



RETURN BIDS TO:

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RETOURNER LES SOUMISSIONS À:

Nicole Pontes
Acquisitions et relations avec les fournisseurs
Services partagés Canada
180, rue Kent, 13-86,
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nicole.pontes@canada.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Shared Services Canada

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

Proposition aux: Services partagés Canada

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

Comments - Commentaires

Issuing Office – Bureau de distribution

SSC | SPC
Procurement and Vendors Relationships | Achats et relations avec les fournisseurs
Network, End Users and Cyber Security
180 Kent Street, 13th floor | 180, rue Kent,
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Ottawa, Ontario K1P 0B6

Title – Sujet IN CAR PRINTERS FOR THE ROYAL CANADIAN MOUNTED POLICE	
Date	
Solicitation No. – N° de l’invitation 2BP533632	Amd. No. - N° de la modif. : 00
Client Reference No. – N° référence du client 15-33632	
Solicitation Closes – L’invitation prend fin on – le 29 March 2016, 2:00 pm	Time Zone Fuseau horaire Eastern Daylight Time (EDT) / Heure avancée de l'Est (HAE)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Nicole Pontes	
Telephone No. – N° de téléphone : 613-462-2832	Email – Courriel : nicole.pontes@canada.ca
Delivery required - Livraison exigée See Herein	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

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

**BID SOLICITATION
IN CAR PRINTERS
FOR
SHARED SERVICES CANADA
ON BEHALF OF
THE ROYAL CANADIAN MOUNTED POLICE**

TABLE OF CONTENTS

PART 1 GENERAL INFORMATION	3
1.1 Introduction	3
1.2 Summary	3
1.3 Debriefings.....	4
PART 2 BIDDER INSTRUCTIONS	5
2.1 Standard Instructions, Clauses and Conditions.....	5
2.2 Submission of Bids.....	5
2.3 Enquiries - Bid Solicitation	5
2.4 Applicable Laws	5
PART 3 BID PREPARATION INSTRUCTIONS.....	6
3.1 Bid Preparation Instructions.....	6
3.2 Format for Bid:	6
3.3 Canada's Policy on Green Procurement:	6
3.4 Submission of Multiple Bids from a Bidding Group:	6
3.5 Joint Venture Experience:.....	7
3.6 Section I: Technical Bid.....	7
3.7 Section II: Financial Bid.....	8
3.8 Section III: Certifications	8
PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 Evaluation Procedures	9
4.2 Technical Evaluation - Mandatory Technical	9
4.3 Financial Evaluation	9
4.4 Basis of Selection	9
PART 5 CERTIFICATIONS.....	14
Mandatory Certifications Required Precedent to Contract Award	14
5.3 Additional Certifications Precedent to Contract Award.....	14
5.4 Bidder Certifies that All Equipment and Software is "Off-the-Shelf"	14
5.5 Code of Conduct Certifications – Certifications Required Precedent to Contract Award	15
PART 6 FINANCIAL AND OTHER REQUIREMENTS.....	16

6.1	Financial Capability	16
PART 7 RESULTING CONTRACT CLAUSES		17
7.1	Requirement	17
7.2	Optional Goods	18
7.3	Requisition on Contract (ROC)	18
7.4	Minimum Work Guarantee.....	20
7.5	Standard Clauses and Conditions	20
7.6	Contract Period	21
7.7	Authorities	21
TO BE DETERMINED.....		21
7.8	Payment	22
7.9	Invoicing Instructions	23
7.10	Certifications	23
7.11	Applicable Laws	23
7.12	Priority of Documents.....	24
7.13	Limitation of Liability - Information Management/Information Technology	24
7.14	Joint Venture Contractor.....	26
7.15	Hardware	26
7.16	Deliverable Substitutions & Alternatives.....	27
7.17	Extension of Existing Product Line.....	28
7.18	Termination for Convenience of Hardware Maintenance Services.....	28
7.19	Safeguarding Electronic Media.....	28
7.20	On-going Supply Chain Integrity Process.....	29
7.21	Subcontracting	32
7.22	Change of Control	32

List of Annexes to the Resulting Contract:

Annex A	Statement of Requirements
Annex B	Basis of Payment
Annex C	Requisitions on Contract Form
Annex D	Request for Product Substitution and Price Revision
Annex E	SCSI Submission Form

Forms:

- Form 1 - Bid Submission Form
- Form 2 - Substantiation of Technical Compliance Form
- Form 3 - OEM Certification Form

**BID SOLICITATION FOR
IN CAR PRINTERS
FOR
SHARED SERVICES CANADA
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PART 1 GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

This bid solicitation is being issued by SSC. The resulting contract will be used by SSC to provide shared services to the Royal Canadian Mounted Police. It is intended to result in the award of a contract for one year, plus two-one year irrevocable options allowing Canada to extend the term of the contract. This bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs

On May 4, 2014, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to end user device hardware, software and associated support services for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 or 2004, whichever is applicable to this bid solicitation.

