



<p>Return Bids to: - Retourner les soumissions à :</p> <p>Shared Services Canada / Services partagés Canada C/O Andrew Nimmo (Contracting Authority) Andrew.nimmo@canada.ca 180 Kent St.,13th Floor, Ottawa, ON, K1G 4A8</p> <p>Proposal to: Shared Services Canada We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.</p> <p>Proposition à: Services partagés Canada Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).</p> <p>Bidder's Name and Address - Raison sociale et adresse du Fournisseur/de l'entrepreneur</p> <p>_____</p> <p>_____</p> <p>_____</p>	Request for Proposal / Demande de proposition	
	Title – Sujet FULL PACKET CAPTURE AND SECURITY ANALYSIS TOOL	
	Solicitation No. – No de l'invitation 15-28759/A	Date January 29, 2016
	<p>Solicitation closes – L'invitation prend fin</p> <p>On – le : February 19, 2016 At – À : 2:00 P.M.</p> <p>Time zone – Fuseau horaire : EDST</p>	
<p>Contracting Authority / Autorité contractante Address / adresse :</p> <p>Shared Services Canada / Services partagés Canada 180 Kent St. 180, rue Kent 13th Floor, K096 13e étage, Ottawa, Ontario K1G 4A8</p> <p>E-mail address / Courriel : andrew.nimmo@canada.ca Telephone: 613-668-5697</p>		
<p>Telephone No. – No de téléphone</p> <p>(____) _____</p> <p>Fax No. – No de télécopieur</p> <p>(____) _____</p>	<p>Telephone No. – No de téléphone (613) 668-5697</p> <p>Fax No. – No de télécopieur (613) 948-6897</p>	
<p>Bidder is required to identify below the name and title of the individual authorized to sign on behalf of the Bidder – Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire</p> <p>_____</p> <p>Name and title/Nom et titre</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Date</p> <p>_____</p>	<p>Destination - Destination TBD</p>	
<p>THIS DOCUMENT CONTAINS NO SECURITY REQUIREMENT.</p> <p>LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.</p>		



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws
- 2.5 Non-Disclosure Agreement

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions
- 3.2 Section I: Technical Bid
- 3.3 Section II: Financial Bid

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Conduct of Evaluation Steps

PART 5 – CERTIFICATIONS

- 5.1 Certifications Precedent to Contract Award
- 5.2 Former Public Servant Certification
- 5.3 Bidder Certifies that All Equipment and Software is “Off-the-Shelf”
- 5.4 OEM Certification
- 5.5 Software Publisher Certification and Software Publisher Authorization
- 5.6 Certifications Required with the Bid at Bid Closing

PART 6 – SECURITY AND INSURANCE REQUIREMENTS

- 6.1 Security Requirements
- 6.2 Insurance Requirements
- 6.3 Financial Capability

PART 7 - RESULTING CONTRACT CLAUSES

- 7.1 Requirement
- 7.2 Standard Clauses and Conditions
- 7.3 Contract Period
- 7.4 Delivery Date
- 7.5 Authorities
- 7.6 Payment
- 7.7 Invoicing Instructions
- 7.8 Certifications
- 7.9 Applicable Laws



- 7.10 Priority of Documents
- 7.11 Limitation of Liability - Information Management/Information Technology
- 7.12 Joint Venture
- 7.13 Hardware
- 7.14 Termination for Convenience of Hardware Maintenance Services
- 7.15 Licensed Software
- 7.16 Licensed Software Maintenance and Support
- 7.17 Representations and Warranties
- 7.18 Access to Canada's Property and Facilities
- 7.19 Change of Control

Annexes:

Annex A Technical Requirements

Annex B Pricing Table

Annex C Bidders Forms

- Form 1: Bid Submission Information Form
- Form 2: Mandatory Requirements
- Form 3: Point Rated Requirements
- Form 4A: Off-the-Shelf Form
- Form 4B: OEM Certification Form
- Form 5A: Software Publisher Certification Form
- Form 5B: Software Publisher Authorization Form
- Form 6: Supply Chain Security Information Assessment Process
- Form 7: Supply Chain Security Information

Annex D Test Plan



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Mandatory Technical Requirements and Pricing Tables.

