



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Mainframe & Business Software Procurement Division /
Div des achats des ordi principaux et des logiciels de
gestion

11 Laurier St. / 11, rue Laurier

4C1, Place du Portage III

Gatineau

Quebec

K1A 0S5

Title - Sujet SMART CARD SOLUTION RFP (16/17)	
Solicitation No. - N° de l'invitation 47419-176802/A	Date 2016-11-03
Client Reference No. - N° de référence du client 1000326802	
GETS Reference No. - N° de référence de SEAG PW-\$EEM-013-30571	
File No. - N° de dossier 013eem.47419-176802	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-12-13	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Huyen Le, Lisa	Buyer Id - Id de l'acheteur 013eem
Telephone No. - N° de téléphone (819) 956-1113 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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
SMART CARD SOLUTION
FOR
CANADA BORDER SERVICES AGENCY

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BID SOLICITATION SMART CARD SOLUTION FOR CANADA BORDER SERVICES AGENCY

PART 1 - GENERAL INFORMATION

1.1 Notice to Bidders

Notice to Bidders: Supply Chain Security Information; Supply Chain Integrity Process

This bid solicitation contains a security requirement in relation to the supply chain of the Bidders to provide this information to Canada, see Section 3.6 of Part 3 - Bid Preparation Instructions for additional information on the integrity assessment of bidders' supply chain security information.

1.2 Introduction

The bid solicitation is divided into seven parts plus 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 Requirements and any other annexes.

1.3 Summary

This bid solicitation is being issued to satisfy the requirement of Canada Border Services Agency (CBSA) (the "**Client**") for a fully configured, commercial off-the-shelf Smart Card Solution (the "**Solution**"), inclusive of Licensed Software, maintenance and support. It is intended to result in

the award of a Contract for 1 year, plus 4 one-year irrevocable options allowing Canada to extend the term of the Contract. The Solution must include:

- a) Perpetual user licenses for the Smart Card Management Software;
 - b) Software maintenance and support services on the perpetual user licenses for the Smart Card Management Software;
 - c) Perpetual user licenses for the Smart Card Middleware (SafeNet Authentication Client v8.3.73.0) Software;
 - d) Software maintenance and support services on the perpetual user licenses for the Smart Card Middleware (SafeNet Authentication Client v8.3.73.0) Software;
 - e) Optional Solution Smart Cards;
 - f) Optional Solution Smart Card Readers/Writers;
 - g) Optional Solution Product Expert professional services; and
 - h) Optional System Administrator instructor-led classroom Training Sessions.
- a) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organizational security screening or security clauses, Bidders should refer to the Industrial and Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- b) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).
- c) The Federal Contractors Program (FCP) for employment equity applies to this procurement: see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the form titled "Federal Contractors Program for Employment Equity - Certification".
- d) The national security exceptions provided for in the trade agreements have been invoked; therefore this procurement is excluded from all of the obligations of the trade agreements.

1.4 Communications Notification

As a courtesy, the Government of Canada requests that successful Bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a Contract.

1.5 Debriefings

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

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) (<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 (2016-04-04) 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.
- d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (i) Delete: 60 days
 - (ii) Insert: 180 days

2.2 Submission of Bids

- a) Bids must be submitted only to Public Works and Government Services Canada PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- b) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

- a) Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on Contracts awarded to FPS, Bidders must provide the information required below before Contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.
- b) **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

 - (i) an individual;
 - (ii) an individual who has incorporated;
 - (iii) a partnership made of former public servants; or

- (iv) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, .C-8.

c) Former Public Servant in Receipt of a Pension

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

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

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

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

d) Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other Contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Bid Solicitation

- a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 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.

2.5 Applicable Laws

- a) Any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

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

2.6 Improvement of Requirement During Solicitation Period

Should Bidders consider that the specifications or Statement of Requirements contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.7 Volumetric Data

The data at Annex A – Appendix C has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the Smart Card Solution will be consistent with this data. It is provided purely for information purposes.

2.8 Non-Disclosure Agreement

By submitting its SCSI, and in consideration of the opportunity to participate in this procurement process, the Bidder agrees to the terms of the non-disclosure agreement contained in Section 5 of **Annex H, Supply Chain Integrity Process**.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- a) **Copies of Bid:** Canada requests that Bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (6 hard copies and 2 soft copies on CD or DVD or USB key)
- (ii) Section II: Financial Bid (2 hard copies and 1 soft copy on CD or DVD or USB key)
- (iii) Section III: Certifications (2 hard copies and 1 soft copy on CD or DVD or USB key)

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

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

- b) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

- c) **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:

- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
- (ii) 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.

- d) **Submission of Multiple Bids:**

- (i) A Bidder, including related entities, will be permitted to participate in the submission of:
 - (A) one bid by the Bidder on its own and one bid from a related entity to the Bidder submitted in a joint venture that includes at least one party that is not related to the Bidder;
 - (B) two bids submitted in joint venture, each of which contains one or more related entities, where at least one of the joint ventures includes at least one party that is not a related entity to the Bidder; or

- (C) two bids, each of which is from the Bidder and a related entity to the Bidder on its own.
 - (ii) The submission of multiple bids, except as set out in (i), is not permitted in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (not in accordance with (i)), Canada will provide those Bidders with 2 working days to identify the bids to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified. If multiple bids are submitted, 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.
 - (iii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be **"related"** to a Bidder if:
 - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (B) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - (C) 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
 - (D) 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.
- e) **Joint Venture Experience:**
- (i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A Bidder is a joint venture consisting of members L and O. A bid solicitation requires that the Bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the Bidder has previously done the work. This Bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
 - (ii) A joint venture Bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

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 service, 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 criterion, 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.
 - (iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture

member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A Bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the Bidder demonstrate experience providing resources for a minimum number of 100 billable days, the Bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and Contracts signed by A and B in joint venture, or
- Contracts signed by B and Contracts signed by A and B in joint venture.

