Secure audit records must be available to ensure such access may be auditably linked to a specific individual.

7.13.2.6 The Contractor acknowledges that Canada may, at any time, refuse access to its premises to any individual. If that individual meets the security clearance requirements for the type of work being performed, but Canada refuses to provide any necessary

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

access to that individual, any time described in the Contract for completing the portion of the Work to be performed by that individual will not start until Canada has informed the Contractor that access has been granted to that individual. Canada may advise the Contractor of the reason for denying access, but may also choose not to do so if Canada, in its discretion, has determined that there are security reasons for not disclosing the reason.

7.13.2.7 The Contractor must obtain the required security clearance for all of its personnel before contract award. After contract award, it is the Contractor's sole responsibility to ensure that it has a sufficient complement of personnel to complete the Work who are cleared at the level required by the Contract.

7.13.2.8 The Contractor acknowledges that Canada may revoke an individual's security clearance at any time.

7.14 Authorities

7.14.1 Contracting Authority

The Contracting Authority for the Contract is:

Daniel Clement

Supply Specialist,
Shared Services Canada (SSC)
Procurement and Vendor Relationships
Voice Networks Section
180 Kent Street, 13th floor
Ottawa, Ontario K1P 0B6
Telephone: (613) 854-62676451
E-mail address: daniel.clement@ssc-spc.gc.ca

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

7.14.2 Technical Authority

TO BE INSERTED UPON CONTRACT AWARD

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

7.14.3 Contractor's Representative

TO BE INSERTED UPON CONTRACT AWARD

7.15 Proactive Disclosure of Contracts with Former Public Servants

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

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

7.16 Payment

7.16.1 Basis of Payment

PART A: Milestone Payments for the AV/VC product deliverables that includes the following:

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

Schedule of Milestones:

No.	Milestone	Description "Deliverables"	Payment provisions	Due Date or "Delivery Date"
1.	2nd floor Conference Centre	Refer to 2nd floor Conference Centre Appendix B to Annex A - Dialog McRobie Specification Appendix C to Annex A - DMA Drawings: AK01A to AK03A Appendix D to Annex A – DMA Drawings: AK01B to AK03B Appendix E to Annex A – DMA Drawings: AV001A to AV020	In accordance with SACC Clause H3010C and in consideration of the Contractor satisfactorily completing all of its obligations under the Contract for milestone no.1, the Contractor will be paid the firm price in Annex B Appendix B and Annex B Appendix C for milestone no.1.	September 2, 2014
2.	Floor 9	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608	In accordance with SACC Clause H3010C and in consideration of the Contractor satisfactorily completing all of its obligations under the Contract for milestone no.2, the Contractor will be paid the firm price in Annex B Appendix A and Annex B Appendix C for milestone no.2.	September 9, 2014
3.	Floor 10	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608	In accordance with SACC Clause H3010C and in consideration of the Contractor satisfactorily completing all of its obligations under the Contract for milestone no.3, the Contractor will be paid the firm price in Annex B Appendix A and Annex B Appendix C for milestone no.3.	September 9, 2014
4.	Floor 11	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV	In accordance with SACC Clause H3010C and in consideration of the Contractor satisfactorily completing all of	July 25, 2014

Solicitation No. - N° de l'invitation 10034156/A		Amd. No. - N° de la modif.		Buyer ID - Id de l'acheteur C93	
Client Ref. No. - N° de réf. du client RAS 13-14383-0		File No. - N° du dossier C93-10034156		CCC No./N° CCC - FMS No./N° VME	
		Functional Design Drawings: AV-601A to AV-608	its obligations under the Contract for milestone no.4, the Contractor will be paid the firm price in Annex B Appendix A and Annex B Appendix C for milestone no.4.		
5.	Floor 12	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608	In accordance with SACC Clause H3010C and in consideration of the Contractor satisfactorily completing all of its obligations under the Contract for milestone no.5, the Contractor will be paid the firm price in Annex B Appendix A and Annex B Appendix C for milestone no.5.	August 1, 2014	
6.	Floor 13	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608	In accordance with SACC Clause H3010C and in consideration of the Contractor satisfactorily completing all of its obligations under the Contract for milestone no.6, the Contractor will be paid the firm price in Annex B Appendix A and Annex B Appendix C for milestone no.6.	August 8, 2014	
7.	Floor 14	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608	In accordance with SACC Clause H3010C and in consideration of the Contractor satisfactorily completing all of its obligations under the Contract for milestone no.7, the Contractor will be paid the firm price in Annex B Appendix A and Annex B Appendix C for milestone no.7.	August 15, 2014	
8.	Floor 15	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608	In accordance with SACC Clause H3010C and in consideration of the Contractor satisfactorily completing all of its obligations under the Contract for milestone no.8, the Contractor will be paid the firm price in Annex B Appendix A and Annex B Appendix C for milestone no.8.	August 22, 2014	
9.	Floor 16	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608	In accordance with SACC Clause H3010C and in consideration of the Contractor satisfactorily completing all of its obligations under the Contract for milestone no.9, the Contractor will be paid the firm price in Annex B Appendix A and Annex B Appendix C for milestone no.9.	August 29, 2014	

Solicitation No. - N° de l'invitation 10034156/A		Amd. No. - N° de la modif.		Buyer ID - Id de l'acheteur C93	
Client Ref. No. - N° de réf. du client RAS 13-14383-0		File No. - N° du dossier C93-10034156		CCC No./N° CCC - FMS No./N° VME	
10.	Floor 17	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608	In accordance with SACC Clause H3010C and in consideration of the Contractor satisfactorily completing all of its obligations under the Contract for milestone no.10, the Contractor will be paid the firm price in Annex B Appendix A and Annex B Appendix C for milestone no.10.	September 9, 2014	

PART B: AV/VC Professional Services and Training on an “As and when Requested” bases that includes the following;

One or more of the following types of basis of payment will form part of each Service Order:

- 7.16.1.1 **Support Resources/Professional Services:** In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Service Order (SO), Canada will pay the Contractor the firm per-diem rate set out in the Service Order (which is based on the firm per-diem rate set out in Annex B for the actual time worked), at the ceiling price set out in the Service Order, Applicable Taxes extra.
- 7.16.1.2 **Classroom Training:** Canada will pay the Contractor the Firm Unit Price per training session which applies to the AV/VC Hardware/Software Training identified on a Service Order (SO), as set out in the Annex B, Applicable Taxes extra.
- 7.16.1.3 **Pre-Authorized Travel and Living Expenses:** Canada will reimburse the Contractor for its pre-authorized travel and living expenses reasonably and properly incurred in the performance of the Work outside the National Capital Area and inside the National Capital Area, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit. The Contractor will be able to charge for time spent travelling at the per hourly rates set out in the Contract.
- 7.16.1.4 **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.16.2 Limitation of Expenditure

- 7.16.2.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are "included" and Applicable Taxes are included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

7.16.3 Limitation of Expenditure - Cumulative Total for all Service Orders

- 7.16.3.1 Canada's total liability to the Contractor under the Contract for all authorized validly issued Service Orders (SOs), inclusive of any revisions, must not exceed the sum of \$_____ TO BE INSERTED UPON CONTRACT AWARD. Customs duties are included and the Applicable Taxes are extra, if applicable.
- 7.16.3.2 No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- 7.16.3.3 The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- 7.16.3.3.1 it is 75 percent committed, or
- 7.16.3.3.2 4 months before the Contract expiry date, or
- 7.16.3.3.3 as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.

