



**RETURN BIDS TO:**

**Bid Receiving – SSC**  
**Floor: 13 Office K143**  
**180 Kent Street**  
**Ottawa, Ontario**  
**K1P 0B6**

**RETOURNER LES SOUMISSIONS À:**

**Réception des Soumissions – SPC**  
**13ieme étage, unité K143**  
**180 Rue Kent**  
**Ottawa, Ontario**  
**K1P 0B6**

**REQUEST FOR SUPPLY  
ARRANGEMENT /  
DEMANDE POUR UN  
ARRANGEMENT EN MATIÈRE  
D'APPROVISIONNEMENT**

**Offer To: Shared Services Canada**

We hereby offer to provide Canada, as represented by the Minister of Shared Services Canada, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

**Offre aux: Services partagés Canada**

Nous offrons par la présente de fournir au Canada représenté par le ministre des Services partagés Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sous toute feuille ci annexée.

**Comments - Commentaires**

**Issuing Office – Bureau de distribution**

SSC | SPC  
Procurement and Vendors Relationships | Achats  
et relations avec les fournisseurs  
EO Division | Division EO  
180 Kent 13th Floor | 13ieme étage  
Ottawa, Ontario  
K1A 0B6

<b>Title – Sujet</b> Maintenance Services for TDM-PBX, KTS and Related Equipment	
Services de maintenance PBX - MRT, KTS et l'équipement connexe	
<b>Solicitation No. – N° de l'invitation</b> 2B0KB-123122/C	<b>Date</b> October 1, 2013 1 Octobre 2013
<b>Client Reference No. – N° référence du client</b> 20132623	
<b>File No. – N° de dossier</b> 2B0KB-123122	
Solicitation Closes – L'invitation prend fin <b>at – à</b> See Article 1.5 Herein <b>on – le</b> Voir L'article 1.5 de las présente	<b>Time Zone</b> Fuseau horaire
<b>F.O.B. - F.A.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> Jessica Blackburn	<b>Buyer Id – Id de l'acheteur</b> C79
<b>Telephone No. – N° de téléphone :</b> (613) 286-3272	<b>FAX No. – N° de FAX</b> Sans objet
<b>Delivery required - Livraison exigée</b> See Herein Voir ci-joint	<b>Delivered Offered – Livraison proposée</b>
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b>  Voir ci-joint	

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

**REQUEST**  
**FOR**  
**SUPPLY ARRANGEMENT (RFSA)**  
**FOR**

**National Maintenance Services for Time Division  
Multiplexor (TDM) Private Branch Exchange  
(PBX), Key Telephone Systems (KTS) and  
Related Equipment**

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

- 1.1 Introduction
- 1.2 Summary
- 1.3 Communications Notification
- 1.4 Security Requirement
- 1.5 Cycles for Qualification / RFSA Schedule
- 1.6 Debriefings
- 1.7 Key Terms

### **PART 2 - SUPPLIER INSTRUCTIONS**

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Arrangements
- 2.3 Enquiries - Request for Supply Arrangements
- 2.4 Applicable Laws

### **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

- 3.1 Arrangement Preparation Instructions
- 3.2 Section I - Technical
- 3.3 Section II - Certifications

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

- 4.1 Evaluation Procedures
- 4.2 Technical Evaluation
- 4.3 Basis of Selection

### **PART 5 - CERTIFICATIONS**

- 5.1 Certifications Precedent to Issuance of a Supply Arrangement
- 5.2 Federal Contractors Program Certification
- 5.3 Identification of Green Suppliers
- 5.4 Supplier certifies that All Software is "Off-the-Shelf"

### **PART 6 - RESULTING SUPPLY ARRANGEMENT CLAUSES**

- 6.1 Arrangement
- 6.2 Client
- 6.3 Security Requirement
- 6.4 Standard Clauses and Conditions
- 6.5 General Conditions
- 6.6 Supply Arrangement Reporting
- 6.7 Disclosure and Publication of Supply Arrangement
- 6.8 Authorities
- 6.9 Period of the Supply Arrangement

- 6.10 Priority of Documents
- 6.11 Certifications
- 6.12 Applicable Laws

## **PART 7- BID SOLICITATION METHODOLOGY**

- 7.1 General
- 7.2 Authority Contracting Limits
- 7.3 Bid Solicitation Process
- 7.4 Bid Solicitations Procedures
- 7.5 Response to Bid Solicitations
- 7.6 Enquiries - Bid Solicitation
- 7.7 Certifications Precedent to Contract Award
- 7.8 Federal Contractors Program - Certification
- 7.9 Software Publisher Certification and Software Publisher Authorization

## **PART 8 - RESULTING CONTRACT CLAUSES**

### **LIST OF ANNEXES:**

- Annex A Resulting Contract Template,
- Annex B Statement of Work
- Annex C Security Requirements Check List
- Annex D Key Terms
- Annex E Bid Solicitation Template
- Annex F Forms
- Annex G Pricing Tables Template

### **FORMS:**

- Form 1 Arrangement Bid Submission Form
- Form 2 RFSA Qualification Submission Form
- Form 3 Software Publisher Certification Form
- Form 4 Software Publisher Authorization Form
- Form 5 Customer Reference Contact Information

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Supply Arrangements (RFSA) is divided into eight (8) parts:

- Part 1: **General Information** - provides a general description of the requirement;
- Part 2: **Supplier Instructions** - provides the instructions applicable to the clauses and conditions of the RFSA and states that the Supplier agrees to be bound by the clauses and conditions contained in all parts of the RFSA;
- Part 3: **Arrangement Preparation Instructions** - provides suppliers with instructions on how to prepare their arrangement;
- Part 4: **Evaluation Procedures and Basis of Selection** - indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, and the basis of selection;
- Part 5: **Certifications** - includes the certifications to be provided;
- Part 6: **Supply Arrangement and Resulting Contract Clauses** - includes the clauses and conditions that will apply to any resulting Supply Arrangement (SA);
- Part 7: **Bid Solicitation Methodology** - includes the instructions for the solicitations, contracting process, and authorities within the scope of the SA; and
- Part 8: **Resulting Contract Clauses** - includes the clauses and conditions that will apply to any Resulting Contract entered into pursuant to any requirements issued against the SA.

The Annexes include: Annex A - Resulting Contract Template, Annex B - Statement of Work, Annex C - Security Requirements Check List, Annex D - Key Terms, Annex E - Bid Solicitation Template, Annex F-Forms, and Annex G – Bid Solicitation Pricing Table Template.

### **1.2 Summary**

- (a) This RFSA is being issued by Shared Services Canada (SSC) to provide maintenance and support services for existing Time Division Multiplexor (TDM) Private Branch Exchange (PBX), Key Telephone Systems (KTS) and related equipment across Canada, as and when ordered under any Resulting Contract(s). The services may be required for equipment from several Original Equipment Manufacturer(s) (OEM) such as Siemens, Alcatel-Lucent, Nortel-Avaya, Mitel, Ericsson, Sony, Fujitsu, NEC and Panasonic.
- (b) It should be noted that this procurement vehicle is one of a number of vehicles that may be used to acquire such services.
- (c) The SA will be for a period of 2 years with 3-1 year irrevocable options to renew.
- (d) Any requirement for delivery to a destination within a Comprehensive Land Claims Agreement will be handled by SSC as a separate requisition outside of the SAs.
- (e) Any resulting SAs may be used to acquire services by SSC itself and to provide services to its clients.

- (f) All SAs will be effective from the date of issuance up to and including December 31st, 2014 or until such time as Canada no longer considers it to be advantageous to do so.
- (g) A notice and the RFSA will be posted continuously on the Government Electronic Tendering Service (GETS) to allow suppliers to become qualified at any given time. The notice will contain information on the dates when arrangements are to be submitted.
- (h) All firms are invited to submit arrangements under this RFSA. On the basis of the selection criteria specified in the RFSA, SAs with suppliers will be recommended for issuance.
- (i) Once a supplier qualifies for a SA they will not be required to qualify again.
- (j) The order of evaluation of SAs will be at Canada's sole discretion. The intent is to evaluate SAs on a first in first out basis; however, this may change, as required, to meet Canada's operational requirements.
- (k) Canada will not award a supplier an SA or delay award of Contract(s) to other suppliers if a supplier has not submitted completed documentation in its response or has submitted documentation that deviates from the terms of the RFSA.
- (l) On May 28, 2012, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to e-mail, networks and data centers for Shared Services Canada. As a result, this requirement is subject to the National Security Exception and is, therefore, excluded from all of the obligations of the trade agreements.