That show in total 100 billable days.

- (iv) 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 bid solicitation period.

3.2 Section I: Technical Bid

- a) 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.
- b) 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.
- c) The technical bid consists of the following:
- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form 1 with their bids. It provides a common form in which Bidders can provide information required for evaluation and Contract award, such as a contact name 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.
- (ii) **Security :** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION	
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

If the Bidder has not included the security information in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

- (iii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex A (Statement of Requirements) identified in the Substantiation of Technical Compliance Form 2, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form 2 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 to additional Substantiating Materials included in Bid" column of the Substantiation of Technical Compliance Form 2, 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.
- (iv) **Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed Subcontractor or any affiliate of the Bidder); (ii) a project must have been completed by the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting Contract if the project was for the performance of work that closely matches the descriptions of the Requirements identified in Annex A. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given resource category.
- (v) **Proposed Resources:** The technical bid must include résumés for the resources identified in Annex A – Table F. The same individual must not be proposed for more than one Resource Category. The Technical Bid must demonstrate that each

proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:

- (A) Proposed resources may be employees of the Bidder or employees of a Subcontractor, or these individuals may be independent Contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
- (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).
- (D) For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
- (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

(vi) **Customer Reference Contact Information:**

(A) The Bidder must provide customer references. The customer reference must each confirm, when requested by Contracting Authority the facts identified in the Bidder's bid, as required by Annex A.

(B) The form of question to be used to request confirmation from customer references is as follows:

Sample Question to Customer Reference: "Has [the Bidder] provided your organization with [the same product as proposed in the bid] and provided maintenance and support for a minimum of 1 twelve-month period in the last 7 years?"

____ Yes, the Bidder has provided my organization with the services described above.

____ No, the Bidder has not provided my organization with the services described above.

____ I am unwilling or unable to provide any information about the services described above.

(C) For each customer reference, the Bidder must, at a minimum, provide the customer name, and name, telephone number and e-mail address for each contact person.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

(vii) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.

(viii) **List of Proposed Components including Hardware:** The Bidder must include a complete list identifying both the name and the version number of each component of the Solution including Hardware.

(ix) **Solution System Architecture:** The Bidder must include an overview of the proposed Software Solution's technical architecture.

3.3 Section III: Financial Bid

a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

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

- c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- d) **Exchange Rate Fluctuation:**
C3011T (2013-11-06), Exchange Rate Fluctuation

3.4 Section IV: Certifications

It is a requirement that Bidders submit the certifications required under Part 5.

3.5 Section V: Additional Information

- a) **Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures**

As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of the Bidder's and proposed individual(s)' site(s) or premises for which safeguarding measures are required for Work Performance.

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposal individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

Bidders are requested to indicate this information on their Bid Submission Form.

3.6 Section VI: Supply Chain Security Information

Bidders must submit specific information regarding each component of their proposed Solution's supply chain ("Supply Chain Security Information" or "SCSI") as defined in Section 3 of **Annex H, Supply Chain Integrity Process**. The Supply Chain Security Information must be submitted in this Section. The Supply Chain Security Information will be used by Canada to assess whether, in its opinion, a Bidder's proposed supply chain creates the possibility that the Bidder's proposed Solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with the Supply Chain Security Information assessment as described in **Annex H, Supply Chain Integrity Process**.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b) An evaluation team composed of representatives of Canada and consultant(s) will evaluate the bids.
- c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - (A) verify any or all information provided by the Bidder in its bid; or
 - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
 - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- d) **Evaluated:** Only a certain number of resources per resource category will be evaluated as part of this bid solicitation as identified in Annex A. Additional resources will only be assessed after Contract award once specific tasks are requested of the Contractor. After Contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract's Statement of Requirements in accordance with Annex A Table F.

4.2 Technical Evaluation - Mandatory Technical Criteria

- 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 technical criteria are described in Annex A – Tables A-G.
- d) **Reference Checks:**
 - (i) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day using the e-mail address provided in the bid. A Bidder will not meet the mandatory experience requirement unless the response is received within 5 working days of the date that Canada's e-mail was sent.
 - (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 1 working day to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.
 - (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
 - (iv) A Bidder will not meet the mandatory experience requirement if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- e) Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all Bidders who have not, at that point, been found non-responsive.
- f) **Proof of Proposal Test for Top-Ranked Bid:**
 - (i) Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex A. The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in Annex A, or the PoP test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in Annex A (it is within the Contracting Authority's sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoP test.