1.2 Summary

(a) Shared Services Canada (SSC) is a Government of Canada (GC) department entrusted with the transformation and ongoing management of the IT Infrastructure for 43 departments within the GC. This specification will describe the desired capabilities for infrastructure components to support SSC's fire wall infrastructure.

The Security Operations team is part of SSC and has a mandate to perform in-service support for several enterprise class security systems applications, including the backend management systems of these applications. Currently, these applications reside within more than 43 department networks. However, as part of the SSC initiative, these systems will gradually shift to a consolidated, Government wide adoption.

The primary purpose of this Request for Proposal (RFP) is to replace an end-of-life and end-of-support (as of March 31, 2016) full packet capture and security analysis solution. The entire solution requires replacement. The core of the contract consists of the goods and services required to address this requirement. (b) It is intended to result in the award of a contract for one (1) year plus three (3) one year options.

(c) 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 email, networks and data centres for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada .

In all clauses and conditions identified in the Contract, all reference to the Minister of Public Works and Government Services should be deleted and replaced with the Minister of Shared Services Canada. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with Shared Services Canada.

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

2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and eighty (180) days

Section 10 of the 2003 (2012-11-19) Standard Instructions – Goods and Services – Competitive Requirements is amended by:

1. changing the title to read “Legal Capacity and Ownership and Control Information”;
2. numbering the first paragraph as number 1.; and
3. adding the following paragraphs to the section:

2. The Bidder must provide, if requested by the Contracting Authority, the following information as well as any other requested information related to the ownership and control of the Bidder, its owners, its management and any related corporations and partnerships:

- (a) An organization chart for the Bidder showing all related corporations and partnerships;
- (b) A list of all the Bidder’s shareholders and/or partners, as applicable; if the Bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner; and
- (c) A list of all the Bidder’s directors and officers, together with each individual’s home address, date of birth, birthplace and citizenship(s); if the Bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner.

In the case of a joint venture Bidder, this information must be provided for each member of the joint venture. The Contracting Authority may also require that this information be provided in respect of any subcontractors specified in a bid.

3. For the purposes of this section, a corporation or partnership will be considered related to another party if:

- (i) they are “related persons” or “affiliated persons” according to the Canada Income Tax Act;



- (ii) the entities have now or in the two years before the closing date had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (iii) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

Section 12 of the 2003 (2012-11-19) Standard Instructions – Goods and Services – Competitive Requirements is amended by adding the following subsection 4:

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

2.2 Submission of Bids

Bids are to be submitted only to Shared Services Canada (SSC) Office by the date, time and place indicated on page 1 of the bid solicitation. Bids may be transmitted electronically to the Contracting Authority at andrew.nimmo@canada.ca.

Due to the nature of this bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

2.4 Applicable Laws

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

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

2.5 Non-Disclosure Agreement

By submitting a response, the Bidder agrees to the terms of the non-disclosure agreement below (the "Non-Disclosure Agreement"):



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

6. Supply Chain Security Information

The Bidder must submit the information required by Form 5 & Form 6 (Supply Chain Security Information Assessment Process) of the bid solicitation.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders if not submitting electronically provide their bid in separately bound sections as follows (if not submitted electronically):

Section I: Technical Bid (1 hard copy) and (1 soft copy) on CD, DVD;

Section II: Financial Bid (1 hard copy) and (1 soft copy) on CD, DVD; and

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

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

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

- (a) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) Use a numbering system that corresponds to the bid solicitation.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2 Section 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.

The technical bid consists of the following:

- (a) Bid Submission Form: Bidders are requested to include the Bid Submission Form (see Annex C, Form 1) with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal



Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

Bid Submission Form for Rated Requirements: Bidders are requested to include Form 3 of Annex C with their bids. It provides a common form in which bidders can provide information required for evaluation of the rated requirements. Using the form to provide this information is not mandatory, but it is recommended, since Bidders who fail to submit information requested by this form will be rated accordingly.

Form 7 – Integrity Check (requested at bid closing): Bidders are requested to include a completed Form 7 – Integrity Check of Annex C with their bids. Using the form to provide the information is not mandatory, but it is recommended. If Form 2 is not included with the bid or if Canada determines that the information required by Form 7 is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so. Upon request, the Bidder must also provide any further information required by the Contracting Authority pursuant to Section 1 of Standard Instructions 2003.