### 1.3 Communications Notification

As a courtesy, Canada requests that successful suppliers notify the Supply Arrangement Authority in advance of their intention to make public an announcement related to the issuance of a SA or the award of a Contract resulting from the SA.

### 1.4 Security Requirement

There is no security requirement associated with the issuance of an SA; however, the services to be procured under any Resulting Contracts may be subject to various security requirements.

### 1.5 Cycles for Qualification / RFSA Schedule

Due to the resources required to evaluate the offers, it is Canada's intent to conduct the evaluation of offers in cycles, on a quarterly basis (that is, Canada may collect offers received over a calendar year quarter, in order to conduct the evaluation of all those offers concurrently as part of a single cycle of evaluations). These cycles may be modified at Canada's discretion.

Evaluation Period:

Period	Submission Period	Closing Date (at 2:00 PM Eastern Time )	Evaluation Period
Current	October 1 to December 30	October 31, 2014	November 1, 2014 to December 1, 2014

It is the responsibility of the offeror to ensure offers are submitted at the BID Receiving Unite (BRU) of SSC during its operational dates and hours AND within the specified Quarterly RFSA Closing Dates above. Should an offer be received after one of those quarterly RFSA closing dates, the offer will be evaluated within the next quarterly evaluation period.

#### **1.6 Debriefings**

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the RFSA process. Suppliers should make the request to the Supply Arrangement Authority within fifteen (15) working days of receipt of the results of the RFSA process. The debriefing may be in writing, by telephone or in person.

#### **1.7 Key Terms**

Key terms are defined in Annex D - Key Terms.

## **PART 2 - SUPPLIER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

- (a) All instructions, clauses and conditions identified in the RFSA by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines>) issued by Public Works and Government Services Canada.
- (b) Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the SA and Resulting Contracts.
- (c) The 2008 (2014-06-26) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA..

### **2.2 Submission of Arrangements**

The following bid submission requirements and conditions apply:

- (a) Submission of Responses
  - i) Responses must be submitted by registered mail or by an incorporated courier company to Shared Services Canada by the date, time and at the address indicated on page 1 of the ITQ.
  - ii) Due to the nature of the ITQ, responses delivered by hand or transmitted by facsimile to Shared Services Canada will not be accepted.
  - iii) Suppliers intending to submit a response are requested to send an e-mail notification to [Procurement Officer located on page 1] prior to the closing date indicating their intention to submit a response.
  - iv) A response delivered as per the above after the closing date but within 10 calendar days of the closing date may be considered, provided the respondent can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC), (or national equivalent of a foreign country), or to another incorporated courier company. The only pieces of evidence relating to a delay in delivery that are acceptable are:
    - a) a cancellation date stamp; or
    - b) courier bill of lading; or
    - c) a date stamped label

that clearly indicates that the bid was received by CPC, (or national equivalent of a foreign country), or the incorporated courier company, before the end of the bid closing date. Postage meter imprints, whether imprinted by the bidder, the CPC or the postal authority outside Canada, or any other commercial courier company are not acceptable as proof of timely mailing.

Due to the nature of the RFSA, transmission of arrangements by facsimile or by electronic mail to SSC will not be accepted.



## **2.3 Enquiries - Request for Supply Arrangements**

- (a) All enquiries must be submitted in writing to the Supply Arrangement Authority.
- (b) Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. It is at the sole discretion of Canada whether or not to distribute the information based on the nature of enquiry.

## **2.4 Applicable Laws**

- (a) The SA and any Resulting Contracts awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario (Canada).
- (b) Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or Canadian territory of their choice without affecting the validity of the arrangement, by deleting the name of the Canadian province or Canadian territory specified and inserting the name of the Canadian province or Canadian territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the suppliers.

## **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

### **3.1 Arrangement Preparation Instructions**

- (a) Canada requests that suppliers provide the arrangement in separately bound sections as follows:

- (i) Section I: Technical (2 hard copies and 2 soft copies on CD or DVD); and
- (ii) Section II: Certifications (2 hard copies and 2 soft copies on CD or DVD).

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.

- (b) Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement:

- (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (ii) Use a numbering system that corresponds to that of the RFSA.

### **3.2 Section I - Technical**

- (a) **Technical Arrangement:** In the technical arrangement, the suppliers must demonstrate that they comply with each requirement contained in the RFSA and provide all documents and information that is requested. The technical arrangement should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the arrangement will be evaluated. Canada requests that the suppliers address and present topics and information in the format outlined in each annex. The technical arrangement consists of:

- (i) **Substantiation of Technical Qualification Form:** The technical submission must substantiate the compliance of the supplier and its proposed services with the specific articles of Annex B (Statement of Work) identified in the RFSA Qualification Submission Form # 2 of Annex F, which is the requested format for providing the substantiation. The RFSA Qualification Submission Form is not required to address any other parts of the RFSA not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the supplier will meet the qualifications and carry out the required Work. Simply stating that the supplier or its proposed services comply is not sufficient. Where Canada determines that the substantiation is not complete, the supplier will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the submission. This information can be referenced in the "Reference" column of the Qualification Submission Form, where suppliers are requested to indicate where in the submission 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 supplier direct Canada to the appropriate location in the documentation.
- (ii) **Customer Reference Contact Information:** The supplier must provide, using the Form 5 in Annex F, three (3) customer references who each confirm that the supplier has been providing the customer reference with the following services for at least 12 consecutive months leading up to the closing date of the proposed SA and were still using the supplier services at the time the SA is submitted. For each customer reference, the supplier must provide the name, title, company and organization name, address, telephone number and e-mail address (unless this person does not have an e-mail address) for a contact person. If the named individual is unavailable when required during the evaluation period, the supplier

must provide the name and contact information of an alternate contact from the same organization within 48 hours of the request.

- (b) **Arrangement Submission Form:** The Arrangement Submission Form must accompany the submission. It provides a common form in which suppliers can provide information required, such as a contact name, the supplier's Procurement Business Number, the supplier's status under the Federal Contractors Program for Employment Equity (FCP). If Canada determines that the information required by the Arrangement Submission Form is incomplete or requires correction, Canada will provide the supplier with an opportunity to do so.

### 3.3 Section II: Certifications

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Arrangements will be assessed in accordance with the entire requirement of the RFSA.
- (b) An evaluation team composed of representatives of Canada will evaluate the submissions.
- (c) **Requests for Clarifications:**  
If Canada seeks clarification or verification from the supplier about its submission, the supplier will have two (2) working days (or a longer period if specified in writing by the Supply Arrangement Authority) to provide the necessary information to Canada. Failure to meet any deadline will render the submission non-responsive, on "hold", or will create delay in processing a supplier's SA.
- (d) **Right of Canada:**  
Canada reserves the right to reject any of the products and services proposed by a supplier and enter into negotiation related to any qualifications submitted by the supplier.

### **4.2 Technical Evaluation**

- (a) The arrangement will be reviewed to determine whether it meets the mandatory requirements of the RFSA. All elements of the RFSA that are mandatory requirements are identified specifically with the words "must" or "mandatory". Arrangements that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (b) The mandatory requirements are as follows:
  - (i) Form 1 - Arrangement Bid Submission Form as per Article 3.2 (b);
  - (ii) Form 2 - RFSA Qualification submission Form as per Article 3.2 (a)(i); and
  - (iii) Form 5 - Customer Reference Contact Information as per Article 3.2 (a)(ii).

### **4.3 Basis of Selection**

An arrangement must comply with the requirements of the RFSA and meet all mandatory technical evaluation criteria to be declared responsive.

## **PART 5 - CERTIFICATIONS**

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

### **5.1 Certifications Precedent to Issuance of a Supply Arrangement**

The certifications listed below must be completed and submitted with the arrangement. If any of these required certifications are not completed and submitted as requested, the Supply Arrangement Authority will so inform the supplier and provide the supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will render the arrangement non-responsive, on "hold", or will create delay in processing a supplier's SA.

### **5.2 Federal Contractors Program Certification**

- (a) The Federal Contractors Program for Employment Equity (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to Contract award. If the bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- (b) Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.
- (c) If the supplier does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP, the supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- (d) Each supplier is requested to indicate in its bid whether it is:
  - (i) Not subject to FCP, having a workforce of fewer than 100 permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
  - (ii) Not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
  - (iii) Subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but it has not previously obtained a certificate

- number from HRSDC (because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the bidder; or
- (iv) Subject to FCP, and has a valid certification number: \_\_\_\_\_ (i.e. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the following HRSDC website:  
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

### 5.3 Identification of Green Suppliers

Suppliers are requested to identify if they meet the following "Green Company" guidelines:

- (a) The supplier must have a corporate environmental policy that addresses e-waste, hazardous material waste and packaging waste;
- (i) The supplier must provide information on their corporate environmental policy.
- (b) The supplier must have a policy for waste reduction and recycling that includes:
- (i) A recycling program for e-waste and hazardous waste; and
- (ii) Compliance with IEEE 1680 criteria for packaging (EPEAT) requirements.
- (c) The supplier must provide all service documentation, reports, billing, and training documentation in electronic formats; and
- (d) Paper is certified as originating from a sustainable managed forest and/or has a minimum of 30% recycled content.