- (ii) After being notified by the Contracting Authority, the Bidder will be given a maximum of **5** working days ("Pre-Installation Period") to start the installation of the proposed solution under the direction and supervision of the Technical Authority or authorized representative(s). During this Pre-Installation Period and prior to the start of the installation, the Bidder must provide to the Contracting Authority a full list of all individuals participating in the installation and PoP test as well as a list of any components or equipment the Bidder will require to bring on site for the installation and operation of the PoP test. The installation must be completed and functional within 5 working days of the Bidder starting the installation (7.5 hrs/day during normal working hours, to be determined by the Contracting Authority). Canada will then conduct the PoP test. Up to 3 representatives of the Bidder may be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within **10** working days.
- (iii) Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. If the Bidder's score is reduced as a result of the PoP test, Canada will reassess the ranking of all Bidders.
- (iv) In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.
- (v) If, during the initial installation of the software for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

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.

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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.

c) Substantiation of Professional Services Rates

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

- (i) an invoice (referencing a Contract serial number or other unique Contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the National Capital Region in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the Contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;
- (iii) in respect of each Contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that Contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

4.4 Basis of Selection

- a) 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.

Bidders should note that all Contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed Contract. Despite the fact that the Bidder may have been recommended for Contract award, a Contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no Contract will be awarded.

- b) If more than one Bidder is ranked first because of identical overall scores, then the names of all such first ranked Bidders will be placed in a hat and the winner will be the first name drawn from it. All first ranked Bidders will be invited to witness the event.

4.5 Supply Chain Integrity Process

- a) Canada will assess whether, in its opinion, the top-ranked bidders' supply chain creates the possibility that bidders' proposed solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with Section 4 of **Annex H, Supply Chain Integrity Process**.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with Bid

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

a) Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, the completed Declaration Form 1, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

a) Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the names of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

b) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\)](#) - Labour's website.

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

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

The Bidder must provide the Contracting Authority with a completed annex Form 5 Federal Contractors Program for Employment Equity - Certification, before Contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

c) Professional Services Resources

- (i) By submitting a bid, the Bidder certifies that, if it is awarded a Contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (ii) By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting Contract.
- (iii) If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
 - (A) the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
 - (B) the name, qualifications and experience of a proposed replacement immediately available for work; and
 - (C) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:

- (A) set aside the bid and give it no further consideration; or
- (B) evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

- (iv) If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

d) Bidder Certifies that All Software is "Off-the-Shelf"

Any software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of 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 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 of the software bid is off-the-shelf.

e) Software Publisher Certification and Software Publisher Authorization

- (i) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form (Form 3) included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (ii) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form (Form 4) included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (iii) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- a) Before award of a Contract, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses; and
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
 - (iv) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (v) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV, Additional Information.
- b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a Contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- c) For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- d) In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- a) _____ (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) granting the licenses to use the Licensed Software described in the Contract;
 - (ii) providing the Software Documentation;
 - (iii) providing Smart Cards, as and when requested by Canada;
 - (iv) providing Smart Card Readers and Writers, as and when requested by Canada;
 - (v) providing maintenance and support for the Licensed Software during the Software Support Period;
 - (vi) providing professional services, as and when requested by Canada;
 - (vii) providing training, as and when requested by Canada,
- to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- b) **Client:** Under the Contract, the "**Client**" is Canada Border Services Agency (CBSA).
- c) **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.
- d) **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:
- (i) 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 Hardware.
 - (ii) "**Canada's Data**" means any data originating from the Work, any data received in contribution to the Work or any data that is generated as a result of the delivery of security, configuration, operations, administration and management services, together

with any data that would be transported or stored by the contractor or any subcontractor as a result of performing the Work under any resulting contract;

- (iii) **“Product”** means any hardware that operates at the data link layer of the Open Systems Interconnection model (OSI Model) Layer 2 and above; any software; and any Workplace Technology Device;
- (iv) **“Workplace Technology Device”** means any desktop, mobile workstation (such as a laptop or tablet), smart phone, or phone, as well as any peripheral item or accessory such as a monitor, keyboard, computer mouse, audio device or external or internal storage device such as a USB flash drive, memory card, external hard drive or writable CDs and DVDs or other media;

7.2 Optional Goods and/or Services

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A and Annex B 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 Contract amendment.
- b) 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 Task Authorization

- a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b) **Form and Content of draft Task Authorization:**
 - (i) The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form" specified in Annex E.
 - (ii) The draft Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The draft TA will also include the applicable basis (bases) and method (methods) of payment as specified in the Contract.
 - (iii) A draft Task Authorization must also contain the following information, if applicable:
 - (A) the task number;
 - (B) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - (C) the details of any financial coding to be used;
 - (D) the categories of resources and the number required;
 - (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);

- (F) the start and completion dates;
 - (G) milestone dates for deliverables and payments (if applicable);
 - (H) the number of person-days of effort required;
 - (I) whether the work requires on-site activities and the location;
 - (J) the language profile of the resources required;
 - (K) the level of security clearance required of resources;
 - (L) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (M) any other constraints that might affect the completion of the task.
- c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within 5 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- d) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**
- To be validly issued, a TA must include the following signatures:
- (i) for any TA with a value, inclusive of revisions, of less than or equal to \$25,000 (including Applicable Taxes), the TA must be signed by:
 - (A) the Technical Authority; and
 - (B) a representative from the Contractor;
 - (ii) for any TA with a value greater than this amount, a TA must include the following signatures:
 - (A) the Technical Authority; and
 - (B) a representative from the Contractor; and
 - (C) the Contracting Authority.

Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA 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 TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

e) Periodic Usage Reports:

(i) The Contractor must compile and maintain records on its provision of services to the federal government under the Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. 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 Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

(ii) 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 Contracting Authority no later than 30 calendar days after the end of the reporting period.

(iii) Each report must contain the following information for each validly issued TA (as revised):

- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- (B) a title or a brief description of each authorized task;
- (C) the name, Category of Personnel and level of each resource involved in performing the TA, as applicable;
- (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
- (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- (F) the start and completion date for each authorized task; and
- (G) the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

(iv) Each report must also contain the following cumulative information for all the validly issued TAs (as revised):

- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last revised, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and
- (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.

f) **Pre-Cleared Resources:**

The Contractor must:

- (i) ensure that the specific individuals named in the Contractor's Bid of this Contract or acceptable alternatives remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with this Contract, and must also ensure that these individuals maintain any professional qualifications and security levels associated with the corresponding resource categories of the bid solicitation for which they are available; and
- (ii) avoid delays associated with the Contract's security requirements by initiating the assessment and security clearance of additional resources by Canada within 5 business days of Contract award and on an ongoing basis during the Contract Period, in the quantities specified for each resource category in the Annex. Each such resource must meet the minimum qualifications applicable to the resource category for which they are available, as well as the security requirements identified in the Contract. If accepted by Canada, the Contract will be amended to list each such resource by name.

The resources identified in the Contract must be maintained and available in the quantities specified throughout the Contract Period. There is no limit to the number of resources that the Contractor may submit for consideration and assessment on an ongoing basis; however, the submission of alternatives does not relieve the Contractor from its obligation to provide, for a given task, specific individuals agreed to be provided to Canada in a validly issued TA or elsewhere as required by the terms of this Contract.

- g) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

7.4 Standard Clauses and Conditions

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

a) **General Conditions:**

- (i) 2030 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract and is amended as follows:
 - (A) Section 05 (2008-04-04) Conduct of Work is deleted in its entirety and replaced with the following:

2030 (2008-05-12) Conduct of Work

- 1. The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and

- c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 28, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.
8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

(B) At Section 37 (2008-05-12) No bribe, insert:

2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.

3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.

4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

(C) Insert the following as Section 46 Harassment in the workplace:

2030 46 (2008-05-12) Harassment in the workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

(D) Insert the following as Section 47 Access to Information:

2030 47 (2012-07-16) Access to Information

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance:
- (ii) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;

- (iii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

7.5 Security Requirement

- a) The following security requirements (*SRCL and related clauses provided by ISP*) apply and forms part of the Contract.
- (i) The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding and Production Capabilities at the level of **PROTECTED A**, issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
 - (ii) The Contractor personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
 - (iii) The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED A**.
 - (iv) Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PSPC.
 - (v) The Contractor must comply with the provisions of the:
 - (A) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (B) Industrial Security Manual (Latest Edition).

b) **Contractor's Site(s) or Premises Requiring Safeguarding Measures**

The Contractor must diligently maintain up-to-date, the information related to the Contractor's and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

7.6 Contract Period

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

- (i) The **"Initial Contract Period"**, which begins on the date the Contract is awarded and ends 1 year later; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b) **Option to Extend the Contract:**
 - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor 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

a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Lisa Huyen Le
Title: Supply Specialist, Public Works and Government Services
Canada, Acquisitions Branch
Directorate: Software and Shared Systems and Procurement Directorate's
(SSSPD)
Address: PDP III, 11 Rue Laurier, Tower C, 4C1
Gatineau, QC K1A 0S5
Telephone: 873-469-4661
E-mail address: Lisa.HuyenLe@tpsgc-pwgsc.gc.ca

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

b) Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
E-mail address: _____

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

c) **Contractor's Representative**

(Fill in as applicable)

d) **Supply Chain Security Authority**

The Supply Chain Security Authority for the Contract is:

Name: _____
Title: _____
SSC: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Supply Chain Security Authority is the SSC representative and is responsible for all matters concerning the ongoing Supply Chain Integrity Process under the Contract. Neither the Contracting Authority nor the Technical Authority have any authority to advise or authorize any information in relation to the Supply Chain Integrity Process. All other security-related matters remain the responsibility of the Contracting Authority.

7.8 Proactive Disclosure of Contracts with Former Public Servants

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

7.9 Payment

a) **Basis of Payment**

- (i) **Licensed Software:** For the license(s) to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation), 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. The firm prices include the warranty during the Software Warranty Period.
- (ii) **Maintenance and Support for Licensed Software:** For maintenance and support services throughout the initial Software Support Period, in accordance with the Contract, Canada will pay the Contractor, in advance, the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra. If additional licenses to use the Licensed Software are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of licenses divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those licenses for a partial year).
- (iii) **Optional Additional Software Licenses:** For additional licenses for additional Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price per user set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.

- (iv) **Optional Software Support:** If Canada exercises its option to extend the Software Support Period, Canada will pay the Contractor the firm annual price set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.

If additional Development License Users and Read Only License Users are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of Users divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those Users for a partial year).