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity – Certification.”

1.3 Debriefings

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

PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- a) 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.
- b) 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.
- c) The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).
- d) Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - i. Delete: sixty (60) days
 - ii. Insert: one-hundred eighty (180) days
- f) “For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.”

2.2 Submission of Bids

- a) Offers must be submitted only to Shared Services Canada (SSC) Contracting Authority by the date, time and place indicated on page 1 of the Request for Proposal. Bids may be transmitted electronically to the Contracting Authority at Nicole.pontes@canada.ca.
- b) Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.

2.3 Enquiries - Bid Solicitation

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

PART 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

a) Canada requests that bidders provide their bid electronically. If the bidders prefer to submit a hardcopy, submit as follows:

- (i) Section I: Technical Offer (3 hard copies and 2 copies on CD/DVD)
- (ii) Section II: Financial Offer (1 hard copy and 1 copy on CD/DVD)
- (iii) Section III: Certifications (1 hard copy and 1 copy on CD/DVD)

Hard copies should be in separately bound sections.

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

3.2 Format for 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;
- b) use a numbering system that corresponds to the bid solicitation;
- c) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- d) include a table of contents.

3.3 Canada's Policy on Green Procurement:

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

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

3.4 Submission of Multiple Bids from a Bidding Group:

- a) One bidding group may participate in the submission of:
 - i. one bid from any member of the bidding group on its own and one bid from any member of the bidding group submitted in a joint venture that includes at least one party that is not related to any of the members of the bidding group;

- ii. two bids submitted in joint venture, each of which contains one or more members of the bidding group, where at least one of the joint ventures includes at least one party that is not related to any of the members of the bidding group; or
 - iii. two bids, each of which is from a different member of the bidding group on its own.
- b) The submission of any bids from one or more members of the same bidding group, except as set out in (i), is not permitted in response to this bid solicitation. If the members of a bidding group participate in additional bids, Canada will choose in its discretion which bids to consider. If the members of a bidding group choose to participate in two bids, each bid must be a physically separate document, clearly marked as a separate bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid must be complete.
- c) For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
 - i. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - ii. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - iii. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - iv. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

3.5 Joint Venture Experience:

- a) Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.
- b) Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

3.6 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 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 and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- b) **Substantiation of Technical Compliance Form:** The technical bid must substantiate the compliance of the Bidder and its proposed products with the specific articles of Annex A (Statement of Requirement) identified in the Form 2 - Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

3.7 Section II: Financial Bid

Pricing: Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

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.

Provincial disposal fees: all unit prices are exclusive of any disposal surcharge. Any provincial disposal surcharge is extra to the price and will be paid by Canada.

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.

3.8 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 evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids. 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:

Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

4.2 Technical Evaluation - Mandatory Technical

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

4.3 Financial Evaluation

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

- b) **Formulae in Pricing Tables**

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

4.4 Basis of Selection

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

4.5 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 following that request.
- 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.

4.6 Supply Chain Integrity Process

A. Definitions

The following words and expressions used in this Supply Chain Integrity Process have the following meaning:

- a) "Products" means any hardware that operates at the data link layer of the OSI Model (Layer 2) and above, any software and Workplace Technology Devices.
- b) "Workplace Technology Devices" means desktops, mobile workstations such as laptops and tablets, smart phones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD and DVD.
- c) "Product Manufacturer" means the entity which assembles the component parts to manufacture a Product.
- d) "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.
- e) "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
- f) "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

B. Mandatory Qualification Submission Requirements

Bidders must submit, with their Response on the RFP closing date, the following SCSI:

IT Product List: Bidders must identify the Products over which Canada's Data would be transmitted and/or stored that will be used and/or installed to perform any part of the Work described in the resulting contract, as well as the following in regards to each Product:

- a) Location: identify where the Product is interconnected within 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 center, security operations center, internet or other public network peering points, etc.);

- b) **Product Type:** identify the generally recognized description used by Industry such as appliance, hardware, software, etc. Components of an assembled Product, such as a module or card assembly, must be provided for all layer 3 internetworking devices;
- c) **IT Component:** identify the generally recognized description used by Industry such as firewall router, switch, server, security appliance, etc.;
- d) **Product Model Name or Number:** identify the advertised name or number of the Product by the Product Manufacturer;
- e) **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 in the resulting contract;
- f) **Identify the Product Manufacturer and/or Software Publisher;**
- g) **Name of Subcontractor** refers to the subcontractor that will provide the Product.

Bidders are requested to provide the IT Product List information on the form at Annex D. It is requested that the Bidders indicate their legal name on each page and insert a page number as well as the total number of pages. Bidders are also requested to insert a separate row for each Product. Bidders are requested not to 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 are considered the same Product with regards to SCSI).

- h) **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:
 - a) The name of the subcontractor;
 - b) The address of the subcontractor's headquarters;
 - c) The portion of the Work that would be performed by the subcontractor; and
 - d) 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. Any subcontractor that could have access to Canada's Data must be identified. 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. Subcontractors would include, for example, technicians who might be deployed or maintain the Bidder's solution. If the Bidder does not plan to use any subcontractors to perform any part of the Work, the Bidder is requested to indicate this in its response.

Bidders are requested to provide their information on form at Annex D. It is requested that Bidders indicate their legal name on each page, insert a page number as well as the total number of pages. Bidders are also requested to insert a separate row for each subcontractor and additional rows as may be necessary.

B. Assessment of Supply Chain Security Information

- a) Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.
- b) In conducting its assessment:
 - i. Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The

- Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the response being disqualified.
- ii. Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the response or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.
- c) If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, 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:
- i. Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) 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 Supply Chain Security Information.
 - ii. The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information 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).
 - iii. If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the response will be disqualified.
- d) 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. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:
- i. qualification pursuant to this RFP does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;
 - ii. qualification pursuant to this RFP does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
 - iii. at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.
 - iv. during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.
- e) All Bidders will be notified in writing regarding whether or not they have qualified under this RFP to proceed to the next stage of the procurement process.

- f) Any Bidder that has qualified under this RFP will be required, when responding to any subsequent bid solicitation under this solicitation process, to propose a solution consistent with the final version of the Supply Chain Security Information it submitted with its response to this RFP (subject to revision only pursuant to the paragraph below). Except pursuant to the paragraph below, no alternative or additional Products or subcontractors may be proposed in the Bidder's solution. This is a mandatory requirement of this solicitation process. The proposed solution during any subsequent bid solicitation does not need to contain all the Products within the final Supply Chain Security Information.
- g) Once a Bidder has been qualified in response to this RFP, no modifications are permitted to the Supply Chain Security Information except under exceptional circumstances, as determined by Canada. Given that not all the exceptional circumstances can be foreseen, whether changes may be made and the process governing those changes will be determined by Canada on a case-by-case basis.

PART 5 CERTIFICATIONS

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

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

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

Mandatory Certifications Required Precedent to Contract Award

5.1 Code of Conduct and Certifications – Related documentation

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

5.2 Federal Contractors Program for Employment Equity – Bid Certification

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

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

5.3 Additional Certifications Precedent to Contract Award

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

5.4 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.

a) **OEM Certification**

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

If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

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 Code of Conduct Certifications – Certifications Required Precedent to Contract Award

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

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

PART 6 FINANCIAL AND OTHER REQUIREMENTS

6.1 Financial Capability

- a) SACC Manual clause A9033T (2011-05-16), Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."
- b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

PART 7 RESULTING CONTRACT CLAUSES

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

7.1 Requirement

_____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirements, in accordance with, and at the prices set out in, the Contract. This includes:

- i. supplying the purchased Hardware
- ii. providing the Hardware Documentation
- iii. providing maintenance and support services for the Hardware during the Hardware Maintenance Period;

a) Client: Under the Contract, the "**Client**" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This contract will be used by SSC to provide shared services to the Royal Canadian Mounted Police.

b) 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.

c) 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;

"Product" means any hardware that operates at the data link layer of the OSI Model (layer 2) and above, any software and Workplace Technology Devices.