### 5.4 Supplier certifies that All Software is "Off-the-Shelf"

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

### 5.5 Certifications

- a) By submitting a offer, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a offer, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through Independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this offer.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their offer 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 the name of the owner with their offer or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

- (b)** The certifications in Annex E Form 6 Certifications Precedent to Contract Award, should be completed and submitted with the offer 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

## **PART 6 - Resulting Supply Arrangement Clauses**

### **6.1 Arrangement**

The Supply Arrangement (SA) is issued to allow Canada to set up a competitive procurement vehicle to acquire maintenance and support services for existing Time Division Multiplexor (TDM) Private Branch Exchange (PBX), Key Telephone Systems (KTS) and related equipment on an as and when requested basis from a pool of qualified Suppliers. The SA covers the Work described in Annex B - Statement of Work.

### **6.2 Client**

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 clients from time to time, which include SSC itself, those government institutions for whom the shared services that SSC provides are mandatory, and those other organizations for whom the shared services that SSC provides are optional and that choose to use those services from time to time. SSC may choose to use this SA for some or all of its clients and may use alternative means to provide other clients with the same or similar services.

### **6.3 Security Requirement**

There is no security requirement associated with the issuance of a SA; however, support services procured under this SA and any Resulting Contracts may be subject to various security requirements.

### **6.4 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual <https://buyandsell.gc.ca/policy-and-guidelines/> 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 the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

### **6.5 General Conditions**

2020 (2014-06-26) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the SA and any Resulting Contracts.

### **6.6 Supply Arrangement Reporting**

- (a) The Supplier must compile and maintain data records on its provision of services to Canada that are acquired through Contracts resulting from the SA.
- (b) The report summarizing all awarded contracts must be provided in accordance with Annex B - Statement of Work sections 15.5 Contract Expenditure Report. If information is not available, the reason for omission must be indicated. If no services are provided during a specific period, the Supplier must provide a "NIL" report.
- (c) Failure to provide fully completed reports in accordance with the above instructions may result in the withdrawal by Canada from the SA and/or the removal of the Supplier from the list of qualified Suppliers.



## 6.7 Disclosure and Publication of Supply Arrangement

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

## 6.8 Authorities

### (a) Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Jessica Blackburn  
Title: Supply Officer  
Shared Services Canada  
180 Kent Street  
PO Box 9808, Station T CSC  
Ottawa, Ontario, K1P 0B6  
Telephone: 613-286-3272  
E-mail address: Jessica.blackburn@spc-ssc.gc.ca

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

### (b) Technical Authority

#### **TO BE ENTERED UPON AWARD OF SUPPLY ARRANGEMENT.**

The Technical Authority is responsible for all matters concerning the technical content of the Work under the Supply Arrangement. 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 Procurement Authority.

### (c) Contractor's Representative

#### **TO BE ENTERED UPON AWARD OF SUPPLY ARRANGEMENT.**

## 6.9 Period of the Supply Arrangement

The period for awarding contracts under the SA is from \_\_\_\_\_ to \_\_\_\_\_.

## **TO BE ENTERED UPON AWARD OF SUPPLY ARRANGEMENT.**

### **6.10 Priority of Documents**

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

- (a) The articles of the Contracts resulting from this SA;
- (b) The general conditions 2020 , General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex B - Statement of Work;
- (d) Annex C - Security Requirements Checklist;
- (e) Annex D - Key Terms; and
- (f) The SA dated \_\_\_\_\_ "as clarified on \_\_\_\_\_" or "as amended \_\_\_\_\_".

### **6.11 Certifications**

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

### **6.12 Applicable Laws**

The SA and any Contract resulting from the SA must be interpreted and governed, and the relations between the Parties determined, by the laws in force in the province of \_\_\_\_\_ (Canada). (Insert the name of the Canadian province or Canadian territory as specified by the Supplier in the RFSA proposal, if applicable).

## **PART 7 - BID SOLICITATION METHODOLOGY**

### **7.1 General**

- (a) Canada will use a bid solicitation for all requirements. The bid solicitation will contain as a minimum the 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements
- (b) Each bid solicitation must contain the minimum following information:
  - (i) Bid closing date and time;
  - (ii) Address and contact information for submission of bids;
  - (iii) Security provisions (if applicable);
  - (iv) Requisition number or client reference number;
  - (v) Information related to GST and HST (as applicable);
  - (vi) Description of Work to be performed including: manufacturer's part number & part descriptions including quantities of each item; estimated MAC activity; and estimated Support Services (if applicable);
  - (vii) List of mandatory criteria: evaluation procedure and basis of selection;
  - (viii) Contract Period ; and
  - (ix) Procurement Authority contact name, phone number and e-mail address.

### **7.2 Authority Contracting Limits:**

- (a) **Sole Source :**  
The Technical Authority is authorized to direct and award Resulting Contracts against the SAs for requirements below \$25,000.00 CAD (HST/GST included).
- (b) **Bid Solicitations:**  
Subject to 7.3 below, Procurement Authorities are authorized to issue bid solicitations and award Resulting Contracts against the SAs based on the number of sources of supply, as determined in accordance with the guidelines detailed below. Procurement Authorities must issue bid solicitations to all sources of supply of the requirement.
- (c) **SSC Procurement Authority**  
The Procurement Authority named in the Contract is responsible on behalf of the Minister for the management of bid solicitations and any Resulting Contracts and any changes to the Resulting Contracts must be authorized in writing by the Procurement Authority.

### **7.3 Bid Solicitation Process**

- (a) For requirements within scope of the SA under \$25,000.00 CAD (GST/HST included), Canada may choose, at its sole discretion, to direct Contracts to a Supplier or, to issue a bid solicitation to Suppliers who have been issued a SA.
- (b) For requirements within scope of the SA valued at \$25,000.00 CAD (GST/HST included) and greater, Canada will issue a bid solicitation by sending a bid solicitation directly to Suppliers who have been issued a SA.

### **7.4 Bid Solicitations Procedures**

- (a) For specific requirements within the scope of the SA valued at \$25,000.00 CAD (GST/HST included) and greater, Canada, at its own discretion, will issue a bid solicitation to the email addresses of all Suppliers who have been issued an SA. Suppliers will have a minimum of 15

calendar days, or as specified by the Procurement Authority, whichever is longer, to respond to Canada.

- (b) The template to be used is found in is in Annex E - Bid Solicitation Template.

## 7.5 Response to Bid Solicitation

- (a) Only responses to bid solicitations that include the following will be considered by Canada:

- (i) Supplier's SA number;
- (ii) The name of the Supplier (Suppliers are requested to include their name on each page of the response) ;
- (iii) Unit Price(s) for all Work identified in the bid solicitation; and
- (iv) Prices in Canadian dollars.

- (b) **Conduct of Evaluation in Steps**

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 Contractor has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

- (i) **Step 1 - Technical Evaluation - Mandatory Technical Criteria:**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

The technical mandatory requirements requiring substantiation by the bidder are described in Form 2 - Substantiation of Technical Compliance Form.

Claims in a bid that a future upgrade or release of any 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.

- (ii) **Step 2 – Evaluation of Financial Bid:**

**Total Bid Price (TBP):** The financial evaluation will be conducted by calculating the TBP using the pricing tables completed by bidders. If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder. The financial evaluation process will be as follows:

- (A) The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded FOB destination, Canadian customs duties and excise taxes included; and
- (B) The TBP is the arithmetic sum of the prices for the services during the Initial Contract Period including Option Periods (if requested) and as verified by the Procurement Authority.

- (iii) **Step 3 - Basis of Selection:**

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 Bid Evaluated Value (BEV) will be recommended for award of any Resulting Contract.

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

## 7.6 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Procurement Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should, as accurately as possible, reference the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient levels of to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 7.7 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 Procurement 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 Procurement Authority and meet the requirement within that time period will render the bid non-responsive.

- (a) Form 1- Arrangement Bid Submission Form;
- (b) Form 3- Software Publisher Certification Form; and
- (c) Form 4- Software Publisher Authorization Form.