3.3 Section II: Financial Bid

- 1) **Pricing:** Bidders must submit their financial bid in accordance with the Annex B – Pricing Tables.
- 2) The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.
- 3) **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 necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- 4) **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.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of the SSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
 - I. Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - II. Extension of Time: If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 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.

- a) **Step1 – 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.

In order to be awarded a contract; the Bidder must complete the Supply Chain Security Information (SCSI) assessment process and not be disqualified, as described in Form 5.
- b) **Step 2 – Step 2 – Evaluation of Rated Requirements:**

Bids that meet all the Mandatory Criteria will then be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Form 3 of Annex C.
- c) **Evaluation of Financial Bid:**
 - i) The financial evaluation will be conducted by calculating the Total Bid Evaluated Value (BEV) using the completed Annex B.
 - ii) BEV (I) calculation is as follows Total Product and Support and Professional Services (I) + Option Year 1 Support (K) + Option Year 2 Support (M) +Option Year 2 Support (O)
 - iii) Compliant Bidders will be rank based on the BEV. The lowest compliant Bidder will be identified as the top-ranked Bidder.

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



d) Step 3 –Testing

Canada may, but will have no obligation, to require that the top-ranked Bidder (identified after the financial evaluation) to provide products for testing in accordance with Annex D – Test Plan, in order to verify compliance with the requirements of this bid solicitation. If required, the testing must be conducted, at no cost to Canada, at a location in the National Capital Region specified by the Contracting Authority. Canada will provide no fewer than 10 working days of notice before the scheduled date for the testing. Despite the written bid, if Canada determines during a test that the Bidder’s proposed solution does not meet the mandatory requirements of this bid solicitation or that the bidder cannot successfully complete the testing within 20 working days from the start date, the bid will be declared non-responsive. Canada will pay its own travel and salary costs associated with any testing.

If the top-ranked Bidder does not pass the testing, the next lowest compliant bidder will be invited to pass this pre-award testing.

e) Step 4 – Contractor Selection

Calculation of the Total Score for a Bid

The Total Score for a Bid is calculated as follows:

$$\text{Total Score for a Bid} = \text{Financial Score for a Bid (Max 60 pts.)} + \text{Technical Score for a Bid (Max 40 pts.)}$$

Calculation of Bidder's Technical Score:

- a) The bidder's Total Technical Points are the sum of the bidder's Technical Points for the Rated requirements.
- b) Each bidder's Total Technical Points will be converted to a technical score out of 40.
- c) The bidder's Total Technical Points will be divided by the maximum number of points available then multiplied by 40.

The formula that will be used to calculate the Technical Score is as follows: (Bidder's Total Technical Points/Maximum number of points available) X 40

- d) Each bidder's technical score will be rounded to 2 decimal places.
- e) The following example illustrates the methodology that will be used during the calculation of the scores:

Total Financial Points (TFP) Calculations:

The Evaluated Bid Price above will be the bidder's Total Financial Points (TFP).

The bidder's Financial Score will be calculated as follows:

- a) Each bidder's Evaluated Bid Price will be converted to a score out of 60, based on its relative price compared to other compliant bidders.
- b) The bidder with the lowest Evaluated Bid Price will be allocated the maximum of 60 points. All other bidders' scores will be calculated by determining the ratio of its Evaluated Bid Price in relation to the lowest Evaluated Bid Price. Each bidder's financial score will be rounded to 2 decimal places. The formula that will be used to calculate the ratio is as follows:

Bidder	Total Financial Points	Formula Calculation	Total Financial Score
1	1,000,000	(1,000,000/1,000,000) X60	60
2	2,000,000	(1,000,000/2,000,000) X60	30
3	3,000,000	(1,000,000/3,000,000) X60	19.98



PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

PART 5A: Certifications Precedent to Contract Award

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

Form 1:	Federal Contractors Program for Employment Equity - Certification
Form 3A:	Off-the-Shelf Form
Form 3B:	OEM Certification Form
Form 4A:	Software Publisher Certification Form
Form 4B:	Software Publisher Authorization Form

5.1 Federal Contractors Program for Employment Equity – Certification

- a) The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers 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-EE, 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 Social 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-EE 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-EE, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity (<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc?=e>), to the Labour Branch of HRSDC.
- d) Each bidder is requested to indicate in its bid whether it is:
 - i. not subject to FCP-EE, having a workforce of fewer than 100 permanent full or part-time employees in Canada;
 - ii. not subject to FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
 - iii. subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but it has not previously obtained a certificate number from HRSD



(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-EE, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- e) Further information on the FCP-EE 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 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.