- (v) **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B), Applicable Taxes extra.
- (vi) **Optional Training:** For training courses, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm per diem price per course set out in Annex B, upon completion of the course, Applicable Taxes extra.
- (vii) **Optional Smart Cards and Smart Card Readers/Writers:** If Canada exercises its option to purchase Smart Cards and/or Smart Card Readers/Writers, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.
- (viii) **Travel and Living Expenses – National Joint Council Travel Directive:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.
- (ix) **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.
- (x) **Professional Services Rates:** In Canada's experience, Bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded Contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- (xi) **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.

b) **Limitation of Price**

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

c) **Method of Payment - Multiple Payments**

H1001C (2008-05-12), Multiple Payments

d) **Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the validly issued Task Authorization in accordance with the payment provisions of the Contract if:

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

e) **Method of Payment - Licensed Software**

Canada will pay the Contractor within 30 days following acceptance or within 30 days of receiving a complete invoice (and any required substantiating documentation), whichever is later. If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

f) **Method of Payment - Advance Payment**

- (i) Canada will pay the Contractor in advance for the maintenance and support services if:
 - (A) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (B) All such documents have been verified by Canada.
- (ii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

g) **Discretionary Audit**

C0100C (2010-01-11), Discretionary Audit - Commercial Goods and/or Services

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

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

7.10 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 (other than for any items subject to an advance payment), 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 Contracting Authority.

7.11 Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, or fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.12 Federal Contractors Program for Employment Equity - Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.13 Applicable Laws

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

7.14 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 Manual clauses incorporated by reference in these Articles of Agreement;
- b) supplemental general conditions, in the following order:
 - (i) 4001;
 - (ii) 4003;
 - (iii) 4004;
- c) General conditions 2030;
- d) Annex A, Statement of Requirements
- e) Annex B, Basis of Payment
- f) Annex C, Security Requirements Check List;
- g) Annex D, Tasking Assessment Procedure
- h) Annex E, Task Authorization Form
- i) Annex F, Resources Assessment Criteria and Response Table
- j) Annex G, Certifications at the TA Stage
- k) Annex H, Supply Chain Integrity Process
- l) the signed Task Authorizations and any Certifications they required (*including all of their annexes, if any*);
- m) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert the time of contract award*), as clarified on _____ "or" as amended on _____ (*insert date(s) of clarification(s) or amendment(s) if applicable*), 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.

7.15 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.16 Insurance – No Specific Requirement

SACC Manual clause G1005C (2016-01-28) Insurance Requirements

7.17 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 breaches 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 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.

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

- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore

Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

c) **Third Party Claims:**

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability 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).

7.18 Joint Venture Contractor

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

7.19 Hardware (Smart Cards and Smart Card Readers/Writers)

- a) With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery Location	National Capital Region (Ottawa, Ontario / Gatineau, Quebec)
Contractor must deliver Hardware Documentation	Yes; the Contractor must provide the CBSA Technical Authority with online access to the Contractor's site to download copies of hardware documentation.
Language of Hardware Documentation	The Hardware Documentation is only required to be delivered in English.
Toll-free Telephone Number for Maintenance Service	[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].
Website for Maintenance Service	[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].

7.20 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.

7.21 Licensed Software

- a) With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ <i>[this information will be completed at Contract award using information in the Contractor's bid]</i>
Type of License being Granted	User License
Number of Users Licensed	25 Smart Card Management Software Users 25 Smart Card Middleware (SafeNet Authentication Client) Software Users
Option to Purchase Licenses for Additional Users	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Annex B on the same terms and conditions as the initial User licenses granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a Contract amendment.
Language of Licensed Software	The Licensed Software must be delivered in both French and English.
Delivery Location	<i>National Capital Region (Ottawa, Ontario / Gatineau, Quebec)</i>
Media on which Licensed Software must be Delivered	CD-ROM or Internet Download
Software Warranty Period	12 months
Software Documentation	Upon Contract Award, the Contractor must provide the CBSA Technical Authority with online access to the Contractor's site to download copies of all installation, setup, management, configuration, and User and Administrator documentation.

- b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be

continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

7.22 Licensed Software Maintenance and Support

- a) With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	Initially from Contract Award date up to and including 1 year later
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licences supported under the Contract.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 4 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The 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.
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: _____ Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p>[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</p>

Website	<p>In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____.</p> <p>[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].</p>
Language of Support Services	The Support Services must be provided in English.

7.23 Training

a) Providing Software Training:

- (i) The Contractor must provide System Administrator Classroom training on the Smart Card Management Software that forms part of the Software Solution on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.
- (ii) Canada may issue a Task Authorization whenever it has at least 1 person who require training.
- (iii) The training must be provided at a site provided by CBSA in the National Capital Region and be available for up to 10 CBSA resources at the same time,, as requested in the Task Authorization.
- (iv) The training must be available within 30 working days of the Task Authorization being issued.
- (v) The training, including both the instruction and the course materials, must be provided in both Official Languages (English and French).
- (vi) Before providing any training, at least 10 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.
- (vii) All System Administrator Classroom Training must include the following topics (at a minimum): installation, configuration, troubleshooting, operational instruction, use and maintenance of the Solution's functions and mechanisms (including Security), quick fixes to common problems, the setting up of reporting functionality.
- (viii) Upon completion of System Administrator training, the Contractor must provide online access to English information on the technical use, configuration, trouble shooting and basic maintenance of the Solution as well as outlining preventative maintenance, operation instruction, quick fixes to common problems and installation and removal of the Contractor's Solution.