## 7.8 Federal Contractors Program – Certification

- (a) The Federal Contractors Program for Employment Equity (FCP) requires that some Suppliers, including a Supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to Contract award. If the bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

- (b) Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.
- (c) If the bidder does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP, the bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- (d) Each bidder is requested to indicate in its bid whether it is:
- (i) Not subject to FCP, having a workforce of fewer than 100 permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
  - (ii) Not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
  - (iii) Subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but it has not previously obtained a certificate number from HRSDC (because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the bidder; or
  - (iv) Subject to FCP, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP is available on the following HRSDC website:  
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

**Note to Bidders:** *Bidders are requested to use the Arrangement Bid Submission Form to provide information about their status under this program. For a joint venture bidder, this information must be provided for each member of the joint venture.*

## 7.9 Software Publisher Certification and Software Publisher Authorization

- (a) 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 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.
- (b) Any bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of 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.

- (c) 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 license), its software products.

## **PART 8 - RESULTING CONTRACT CLAUSES**

The conditions of any Contract awarded under the Supply Arrangement (SA) will be in accordance with the Resulting Contract clauses of the template used for the bid solicitation.

It is a condition of the SA that the following clauses apply and are incorporated in each and every Contract issued under the SA. For administrative purpose, Annex A - Resulting Contract Template in association with Annex B - Statement of Work, Annex C - Security Requirements Check List and Annex D - Key Terms will be used for all Contracts awarded under this SA.

## ANNEX A

### RESULTING CONTRACT TEMPLATE

#### 1. Requirement

- (a) \_\_\_\_\_ (the "Contractor") agrees to supply to Shared Services Canada (SSC) (or any successor organization within the Government of Canada fulfilling a similar role as SSC), on behalf of its clients, the services as and when requested as described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in the Contract. This includes for SSC's Time Division Multiplexor (TDM) Private Branch Exchange (PBX), Key Telephone Systems (KTS) and related equipment:
- (i) Preventative maintenance;
  - (ii) Diagnostic and repair services;
  - (iii) Maintenance service reporting;
  - (iv) Move, Add, and Change (MAC) services;
  - (v) Support Services;
  - (vi) Purchased Licensed Software; and
  - (vii) Purchased Hardware.
- (b) This Contract may be used by SSC to provide these services to its clients within Canada excluding any Canadian areas covered by the Comprehensive Land Claims Agreements (CLCA's).
- (c) **Client:** 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 clients from time to time, which include SSC itself, those government institutions for whom the shared services that SSC provides are mandatory, and those other organizations for whom the shared services that SSC provides are optional and that choose to use those services from time to time. SSC may choose to use this Resulting Contract for some or all of its clients and may use alternative means to provide other clients with the same or similar services.

#### 2. Reorganization of Client

The Contractor's obligation to provide the deliverables will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of the Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.

#### 3. Defined Terms:

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

- (a) 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); and
- (b) Any words and expressions defined in of Annex D - Key terms.



#### 4. Service Order

- (a) **Purpose of SO:** Services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using a Service Order (SO) as described below and in accordance with Annex B, Statement of Work, Section 14 - Service Ordering.
- (b) **Contractor's work quotation:** If a requirement for a specific service is identified, the Technical Authority may send a Request for Quote (RFQ) to the Contractor requesting a firm response to the RFQ's statement of work and, where necessary, provide additional information to address elements such as but not limited to: quotations, scheduling and/or confirmation of availability. The Contractor must adhere to the applicable Request for Quote (RFQ) and SO governance processes and requirements detailed in Annex B – Statement of Work - Section 14 – Service Ordering. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the SO. The Contractor must provide any information requested by Canada in relation to the preparation of a SO.
- (c) **Process for Issuing a valid SO:** To be validly issued, an SO must include the following signatures:
- (i) For any SO with a value less than or equal to \$25,000.00 (including GST/HST), the SO must be signed by Technical Authority; and
  - (ii) For any SO with a value greater than \$25,000.00, or any SO which results in the purchase of Hardware or Licensed Software (regardless of value) the SO must be signed by:
    - (A) The Technical Authority; and
    - (B) The Procurement Authority.
- Any SO that does not bear the appropriate signatures is not validly issued by Canada. Any Work performed by the Contractor without receiving a validly issued SO is done at the Contractor's own risk. If the Contractor receives an SO that is not appropriately signed, the Contractor must notify the Procurement Authority. By providing written notice to the Contractor, the Procurement Authority may suspend SSC's ability to issue SOs at any time, or reduce the dollar value threshold described above.
- (d) **Charges for Work under an SO:** The Contractor must not charge Canada anything more than the price set out in the SO unless the Technical Authority has issued an SO revision authorizing the increased expenditure (in order to be valid, the SO revision must bear the signatures required at the time of issuance; if, as a result of the revision, the expenditure results in the value of the SO exceeding the original signature requirements, the signature requirements that apply to the higher dollar value will apply to the revision). Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Procurement Authority before being incorporated into the Work. Regardless of when the SO is issued, unless an earlier end date is specified in the SO, all SO's end at the end of the Contract Period.
- (e) **Cancellation of an SO:** Canada may at any time, upon notice to the Contractor by way of an SO revision, cancel or suspend, in whole or in part, the service described in any SO. Upon the effective cancellation or suspension date, the Contractor must cease providing the service and no further charges in respect of the service must apply; unless and until the service for that is re-activated by way of a further SO.

## 5. Option to Acquire Maintenance Services

- (a) If requested by Canada, the Contractor shall grant to Canada the irrevocable option to acquire maintenance services under the same terms and conditions as the initial requirement and at the ceiling prices listed in the issued Contract or those listed in the SA at the time of the irrevocable option is being exercised, whichever is the lowest. The option may only be exercised by the Procurement Authority by notice in writing and will be evidenced, for administrative purposes only, through a Contract amendment.
- (b) The Procurement Authority may exercise the option at any time before the expiry of the Contract.
- (c) All irrevocable options contained in Contracts are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase such maintenance services in these amounts.

## 6. 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: <https://buyandsell.gc.ca/policy-and-guidelines/> issued by PWGSC.

- (a) **General Conditions:**
  - (i) 2035 (2014-06-26), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
  - (ii) At Section 2 of the General Conditions – Higher Complexity – Services :  
**DELETE:** “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16”.
  - (iii) At Section 22(5) of the General Conditions – Higher Complexity – Services 2035:  
**DELETE:** Public Works and Government Services (PWGSC)  
**INSERT:** Shared Services Canada (SSC).

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

The following Supplemental General Conditions form part and are integral to any Resulting Contracts:

- (i) 4001 (2013-01-28), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
  - (ii) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software; and
  - (iii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software.
- (c) All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as references to the Minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

## 7. Security Requirement

- (a) If requested by Canada in the Contract, the Contractor must refer to the Security Requirement Check List that will be attached as an annex to the Contract. Security Requirement may vary and will be reflected if applicable in the bid solicitation and Resulting Contract.

- (b) The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED A, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- (c) The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the Canadian Industrial Security Directorate(CISD), Public Works and Government Services Canada, the Contractor personnel MAY NOT HAVE ACCESS to PROTECTED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.
- (d) The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED A.
- (e) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (f) The Contractor must comply with the provisions of:
  - (i) The Security Requirements Check List and security guide (if applicable), attached at Annex C; and
  - (ii) The Industrial Security Manual (Latest Edition).

## 8. Contract Period

- (a) **Contract Period:** The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - (i) The "Initial Contract Period", which begins on the date the Contract is awarded and ends \_\_\_\_ months (**The number of months will indicated by SSC based on the period stated in the bid solicitation**) after the date of acceptance of maintenance services listed in Annex B - Statement of Work; and
  - (ii) The period, during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
  - (i) If requested by Canada, the Contractor grants to Canada the irrevocable option to extend the term of the Contract for up to two (2) additional one (1) year periods specified by Canada under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment; and
  - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least one calendar day before the expiry date of the Contract. The option may only be exercised by the Procurement Authority, and will be evidenced, for administrative purposes only, through a Contract amendment.

## 9. Authorities

- (a) **Procurement Authority**

The Procurement Authority is the authority named in the Contract who is responsible on behalf of the Minister for the management of the Contract. Any changes to the Contract must be authorized

in writing by the Procurement 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 Procurement Authority.