5.2 Former Public Servant Certification

- a) Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.
- b) For the purposes of this clause,
 - i. "former public servant" means a former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
 - (a) an individual;
 - (b) an individual who has incorporated;
 - (c) a partnership made up of former public servants; or
 - (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
 - ii. "lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.
 - iii. "pension" means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36, as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.
- c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
 - i. name of former public servant;
 - ii. date of termination of employment or retirement from the Public Service.
- d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:
 - i. name of former public servant;
 - ii. conditions of the lump sum payment incentive;
 - iii. date of termination of employment;
 - iv. amount of lump sum payment;
 - v. rate of pay on which lump sum payment is based;
 - vi. period of lump sum payment including start date, end date and number of weeks; and
 - vii. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.



- e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- f) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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

5.3 Bidder Certifies that All Equipment and Software is “Off-the-Shelf”

Any equipment and software bid to meet this requirement must be “off-the-shelf” (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software 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 equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the equipment and software bid is off-the-shelf.

5.4 OEM Certification

- a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM’s certification regarding the Bidder’s authority to provide and maintain the OEM’s hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada’s sole discretion to determine whether all the required information has been provided.
- b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware, on all accompanying documentation, and on mandatory certification reports.

5.5 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.



5.6: Certifications Required with the Bid at Bid Closing

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



PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no security requirements in this solicitation.

6.2 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.

6.3 Financial Capability

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



PART 7 - RESULTING CONTRACT CLAUSES

Part 7 of this solicitation is intended to form the basis for any resultant contract. To the extent possible, these Articles are written as they would appear in any resultant contract.

The Clauses, Terms and Conditions of Part 7 shall be requirements of any resulting Contract. Explicit, unqualified acceptance of these Articles, in their entirety, as they appear in Part 7 is a mandatory requirement of this solicitation.

These Articles may be amplified by SSC in any resultant Contract to provide additional descriptive or pricing information that may be provided in a proposal to SSC.

Bidders shall not amend the following clauses, terms and conditions in any way, including the addition of a new provision which may have the effect of derogating from a mandatory provision.

RESULTING CONTRACT CLAUSES

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

7 Requirement

7.1.1 _____ (the “Contractor”) agrees to supply to the Client the goods and services described in the Contract, including the Annex B– Pricing Tables accordance with, and at the prices set out in, the Contract. This includes:

- a) supplying the purchased Hardware;
- b) providing the Hardware Documentation;
- c) providing maintenance and support services for the Hardware during the Hardware Maintenance Period;
- d) granting the license to use the Licensed Software described in the Contract;
- e) providing the Software Documentation;
- g) providing maintenance and support for the Licensed Software during the Software Support Period.
- h) providing installation services as and when requested
- i) providing knowledge transfer as and when requested

7.1.2 Client: Under the Contract, the "Client" is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services.

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

7.1.4 Defined Terms: Words and expressions defined in the General Conditions or Supplemental General Conditions 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:

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 the Leased Hardware.



7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

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

7.2.1 General Conditions:

2030 (2014-09-25 General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. These General Conditions are amended as follows:

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

Section 43 entitled Code of Conduct and Certifications – Contracts is replaced with the following:

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:
 - a. payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies;
 - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
 - a. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or
 - b. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.
4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:
 - a. either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.



6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.
7. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms

Section 43 – Code of Conduct and Certifications – Contract of 2030 referenced above is replaced by:

7.2.2 Supplemental General Conditions:

The following Supplemental General Conditions:

- a) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance.
- b) 4003 (2010/08/16), Supplemental General Conditions - Licensed Software;

Section 08 is replaced as follows:

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

- c) 4004 (2013/04/25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software.

apply to and form part of the Contract.