"Workplace Technology Devices" means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.

"Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

7.2 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex A of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a ROC or contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.3 Requisition on Contract (ROC)

- a) **Purpose of ROC:** Hardware is to be provided under the Contract on an as-and-when-requested basis and will be ordered by Canada using a Requisition on Contract (“**ROC**”) (see Annex C).
- b) **Process for Issuing a ROC:** If a requirement is identified, a draft ROC will be prepared by the RCMP and accompanied by a quote from the supplier detailing the cost to provide the hardware. The Contractor's ROC quotation must be in accordance with:
 - i. the firm rates set out in Annex B for hardware on an “As and When Requested” Basis.
- c) **Approval Process:** If Canada approves the Contractor's quotation, Canada will issue the ROC by forwarding a signed copy of the final ROC form to the Contractor. Whether or not to approve or issue a ROC is entirely within Canada's discretion.
- d) **ROC Authority and Limitation to Validly Issue a ROC:** To be validly issued, a ROC must include the following signatures:
 - i. For any ROC, inclusive of revisions, with a value less than or equal to \$100,000. the ROC must be signed by the RCMP Technical Authority, the Contractor's Representative, and by the RCMP Procurement Authority or SSC Contracting Authority;
 - ii. For any ROC, inclusive of revisions, with a value more than \$100,000 the ROC must be signed by the RCMP Technical Authority, the Contractor's Representative, and by the SSC Contracting Authority;
 - iii. The SSC Contracting Authority may issue a ROC directly to the Contractor at any value;
 - iv. ROCs can only be issued during the Contract Period; and
 - v. All limitations are inclusive of GST, HST and any applicable provincial disposal surcharges.

Any ROC that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued ROC is done at the Contractor's own risk. If the Contractor receives a ROC that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue ROCs at any time, or reduce or increase the dollar value threshold described above in sub-article i-ii; any suspension or reduction notice is effective upon receipt.

- e) Contents of a ROC:** The ROC must contain the following information, if applicable:
- i. the details of any financial coding to be used;
 - ii. description and quantity of goods being ordered;
 - iii. the interval during which the work is to be carried out (beginning and end dates) and delivery date(s);
 - iv. the specific work location or delivery location;
 - v. the price payable to the Contractor for performing the task; and,
 - vi. any other constraints that might affect the performance of the work.
- g) Price Quotation in Response to a Change Request or ROC or Request for Quote:**
- i. The Contractor will not be paid for providing a quotation or for providing other information required to prepare and respond to a ROC. The Contractor must provide any information requested by Canada in relation to the preparation of a ROC in accordance with the Contract. The Contractor's quotation must remain valid for a period of no less than 3 months. The Contractor must provide a quote 5 days after date of request from SSC.
- h) Price Support:** As requested by Canada in the ROC, the Contractor must submit and be in accordance with:
- i. Price quotation(s) obtained from supplier(s);
 - ii. Prices to be in accordance with Annex B hardware on an "As and When Requested Basis"
- i) Charges for Work under a ROC:** The Contractor must not charge Canada anything more than the price set out in the ROC unless Canada has issued a ROC amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, before being incorporated into the Work, by the applicable Authority, in accordance with the approval process outlined in this Article entitled "Requisition on Contract."
- j) Consolidation of ROCs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued ROCs to date, to document the Work performed under those ROCs for administrative purposes.
- k) Periodic Usage Reports:** The Contractor must compile and maintain records on its provision of goods to the federal government under authorized ROC issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below in Annex E. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the SSC Contracting Authority. From time to time, the SSC Contracting Authority may also require an interim report during a reporting period.
- The quarterly periods are defined as follows:
- a) 1st quarter: April 1 to June 30;
 - b) 2nd quarter: July 1 to September 30;
 - c) 3rd quarter: October 1 to December 31; and
 - d) 4th quarter: January 1 to March 31.

The data must be submitted to the SSC Contracting Authority no later than 5 calendar days after the end of the reporting period.

7.4 Minimum Work Guarantee

- a) In this clause:
 - i. **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract (excluding GST/HST); and
 - ii. **"Minimum Contract Value"** means 20% of the Maximum Contract Value for the Initial Contract Period.
- b) Canada's obligation under the Contract is to request Goods in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article c). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c) In the event that Canada does not request goods in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract:
 - i. for default;
 - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii. for convenience within ten business days of Contract award.