**NAME: WILL BE IDENTIFIED IN ANY RESULTING CONTRACTS.**

(b) **Technical Authority**

The Technical Authority is responsible for all matters concerning the technical content of the Work under the Supply Arrangement and Resulting Contracts. 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

**NAME: WILL BE IDENTIFIED IN ANY RESULTING CONTRACTS.**

(c) **Contractor's Representative**

**NAME: TO BE INSERTED UPON CONTRACT AWARD.**

**10. Payment**

(a) **Basis of Payment** (One or more of the Basis of Payment options below will be specified in the bid solicitation)

- (i) **Maintenance Services:** For Hardware and Licensed Software maintenance services in accordance with the Contract, Canada will pay the Contractor, in arrears, the firm monthly unit price, FOB destination, including all customs duties, GST/HST extra;
- (ii) **Moves, Additions and Changes (MAC's):** In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Service Order (SO), Canada will pay the Contractor the firm unit price as specified in the approved SO, GST/HST extra;
- (iii) **Support Services:** In consideration of the Contractor satisfactorily completing all of its obligations under the authorized SO, Canada will pay the Contractor the firm hourly price set out in the SO, GST/HST extra; and
- (iv) **Purchased Licensed Software:** In consideration of the Contractor satisfactorily completing all of its obligations under the authorized SO Canada will pay the Contractor, the firm unit price, FOB destination, including all customs duties, GST/HST extra.
- (v) **Purchased Hardware:** In consideration of the Contractor satisfactorily completing all of its obligations under the authorized SO Canada will pay the Contractor, the firm unit price, FOB destination, including all customs duties, GST/HST extra.

(b) **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.

(c) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to

purchase services in these amounts. Any commitments to purchase specific amounts or values of services are described elsewhere in the Contract.

(d) **Limitation of Expenditure**

- (i) Canada's total liability to the Contractor under the Contract for all authorized 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 Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Procedures to procure specific amounts or values of services are described elsewhere in the Contract.
- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Procurement Authority before their incorporation into the Work. The Contractor must not perform any Work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Procurement Authority. The Contractor must notify the Procurement Authority in writing as to the adequacy of this sum when:
  - (A) It is 75 percent committed, or
  - (B) 4 months before the Contract expiry date, or
  - (C) As soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work; whichever comes first.
- (iii) If the notification is for inadequate Contract funds, the Contractor must provide to the Procurement Authority a written estimate for the additional funds required; providing this information does not increase Canada's liability.

(e) **The method of Payment H1008C (2008-05-12) - Monthly payments shall apply to:** Maintenance Services.

(f) **The method of payment H1001C (2008-05-12) - Multiple Payments shall apply to:** Moves, Adds and Changes (MACs), and Support Services.

(g) **Method of Payment H1000C (2008-05-12) - Single Payment shall apply to:** Purchased Hardware and Purchased License Software

(h) **Payment Credits**

(i) **Service Level Credits for Failure to Meet Maximum Restoration Time (SL-MRT):**

The following definitions apply to SL-MRT service level credit calculations for any and all MSP maintenance plans:

Incident Category Type	Definition
1	Maximum Restoration Time for Category 1 is defined as the aggregate duration of all closed Category 1 incidents' restoration time durations divided by the number of closed Category 1 incidents during the reporting period.
2	Maximum Restoration Time for Category 2 is defined as the aggregate duration of all closed Category 2 incidents' restoration time durations divided by the number of closed Category 2 incidents during the reporting period.

3	Maximum Restoration Time for Category 3 is defined as the aggregate duration of all closed Category 3 incidents' restoration time durations divided by the number of closed Category 3 incidents during the reporting period.
---	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

If the Contractor fails to meet the SL-MRT for any Maintenance Plans, then the Contractor must provide a credit to Canada.

An example of how to calculate total restoration times (RT) for each MSP type is provided for an incident ticket which opens at 3pm on a Friday and closes at 9am on the following Monday, is provided in the table below:

MSP Type	Friday	Saturday	Sunday	Monday	RT Totals
MSP-1	3pm to midnight = 9hrs	Midnight to midnight = 24 hrs	Midnight to midnight = 24 hrs	Midnight to 9 am = 9hrs	9+24+24+9 = 66 hours
MSP-2	3pm to 5pm = 2 hrs	7am to 5pm = 10 hrs	7am to 5pm = 10 hrs	7am to 9am = 2 hrs	2+10+10+2 = 24 hours
MSP-3	3pm to 5pm = 2 hrs	N/A	N/A	7am to 9am = 2 hrs	2+0+0+2 = 4 hours

MSP-1 and MSP-2 and MSP-3				
Incident Category Type	MRT Objective	Unit of Delay	% Credit per Unit of Delay*	Maximum % Credit **
1	4 hours	1 hour	5%	20%
2	10 hours	2 hours	2%	20%
3	20 hours	2 hours	1%	10%

\* Credit per Unit of Delay applies to all MSP monthly charges within the Resulting Contract.

\*\* Maximum Credit applies to all MSP monthly charges within the Resulting Contract.

**Service Level Credit Calculation Method:**

Credits, by Incident Category Type, will be calculated as follows, for each reporting period:

- (A) Total duration of restoration time for all closed incident tickets, divided by quantity of closed incidents = Average restoration time (RT) for the reporting period;
- (B) Average RT value minus MRT Objective = Calculation of delay;
- (C) Calculation of delay divided by units of delay value = Quantity of units of delay (calculated at 2 decimal points); and
- (D) Credit calculation = Monthly MSP charges X % credit per unit of delay X units of delay = Total MRT credit.

(ii) **Credits for Failure to Meet the Service Levels for Service Orders (SL-MAC):**

- (A) If the Contractor does not complete the work detailed in a MAC Service Order (SO) within the MAC maximum completion time window, then the

Contractor must provide a credit to Canada of 5.0% of the total MAC SO value for every working day of delay to a maximum of 25% of the entire MAC SO price; and

- (B) If the Contractor fails to meet the MAC maximum completion time window five (5) or more times during any calendar year, this will be considered a chronic failure and a service credit of 5.0% of the sum of the firm unit price of all MAC SO's during the calendar year will be applicable.
- (iii) **Credits for Failure to Provide - Support Services:** If the Contractor does not provide a required support services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on the applicable hourly price and a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of ten (10) days.
- (iv) **Corrective Measures:** If credits are payable under this article for two (2) consecutive months or for three (3) months in any twelve (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 incident. The Contractor will have five (5) working days to deliver the action plan to the Technical Authority and the Procurement Authority and twenty (20) working days to rectify the root cause.
- (v) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (vi) **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.
- (vii) **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.
- (viii) **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.
- (ix) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Procurement 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 Procurement Authority.

(i) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- (i) 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.
- (ii) 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.

**11. Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions and specified in Annex B – Statement of Work.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices the Contractor is certifying that the services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for Work performed by subcontractors.
- (d) The Contractor must provide an original and copies of each invoice to Shared Services Canada, as detailed in Annex B – Statement of Work Section 15 - Billing and Invoicing and all applicable sub-sections.

**12. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in the province specified in Part 6.12 of the Supplier's SA. All other terms and conditions specified in the supply arrangement and the Statement of Work apply unless specified otherwise.

**13. Priority of Documents**

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

- (a) These Articles of Agreement;
- (b) Supplemental general conditions, in the following order:
  - (i) 4001;
  - (ii) 4003;
  - (iii) 4004;
  - (iv) 2035;
  - (v) \_\_\_\_\_ Statement of Work;
  - (vi) \_\_\_\_\_ Pricing Tables;
  - (vii) \_\_\_\_\_ Security Requirements Check List;



- (viii) The signed Service Orders ; and
- (ix) The Contractor's bid dated \_\_\_\_\_ 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.

#### 14. Insurance Requirements

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

#### 15. Limitation of Liability - Information Management/Information Technology

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

##### (b) First Party Liability:

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) Any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties"; and
  - (B) Physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:

- (A) Any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the services affected by the breach of warranty; and
- (B) Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (v)(b) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each Service Order or other document used to order services under this instrument), or \$2,000,000.

In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000, whichever is more.

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

(c) **Third Party Claims:**

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

**16. Joint Venture Contractor**

- (a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: **[list all the joint venture members named in the Contractor's original bid]**.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- (i) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - (ii) By giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - (iii) All payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e. a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**Note to Suppliers:** *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.*

**17. Hardware Maintenance and Support**

With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	No.
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	<b>To be specified at time of Resulting Contract award.</b>
Contractor must deliver Hardware Documentation	Yes.
Contractor must update Hardware Documentation throughout Contract Period	Yes.
Hardware Documentation must include maintenance documentation	Yes.
Language of Hardware Documentation	The Hardware Documentation is only required to be delivered in English, unless requested in French by the Technical Authority.
Format and Medium on which Hardware Documentation must be Delivered	In a format and media acceptable to SSC.
Special Delivery Requirements	No.
Contractor must Install Hardware at time of Delivery	Yes.