7.16.3.4 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

7.16.4 Method of Payment PART A: Firm Work

7.16.4.1 Method of Payment H3010C (2010/01/11) Milestone Payments will apply to the firm work under the contract.

7.16.5 Method of Payment PART B: Service Orders with a Firm Price - Lump Sum Payment on Completion: Canada will pay the Contractor upon completion and delivery of all the Work associated with the Service Order (SO) in accordance with the payment provisions of the Contract if:

- 7.16.5.1 an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- 7.16.5.2 all such documents have been verified by Canada;
- 7.16.5.3 the Work delivered has been accepted by Canada.

7.16.6 Payment Credits

7.16.6.1 **Late Delivery:** If the Contractor does not deliver the goods or perform the services stipulated in the Milestone Schedule within the time specified in the Contract, the Contractor must provide a credit to Canada of 2% for each calendar day of delay up to a maximum of 10 days subject to the limitation that the total amount of liquidated damages will not exceed 20% of the price of the Work delivered late.

If the Contractor fails to deliver the goods or performs the services stipulated in the Milestone Schedule within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$120,000.00 for each calendar day of delay. The total amount of the liquidated damages must not exceed 15% percent of the amount of the contract.

7.16.6.2 Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.

Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.

Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

7.16.6.3 Credits for Failure to Meet the Maximum Delivery time for Service Orders (SO)

7.16.6.3.1 If the Contractor does not implement and complete the training services as detailed in a SO within the Maximum Delivery time, then the Contractor must provide a credit to Canada of:

\$1,000 per working day of delay in implementation of training services up to a maximum of 20% of the entire SO price or \$10,000.00.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

7.16.6.4 **Corrective Measures:**

If credits are payable under this Article when the same Service Level is missed for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five (5) working days to deliver the action plan to the Client and the Contracting Authority and twenty (20) working days to rectify the underlying problem.

7.16.6.5 **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.

7.16.6.6 **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

7.16.6.7 **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.

7.16.6.8 **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.

7.16.6.9 **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.16.7 **Price and Rate Adjustment**

7.16.7.1 The firm prices stipulated in Annex B is subject to downward revision in accordance with the following subsections:

- (i) During the Contract Period if a price or rate decrease is published or publicly announced, the Contractor will provide the benefit of such decrease to Canada.
- (ii) During the Contract Period where in accordance with (i) the Contractor is required to reduce the prices or rates listed in Annex B it will immediately send a notification to the Contracting Authority to reflect such a price reduction.
- (iii) The Contractor acknowledges and agrees that Canada reserves the right to accept or reject any proposed price or rate revision under this Article and that no such revision will come into effect until formally authorized in writing by the Contracting Authority through an amendment.
- (iv) The firm current prices and rates will not exceed the lower of:
 - (A) the unit prices detailed in Annex B; and
 - (B) the unit price after deduction of the published or publicly announced price decrease.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

7.16.8 Assessment of New Products

At any time during the Contract Period, if the Contractor or any of its subcontractors intends to deploy new products (i.e., any hardware, software or firmware that was not on the IT Products List approved by Canada as part of the Supply Chain Security Information assessment during the procurement process), the Contractor must first obtain the written approval of the Technical Authority. This applies to new products to be deployed on Canada's network, on the Contractor's infrastructure or backbone that will be interconnected with Canada's network, or on a third party's infrastructure or backbone that will be interconnected with Canada's network. In all these cases, Canada reserves the right to conduct a complete, independent security assessment of the new products; the Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.

- 7.16.8.1 Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the proposed new product.
- 7.16.8.2 Canada may in its discretion refuse consent with respect to any new product being deployed on its own network or on any network interconnected with Canada's network. Prior to doing so, Canada will provide the Contractor with the opportunity to make representations within 10 days of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination. Any determination made by Canada will constitute a decision with respect to the proposed product and its proposed use under this Contract, and does not mean that the same product would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

7.16.9 No Responsibility to Pay for Work not performed due to Closure of Government Offices

- 7.16.9.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- 7.16.9.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.17 Invoicing Instructions

- 7.16.10 The Contractor must submit invoices in accordance with the information required in the General Conditions.
- 7.16.11 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- 7.16.12 By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- 7.16.13 The Contractor must provide the original of each invoice to: SSC – (department acronym) AP TELECOM, 11, Laurier Street, PDP III, 5A1, PO BOX 9808 STN T CSC Ottawa, Ontario K1G 4A8 and an electronic copy the Technical Authority and to the Contracting Authority.
- 7.16.14 The Contractor must provide invoicing as per the Billing Detail Layouts.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

7.17 Electronic Procurement and Payment (EPP) System

- 7.17.1 SSC is working on an initiative that is expected to provide it with e-functionality from procurement through payment (the “EPP system”). SSC’s suppliers will be required to interface with that functionality.
- 7.17.2 Because the functionality will not be ready at the time of contract award, if Canada wishes for the Contractor to interface with the EPP system during the Contract Period, Canada will issue a Request for Quotation regarding the work required for the Contractor to interface with the EPP system. The Contractor’s Quotation Response will not be subject to a Service Delivery Interval. The Quotation Response must include, at a minimum:
- 7.17.2.1 Per diem rates for any resources who would perform the work and the level of effort required; and
- 7.17.2.2 Any costs for hardware or software that will be required, including development costs to be performed by third parties.
- 7.17.3 The Parties agree to work cooperatively to determine the work involved and a reasonable ceiling price for that work. If the Parties agree to proceed with that work, Canada will issue a Contract Amendment documenting the ceiling price associated with the work. The Contractor will be required to submit a Service Design for approval by Canada and the work associated with the development of any EPP system interfaces will be treated as a Service Project.
- 7.17.4 Canada will pay the Contractor, in arrears, up to the ceiling price established in the contract amendment, for actual time worked and any resulting deliverables in accordance with firm, all-inclusive per diem rates set out in the relevant contract amendment, with GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday. When submitting its invoices, the Contractor must show the actual time worked by each resource, and/or the amount paid to any subcontractor. With respect to any expenses, the Contractor will be required to demonstrate the out-of-pocket amount spent and will be reimbursed without the addition of any overhead.

7.18 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.19 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **TO BE INSERTED UPON CONTRACT AWARD**.

7.20 Priority of Documents

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

- 7.20.1 these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- 7.20.2 supplemental general conditions, in the following order:
- a) 4001;
 - b) 4003;

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

7.20.3 General conditions 2030 (2013/06/27), General Conditions - Higher Complexity - Goods;

7.20.4 Annex A, Statement of Work;

7.20.5 Annex B, Pricing Tables;

7.20.6 Annex C, Security Requirements Check List;

7.20.7 Annex D, Service Order Sample;

the signed Service Orders (including all of their annexes, if any);

7.20.8 the Contractor's bid dated **TO BE INSERTED UPON CONTRACT AWARD**, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.21 Insurance Requirements

7.21.1 SACC Manual clause G1005C (2008/05/12), Insurance Requirements

7.22 Limitation of Liability - Information Management/Information Technology

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

7.22.2 First Party Liability:

7.22.2.1 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:

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

7.22.2.1.2 physical injury, including death.

7.22.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

7.22.2.3 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.

7.22.2.4 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 subparagraph 7.26.2.1 above.

7.22.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:

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

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

7.22.2.5.2 any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph 7.26.2.5 of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$ 2 Million.

7.22.2.5.3 In any case, the total liability of the Contractor under subparagraph 7.26.2.5 will not exceed the total estimated cost (as defined above) for the Contract or \$ 2 Million, whichever is more.