7.3 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:

The “Initial Contract Period”, which begins on the date the Contract is awarded and ends 1 year later; and

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:

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.4 Delivery Date

All the deliverables must be received on or before March 31, 2016



7.5

Authorities

Contracting Authority

The Contracting Authority for the Contract is:
Andrew Nimmo
Supply Team Lead, Procurement and Vendor Relationships
Shared Services Canada (SSC)
180 Kent St, 13th floor, K141
Ottawa, Ontario K1P 0B6
Telephone: (613) 668-5697
Email address: andrew.nimmo@canada.ca

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

7.5.2 Technical Authority

The Technical Authority for the Contract is:

To be completed upon Contract Award

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

7.5.3 Contractor's Representative

To be completed upon Contract Award

7.6 Payment

7.6.1 (a) Basis of Payment

Purchased Hardware and Software: For the supply, installation, integration and configuration of the Hardware and Licensed Software including all necessary cables, components and the Hardware documentation and Software Documentation in accordance with the Contract, Canada will pay the Contractor the firm unit prices set out in Annex A, FOB destination, including one (1) year warranty and maintenance and support services from the date of acceptance of the Hardware, all customs duties, GST/HST extra.

Estimated Cost: \$ TBD

(b) Professional Services and Training provided under a Requisition on Contract with a Firm Price: For professional services and training courses requested by Canada, in accordance with an approved Requisition on Contract (ROC), Canada will pay the Contractor the firm daily price set out in the Requisition on Contract (based on the firm, all-inclusive per diem rates set out in Annex B GST/HST extra.

Estimated Cost: TBD



7.6.2 Limitation of Expenditure

a) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page of the Contract, less any applicable GST or HST. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

b) 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 Contracting 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 Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

it is 75 percent committed, or

4 months before the Contract expiry date, or

as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.6.3 Method of Payment - Single Payment for Goods

H1000C (2008/05/12), Single Payment – Goods

Method of Payment - Multiple Payments

H1001C (2008-05-12) , Multiple Payments – Installation Services and Knowledge Transfer

7.7 Invoicing Instructions

7.7.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.

7.7.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

7.7.3 By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

7.7.4 The Contractor must provide the original of each invoice to Shared Services Canada (SSC), Accounts Administrator, Place du Portage, 11 Laurier Street, Phase III, 5A1, Gatineau, Quebec K1A 0S5 and an electronic copy to the Technical Authority, and to the Contracting Authority.

7.8 Certifications

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



7.9 **Applicable Laws**

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

7.10 **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, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b) Supplemental General Conditions, in the following order:
 - c) 4001;
 - d) 4003;
 - e) 4004;
- f) General Conditions 2030 (2014/6/26) General Conditions - Higher Complexity – Goods;
- g) Annex A - Technical Requirements;
- h) Annex B - Pricing Table;
- h) 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.

7.11 **Limitation of Liability - Information Management/Information Technology**

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

7.11.2 First Party Liability:

- a) 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:
 - any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - physical injury, including death.
- b) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- c) 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.
- d) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph a) above.



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

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

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 11.2 of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$ 2 Million.

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

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

7.11.3 Third Party Claims:

a) 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.

b) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article a), 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.

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

7.12 Joint Venture Contractor

The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: _____.

With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that: _____ 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; 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 all payments made by Canada to the representative member will act as a release by all the members.

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.

All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

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.



The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

7.13 Hardware

With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes.
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No.
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes.
Delivery Location	Ottawa
Installation Site	Same as the Delivery Location.
Contractor must deliver Hardware Documentation	Yes. Despite Section 7(4), only one copy of the Hardware.
Contractor must update Hardware Documentation throughout Contract Period	No, you can also say "Section 7(5) of 4001 does not apply to the Contract.
Hardware Documentation must include maintenance documentation	No.
Language of Hardware Documentation	The Hardware Documentation is only required to be delivered in English.
Format and Medium on which Hardware Documentation must be Delivered	CD-ROM.
Special Delivery Requirements	No.
Class of Maintenance Service	Return-to-Depot Maintenance Service.
Toll-free Telephone Number for Maintenance Service	
Website for Maintenance Service	



7.14 Termination for Convenience of Hardware 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 Hardware maintenance and support services being provided under the Contract. Canada will provide the Contractor 30 calendar days of advance written notice if it terminates the maintenance and support 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.