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.
Availability Level Test Period for pre-Acceptance Availability-level Testing	No.
Minimum Availability Level Reporting Requirements	Yes.
Class of Maintenance Service	On-Site Maintenance.
Principal Period of Maintenance (PPM)	<b>To be specified at time of Resulting Contract award.</b>
Toll-free Telephone Number for Maintenance Service	To be completed with information from the Supplier at the time of the Resulting Contract award.
Website for Maintenance Service (If available)	To be completed with information from the Contractor at the time of the Resulting Contract award.

### 18. Termination for Convenience of Maintenance Services

Regardless of the Contract Period and despite the Termination for Convenience provisions contained in the General Conditions, Canada may terminate for convenience, at no cost to Canada, any maintenance services being provided under the Contract. Canada will provide the Contractor 30 calendar days of advance written notice if it terminates the maintenance services for convenience and will be liable to the Contractor to pay only any unpaid maintenance and support charges that have accrued up to and including the date of termination.

### 19. Licensed Software

With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products:  _____ <b>[This information will be completed at contract award using information in the Contractor's bid submission].</b>
Type of License being Granted	<b>[This information will be completed at contract award using information in the Contractor's bid submission].</b>
Number of Users Licensed	<b>[This information will be completed at contract award using information in the Contractor's bid submission].</b>
Language of Licensed Software	The Licensed Software must be delivered in both French and English.
Delivery Location	Delivery Location will be specified at the time of issuance of a Service Order.
Installation Site	Installation site will be specified at the time of issuance of a Service Order.
Media on which Licensed Software must be Delivered	CD-ROM.
Software Warranty Period	12 months.

Source Code Escrow Required	No.
-----------------------------	-----

**20. Licensed Software Maintenance Services**

- (a) The Software Maintenance and/or support, as requested in the Contract, will be delivered as detailed in Annex B - Statement of Work.
- (b) **Error Correction:** If provided in the Contract, Canada may report to the Contractor any failure of the Licensed Software to operate in accordance with the specifications during the Software Support Period. Upon receipt of a report of a failure from Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable commercial efforts to provide Canada with a correction of the software error which caused the failure. Any such software correction must cause the Licensed Software to meet the Software Publisher's documentation or, if applicable, the specifications during the Software Support Period. All Software Error corrections will become part of the Licensed Software and will be subject to the conditions of Canada's license with respect to the Licensed Software.
- (c) **No Mandatory Updates:** The failure by Canada to install a patch, update or upgrade of a Licensed Software does not relieve the Contractor of its obligations under the SA and any Resulting Contracts unless the Contractor has indicated in writing that failure to install such patch, update or upgrade would place the Contractor in breach or prevent them from otherwise meeting their obligations under the SA and any Resulting Contracts.

**21. Safeguarding Electronic Media**

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

**22. Licensed Software Maintenance and Support:**

Software Support Period	Software Support Period is the Resulting Contract Period.
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licences supported under any Resulting Contract.
Contractor must provide On-site Support Services	Yes.
Contractor must install Software Error corrections and Maintenance Releases	Yes.

<p>Contact Information for Accessing the Contractor's Support Services</p>	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:          Toll-free Telephone Access: _____          Toll-free Fax Access: _____          Email Access: _____  <b>[Note to Bidders: This information will be completed at the time of Contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids].</b></p>
<p>Language of Support Services</p>	<p>The Support Services must be provided in English, unless requested in French by the Technical Authority.</p>

**23. 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.

**24. Confidentiality**

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

(iii) Is developed by a Party without use of the information of the other Party.

- (e) Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted government uses defined under SSC Contract No.(Fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- (f) If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
- (g) If the Contract, the Work, or any information referred to in subsection (a) is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

**25. Defence Contract - for Defence Production Act Contracts (applies if required by the bid solicitation)**

SACC Manual clause A9006C (2008-05-12) Defence Contract.

Solicitation No. - N° de l'invitation  
2B0KB-123122  
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur  
019eo  
CCC No./N° CCC - FMS No/ N° VME

**ANNEX B**  
**STATEMENT OF WORK**

*See PDF copy attached to this Solicitation.*



Solicitation No. - N° de l'invitation  
2B0KB-123122  
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur  
019eo  
CCC No./N° CCC - FMS No/ N° VME

## **ANNEX C**

### **SECURITY REQUIREMENTS CHECK LIST**

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

## ANNEX D

### KEY TERMS

#	Term	Definition
1	ACD	Automatic Call Distribution
2	ACD MIS	Automatic Call Distribution Management Information System
3	ANSI	American National Standards Institute
4	CDR	Call Detail Recording
5	CER	Contract Expenditure Report
6	Contractor / Supplier	Please refer to Standard Acquisitions Clauses and Conditions (SACC) for specific definitions and application of the terms
7	CSDD	Committed Service Delivery Date
8	EIA	Electronic Industries Alliance
9	EoL	End of Life
10	ESR	Emergency Service Request
11	Hard MAC	MAC order requiring the installation or movement of hardware on-site.
12	in a format acceptable to SSC	This statement means that the Supplier has the flexibility to establish its preferred communications format (reports, file type, etc.) to meet the contractual, technical, financial and/or operational requirements. The Technical Authority will assess the format and, when acceptable, will provide formal acceptance. Further changes to the accepted format must follow change management procedures throughout the life of the Resulting Contract.
13	Invoice Due Date	The date the invoice is due to be paid.
14	IVR	Integrated Voice Response
15	KTS	Key Telephone System(s)
16	MAC	Move, Add, and Change
17	Media	A device on which software is stored. Media is only the storage device and does not include the stored software.
18	OEM	Original Equipment Manufacturer
19	Off-the Shelf	A term defining a non-developmental item (NDI) of supply that is both commercial and sold in substantial quantities in the commercial marketplace.
20	Outside Working Hours	Any hours other than the hours of 7:00 am to 5:00 p.m. Monday to Friday local site time.

#	Term	Definition
21	OPX	Off Premise Extension
22	PBX	Private Branch Exchange(s)
23	PSTN	Public Switched Telephone Network
24	PSTN Interface	An interface circuit which connects a telephone system to the PSTN for the purpose of making calls to other PSTN locations.
25	RSDD	Requested Service Delivery Date
26	Site	Geographic location of SSC TDM PBX or KTS telephone systems and related equipment.
27	Site Identification Number	Number assigned by the Supplier to identify SSC TDM PBX, KTS telephone system and related equipment.
28	SOA	Service Order Acknowledgment
29	SOC	Service Order Confirmation
30	SOCN	Service Order Completion Notice
31	SOD	Supplier's Order Desk
32	Soft MAC	MAC order completed by using software only.
33	SQ/SO	Service Quote and Service Order Request
34	SORN	Service Order Rejection Notice
35	SOW	Statement of Work
36	SSC	Shared Services Canada
37	SSD	Supplier's Service Desk
38	TDM	Time Division Multiplexor
39	UPS	Uninterruptible Power Supply
40	Working Hours	The hours of 7:00 a.m. to 5:00 p.m. local time, Monday to Friday local site time.

## ANNEX E

### BID SOLICITATION TEMPLATE

This bid solicitation template contains samples of terms that will form the basis for any future bid solicitations under the National Maintenance Services for Time Division Multiplexor (TDM) Private Branch Exchange (PBX), Key Telephone Systems (KTS) and related equipment Supply Arrangement (SA) method of supply.

To the extent possible, these articles are written as they will appear in any future bid solicitation(s); however, the individual bid solicitations and the Resulting Contracts may be may reflect modifications to this template to suit individual Client requirements. For example, the nature of the requirement, the term of the Resulting Contracts, the evaluation methodology and the Basis of Payment clauses may all be tailored to individual Client requirements.

---

#### Bid Solicitation

Under National Maintenance Services for Time Division Multiplexor (TDM) Private Branch Exchange (PBX), Key Telephone Systems (KTS) and Related Equipment Supply Arrangement.

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

#### 1. Supply Arrangement Requirement

This bid solicitation is issued against the Supply Arrangement (the "SA") SSC file number # 2B0KB-123122/A. All terms and conditions of the SA apply to and form part of this bid solicitation and any Resulting Contract.

#### 2. Requirement

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

(Detail as applicable)

- (a) Preventative maintenance;
- (b) Diagnostic and repair services;
- (c) Maintenance service reporting;
- (d) Move, Adds, and Changes (MACs) services; and
- (e) Support Services.

#### 3. Summary

[Initial scope of the requirement (i.e. number devices, locations, as applicable).]