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

7.22.3 Third Party Claims:

7.22.3.1 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.

7.22.3.2 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 Sub-article 7.26.3.1, 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.

7.22.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 7.26.3.3.

7.23 Joint Venture Contractor

7.23.1 The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: **BIDDERS TO PROVIDE A LIST OF ALL THE JOINT VENTURE MEMBERS.**

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

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

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- 7.23.2.2 by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
- 7.23.2.3 all payments made by Canada to the representative member will act as a release by all the members.
- 7.23.3 All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- 7.23.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- 7.23.5 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- 7.23.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

7.24 Hardware

7.24.1 With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes.
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No.
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes.
Delivery Location	The delivery location is 90 Elgin Street, Ottawa, Ontario – The Floor and room locations are noted in the Milestone Schedule.
Installation Site	The installation site is as specified in the Annex A – Statement of Work
Contractor must deliver Hardware Documentation	Yes. Despite Section 7(4), only three copies of the Hardware Documentation is required.
Contractor must update Hardware Documentation throughout Contract Period	Yes.
Hardware Documentation must include maintenance documentation	Refer to section 12 – Documentation of the Annex A- Statement of Work.
Language of Hardware Documentation	The Hardware Documentation must be delivered in one of English or French. If the documentation is available in the other of the two official languages of Canada, the Contractor must deliver the documentation in both English and French.
Format and Medium on which Hardware Documentation must be Delivered	CD-Rom.
Special Delivery Requirements	No.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME
Special Site Delivery or Installation Requirements	No - 4001, Section 4 does not apply to the Contract.	
Contractor must Install Hardware at time of Delivery	No.	
Contractor must Integrate and Configure Hardware at time of Installation	Yes.	
Hardware is part of a System	Yes.	
Availability-level Testing will be performed before Acceptance	No.	
Class of Maintenance Service	12 month Warranty period as stated for in 4001 sect.	
Toll-free Telephone Number for Warranty support Service	TO BE PROVIDED BY THE BIDDER IN ITS BID SUBMISSION AND INFORMATION WILL BE INSERTED IN THE CONTRACT AWARD.	
Website for Warranty Support Service	TO BE PROVIDED BY THE BIDDER IN ITS BID SUBMISSION AND INFORMATION WILL BE INSERTED IN THE CONTRACT AWARD.	

7.25 Deliverable Substitutions for Audio Video Hardware / Software

7.25.1 The Contractor may propose a substitution for an existing (AV/VC) Audio Video product listed in the Pricing Sheets (Annex B of the Contract), as long as the proposed substitute meets or exceeds the specification(s) of the existing product being substituted and the price for the substitute product does not exceed:

7.25.1.1 the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;

7.25.1.2 the current published list price of the substitute product, minus any applicable Government discount; or

7.25.1.3 the price at which the substitute product is generally available for purchase,
Whichever is the lowest.

7.25.2 The Contractor acknowledges that the proposed substitution may be subject to the discretion of Canada to a benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).

The substitute item must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution is acceptable. Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada. If Canada does not accept a proposed substitution, the Contractor must continue to deliver the original product when ordered. If accepted, the substitution will be documented for the administrative purposes of Canada by a contract amendment, by removing the existing product and including the substitution instead.

7.25.3 The ability to propose a substitution does not relieve the Contractor of its obligation to make delivery by the Delivery Date, regardless of whether or when the proposed substitution is approved.

7.25.4 The proposed substitution will be subject to the clause entitled "Assessment of New Products".

7.26 Extension of Existing Product Line

7.26.1 During the Contract Period, if technological improvements have been made to the products available for purchase under the Contract, the Contractor may propose new products that are an extension of an existing product line or the "next generation" of an existing product line that meet

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- 7.26.2 or exceed the specification(s) of existing products under the Contract, if the price for the new product does not exceed:
- 7.26.3 the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract plus 5%;
- 7.26.4 the current published list price of the substitute product, minus any applicable Government discount; or
- 7.26.5 the price at which the substitute product is generally available for purchase,
- 7.26.6 whichever is the lowest.
- 7.26.7 The proposed new product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- 7.26.8 Whether or not to accept or reject a proposed new product is entirely within the discretion of Canada. If Canada does not accept a proposed new product that is proposed to replace an existing product, the Contractor must continue to deliver the original product. If accepted, the addition of the new product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new product to the Contract.
- 7.26.9 No new products will be included in the Contract until one year after the Contract is awarded.
- 7.26.10 The proposed new product is also to the requirements of the clause entitled "Assessment of New Products".

7.27 Assessment of New Products

- 7.27.1 At any time during the Contract Period, if the Contractor or any of its subcontractors intends to deploy new products (i.e., any hardware, software or firmware that was not on the IT Products List approved by Canada as part of the Supply Chain Security Information assessment during the procurement process), the Contractor must first obtain the written approval of the Technical Authority. This applies to new products to be deployed on Canada's network, on the Contractor's infrastructure or backbone that will be interconnected with Canada's network, or on a third party's infrastructure or backbone that will be interconnected with Canada's network. In all these cases, Canada reserves the right to conduct a complete, independent security assessment of the new products; the Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
- 7.27.2 Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the proposed new product.
- 7.27.3 Canada may in its discretion refuse consent with respect to any new product being deployed on its own network or on any network interconnected with Canada's network. Prior to doing so, Canada will provide the Contractor with the opportunity to make representations within 10 days of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination. Any determination made by Canada will constitute a decision with respect to the proposed product and its proposed use under this Contract, and does not mean that the same product would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

7.28 Representations and Warranties

- 7.28.1 The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and the issuance of SO's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through SO's.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.29 Licensed Software

7.29.1 With respect to the provisions of Supplemental General Conditions 4003:

Type of License being Granted	Devices
Number of Devices Licensed	To be dictated by the Contractor solution submission.
Language of Licensed Software	The Licensed Software must be delivered in both French and English.
Delivery Location	The delivery location is 90 Elgin Street, Ottawa, Ontario – The Floor and room locations are noted in the Milestone Schedule.
Installation Site	The installation site is as specified in the Annex A – Statement of Work.
Media on which Licensed Software must be Delivered	CD-ROM
Software Warranty Period	12 months
Source Code Escrow Required	No.

7.30 Training

7.30.1 The Contractor must provide training on an as-and-when-requested basis as described in section 12 – Training and Knowledge Transfer of the Annex A - Statement of work during the Contract Period, when a validly issued Service Order for implementation is issued in accordance with the Contract.

7.31 Support Resources Services - General

7.31.1 The Contractor must provide, as and when requested by Canada the support resources services described in section 11, Support Resources of the Annex A - Statement of Work.

7.31.2 All Support Resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

7.31.3 If the Contractor fails to deliver any deliverable or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

7.32 Safeguarding Electronic Media

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

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

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

7.33 Packaging Recycling

7.33.1 All materials in which the products are packaged and shipped must be recyclable. The Bidder must take back all packaging from the Canada's site at the time of product installation. The Bidder must reuse, recycle or dispose of all packaging materials removed from products delivered in an environmentally sensitive manner.