7.24 Professional Services - General

- a) The Contractor must provide professional services relating to *the implementation, and deployment of the Licensed Software, including migration and configuration of Data into the Solution*. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b) If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c) In General Conditions 2030, Section 09 titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - (B) security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.
- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:
 - (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Section titled "Default of the Contractor", or
 - (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the Excusable Delay Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project

(including those for the Crown) being performed by the Contractor or any of its affiliates.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.25 Safeguarding Electronic Media

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

7.26 Reporting Requirements

The Contractor must provide to the Technical Authority by the 15th of each month, during the Contract Period, an electronic copy of the following logs and reports covering the period of the previous month:

- a. An electronic Report in an Excel Spreadsheet in English identifying all Smart Cards provided to CBSA; all Smart Cards returned by CBSA cross referenced by serial number, date of delivery, date of receipt; and
- b. An electronic Report in Microsoft Word in English identifying all problems reported to the Contractor's Technical Help Desk and including at a minimum:
 - 1. Activity summary;
 - 2. Open and closed action items with item description and status;
 - 3. Risks and response to risks;
 - 4. Major activities planned for the succeeding month; and
 - 5. Status of baseline changes.

7.27 Representations and Warranties

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

7.28 Access to Canada's Property and Facilities

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

7.29 Termination for Convenience

With respect to Section 32 of 2030, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

7.30 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or Subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as Contractor Representatives prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or Subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.

- d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority, and 20 working days to rectify the underlying problem.
- e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

7.31 Notification

The Contractor's Solution must be able to accommodate any Government of Canada mandated updates to the infrastructure as detailed in Annex A - Appendix C, within six (6) months of the mandate notification unless otherwise agreed to by all Parties.

7.32 Ongoing Supply Chain Integrity Process

- a) **Supply Chain Integrity Process:** The Parties acknowledge that a Supply Chain Integrity Process 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:

- (i) an IT Product List;
- (ii) a list of subcontractors; and
- (iii) network diagram(s).

This SCSI is included as Annex H - Supply Chain Integrity Process. 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.

- b) **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI contained in Annex H- Supply Chain Integrity Process. In that regard:
 - (i) 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 Supply Chain Security Authority in writing that the existing list is unchanged. Changes made to the IT Product List must be accompanied with revised Network Diagram(s) when applicable.
 - (ii) The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Supply Chain Security 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.
 - (iii) Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Supply Chain Security Authority, provide any information that Canada requires to perform its assessment.

- (iv) 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 SCSl.
- c) **Identification of New Security Vulnerabilities in SCSl already assessed by Canada:**
 - (i) 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.
 - (ii) 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 SCSl that have already been the subject of an SCSl assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.
- d) **Addressing Security Concerns:**
 - (i) 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 Supply Chain Security Authority.
 - (ii) 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:
 - (A) provide Canada with any further information requested by the Supply Chain Security Authority so that Canada may perform a complete assessment;
 - (B) if requested by the Supply Chain Security Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Supply Chain Security 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
 - (C) 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.

- (iii) 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 Supply Chain Security 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 Supply Chain Security 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 Supply Chain

Security Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

e) **Cost Implications:**

- (i) 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:
 - (A) with respect to Products already assessed without security concerns by Canada pursuant to an SCI assessment, evidence from the Contractor of how long it has owned the Product;
 - (B) 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;
 - (C) 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;
 - (D) the normal useful life of the Product;
 - (E) any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
 - (F) the normal useful life of the proposed replacement Product;
 - (G) the time remaining in the Contract Period;
 - (H) 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;
 - (I) whether or not the Product being replaced can be redeployed to other customers;
 - (J) 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;
 - (K) 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
 - (L) the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- (ii) Additionally, if requested by the Supply Chain Security 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 Supply Chain Security Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Supply Chain Security 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.

- (iii) 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.

f) General:

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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 2030, Subsection 9(3).
- (v) 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.

g) Subcontracting

- (i) Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Supply Chain Security Authority has first consented in writing. In order to seek the Supply Chain Security 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 Supply Chain Security Authority.

- (ii) 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.

h) **Change of Control**

- (i) At any time during the Contract Period, if requested by the Supply Chain Security 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.

If requested by the Supply Chain Security 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 Supply Chain Security Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with **Subsection 23(3) of General Conditions 2030** (General Conditions – Higher Complexity – Goods), provided the information has been marked as either confidential or proprietary.

- (ii) The Contractor must notify the Supply Chain Security Authority and the Supply Chain Security 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).

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.

- (iii) 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.
- (iv) 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 calendar 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.
- (v) 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 calendar 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 calendar days of receiving the original notice from the Contractor regarding the change of control.
- (vi) 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.
- (vii) 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 REQUIREMENTS

1. Requirement

Public Works and Government Services Canada, on behalf of the Canada Border Services Agency (CBSA), has a requirement for a commercial off-the-shelf Smart Card Solution (the "Solution") that must interoperate and work with CBSA's existing technical environment as described herein. This solution is in support of CBSA's PKI (Public Key Infrastructure) processes and operations.

The Smart Card Solution must include:

- a) Perpetual User licenses for the Smart Card Management Software;
- b) Software maintenance and support services on the Perpetual User Licenses for the Smart Card Management Software;
- c) Perpetual User Licenses for the Smart Card Middleware (SafeNet) Software;
- d) Software maintenance and support services on the Perpetual User Licenses for the Smart Card Middleware (SafeNet) Software;
- e) Optional Smart Cards;
- f) Optional Smart Card Readers/Writers;
- g) Optional Solution Product Expert professional services; and
- h) Optional System Administrator In-class Training Sessions.