#### 4. Bid Solicitation

Canada requests that the Suppliers review and respond, in accordance with Part 7 of the SA, with its best and final offer regarding the particular requirement described herein.

## 5. Bid Solicitations - Submission of Bid Response - Instructions

Should a bid solicitation process be utilized, the following bid submission requirements apply:

- (a) Suppliers must provide copies of their bid and in separately bound sections as follows:
- (i) Section I: Technical Bid (3 hard copies and 3 soft copies on CD or DVD); and
  - (ii) Section II: Financial Bid (1 hard copy and 1 soft copy on CD or DVD)

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

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

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

- (b) Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - (ii) Use a numbering system that corresponds to the bid solicitation;
  - (iii) Include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
  - (iv) Include a table of contents.
- (c) Bids in response to bid solicitations must include:

(i) **Technical Bid:**

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.

(ii) **Financial Bid:**

(A) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Tables. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. 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.

(B) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all required 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.

- (C) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the 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.

## 6. Notification of Bid Results

All bidders who respond to a bid solicitation will be notified in writing regarding the outcome of the bid within five (5) working days of Contract award. This notice will include the following information:

- (a) The bid solicitation or bid solicitation number;
- (b) The full legal name of the successful bidder;
- (c) The bid's total bid price of the successful bidder;
- (d) The value of the awarded Contract including GST/HST Included;
- (e) The number of bid responses received;
- (f) The bid's total bid price of the bidder to whom the notification is being sent to; and
- (g) If applicable, inform the bidder(s) that the Contract cannot be processed.

## 7. Enquiries

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

## 8. Evaluation and Contractor Selection Methodology

Canada will select the successful bidder by using the methods described in Part 7.5 of the RFSA Bid Solicitation Methodology.

## 9. Inspection and Acceptance

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

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

## 10. Procurement Authority

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
2B0KB-123122  
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur  
019eo  
CCC No./N° CCC - FMS No/ N° VME

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

#### **11. Security Provisions (If applicable)**

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

#### **12. Additional Terms and Conditions**

[Further terms and conditions may be added as Canada deems necessary].

#### **13. Statement of Work**

The Statement of Requirement, as described in Part 7 Bid Solicitation Methodology of the SA, shall be detailed here.

#### **14. Pricing Tables**

The bid solicitation Pricing Table Template is provided in Annex G.

## ANNEX F FORMS

### FORM 1: ARRANGEMENT BID SUBMISSION FORM

ARRANGEMENT BID SUBMISSION FORM							
<b>Supplier's full legal name</b> <input type="checkbox"/>							
<b>Authorized Representative of supplier for evaluation purposes (e.g., clarifications)</b>  <input type="checkbox"/>	Name <input type="checkbox"/>						
	Title <input type="checkbox"/>						
	Address <input type="checkbox"/>						
	Telephone # <input type="checkbox"/>						
	Fax # <input type="checkbox"/>						
	Email <input type="checkbox"/>						
<b>Supplier's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003] <input type="checkbox"/>							
<b>Jurisdiction of Contract:</b> Province in Canada the supplier wishes to be the legal jurisdiction applicable to any Resulting Contract (if other than as specified in solicitation) <input type="checkbox"/>							
<b>Former Public Servants (FPS)</b>  See the Article in Part 5 of the RFSA entitled Former Public Servant Certification for a definition of "Former Public Servant". <input type="checkbox"/>	<p>Is the Supplier a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification".</p> <p>Is the Supplier a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p>						
<b>Federal Contractors Program for Employment Equity (FCP) Certification:</b>  If the supplier is exempt, please indicate the basis for the exemption to the right. If the supplier does not fall within the exceptions enumerated to the right, the Program requirements do apply and the supplier is required either to:  (a) submit to the Department of HRSDC form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or	<p>On behalf of the Supplier, by signing below, I also confirm that the Supplier <i>check the box that applies</i>:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">(a) Is not subject to Federal Contractors Program for Employment Equity (FCP), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</td> <td style="width: 20%;"></td> </tr> <tr> <td>(b) Is not subject to FCP because it is a regulated employer under the <i>Employment Equity Act</i>;</td> <td></td> </tr> <tr> <td>(c) Is subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSDC) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; or</td> <td></td> </tr> </table>	(a) Is not subject to Federal Contractors Program for Employment Equity (FCP), because it has a workforce of less than 100 permanent full or part-time employees in Canada;		(b) Is not subject to FCP because it is a regulated employer under the <i>Employment Equity Act</i> ;		(c) Is subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSDC) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; or	
(a) Is not subject to Federal Contractors Program for Employment Equity (FCP), because it has a workforce of less than 100 permanent full or part-time employees in Canada;							
(b) Is not subject to FCP because it is a regulated employer under the <i>Employment Equity Act</i> ;							
(c) Is subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSDC) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; or							



<p>(b) submit a valid Certificate number confirming its adherence to the FCP.</p> <p>Suppliers are requested to include their FCP Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Procurement Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture. <input type="checkbox"/></p>	<p>(d) Is subject to FCP, and has a valid certification number as follows: _____        (and has not been declared an Ineligible Contractor by HRSDC.</p>	
<p><b>Number of FTEs</b> [Suppliers are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the supplier if it were awarded the Contract. This information is for information purposes only and will not be evaluated.] <input type="checkbox"/></p>		
<p><b>Security Clearance Level of Supplier</b>  <i>[include both the level and the date it was granted]</i> <input type="checkbox"/></p>		
<p><b>Green Procurement</b>        [Suppliers must commit to providing delivery of all goods in an environmentally friendly manner. as defined in section 5.3 of the bid arrangement instructions</p>		
<p><b>Green Company</b>        [Suppliers are requested to identify if their facilities operate with an Environmental Management System (EMS) certified by a qualified registrar as complying with the ISO 14001 standard]</p>		
<p>On behalf of the supplier, by signing below, I confirm that I have read the entire RFSA including the documents incorporated by reference into the RFSA and I certify that:</p> <ol style="list-style-type: none"> <li>1. The supplier considers itself and its services able to meet all the mandatory requirements described in the RFSA;</li> <li>2. This arrangement is valid for the period requested in this RFSA;</li> <li>3. All the information provided in the arrangement is complete, true and accurate; and</li> <li>4. If the supplier is awarded an arrangement, it will accept all the terms and conditions set out in the resulting contract clauses included in the RFSA. <input type="checkbox"/></li> </ol>		
<p><b>Signature of Authorized Representative of Supplier:</b> <input type="checkbox"/></p>		

<b>Form 2</b>		
<b>RFSA Qualification Submission Form</b>		
<b>Requirement</b>	<b>Supplier Substantiation</b>	<b>Reference to additional Substantiating Materials included in Submission</b>
<p><b>R1</b> - The Supplier must have verifiable experience in the implementation and ongoing maintenance of TDM PBX, KTS and related equipment. Specifically, the Supplier must possess three (3) years' experience in the implementation and maintenance of TDM PBX, KTS and related equipment.</p> <p>a) The Supplier must provide documentation demonstrating this experience, including; number of years in business, business activities, major customers and OEM's supported.</p> <p>b) The Supplier must provide a list of projects that would demonstrate a minimum three years experience. <input type="checkbox"/></p>		
<p><b>R2</b> - The Supplier must be currently providing TDM PBX, KTS and related equipment maintenance services to a minimum of three (3) customers within Canada. Each of the referenced customers must have been receiving the services from the Supplier for a minimum of twelve (12) consecutive months prior to the date of the supply arrangement</p> <p>The Supplier must provide documentation demonstrating this experience and the services were provided in Form 5. <input type="checkbox"/></p>		
<p><b>R3</b> - The Supplier's technicians must be manufacturer-trained to support TDM PBX, KTS and related equipment. Additionally each technician must meet or exceed the following requirements.</p> <p>Each technician must possess:</p> <p>a) At least three (3) years experience in the telecommunications industry; and</p> <p>b) At least two (2) years experience installing and maintaining TDM PBX, KTS and related equipment</p> <p>The Supplier must provide documentation demonstrating the experience of its technician(s), including the OEM(s) supported.</p>		

<p><b>R4</b> - The Supplier must assign an Account Manager who will act as the initial and the ongoing Client interface to the Technical and Procurement Authorities for the Contract Period. The Account Manager must have sufficient authority to act on behalf of the Supplier.          The Supplier's Account Manager must have a minimum of three (3) years experience supporting national or regional accounts with a maintenance and support services provider within the last five years.          The Supplier must provide documentation demonstrating the experience of the Supplier's Account Manager</p>		
<p><b>R5</b> - The Supplier at the time of submission must hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED A. The Supplier must provide documentation demonstrating conformance to this requirement.</p>		
<p><b>R6</b> - Where Canada's TDM PBX, KTS and related equipment supports remote monitoring, the Supplier must provide remote system access to the TDM PBX, KTS and related equipment twenty-four (24) hours per day, seven (7) days per week, and three hundred and sixty-five (365) days per year.</p>		
<p><b>R7</b> - The Supplier must provide all equipment, processes and procedures necessary to support the remote system access service.</p>		