7.34 Reporting Requirements

7.34.1 The Contractor must provide reports described in section 12 - Documentation of the Annex A - Statement of Work.

7.35 Access to Canada's Property and Facilities

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

ANNEX A STATEMENT OF WORK AUDIO VISUAL SYSTEMS FOR SHARED SERVICES CANADA

1. Introduction

- 1.1 The following Statement of Work defines the scope of the services that the Audio Visual/Video Conferencing Contractor, must provide to Shared Services Canada. The conceptual design and layout recommendations contained within this document are based on input obtained from the Department of Finance representatives. Additionally, significant input has been provided by the Videoconference and Telepresence Operations team members and the consultants engaged by Shared Services Canada for the design of this AV/VC system/solution. The work to be performed shall be coordinate with the general contractor currently involved in the construction of the new building and with his sub-trades.
- 1.2 The work to be performed shall be in the newly constructed facilities at 90 Elgin St. to meet the anticipated arrival of Shared Services employees on July 2014. As part of the fit-up work, Shared Services Canada requires a carefully coordinated installation of new AV/VC equipment within its new facilities.

2. Objective

- 2.1 The objective of this procurement is to acquire the services of an experienced Audio Visual/Video Conferencing Contractor for the supply and installation of an AV/VC system / solution as articulated in this statement of work (SOW), as well as the technical specifications and associated drawings that can be found in Appendixes A and B to this Annex A. The information provided in the associated documents illustrates the AV/VC solution to be installed and the products identified are simply provided for the purpose of formulating a working system with the expected functionalities that will meet the end user's needs. The AV/VC contractor has the discretion to supply a system with his products of choice as long as the end result is a system that meets or exceeds all of the functional requirements identified.

3. Statement of Work - Scope

- 3.1 The scope of this SOW includes the supply of all Hardware and Software c/w installation services as well as related hardware, software, training, mentoring and technical support during the 12 months warranty period.
- 3.2 The items listed below form part of the Deliverables of the AV/VC solution and services, which are divided into two Parts:

PART A – Firm Work - AV/VC product deliverables that includes the following;

1. Supply and Installation of all required hardware as listed by the contractor in the Form 8 product Solution List provided with this SOW and which shall become the list of deliverables to the resulting contract;

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

2. Supply and Installation of all required software and applicable licenses as listed by the contractor in the Form 8 product Solution List provided with this SOW and which shall become the list of deliverables to the resulting contract;
3. Technical resources for on-site setup of hardware & software integration services that includes knowledge transfer and mentoring;
4. Full hardware technical services, software upgrades and support, including WEB-based, telephone and email communications;
5. Project management services that includes scheduling and coordination of the AV/VC contractor work activities with the general contractor and sub-trades currently executing work within the new building at 90 Elgin;
6. Solution testing in accordance with OEM recommendations and with the consultant Specifications found at Appendix A & B of this Annex A;
7. AV/VC Solution acceptance at the end of each Milestone;
8. Documentation including record drawings;
9. Solution overview;
10. Quality Assurance;

The AV/VC Contractor must also be responsible for the delivery, installation, configuration and validation of all physical deliverables once at the SSC facilities.

1. The Contractor shall Install and configure the equipment

- Physical installation and wiring of equipment on site;
- Confirmation of software levels and required software patches, as applicable;
- Verify option licenses, as applicable
- Install & configure equipment as per the solutions described in accompanying specifications and drawings at Appendix A & B of Annex A;
- Connectivity to network facilities, as applicable and as confirmed with the Technical Authority;
- Observe units upon power-up and verify successful completion of self-test diagnostics, as applicable

2. Technical Resource

- 2.1 The Contractor must provide technical resource(s) to perform the following Work:
 1. Implementing, configuring and testing AV/VC system(s);
 2. Removing IPT system(s); and
 3. Updating AV/VC system(s) configurations and inventory records.
- 2.2 The technical resource(s) must have the following minimum qualifications:
 1. Original Equipment Manufacturer (OEM) certified, as applicable; and
 2. Two (2) years' experience with implementing or repairing the AV/VC system(s).

3. Project Management

- 3.1 The Project Manager for the AV Contractor will be identified at the start-up meeting and must act as a single point of contact, for Scheduling, coordination, change control, escalation, implementation, and for resolving issues. The Project Manager must collaborate with the Technical Authority (TA) at Shared Services Canada to:
 - Establish realistic implementation timelines based on the July 2014 target;
 - Coordinate equipment delivery of required hardware and software
 - Develop and maintain a project schedule aligned with project milestones as per paragraph 15 and adjust to suite changing priorities as dictated by product delivery delays;

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- Conduct a start-up meeting to review project objectives, scope and confirm project requirements.

4. Solution Testing

- 4.1 Create and execute a test plan, which will validate the solution/functionality detailed in this SOW, as well as the technical specifications, and associated drawings that can be found in Appendixes A and B to this Annex A. This test plan shall be presented to SSC for review and approval prior to execution of the work.

5. Solution Acceptance

- 5.1 Final acceptance must be conducted with Shared Services Canada's representatives to establish final acceptance in accordance with Inspection and Acceptance of the Work, paragraph 12 of the General Conditions.

6. Documentation

- 6.1 The AV/VC Contractor must provide the following documentation:
- Project Plan (Scope, Schedule, Quality assurance)
 - Progress reports (Weekly, Scheduled)
 - Documentation package (All OEM, as built drawings/diagrams)
 - Acceptance Plan
 - Training and documentation (both Admin/User)
 - Project closure including post implementation support documentation

7. Solution Overview

- 7.1 The AV/VC Contractor must provide an overview of system functionality to the appropriate Shared Services Canada personnel but this is not to be considered as formal training.

8. Terminology

- **Solution:** Unless otherwise specified, in this document the term "solution" refers to the AV/VC solution identified by the AV/VC Contractor. This may be considered to be part of an overall system;
- **Product;** Product's brand name for all AV/VC product categories that form part of the solution described in this sow and the accompanying documents;
- **TR Rooms:** A TR room is a room or space within a building for the storage or installation of mechanical or electrical/electronic devices;
- **Shielded CAT-6 copper cables:** Cat 6, is a standardized cable for Gigabit Ethernet and other network physical layers that is backward compatible with the Category 5/5e and Category 3 cable standards;
- **IP capable codecs:** A codec is a device or program capable of encoding and/or decoding a digital data stream or signal, for storage or transfer over a network;
- **Ad-Hoc Components:** Ad-Hoc components are the low dollar value miscellaneous manufactured parts or connectivity components and attachment's including connector's that help to complete the AV/VC solution and it's installation;
- **AV/VC: Audio Visual:** The term audiovisual (AV) may refer to works with both a sound and a visual component, the production or use of such works, or the equipment used to create and present such works / **Video Conferencing:** Videoconferencing is the conduct of a videoconference (also known as a video conference or video teleconference) by a set of telecommunication technologies which allow two or more locations to communicate by simultaneous two-way video and audio transmissions;

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- **Service Order Confirmation (SOC):** A formal and structured Contractor confirmation of acceptance issued by the Contractor within the specified timeframes from receipt of a request for quotation and service order. The SOC contains, among other items, the Committed Service Delivery Date;
- **Activation software:** Product activation is a license validation procedure required by some proprietary computer software programs. This installation ID is sent to the manufacturer to verify the authenticity of the product key and to ensure that the product key is not being used for multiple installations;
- **Application software:** Application software is all the computer software that causes a computer to perform useful tasks beyond the running of the computer itself. The term is used to contrast such software with system software, which manages and integrates a computer's capabilities but does not directly perform tasks that benefit the user. The system software serves the application, which in turn serves the user
- **NCR:** National Capital Region;
- **OEM:** Original Equipment Manufacturer;