The Contractor must deliver, enable and support the Solution that will be accepted and considered by the CBSA as being compliant with the requirements of the Contract at all times.

1.1 Aim

The Solution must deliver, enable and support the Card Management process in CBSA. The Solution must work, be complete and be responsive to the requirements of the RFP.

The objective of this requirement is to stage the new Smart Card Solution initially as a Proof of Concept in a development/test environment, migrate the existing Data to the new Solution and then, by April 1, 2017, implement the new Solution into the production environment.

1.2 Business Context

The CBSA is responsible for providing integrated border services that support national security and public safety priorities and that facilitate the free flow of persons and goods, including animals and plants, which meet all requirements under the program legislation. CBSA is therefore required to keep accurate records and to maintain internal controls to safeguard public and private sector assets against unauthorized use or disposition.

CBSA's role is to manage the nation's borders by administering and enforcing domestic laws that govern trade and travel, as well as international agreements and conventions. This policy applies to all organizational components of the CBSA and also applies to public and private sector organizations utilizing CBSA corporate IT facilities, directly connected thereto or who are sharing classified and/or protected information as a CBSA partner or Contractor.

Travelers seeking entry to Canada must present themselves to CBSA and provide travel documents that identify their citizenship and country of permanent residency. CBSA employees use many tools in providing the first line of defence in the management of people and goods into and out of Canada. CBSA has implemented and deployed tools and applications with a Smart Card Solution. This Smart Card Solution ensures that the CBSA employees utilize these systems securely.

2. Requirements for the Smart Card Solution

The Contractor's Solution must comply with all of the Mandatory Minimum Criteria.

A. General Specifications for the Smart Card Solution

Reference #	Mandatory Minimum Criteria
A1.	The Contractor's Solution must deliver, enable and support a working and complete commercially available solution, which must include any and all components that contribute to the composition of the whole or in part(s), as expressed in the Request for Proposal (RFP) and its appendices and annexes.
A2.	The Contractor's Solution must work, be complete and operate with the current CBSA infrastructure as detailed in Appendix C - Technical Infrastructure.

B. Smart Card Requirements

Reference #	Mandatory Minimum Criteria
B1.	The Smart Card provided in the Contractor's Solution must have unique Smart Card identifiers (serial numbers) that are pre-printed on the Smart Card and imprinted in the chip on the Smart Card.
B2.	The Smart Card provided in the Contractor's Solution must have its own numbering sequence and the numbering sequence must be unique through all potential years of the Contract so that all new Smart Cards purchased must have serial numbers unique from any current numbers in use by CBSA.
B3.	The Smart Card provided in the Contractor's Solution must have the unique Smart Card identifiers (serial numbers) pre-printed on the Smart Card in a location on the side opposite the chip contents, at the end opposite the chip, and along the long side of the Smart Card. See Appendix B for a diagram of the required location and orientation.
B4.	The Smart Card type provided in the Contractor's Solution must be a contact Smart Card media (not contactless).
B5.	Any new Smart Cards provided in the Contractor's Solution must be compatible with the current Smart Card Readers/Writer hardware and software as described in Appendix C – Technical Environment under the Smart Card Environment section.
B6.	The Smart Card provided in the Contractor's Solution must support the current Canadian Federal Government standard user certificates for Entrust, including authentication, digital signature, and encryption as defined in Appendix C.
B7.	The Smart Card provided in the Contractor's Solution must support at a minimum 32K bytes of Electrically Erasable Programmable Read-Only Memory (EEPROM).
B8.	The Smart Card provided in the Contractor's Solution must support on-board Rivest, Shamir and Adelman (RSA) 2048-bit key generation, authentication and digital signing.
B9.	The Smart Card provided in the Contractor's Solution must support Hashing Algorithms Secure Hashing Algorithm (SHA)-2.
B10.	The Smart Card provided in the Contractor's Solution must be compliant with the Common Criteria Evaluation Assurance Level 4 (EAL4+) (Smart Card chip).
B11.	The Smart Card provided in the Contractor's Solution must be compliant with the International Standard Association (ISO) 7816-1, 7816-2, 7816-3, and 7816-4 specifications.

Reference #	Mandatory Minimum Criteria
B12.	The digital signature components of the Contractor's Solution must conform to ANSI X9.31 for RSA.
B13.	All onboard digital signature key pair generation provided in the Contractor's Solution must comply with key pair generation requirements in FIPS 186-4.
B14.	The Smart Card provided in the Contractor's Solution must be able to retain data for a minimum of 10 years.
B15.	The Smart Card provided in the Contractor's Solution must allow a minimum of 5000 memory cell rewrites.
B16.	The Smart Card provided in the Contractor's Solution must allow a minimum of 50000 Smart Card insertion cycles.
B17.	The Smart Card provided in the Contractor's Solution must be able to have a reverse image printed on the underside of HDP Film and then the film fused to the Card surface using a Fargo HDP 5000 high definition printer and other CR-80 (3.370"L x 2.125"W / 85.6mmL x 54mmW) Smart Card compatible printers that use the HDP Dye-Sublimation Resin Thermal Transfer print method.