7.15 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:
Type of License being Granted	Device License.
Delivery Location	Ottawa
Installation Site	Same as Delivery Location.
Media on which Licensed Software must be Delivered	CD-ROM.
Term of License	12 months.
Source Code Escrow Required	No.

7.16 Licensed Software Maintenance and Support

With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	The Software Support Period is the 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 the Contract.
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: Email Access: The Contractor must respond to all telephone or email communications (with a live service agent) within 60 minutes of the



	initial time of the Client or User's initial communication.
Website	In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

7.17 Representations and Warranties

The Contractor made statements regarding its and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.18 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.

7.19 Change of Control

- 19.1 At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
- 19.2 an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
 - a) they are “related persons” or “affiliated persons” according to the Canada Income Tax Act;
 - b) the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - c) the entities otherwise do not deal with one another at arm’s length, or each of them does not deal at arm’s length with the same third party.



- d) a list of all the Contractor's shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;
- e) a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and any other information related to ownership and control that may be requested by Canada.
- 19.3 If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 23(3) of General Conditions 2030 (General Conditions – Higher Complexity – Goods), provided the information has been marked as either confidential or proprietary.
- 19.4 The Contractor must notify the Contracting Authority in writing of:
- a) any change of control in the Contractor itself;
 - b) any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
 - c) any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).
- d) The Contractor must provide this notice by no later than 10 FGWDs after any change of control takes place (or, in the case of a subcontractor, within 15 FGWDs after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.
- 19.5 In this Article, a "change of control" includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture's corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.
- 19.6 If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- 19.7 If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the



disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada's determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.

19.8 In this Article, termination on a "no-fault" basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.

19.9 Despite the foregoing, Canada's right to terminate on a "no-fault" basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.



ANNEX A
TECHNICAL REQUIREMENTS



ANNEX B
PRICING TABLES



**ANNEX C
BIDDER FORMS**

FORM 1 BID SUBMISSION FORM	
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"



<p>Federal Contractors Program for Employment Equity (FCP EE) Certification:</p> <p>If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to:</p> <p>(a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or</p> <p>(b) submit a valid Certificate number confirming its adherence to the FCP-EE.</p> <p>Bidders are requested to include their FCP EE 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 Contracting Authority during evaluation.</p> <p>For joint ventures, be sure to provide this information for each of the members of the joint venture.</p>	<p>On behalf of the bidder, by signing below, I also confirm that the bidder [<i>check the box that applies</i>]:</p>	
	<p>(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;</p>	
	<p>(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i>;</p>	
	<p>(c) is subject to the requirements of FCP-EE, 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 (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR</p>	
	<p>(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).</p>	
<p>Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]</p>		
<p>Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</p>		



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

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

Signature of Authorized Representative of Bidder



Form 2: MANDATORY REQUIREMENTS



Form 3: RATED REQUIREMENTS



Form 4: OFF-THE-SHELF AND OEM CERTIFICATION FORM

Form 4A
Off-the-Shelf Certification Form

This confirms that all the equipment listed in our Bid are "Off-the-Shelf".

Date signed _____

Solicitation Number _____

Name of Bidder _____

Form 4B
OEM Certification Form

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OEM _____

Signature of authorized signatory of OEM _____

Print Name of authorized signatory of OEM _____

Print Title of authorized signatory of OEM _____

Address for authorized signatory of OEM _____

Telephone no. for authorized signatory of OEM _____

Fax no. for authorized signatory of OEM _____

Date signed _____

Solicitation Number _____

Name of Bidder _____



Form 5: SOFTWARE PUBLISHER CERTIFICATION AND AUTHORIZATION FORM

Form 5A
Software Publisher Certification Form
(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that is the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

[bidders should add or remove lines as needed]

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

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below.