9. Applicable documents

- "DOF building AV Spec.doc"
- "AV Functional Design.PDF"
- "90 Elgin Finance Conference 2ndFloor tender pkg.PDF"
- "90 Elgin Finance Conference 2ndFloor Line drawing.PDF"
- "AV001-AV020 DMA 90 Elgin Finance Conference Floor 100% R1"
- "AK01A-AK03A DMA 90 Elgin Finance Conference Floor_Mounting&Conduit_100% R1"
- "AK01B-AK03B DMA 90 Elgin Finance Conference Floor_Mounting_100% R1"
- "REP DMA 90 Elgin AV Phase 2 Conduits - Revised for 100% AV System R2"

10. System Description

- 10.1 The AV/VC designs are architecture audio and control signals. The Video must be Rack mounted and Codex is the preferred design;
- 10.2 This must be routed through local switchers located in the TR rooms or nearby base building telecom rooms;
- 10.3 Distribution of all AV signals must be shielded CAT-6 copper cables in the horizontal cabling design. This document including technical specifications, and associated drawings that can be found in Appendixes A and B to this Annex A, specifies the designs for furnishing, installing, and testing of a complete audiovisual presentation solution, Audio / video conferencing systems to be installed at the new building;
- 10.4 It must include, but will not be limited to: front projection, Plasma or LCD displays, various source inputs, audio processing and loudspeakers, speech reinforcement system, audio and video conferencing including microphones, IP capable codecs with multiple cameras, and a dedicated control system with touch panels.

11. The Audio Video room fit-ups will encompass:

- Shared meeting spaces: this includes small, medium and large boardrooms on floor 2, refer to Appendix B to Annex A;
- Refer to the Appendix A to Annex A for boardrooms on floor 2, PDF Line Drawings, Finance Canada 2nd floor - AK01A - AK03A, AK01B - AK03B and AV001 - AV020.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif. C93-10034156	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

- Refer to the Appendix F to Annex A – PDF Line Drawings for individual room requirements on floors 9 to 17 - AV-601 AVCF - AV-601 AVCF.

12. ROOM Requirements:

The following functional room requirements must be provided to the areas note below; Refer to the AV Specification "90 Elgin Finance Conference Floor – Appendix B to Annex A section 2.5 for the 2nd floor requirements; and to "DOF building AV Spec.doc" – Appendix A to Annex A section 4.1 for floors 9 to 17.

13. The physical design must include:

- Definitions/education on technology used
- Solution broken down to correspond to requirements
- Outline describing proposed testing strategy
- Outline describing proposed training strategy
- Outline describing proposed solution documentation

In the event an alternate solution was proposed by the contractor, the design must also include:

- Drawings illustrating architecture, including HVAC, and power requirements
- Line drawings illustrating equipment connectivity (as like the one supplied)

14. Contract Start-up and review meeting

- 14.1 Within five (5) working days of contract award, the AV/VC contractor must coordinate a contract start-up and review meeting, in the NCR, to review the Contract in detail with SSC. At a minimum, the following representatives must be in attendance:
- a) SSC's Contracting Authority;
 - b) SSC's Technical Authority; and
- The AV/VC Contractor (Job Captain-Supervisor & Contractor Principal for this project).
- 14.2 Within five (5) working days from contract award, the AV/VC Contractor must have a completed work schedule with a floor by floor strategy for the work execution and a test plan for the installations to be presented to SSC Technical Authority, site representative. These documents shall be available on site at all times and be properly labelled, dated and with the appropriate version numbering. All documentation must be presented using common-off-the-shelf software applications and in a format acceptable to SSC.
- 14.3 During the contract start-up and review meeting, the AV/VC Contractor must provide SSC with the following information:
- a) The Contractor's organizational chart (include a separate list for the site team that includes all sub-trades with key contacts);
 - b) Management escalation process that describes the means by which SSC can escalate issues to the appropriate levels in the Contractor's organization;
 - c) Management escalation contact list; and
 - d) The Contractor's document management process, procedures and tools.
- 14.4 The AV/VC Contractor must document and submit, for SSC review and approval, the minutes from the contract start-up and review meeting to the Contracting and Technical Authorities within two (2) working days of the meeting.
- 14.5 The AV/VC Contractor must resolve any outstanding issues following the initial contract start-up and review meeting. Outstanding issues must not affect or relieve the Contractor from its obligation to meet the timeframes in this Contract, unless specifically approved by the Contracting Authority and documented in a contract amendment.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

16. DELIVERABLES AND MILESTONE SCHEDULE

Contractor to supply, install, integrate, configure and test Hardware and Software as per the following table:

No.	Milestones	Description "Deliverables"
1.	2nd Floor Conference Centre	Appendix B to Annex A - Dialog McRobie Specification Appendix C to Annex A - DMA Drawings: AK01A to AK03A Appendix D to Annex A – DMA Drawings: AK01B to AK03B Appendix E to Annex A – DMA Drawings: AV001A to AV020
2.	Floor 9	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608
3.	Floor 10	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608
4.	Floor 11	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608
5.	Floor 12	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608
6.	Floor 13	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608
7.	Floor 14	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608
8.	Floor 15	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608
9.	Floor 16	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608
10.	Floor 17	Appendix A to Annex A - DOF Building Specification Appendix F to Annex A – AV Functional Design Drawings: AV-601A to AV-608

17. Incident Report

- 17.1 As and when required, within one(1) working day, and when requested by SSC the Contractor must provide an incident report for all site related incidents that occurred during execution of the work;
- 17.2 The Incident report must include the date, time and location of the incident;
- 17.3 The incident report must also include
 - 17.3.1 the name of the employee or sub-contractor and the name of the employer;

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

17.3.2 the report shall be completed using the Department of Public Works and Government Services Canada document and shall be submitted to the safety officer designated for the construction activities at 90 Elgin.

17.3.3 officer designated for the construction activities at 90 Elgin.

17.4 Failure to report an incident is a serious offence, therefore; the AV/VC contractor must immediately report an incident when it occurs. This must be discussed at the Start-up meeting and the contact name and number of the site safety officer must be provided at that time.

18. Performance level & Service Credits

In the event that the Contractor is not able to meet the performance levels dictated by the Deliverables & Milestone Schedule as stated above, he or she will be subject to service Credits as it impacts the Department of Finance staff relocation schedule.

19. Alternative Spec and design for AV/VC Contractor solutions

For AV/VC Contractors who propose alternative Specs and design for their solution he or she must deliver a design document, which contains a logical design. The logical design must include the following documentation:

- Specifications of the solution design
- Drawings illustrating technical points and architecture
- Definitions of technology used
- Traceability between solution design and requirements, including room type and Technical Reference Manuals

20. SSC & Contractor Responsibilities (Contractor must confirm his responsibilities on Form 3)

The following commonly miscommunicated responsibilities. It is not intended to detail all contractor or subcontractor responsibilities under