7.5 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://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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.

a) 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"

b) Supplemental General Conditions:

The following Supplemental General Conditions:

- i. 4001 (2015/04/01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance:

apply to and form part of the Contract.

7.6 Contract Period

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

- a) The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends one year later;
- b) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

7.6.2 Option to Extend the Contract:

- a) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- b) Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 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.

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nicole Pontes
Title: Senior Procurement Officer
Organization: Shared Services Canada
Procurement and Vendor Relations
Directorate: Network, End Users and Cyber Security
Address: 180 Kent St, Ottawa, ON K1G 4A8
Telephone: 613-462-2832
E-mail address: Nicole.pontes@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.

7.7.2 RCMP Technical Authority

TO BE DETERMINED

7.7.3 Contractor's Representative

TO BE DETERMINED

7.8 Payment

7.8.1 Basis of Payment

- a) **Purchased Hardware:** For providing the Hardware in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.

Estimated Cost: \$ _____

- b) **Provincial Disposal Surcharge:** All unit prices are exclusive of any disposal surcharge. Any provincial disposal surcharge is extra to the price and will be paid by Canada.
- c) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- d) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

7.8.2 Limitation of Expenditure

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

7.8.3 Method of Payment - Multiple Payments

H1001C (2008/05/12), Multiple Payments

7.8.4 Price Protection - Most Favoured Customer

- a) To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- b) The Contractor also agrees that, if after the date the Contract is issued it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).

- c) At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- d) During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and number and location of service locations).
- e) In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- f) If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- g) Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

7.9 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c) By submitting invoices, the Contractor is certifying that the 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.
- d) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the SSC Contracting Authority.

7.10 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.

7.11 Applicable Laws

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

7.12 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:
 - i. 4001 (2015/04/01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- c) 2030 (2014-09-25), General Conditions - Higher Complexity – Goods;
- d) Annex A, Statement of Requirement;
- e) Annex B, Basis of Payment;
- f) Annex C, Requisitions on Contract (ROC);
- g) Annex D, Request for Product Substitution and Price Revision;
- h) Annex E, Contract Activity Report;
- i) Annex F, SCSI Submission Form; and
- j) the Contractor's bid dated TO BE DETERMINED 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.

7.13 Limitation of Liability - Information Management/Information Technology

- a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in Contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- b) **First Party Liability:**
 - (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any infringement of intellectual property rights to the extent the Contractor reaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
 - (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.

- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) (A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.50 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 ROC used to order goods or services under this instrument), or \$ 1 Million.

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

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

c) Third Party Claims:

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

damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

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

7.14 Joint Venture Contractor

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

Note to 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.

7.15 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 ⁴⁴ Location	As indicated in the ROC issued against the Contract, which may identify any one or more locations in Canada, except locations subject to one or more of the Comprehensive Land Claims Agreements. Canada reserves the right to adjust the location of acceptance for the equipment specified in any ROC. Acceptance may take place at the Contractor's plant or at a warehouse facility. Goods will still remain FOB Destination where the vendor is liable for delivery to all end locations including all shipping costs. The Warranty Period begins on

	the date received by the site authority at the final destination.
Delivery Date	30 calendar days after date of ROC
Contractor must deliver Hardware Documentation	Yes
Contractor must update Hardware Documentation throughout Contract Period	Yes
Hardware Documentation must include maintenance documentation	Yes
Language of Hardware Documentation	The Hardware Documentation is only required to be delivered in English. French version of the documentation, if available, may be required to be delivered to specific Client locations.
Format and Medium on which Hardware Documentation must be Delivered	DVD, CD-ROM or USB key.
Special Delivery Requirements	No
Special Site Delivery or Installation Requirements	No - 4001, Section 4 does not apply to the Contract.
Contractor must Install Hardware at time of Delivery	No
Contractor must Integrate and Configure Hardware at time of Installation	No
Hardware is part of a System	Yes, the System includes the Hardware and the Licensed Software.
Hardware Warranty Period	12 months
Hardware Maintenance Period	12 months
Option to Extend Hardware Maintenance Period	For the purchased Hardware, the Contractor grants to Canada an irrevocable option to extend the Hardware Maintenance Period by 2 one-year periods. These option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Class of Maintenance Service	Return-to-Depot Maintenance Service
Toll-free Telephone Number for Maintenance Service	[to be completed with information from the Contractor at the time of award]
Website for Maintenance Service	[to be completed with information from the Contractor at the time of award]

7.16 Deliverable Substitutions & Alternatives

- a) The Contractor may propose a substitution or alternative for an existing product listed in the Contract, provided the proposed substitute or alternative meets or exceeds the specification(s) of the existing product and the price for the substitute or alternative product does not exceed:
- i. the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
 - ii. the current published list price of the substitute product, minus any applicable Government discount; or
 - iii. the price at which the substitute product is generally available for purchase, whichever is the lowest.
- b) The proposed substitution/alternative may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).