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____



Form 6

Supply Chain Security Information Assessment Process

- a) Condition of Contract Award: In order to be awarded a contract, the Bidder must complete the Supply Chain Security Information (SCSI) assessment process and not be disqualified.
- b) Definitions: The following words and expressions used with respect to SCSI assessment have the following meanings:
- i) “Product” means any hardware that operates at the data link layer of the **Open Systems Interconnection model** (OSI Model) Layer 2 and above; any software; and any Workplace Technology Device;
 - ii) “Workplace Technology Device” means any desktop, mobile workstation (such as a laptop or tablet), smart phone, or phone, as well as any peripheral item or accessory such as a monitor, keyboard, computer mouse, audio device or external or internal storage device such as a USB flash drive, memory card, external hard drive or writable CDs and DVDs or other media;
 - iii) “Product Manufacturer” means the entity that assembles the component parts to manufacture the final Product;
 - iv) “Software Publisher” means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products;
 - v) “Canada’s Data” means any data originating from the Work, any data received in contribution to the Work or any data that is generated as a result of the delivery of security, configuration, operations, administration and management services, together with any data that would be transported or stored by the contractor or any subcontractor as a result of performing the Work under any resulting contract; and
 - vi) “Work” means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any resulting contract.
- c) Supply Chain Scope Diagram: A supply chain scope diagram is provided as XXX to provide a visual representation of the SCSI submission and assessment requirements described in further detail below. In the case of a discrepancy between the diagram and the process described in this document, this document will prevail.
- d) Bid Submission Requirements (Mandatory at Bid Closing):
- i) Bidders must submit with their bids, by the closing date, the following:
 - (A) IT Product List: Bidders must identify the Products over which Canada’s Data would be transmitted and/or on which Canada’s Data would be stored, or that would be used and/or installed by the Bidder or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product:
 - (1) Location: identify where each Product is interconnected with any given network for Canada’s Data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations centre, security operations centre, internet or other public network peering points, etc.);



- (2) Product Type: identify the generally recognized description used by industry such as hardware, software, etc.; components of an assembled Product, such as module or card assembly, must be provided for all layer 3 internetworking devices;
- (3) IT Component: identify the generally recognized description used by industry such as firewall router, switch, server, security appliance, etc.;
- (4) Product Model Name or Number: identify the advertised name or number of the Product assigned to it by the Product Manufacturer;
- (5) Description and Purpose of the Product: identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described for the Project;
- (6) Source: identify the Product Manufacturer and/or Software Publisher of embedded components;
- (7) Name of Subcontractor: identify all subcontractors. In the “SCSI Submission Form” provided with this bid solicitation at XXX, “Name of Subcontractor” refers to any subcontractor that will provide, install or maintain one or more Products, if the Bidder would not do so itself, as further defined below.

While submitting the information is mandatory, and Bidders are requested to use the SCSI Submission Form, the form in which it is submitted is not itself mandatory. Canada requests that, on each page, Bidders indicate their legal name and insert a page number as well as the total number of pages. Canada further requests that Bidders insert a separate row in the SCSI Submission Form for each Product. Finally, Canada requests that Bidders not repeat multiple iterations of the same Product (e.g., if the serial number and/or the color is the only difference between two Products, they will be treated as the same Product for the purposes of SCSI).

- (B) Network Diagrams: one or more conceptual network diagrams that collectively show the complete network proposed to be used to perform the Work described in this bid solicitation. The network diagrams are only required to include portions of the Bidder’s network (and its subcontractors’ networks) over which Canada’s Data would be transmitted in performing any resulting contract. As a minimum, the diagram must show:
 - (1) the following key nodes for the delivery of the services under any resulting contract:
 - (I) service delivery points;
 - (II) core network; and
 - (III) subcontractor network(s) (specifying the name of the subcontractor as listed in the List of Subcontractors);
 - (2) the node interconnections, if applicable;
 - (3) any node connections with the Internet; and
 - (4) for each node, a cross-reference to the Product that will be deployed within that node, using the line item number from the IT Product List.
- (C) List of Subcontractors: The Bidder must provide a list of any subcontractors that could be used to perform any part of the Work (including subcontractors affiliated or otherwise related to the Bidder) pursuant to any resulting contract. The list must include at a minimum:
 - (1) the name of the subcontractor;



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

This list must identify all third parties who may perform any part of the Work, whether they would be subcontractors to the Bidder, or subcontractors to subcontractors of the Bidder down the chain. This includes identifying any subcontractor that could have access to Canada's Data or would be responsible either for transporting it or for storing it. Subcontractors would also include, for example, technicians who might be deployed to maintain the Bidder's solution. For the purposes of this requirement, a third party who is merely a supplier of goods to the Bidder, but who does not perform any portion of the Work, is not considered to be a subcontractor. If the Bidder does not plan to use any subcontractors to perform any part of the Work, Canada requests that the Bidder indicate this in its bid.