General Construction	SSC	Contractor
1 Site acceptance, unloading and delivery	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2 Field confirmations of AV junction boxes, conduit, raceways and rough-in items		<input checked="" type="checkbox"/>
3 Furnish & Install AV related plates		<input checked="" type="checkbox"/>
4 Furnish & Install All AV related blocking and infrastructure support requirements (Projectors, LCD, etc.)		<input checked="" type="checkbox"/>
5 Furnish low voltage AV cables and connectors (ex Cat6 cabling)		<input checked="" type="checkbox"/>
6 Field confirmation of all Cat6 cabling needed by AV systems		<input checked="" type="checkbox"/>
7 Install AV cable pulls, termination's, labeling and continuity tests (ex Cat6 cabling)		<input checked="" type="checkbox"/>
8 Furnish and install motorized front projection screens, low voltage interfaces and wall switches		<input checked="" type="checkbox"/>
9 Install ceiling speakers, back boxes, tile bridges, transformers and grilles		<input checked="" type="checkbox"/>
10 Integration of controllable lighting system into AV controls system		<input checked="" type="checkbox"/>
11 Rubbish removals related to AV/VC installation		<input checked="" type="checkbox"/>
12 Testing, commissioning, training and close out documentation		<input checked="" type="checkbox"/>
13 Furnish & Install table and ceiling microphones		<input checked="" type="checkbox"/>
14 Cut-outs for table hatches		<input checked="" type="checkbox"/>
15 Furnish & Install AV cables and components in table hatches (Cat6 cabling)		<input checked="" type="checkbox"/>
16 Provide any table modifications to support microphones		<input checked="" type="checkbox"/>
17 Integrate CATV systems into AV/VC system		<input checked="" type="checkbox"/>
18 Furnish & Install data cabling drops (Pertaining to AV/VC equipment)		<input checked="" type="checkbox"/>
19 Provide new drop for AV/VC connectivity		<input checked="" type="checkbox"/>
20 Provide IP Addresses (Pertaining to AV/VC equipment) for configuration to VC team	<input checked="" type="checkbox"/>	
21 Integration of data lines into AV equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
22 Furnish & Install analog cabling drops (Pertaining to AV/VC equipment)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
23 Provide analog POTS or VOIP service	<input checked="" type="checkbox"/>	
24 Integration of analog POTS lines into AV/VC equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
25 Confirm all AV/VC Voice/Data/Power (By Others) have been included in base contract	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
26 Furnish & Configure AV related dedicated computers and all related peripherals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
27 Integrate AV/VC related dedicated computers and all related peripherals.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
28 Provide all AV/VC equipment as per RFP to supply a turnkey system		<input checked="" type="checkbox"/>

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

PART B - AV/VC Professional Services on an “As and when Requested” bases as detailed below;

1. Technical Integration Support Resource for hardware & software issues;
2. Training and Knowledge transfer for hardware & software;

The AV/VC Contractor must be responsible for the initial training and mentoring of the Finance personnel with respect to the use and management of the proposed solution. Standard instruction manuals must be provided for on- site use.

1. Support Resources “As and When” requested

Technical Integration Support Resource

- 1.1 The Contractor must provide technical integration support resource(s) on an as-and-when requested basis with an approved Service Order to perform the following Work:
 1. Provide information on the technical aspects of the AV/VC system(s);
 2. Provide guidance on the technical specifications applicable to integration and evolution of technology;
 3. Provide technical support, guidance and strategy for architecture, configuration and evolution of the AV/VC system(s);
 4. Provides technical support for technology issues;
 5. Develop documentation for integration and evolution;
 6. Develop and document application scripts;
 7. Provide guidance on associated security issues; and
- 1.2 When requested by SSC, through a Request for Quotation or a Service Order, the Contractor must provide the resume for the individual(s) being submitted to fulfil the role of technical integration support resource.
- 1.3 The technical integration support resource(s) must have, within the last eight (8) years, a minimum of six (6) years' experience of which:
 1. Two (2) years' experience must be with AV system(s) technology; and
 2. Two (2) additional years' experience must be with VC system(s); and
 3. Two (2) additional years' experience must be in providing technical advice, guidance and support for integration and evolution of AV/VC technology involving multi-disciplinary project, technical and business teams.

2. Training and Knowledge Transfer “As and When” requested

- 2.1 The successful AV/VC Contractor must assume responsibility for the provision of mentoring including:
 - Initial “hands on” coaching of SSC IT members with respect to the use and management of the solution at milestones completion; and
 - Other consultation and mentoring of SSC personnel - with respect to the use and management of the solution - on an as and when needed basis.
- 2.2 The successful AV/VC Contractor must provide initial system (i.e. solution) administration training for SSC operations personnel and (where appropriate) advanced system management (e.g. tuning, customization, etc.) training as and when requested.

Training

- 2.3 This section provides a detailed description of training requirements for all Department solution components. It covers training objectives and required services, and provides a description of the various types of training.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

Training objectives

- 2.4 The Department's expectations as regards training focus on the acquisition of the skills necessary to explain the operations of, manage, set parameters for and make use of the implemented environment.
- 2.5 The contractor shall plan training adapted to the environment, based on the Department environment's operating characteristics. This training must include practical exercises to facilitate learning.
- 2.6 In order to enable Department employees to complete the training program, the contractor shall implement the necessary technology at the Department's facilities. The price of installing the equipment required for this training should be included in the contractor's firm lot price.

Note that training rooms can hold up to (10) people. Whenever there are more than (10) participants, multiple sessions will need to be held.

Required services

2.7 In preparing and delivering training activities, the contractor shall:

- 1. Provide a description of the skills that Department resources must master in order to set parameters for and make appropriate use of the implemented solutions.
- 2. Submit training programs in the form of a curriculum (listing skills to be mastered) and a course outline (brief description of the training), customized for each employee group that will require training.
- 3. Provide an original copy of the training material for each of the sessions. This material should include the trainer's guide and a copy of the material used by students (for example, student manual, documents, presentations, etc.). These documents must be customized for each employee group to receive training.
- 4. Hold training sessions at the Department's facilities for the specific employee groups identified.
- 5. Produce, disseminate and explain an evaluation mechanism for each of the training sessions.

Documentation for users (agents, supervisors), including the user guide and training manual, must be supplied in both French and English. This documentation must be available in document format (Word), as well as in HTML;

Targeted groups and specific training objectives

2.8 This training targets two specific employee groups. These are described in the following table:

Employee groups	
Operators	<ul style="list-style-type: none"> a. office manager b. service level analysts c. members of the Call Center (IT) team
Supervisors	<ul style="list-style-type: none"> a. IT members

For each of the employee groups identified in the previous table, employees will need to reach varying training targets.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

Supervisors

1. The desired training is of the train-the-trainer type. This training targets a few Department employees who will then be responsible for in turn training IT team members as well as employees involved in the project and who will need to operate equipment.
2. At the end of the training, employees from the Supervisor group should be able to:
 - explain the structure, contents and operation of the solution to employees;
 - explain system operations to employees;
 - explain to employees how the environment works as well as the advantages and benefits of using it.

3. Training Resources

- 3.1 The Contractor must provide training resource(s) for training SSC and clients beyond the initial knowledge transfer and mentoring – Training, when requested in a Service Order (SO), on an as-and-when requested basis to perform the following Work:
 1. Deliver training using site installed equipment; and
 2. Create and deliver ad-hoc training associated with any aspect of the use, function and maintenance of the AV/VC system(s) as specified by SSC.
- 3.2 When requested by SSC, through a Request for Quotation or a Service Order, the Contractor must provide the resume for the individual(s) being submitted to fulfil the role of training resource.
- 3.3 The training resource(s) must have the following minimum qualifications:
 1. Two (2) years' experience providing training services; and
 2. Two (2) years additional experience either using, or training on, the technology utilized in the AV/VC system(s).