- c) Substitute or alternative items must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution or alternative is acceptable. Whether or not to accept or reject a proposed substitution or alternative is entirely within the discretion of Canada. If Canada does not accept a proposed substitution or alternative, the Contractor must continue to deliver the original product. If accepted, the substitution will be documented for the administrative purposes of Canada by a contract amendment, by removing the existing product and including the substitution instead. If accepted, the addition of any alternative product will be documented for the administrative purposes of Canada by a contract amendment, by adding the alternative as a product under the Contract. Once an alternative product has been included in the Contract, Canada may purchase either product, at its option.
- d) The ability to propose a substitution or alternative for any given product does not relieve the Contractor of its obligation to make delivery of the existing product when ordered within the period set out in the Contract, regardless of whether or when the proposed substitution is approved.

7.17 Extension of Existing Product Line

- a) During the Contract Period, if technological improvements have been made to the products available for purchase under the Contract, the Contractor may propose new products that are an extension of an existing product line or the "next generation" of an existing product line that meet or exceed the specification(s) of existing products under the Contract, if the price for the new product does not exceed:
 - i. the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract plus 5%;
 - ii. the current published list price of the substitute product, minus any applicable Government discount; or
 - iii. the price at which the substitute product is generally available for purchase, whichever is the lowest.
- b) The proposed new product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- c) Whether or not to accept or reject a proposed new product is entirely within the discretion of Canada. If Canada does not accept a proposed new product that is proposed to replace an existing product, the Contractor must continue to deliver the original product. If accepted, the addition of the new product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new product to the Contract.
- d) No new products will be included in the Contract until one year after the Contract is awarded.

7.18 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.

7.19 Safeguarding Electronic Media

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

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

7.20 On-going Supply Chain Integrity Process

7.20.1 Supply Chain Integrity Process: The Parties acknowledge that a Supply Chain Integrity Process assessment was a key component of the procurement process that resulted in the award of this Contract. In connection with that assessment process, Canada assessed the Contractor's Supply Chain Security Information (SCSI) without identifying any security concerns. The following SCSI was submitted:

- a) an IT Product List;
- b) a list of subcontractors; and
- c) network diagram(s).

This SCSI is included as Annex F. The Parties also acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SCSI will be required throughout the Contract Period. This Article governs that process.

7.20.2 Assessment of New SCSI: During the Contract Period, the Contractor may need to modify the SCSI information contained in Annex F. In that regard:

- a) The Contractor, starting at contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged. Changes made to the IT Product List.
- b) The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.
- c) Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
- d) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSI.

7.20.3 Identification of New Security Vulnerabilities in SCSI already assessed by Canada:

- a) The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.
- b) The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSI that have already been the subject of an SCSI assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

7.20.4 Addressing Security Concerns:

- a) If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.
- b) At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
 - i. provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
 - ii. if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
 - iii. implement the mitigation plan approved by Canada.

This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.

- c) Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

7.20.5 Cost Implications:

- a) Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment. However, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
 - i. with respect to Products already assessed without security concerns by Canada pursuant to an SCSl assessment, evidence from the Contractor of how long it has owned the Product;
 - ii. with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
 - iii. evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
 - iv. the normal useful life of the Product;
 - v. any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
 - vi. the normal useful life of the proposed replacement Product;

- vii. the time remaining in the Contract Period;
 - viii. whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
 - ix. whether or not the Product being replaced can be redeployed to other customers;
 - x. any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
 - xi. any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
 - xii. the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- b) Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.
- c) Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada's requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

7.20.6 General:

- a) The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.
- b) The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.
- c) Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.
- d) If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 8(3).
- e) Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same

Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

7.21 Subcontracting

Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Contracting Authority has first consented in writing. In order to seek the Contracting Authority's consent, the Contractor must provide the following information:

- a) the name of the subcontractor;
- b) the portion of the Work to be performed by the subcontractor;
- c) the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
- d) the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada's facilities;
- e) completed sub-SRCL signed by the Contractor's Company Security Officer for CISD completion; and
- f) any other information required by the Contracting Authority.