e) Assessment of Supply Chain Security Information:

- i) Canada will assess whether, in its opinion, the SCSi creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.
- ii) In conducting its assessment:
 - (A) Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the SCSi. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being disqualified.
 - (B) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the SCSi.
- iii) If, in Canada's opinion, there is a possibility that any aspect of the SCSi, if used in a solution, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
 - (A) Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the SCSi is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's SCSi.
 - (B) The notice will provide the Bidder with a minimum of 3 opportunities to submit revised SCSi in order to address Canada's concerns. The first revised SCSi must be submitted within the 10 calendar days following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the first revised SCSi submitted after bid closing, the second revised SCSi must be submitted within 5 calendar days (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the second revised SCSi submitted after bid closing, the third revised SCSi must be submitted within 3 calendar days (or a longer period specified in writing by the Contracting Authority). With respect to the revised



SCSI submitted each time, the Bidder must indicate in its response whether the revision affects any aspect of its technical bid or certifications. The Bidder will not be permitted to change any price in its bid, but will be permitted to withdraw its bid if it does not wish to honour the pricing as a result of required revisions to the SCSI. Each time the Bidder submits revised SCSI within the allotted time, Canada will perform a further assessment of the revised SCSI and the following will apply:

- (1) If, in Canada's opinion, there is a possibility that any aspect of the Bidder's revised SCSI could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, the Bidder will be provided with the same type of notice described under paragraph (e)(iii)(A) above. If, in Canada's opinion, the third post-bid-closing revised SCSI submission still raises concerns, any further opportunities to revise the SCSI will be entirely at the discretion of Canada and the bid may be disqualified by Canada at any time.
 - (2) If the bid is not disqualified as a result of the assessment of the SCSI (as revised in accordance with the process set out above), after receiving the final revised SCSI, Canada will assess the impact of the collective revisions on the technical bid and certifications to determine whether they affect:
 - (I) the Bidder's compliance with the mandatory requirements of the solicitation;
 - (II) the Bidder's score under the rated requirements of the solicitation, if any; or
 - (III) the Bidder's ranking vis-à-vis other bidders in accordance with the evaluation process described in the solicitation.
 - (3) If Canada determines that the Bidder remains compliant and that its ranking vis-à-vis other bidders has been unaffected by the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Contracting Authority will recommend the top-ranked bid for contract award, subject to the provisions of the bid solicitation.
 - (4) If Canada determines that, as a result of the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Bidder is either no longer compliant or is no longer the top-ranked bidder, Canada will proceed to consider the next-ranked bid for contract award, subject again to the provisions of the solicitation relating to the assessment of the SCSI submitted at bid closing, and to the assessment of any revised SCSI submitted after bid closing in accordance with the above provisions.
- iv) By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. As a result:
- (A) a satisfactory assessment does not mean that the same or similar SCSI will be assessed in the same way for future requirements; and
 - (B) during the performance of any contract resulting from this bid solicitation, if Canada has concerns regarding certain products, designs or subcontractors originally included in the SCSI, the terms and conditions of that contract will govern the process for addressing those concerns.
- f) By submitting its SCSI, and in consideration of the opportunity to participate in this procurement process, the Bidder agrees to the terms of the following non-disclosure agreement (the "Non-Disclosure Agreement"):
- i) The Bidder agrees to keep confidential and store in a secure location any information it receives from Canada regarding Canada's assessment of the Bidder's SCSI (the "Sensitive Information") including,



but not limited to, which aspect of the SCSI is subject to concern, and the reasons for Canada's concerns.

- ii) Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise, and regardless of whether or not that information is labeled as classified, confidential, proprietary or sensitive.
- iii) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a need to know the information and has a security clearance commensurate with the level of Sensitive Information being disclosed, without first receiving the written consent of the Contracting Authority.
- iv) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by the previous Sub-article, accesses the Sensitive Information at any time.
- v) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder's security clearance and a review of the Bidder's status as an eligible bidder for other requirements.
- vi) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.
- vii) This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel (i.e., Sensitive Information that is known, but not committed to writing) would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information). Canada may require that the Bidder provide written confirmation that all hard and soft copies of records that include Sensitive Information have been returned to Canada.



Form 7
Supply Chain Security Information