Solicitation No. - N° de l'invitation
10034156/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
C93

Client Ref. No. - N° de réf. du client
RAS 13-14383-0

File No. - N° du dossier
C93-10034156

CCC No./N° CCC - FMS No./N° VME

APPENDIX A to ANNEX A

AV FUNCTIONAL DESIGN SPECIFICATION

FLOORS 9 TO 17

(Enclosed)

Solicitation No. - N° de l'invitation
10034156/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
C93

Client Ref. No. - N° de réf. du client
RAS 13-14383-0

File No. - N° du dossier
C93-10034156

CCC No./N° CCC - FMS No./N° VME

APPENDIX B to ANNEX A

DIALOG MCROBIE AV SPECIFICATION

FLOOR 2

(Enclosed)

Solicitation No. - N° de l'invitation
10034156/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
C93

Client Ref. No. - N° de réf. du client
RAS 13-14383-0

File No. - N° du dossier
C93-10034156

CCC No./N° CCC - FMS No./N° VME

APPENDIX C to ANNEX A

DMA DRAWINGS: AK01A to AK03A

FLOORS 9 TO 17

(Enclosed)

Solicitation No. - N° de l'invitation
10034156/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
C93

Client Ref. No. - N° de réf. du client
RAS 13-14383-0

File No. - N° du dossier
C93-10034156

CCC No./N° CCC - FMS No./N° VME

APPENDIX D to ANNEX A

DMA DRAWINGS: AK01B to AK03B

FLOORS 9 TO 17

(Enclosed)

Solicitation No. - N° de l'invitation
10034156/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
C93

Client Ref. No. - N° de réf. du client
RAS 13-14383-0

File No. - N° du dossier
C93-10034156

CCC No./N° CCC - FMS No./N° VME

APPENDIX E to ANNEX A

DMA DRAWINGS: AV001 to AV020

FLOORS 9 TO 17

(Enclosed)

Solicitation No. - N° de l'invitation
10034156/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
C93

Client Ref. No. - N° de réf. du client
RAS 13-14383-0

File No. - N° du dossier
C93-10034156

CCC No./N° CCC - FMS No./N° VME

APPENDIX F to ANNEX A

AV FUNCTIONAL DESIGN DRAWINGS: AV-601A to AV-608

FLOOR 2

(Enclosed)

Solicitation No. - N° de l'invitation
10034156/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
C93

Client Ref. No. - N° de réf. du client
RAS 13-14383-0

File No. - N° du dossier
C93-10034156

CCC No./N° CCC - FMS No./N° VME

APPENDIX G to ANNEX A

CONDUIT REQUIREMENTS

FLOOR 2

(Enclosed)

Solicitation No. - N° de l'invitation
10034156/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
C93

Client Ref. No. - N° de réf. du client
RAS 13-14383-0

File No. - N° du dossier
C93-10034156

CCC No./N° CCC - FMS No./N° VME

ANNEX B

PRICING SHEET

(Enclosed)

Solicitation No. - N° de l'invitation
10034156/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
C93

Client Ref. No. - N° de réf. du client
RAS 13-14383-0

File No. - N° du dossier
C93-10034156

CCC No./N° CCC - FMS No./N° VME

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

(Enclosed)

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

ANNEX D

AV/VC SERVICE ORDER - SAMPLE

Date of issuance: YYYY/MM/DD	
Contractor Name:	
Contract Number:	
Service Order Number:	Service Order Revision Number:
Sigma Reference Number:	Financial Coding:

DESCRIPTION OF SERVICES

Item No.	Service Code	Description of goods/services being ordered	Qty.	Firm Unit/ Hourly/Monthly Price	Total
				Sub-Total:	
				Applicable Taxes	
				Total:	

REMARKS:

SIGNATURES:

Technical Authority (Authority for approval up to and including of \$10,000.00 (Taxes included))

_____ TA Signature	_____ Title	_____ Date
-----------------------	----------------	---------------

Contracting Authority (Authority for approval exceeding \$10,000.01 (Taxes included))

_____ Daniel Clement	_____ Title	_____ Date
-------------------------	----------------	---------------

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

FORM 1: BIDDER SUBMISSION FORM

BID SUBMISSION FORM	
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:
	Title:
	Address:
	Telephone number:
	Facsimile number:
	Email address:
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
Jurisdiction of Contract: Province or Territory in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i>	
Article 7.15 - Hardware of the Resulting Contract	Toll-free Telephone Number for Warranty Services:
	Website for Warranty Services:

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

Article 7.20- Licensed Software of the Resulting Contract	Contact Information for Accessing the Contractor's Support Services:	
	Toll-free Telephone Access:	
	Toll-free Fax Access:	Not applicable
	Email Access:	
	Website:	
	Website Address:	

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

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

Signature of Authorized Representative of Bidder	
---	--

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif. C93	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

FORM 2: 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 such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-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 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-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 HRSDC-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)

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

FORM 3: SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM

Form 3 Substantiation of Technical Compliance Form		
Articles of Statement of Work that requires substantiation by the Bidder are:	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
Annex A - Statement of Work:		
M1. The AV/VC Solution Design must comprise of the following: The AV / VC designs for the Department of Finance are architecture audio and control signals. The Video must be Rack mounted and Codec is the preferred design.		
M2. The Connectivity must comprise of the following: Any and all connectivity connections must be routed through local switchers located in the TR rooms or nearby base building telecom rooms.		
M3. The Cabling requirements must comprise of the following: Distribution of all AV signals must be shielded CAT-6 copper cables in the horizontal cabling.		
M4. Alternative Spec and design for AV/VC solutions: For AV/VC Bidder who propose alternative Specs and design for their solution, he or she must deliver a design document, which contains logical design <ul style="list-style-type: none"> • Specifications of the solution design • Drawings illustrating technical points and architecture • Definitions of technology used • Traceability between solution design and requirements, including room type and Technical Reference Manuals 		
M5. Alternative Spec and design for AV/VC solutions - The physical design must include: <ul style="list-style-type: none"> • Drawings illustrating architecture, including HVAC, and power requirements (This is for designs that deviates from the design provided in this solicitation at Appendix A & B of the Annex A). • Line drawings illustrating equipment connectivity (as like the one supplied) • Definitions/education on technology used • Solution broken down to correspond to requirements • Outline describing proposed testing strategy • Outline describing proposed training strategy • Outline describing proposed solution documentation 		

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

Appendix B to Annex A:

<p>M6. The AV/VC Solution must contain the following Safety features: 1.3, .10 - All equipment must be installed so as to represent no safety hazards to operating personnel or equipment or to other trades. All equipment must be adequately ventilated when operating under worst case power dissipation. i.e. (any installers tools that or product that as a harmful odor).</p>		
<p>M7. The details of the AV/V installations must be complete and include all relevant documents: 1.22, .4 - All shop drawings must include AV Bidder's stamp, signed by AV Bidder's authorized representative certifying approval of submissions, verification of field measurements, and compliance with Contract Documents.</p>		
<p>M8. The details of the AV/VC installations must be carefully recorded for the management of the assets: 1.25, .1 - The AV Bidder must prepare and submit two sets of English and French manuals, one PDF hardcopy and one electronic copy, including as-built drawings, training, instruction and operating information and all software code for review by the Technical Authority, as a part of the commissioning process. Submit manuals one (1) week prior to commissioning.</p>		
<p>M9. The wireless conferencing system must provide uninterrupted routing from interpretation units: 2.4 - A digital wireless infrared (IR) conferencing / interpretation system shall be used to accommodate multiple furniture configurations. This system audio over IR must not be picked up outside the room. The system will be capable of routing and controlling multi-language audio between main conferencing / interpretation units located in different rooms.</p>		
<p>M10. The Video Conferencing Codec must be accessible to all users: 3.5, .1 - An HD video conferencing Codec will be installed in the racks in the technician's booth for videoconferencing. Videoconferencing will typically require a technician but must also be capable of being connected by the users within the room.</p>		
<p>M11. Alternative Spec and design for AV/VC solutions - The physical design must include:</p> <p>3.1.1, .1 - System drawings are defined as those drawings necessary to build the job to the standards and detail as outlined in this Specification of Works.</p> <p>The AV Bidder must provide:</p>		