**FORM 3**

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

The Supplier certifies that it is the Software Publisher of all the following software products and components (and any non-proprietary sub-components incorporated into the software) and that it has all the rights necessary to license them in accordance with the terms and conditions of the SA on a royalty-free basis to Canada:

---

---

---

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

Name of Software Publisher (SP): \_\_\_\_\_

Signature of authorized signatory of SP: \_\_\_\_\_

Print Name of authorized signatory of SP: \_\_\_\_\_

Print Title of authorized signatory of SP: \_\_\_\_\_

Address for authorized signatory of SP: \_\_\_\_\_

Telephone no. for authorized signatory of SP: \_\_\_\_\_

E-mail for authorized signatory of SP: \_\_\_\_\_

Date signed: \_\_\_\_\_

RFSA Number: \_\_\_\_\_



## FORM 4

### Software Publisher Authorization Form

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

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

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

The Software Publisher acknowledges that the reseller has proposed to Canada, in response to the RFSA, the following Licensed Software and other proprietary products of the Software Publisher(s).  
[Identify all of the Software Publisher(s) proprietary products that are proposed by the reseller]

\_\_\_\_\_  
\_\_\_\_\_

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

Name of Supplier: \_\_\_\_\_

Name of Software Publisher (SP): \_\_\_\_\_

Signature of authorized signatory of SP: \_\_\_\_\_

Print Name of authorized signatory of SP: \_\_\_\_\_

Print Title of authorized signatory of SP: \_\_\_\_\_

Address for authorized signatory of SP: \_\_\_\_\_

Telephone no. for authorized signatory of SP: \_\_\_\_\_

E-mail for authorized signatory of SP; \_\_\_\_\_

Date signed: \_\_\_\_\_

RFSA Number: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
2B0KB-123122  
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur  
019eo  
CCC No./N° CCC - FMS No/ N° VME

*(Suppliers should add or remove lines as needed, or attach the product list as an appendix)*

Name of Supplier: \_\_\_\_\_

Signature of authorized signatory of supplier: \_\_\_\_\_

Print Name of authorized signatory of supplier: \_\_\_\_\_

Print Title of authorized signatory of supplier: \_\_\_\_\_

Address for authorized signatory of supplier: \_\_\_\_\_

E-mail for authorized signatory of supplier: \_\_\_\_\_

Date signed: \_\_\_\_\_

RFSA Number: \_\_\_\_\_

**FORM 5**

<b>FORM 5</b>		
<b>Customer Reference Contact Information</b>		
<p>In accordance with 3.2 (a) (ii) of the RFSA, the Supplier must provide, using the Form 5, (3) customer references who each confirm that the Supplier has been providing the customer reference with Maintenance Services, Preventative Maintenance, Diagnostic and Repair Services, Maintenance service reporting, Moves, Adds and Changes (MACs) and Support Services for at least 12 consecutive months leading up to the RFSA submission date and were still using the Supplier services at the RFSA submission date. These references may be contacted during the RFSA evaluation phase.</p>		
<b>Contact Name/Title</b>	<b>Organization name/address</b>	<b>Telephone Number/Email address</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		


Solicitation No. - N° de l'invitation  
2B0KB-123122  
Client Ref. No. - N° de réf. du client

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

Buyer ID - Id de l'acheteur  
019eo  
CCC No./N° CCC - FMS No/ N° VME

**Form 6**

Maintenance Services for TDM-PBX, KTS and Related Equipment	
Services de maintenance PBX - MRT, KTS et l'équipement connexe	
<b>Client Reference No.</b> 2B0KB-123122/A	
<b>Conseil d'administration</b>	
Dénomination sociale du fournisseur	
adresse du fournisseur	
fournisseur PBN	
Conseil d'administration (Utilisez le format - Prénom Nom)	1.
	2.
	3.
	4.
	5.
	6.
	7.
	8.
	9.
	10 Si nécessaire, ajoutez des lignes supplémentaires
autres administrateurs	1.
	2.



## ANNEX G

### SAMPLE - BID SOLICITATION PRICING TABLES

#### 1. MAINTENANCE:

<b>Annex B Pricing Tables</b>											
<b>Annex B1 - Maintenance Site 1</b>											
<b>Solicitation Number</b>		2B0KB-123122 /A									
<b>Bidder Name</b>		Bidder 1 name									
<b>Instructions</b>	Enter the Non-Recurring Charge (NRC) and Monthly-Recurring Charge (MRC) according to the following table:										
	Action	Description	NRC	MRC							
	Add (A)	Not part of the existing site inventory.	One-time cost to purchase and install a single unit of the specified part at any time during the Contract Period	Monthly cost to maintain and support for a single unit of the specified part and Maintenance Support Plan							
	Remove (R)	Part of the existing site inventory to be removed at start of Contract Period.	One-time cost to remove a single unit of the specified part - applicable only at start of Contract Period	Not Applicable							
	Maintain (M)	Part of the existing site inventory NOT to be removed at start of contract period.	One-time cost to purchase and install a single unit of the specified part at any time during the Contract Period	Monthly cost to maintain and support for a single unit of the specified part and Maintenance Support Plan							
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; background-color: yellow;"></td> <td><b>Bidder input cells.</b></td> </tr> <tr> <td style="width: 20px;"></td> <td><b>Informational cells (provided by SSC)</b></td> </tr> </table>								<b>Bidder input cells.</b>		<b>Informational cells (provided by SSC)</b>
	<b>Bidder input cells.</b>										
	<b>Informational cells (provided by SSC)</b>										
<b>General Description (example)</b>	Users: 75	Inclusions:	PBX PBX - SSC MIS User Devices PRI Network Interface Voice Mail	Exclusions:	Uninterruptable Power Supply						
<b>Maintenance Support Plan #</b>	MSP - X										
<b>Site Parts Inventory</b>						<b>Bid Unit Price</b>					
Part Number	Category	OEM/Software Publisher	Description / Version	Quantity	Action A/R/M	NRC	MRC (Initial Contract Period)				
						\$ -	-				
						\$ -	-				
						\$ -	-				
						\$ -	-				
						\$ -	-				
						\$ -	-				
						\$ -	-				
						\$ -	-				
						\$ -	-				
						\$ -	-				

**ANNEX G**

**SAMPLE - BID SOLICITATION PRICING TABLES**

**2. MOVES, ADDS, CHANGES (MACs):**

<b>Annex B Pricing Tables</b>		
<b>Annex B2 - Moves, Additions and Changes (MACs)</b>		
<b>Solicitation Number</b>	2B0KB-123122 /A	
<b>Bidder Name</b>	Bidder 1 name	
<b>Instructions</b>	Enter the Firm Unit Price per MAC as defined in the SOW by Initial Contract Period and Option Periods	
<b>MAC Quantity (on a single Service Order)</b>	<b>Firm Unit Price per MAC</b>	
	<b>Initial Contract Period</b>	<b>Option Periods</b>
1 soft MAC	\$ -	\$ -
2-10 soft MACs	\$ -	\$ -
11-20 soft MACs	\$ -	\$ -
21 or more soft MACs	\$ -	\$ -
1 hard MAC	\$ -	\$ -
2-10 hard MACs	\$ -	\$ -
11-20 hard MACs	\$ -	\$ -
21 or more hard MACs	\$ -	\$ -
Complete system relocation	\$ -	\$ -

**3. SUPPORT SERVICES:**

<b>Annex B Pricing Tables</b>		
<b>Annex B3 - Support Services</b>		
<b>Solicitation Number</b>	2B0KB-123122 /A	
<b>Bidder Name</b>	Bidder 1 name	
<b>Instructions</b>	Enter the resource Firm Hourly Rate for each category of Support Services as defined in the SOW subsection Support Services by Initial Contract Period and Option Periods	
<b>Support Service Category</b>	<b>Resource Firm Hourly Rate</b>	
	<b>Initial Contract Period</b>	<b>Option Periods</b>
Training Services	\$ -	\$ -
Technical Integration Support Services	\$ -	\$ -
Integration Management Support Services	\$ -	\$ -
Technical Support Services during the PPM	\$ -	\$ -
Technical Support Services outside the PPM	\$ -	\$ -