7.21.1 For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

7.22 Change of Control

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

- a) 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:
 - 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 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
 - 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.
- b) 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;
- c) 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
- d) any other information related to ownership and control that may be requested by Canada.
- e) If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of

General Conditions 2035 (General Conditions – Higher Complexity – Services), provided the information has been marked as either confidential or proprietary.

7.22.2 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.

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

7.22.4 If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.

7.22.5 If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 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.

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

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

ANNEX A

STATEMENT OF REQUIREMENT

In Car Printers for the Royal Canadian Mounted Police (RCMP)

1.0 Objective: The RCMP requires the provision and delivery of Mobile printers and Vehicle Adapters in accordance to the requirement and the terms and conditions listed herein.

2.0 Background: The requirement supports the Electronic Summary Offence Ticketing (e-Ticketing) Program.

3.0 Requirement:

3.1 Mobile printer Technical Mandatory Requirement

- a. The Mobile Printer must operational in a vehicular environment
- b. Use the direct Thermal Print Technology
- c. Must print on
 - i. Letter sized paper: 8.5" x 11"; and
 - ii. Legal sized paper 8.5" x 14"; and
 - iii. Any manufacturer thermal paper
- d. Must have a minimum resolution of: 300dpi
- e. Must print at a minimum speed of: 6ppm
- f. Load paper: roll feed with manuan feed option
 - i. Must have an optical sensor to stop printing at the 11" and 14" mark; and
 - ii. Lengths listed above must be customer configurable
- g. Must have an Input power Range of: 1- = 17vDC. The devices must include
 - i. A wired power cable for in car installation; and
 - ii. AC/DC adapter and power cord for non in-car use
- h. Must be operational using an internal battery that is rechargeable type: NiMH or Li-ION
 - i. The internal battery must be capable of being charged when installed in the printer
- i. Must consume minimal battery power, defined as:
 - i. When not in use < 2W; and
 - ii. When in use < 50W
- j. OS must be compatible with the following: Windows XP SP3, Windows 7 32 and 64 bit, Windows 8.1, Windows 10.
- k. Must have an interface that is USB 2.0 or higher (wireless connection is not acceptable). If the capability for any wireless communication (WiFi, Bluetooth, Infra-red or others) is available, it must have the option of being completely disabled.

- I. Must be CSA approved
- m. Must include the following Industry Canada Compliance Statement: "This Class B digital apparatus complies with Canadian ICES-003"
- n. Printer Size (maximums): W: 2.20" L: 10.05" H: 1.20". The printer and paper are mounted in a metal box that is part of the vehicular console. The box is divided into two section for paper and printer mounting. The printer section of the mount is the above noted measurements.
- o. USB Cable: Must be 4 to 6 feet long, inclusive.
- p. Be operational in temperatures of 5 to 35 degrees Celsius and storage temperatures of -15 to 40 degree Celsius.

3.2 Vehicle Adapter Mandatory requirements

- a. Each printer must include a hard wired vehicle power adapter. The length must be a minimum of 12ft and a maximum of 14ft.

ANNEX B
BASIS OF PAYMENT

Attached as a separate Excel Spreadsheet.

Annex D – Request for Product Substitution and Product Revision

Attached as a separate Excel Spreadsheet.

Annex E – SCSI Submission Form

Attached as a separate excel spreadsheet

Form 1 - BIDDER FORMS

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> [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.]		
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)		
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: <ol style="list-style-type: none"> 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			
Substantiation of Technical Compliance Form			
Article of Statement of Requirement	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid	Compliant (Y/N)
3.1	Mobile Printer		
3.1 a)			
3.1 b)			
3.1c)			
3.1 d)			
3.1 e)			
3.1 f)			
3.1 g)			
3.1 h)			
3.1 i)			
3.1 j)			
3.1 k)			
3.1 l)			
3.1 m)			
3.1 n)			
3.1 o)			
3.1 p)			
3.1 q)			
3.2	Vehicle Adapter		
3.2 a)			

Form 3

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 _____