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME
.1 Block diagrams showing the interconnection of all equipment if there are substantive changes to the design. The block diagrams will be provided for video, audio, control. .2 Schematic Diagrams showing detailed interconnection of all equipment if there are substantive changes to the design. These schematics must be organized in the same form as the block diagrams and must include video, audio, control. .3 Equipment rack layouts including all equipment location and identification. .4 All equipment, bulkheads, panels, wires and cables are to have unique individual alpha-numeric labels which correspond to labels on the schematics.		
M12. The cable provisions must meet the specifications: 3.1.4, .8 - The AV Bidder must provide proof that cable being used shall meet this specification before installation or fabrication commences. If any wire or cable is shown during testing to limit the bandwidth, the AV Bidder shall replace it with a more suitable type at no charge.		
M13. The grade of finish must be as specified: 3.1.6, .2 - All connector panels/bulkheads to be black finish. All AV plates must be of a high level of finish, and plates are to be provided for all rooms.		
M14. The demarcation of system cables must be carefully coordinated: 3.1.7, .2 - All system cables, without exception are to be individually, logically and permanently marked by the AV Bidder at all terminations with slip-on or other permanent type marking at both ends. All wiring must be properly identified in junction boxes and at terminal blocks and wherever accessible.		
M15. The commissioning of the new AV/VC solutions installations must be coordinated by an experienced technician and programmer: 3.2.1, .7 - During commissioning, the AV Bidder must have on site the technical representative and the programmer for the system. The AV Bidder shall operate all equipment and make all connections to demonstrate to the Owner the complete operation of the system.		

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

FORM 4 – OEM CERTIFICATION FORM

Form 4 OEM Certification Form	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.	
Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Date signed	_____
Solicitation Number	10034156/A
Name of Bidder	_____

FORM 5A – SOFTWARE PUBLISHER CERTIFICATION FORM

Form 5A Software Publisher Certification Form (to be used where the Bidder itself is the Software Publisher)	
The Bidder certifies that it is the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada:	

<i>[bidders should add or remove lines as needed]</i>	

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

FORM 5B – SOFTWARE PUBLISHER AUTHORIZATION FORM

Form 5B
Software Publisher Authorization Form
(to be used where the Bidder is not the Software Publisher)

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

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number **10034156/A**

Name of Bidder _____

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

FORM 6 – CRIMINAL RECORD VERIFICATION FORM

As you may be aware, Canada announced additional measures, effective immediately, to strengthen the integrity of the procurement process. These new measures will apply to all Shared Services Canada solicitations and contracts.

You are required to complete this form providing the name of your Board of Directors. Should you refuse, please return to my attention a written confirmation of such refusal to comply with the new integrity measures including the reasons for the refusal.

Please note that you may later be required to provide signed *Consent to a criminal record verification (PWGSC-TPSGC 229)* for each of these individuals as compliance with the certifications is subject to verification during the entire period of the Contract.

Board of Directors	
Legal Name of the Bidder:	
Bidder Address:	
Bidder PBN:	
Board of Directors <i>(Use format – first name last name)</i>	1.
	2.
	3.
	4.
	5.
	6.
	7.
	8.
	9.
	10.
	11.
	12.
	13.
	14.
	15.
	16.
	17.
	18.
	19.
	20.
Additional Directors	1.
	2.
	3.
	4.
	5.
	6.
	7.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

FORM 7: CUSTOMER REFERENCE CONTACT INFORMATION

Name of Bidder:	
Solicitation number:	10034156/A
Name of customer reference:	
Signature of the customer reference:	
Title:	
Name of the organization:	
Telephone number of the customer reference:	
Email:	
Date:	

By signing above, I confirm that I am an authorized representative of the organization identified above and that I have read and understood the elements in this form.

The organization must enter "Yes" or "No", "UR" where "UR" means Unable to Respond or "N/A" where "N/A" means Not Applicable, for each criteria in the table below. If the organization does not enter "Yes" or "No", "UR" or "N/A" for each of the criteria, the response will be deemed to be "No".

By responding "Yes" in the table below, the organization agrees that the Bidder named above has delivered the relevant goods and /or services to the organization above.

By responding "No" in the table below, the organization agrees that the Bidder named above has not delivered all of the goods and/or services to the organization above.

By responding "Unable to Respond (UR)" in the table below, the organization agrees that it is unwilling or unable to provide any information about whether the Bidder named above has delivered the goods and/or services to the organization above.

By responding "Not Applicable (N/A)" in the table below, the organization agrees that it is unable to provide any information about whether the Bidder named above has delivered the goods and/or services to the organization above.

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME

Mandatory Experience Requirements

The Bidder must provide written customer reference(s) using this Form to confirm that all mandatory experience requirements listed below have been completed by the Bidder.

Mandatory Experience Requirement A:

For the supply and installation, in Canada, during the 12 month period ending on Dec. 31. 2013, the Bidder has supplied, installed and configured an AV/VC system(s) for the customer reference organization. With a comparable scope and value.

Mandatory Experience Requirement B:

For AV/VC system(s) on-site maintenance, in Canada, for at least twelve (12) consecutive months during the 24 month period ending on Dec. 31. 2013, the Bidder has provided the customer reference organization with on-site maintenance of an AV/VC system(s) (Hardware and Licensed Software) supporting a comparable scope and complexity as to the RFP being bided (by value)

Mandatory Experience Requirement C:

During the sixty (60) month period ending on Dec. 31. 2013, the Bidder has installed in the customer reference organization, in Canada, at least a total of two (2) AV/VC system(s), each serving a 9 person Telepresence environment.

Confirmation of Bidder Experience for the above Requirements	Yes, No, UR or N/A	If yes, please indicate
A) Has the Bidder identified above supplied, installed and configured within your organization in Canada, an AV/VC system(s) for the customer reference organization. With a comparable scope and complexity as to the RFP being bided (by value) during the twelve (12) months period ending on Dec. 31 2013		
B) Has the Bidder identified above provided within your organization Canada on-site maintenance of an AV/VC system(s) (Hardware and Licensed Software) supporting a comparable scope and complexity as to the RFP being bided (by value) for a period of at least twelve (12) consecutive months during the twenty-four (24) period ending on Dec. 31 2013		

Solicitation No. - N° de l'invitation 10034156/A	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur C93
Client Ref. No. - N° de réf. du client RAS 13-14383-0	File No. - N° du dossier C93-10034156	CCC No./N° CCC - FMS No./N° VME
C) During the twenty-four (24) months period ending on Dec. 31. 2013, the Bidder has installed in the customer reference organization, in Canada, at least a total of two AV/VC system(s), each serving a Telepresence multiple display environment.		Total number of Telepresence system(s) installed : _____
D) The technical integration support resource(s) must have, within the last eight (8) years, a minimum of six (6) years' experience of which: Two (2) years' experience must be with AV system(s) technology; Two (2) additional years' experience must be with VC system(s); and Two (2) additional years' experience must be in providing technical advice, guidance and support for integration and evolution of AV/VC technology involving multi-disciplinary project, technical and business teams.		

Solicitation No. - N° de l'invitation
10034156/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
C93

Client Ref. No. - N° de réf. du client
RAS 13-14383-0

File No. - N° du dossier
C93-10034156

CCC No./N° CCC - FMS No./N° VME

FORM 8

PRODUCT SOLUTION LIST

(Enclosed)