C. Smart Card Reader/Writer Requirements

Reference #	Mandatory Minimum Criteria
C1.	The Smart Card Readers/Writers provided in the Contractor's Solution must be able to read and write to the current CBSA Smart Card inventory of SafeNet SC400 (SCCOS-based) Smart Cards, the SafeNet eToken 4100 (JAVA-based) Smart Cards, as well as any new Smart Card model that is part of the Contractor's Solution.
C2.	The Smart Card Readers/Writers provided in the Contractor's Solution must support a connection of Universal Serial Bus (USB) 2.0 or above.

D. Smart Card Management Software Requirements

Reference #	Mandatory Minimum Criteria
D1.	The Smart Card Management Software provided in the Contractor's Solution must work, be complete and operate with the current Smart Card inventory of SafeNet SC400 (SCCOS-based) Smart Cards, the SafeNet eToken 4100 (JAVA-based) Smart Cards, as well as any new Smart Card model that is part of the Contractor's Solution.
D2.	The Smart Card Management Software provided in the Contractor's Solution must enable Smart Card media to be zeroed in accordance with FIPS 140-2. This must include the current Smart Card inventory of SafeNet SC400 (SCCOS-based) Smart Cards, the SafeNet eToken 4100 (JAVA-based) Smart Cards, as well as any new Smart Card model that is part of the Contractor's Solution.
D3.	The User interface to the Smart Card Management Software in the Contractor's Solution must be a Graphical User Interface (GUI) that allows the User a choice of which Official Language of Canada (English and French) they want to work in.

Reference #	Mandatory Minimum Criteria
D4.	The Smart Card Management Software must provide the User with the ability to change the Smart Card password. This must include the current Smart Card inventory of SafeNet SC400 (SCCOS-based) Smart Cards, the SafeNet eToken 4100 (JAVA-based) Smart Cards, as well as any new Smart Card model that may be introduced through the Contractor's Solution.
D5.	The Smart Card Management Software must provide the User with the ability to reset a password. This must include the current Smart Card inventory of SafeNet SC400 (SCCOS-based) Smart Cards, the SafeNet eToken 4100 (JAVA-based) Smart Cards, as well as any new Smart Card model that is part of the Contractor's Solution.
D6.	The Smart Card Management Software must provide the User with the functionality to select from a number of challenge-response verification options to reset a password. The User must be able to assign the challenge-response questions to their profile.
D7.	The Smart Card Management Software must provide the Administrator with the functionality to author the challenge-response questions in both Official Languages of Canada (English and French).
D8.	The Smart Card Management Software must provide the User with the functionality to change and reset a password without Administrator intervention.
D9.	The Smart Card Management Software provided in the Contractor's Solution must provide the functionality to add new Smart Cards into the inventory, individually and in batches.
D10.	The Smart Card Management Software provided in the Contractor's Solution must maintain the status of Smart Cards (such as new, assigned, and deactivated).
D11.	The Smart Card Management Software provided in the Contractor's Solution must provide the User with the functionality to initialize new Smart Cards.
D12.	The Smart Card Management Software provided in the Contractor's Solution must generate a unique one-time PIN (Personal Identification Number) that is used to identify and verify the Smart Card that is to be initialized.
D13.	The Smart Card Management Software provided in the Contractor's Solution must provide the functionality the Administrator to add a new User, with the User verified via lightweight directory access protocol (LDAP) lookup to the current CBSA LDAP services.
D14.	The Smart Card Management Software provided in the Contractor's Solution must provide the functionality for a Smart Card to be associated to a User.
D15.	<p>The Smart Card Management Software provided in the Contractor's Solution must provide the Administrator with the functionality to generate User based reports using the following Search parameters:</p> <ul style="list-style-type: none"> a. User Group; b. User Role; and c. User Group and User Role. <p>All User based reports must allow the Administrators to sort and export as line items at a minimum:</p> <ul style="list-style-type: none"> a. Last name; b. First name; c. LDAP reference; d. User Group; e. User Role; f. Serial Number; and

Reference #	Mandatory Minimum Criteria
	g. Card status.
D16.	The Smart Card Management Software provided in the Contractor's Solution must provide the Administrator with the functionality to generate Smart Card-based reports using the following search parameters: <ul style="list-style-type: none"> a. Card Status; b. Card Template; c. User Group; and d. Any combination of Card Status, Card Template, and User Group.
D17.	The Smart Card Management Software of the Contractor's Solution must provide the Administrator with the functionality for Smart Card-based reports to sort and export as line items, including as a minimum: <ul style="list-style-type: none"> a. Last name; b. First name; c. LDAP reference; d. User Group; e. User Role; f. Serial Number; and g. Card Status.
D18.	The Smart Card Management Software provided in the Contractor's Solution must provide the Administrator with the functionality to generate Smart Card change history reports using the following search parameters: <ul style="list-style-type: none"> a. Last Name; b. First Name; c. Serial Number; d. Date (All, Start Date and End Date); e. Any combination of Last Name, First Name, Serial Number and Date (All, Start Date and End Date).
D19.	The Smart Card Management Software of the Contractor's Solution must provide the Administrator with the functionality for All Smart Card change history reports including at a minimum: <ul style="list-style-type: none"> a. Serial Number; b. LDAP Reference; c. Change History; and d. Transaction Date.
D20.	The Smart Card Management Software provided in the Contractor's Solution must provide the Administrator with the functionality to generate Card Login History Reports using the following search parameters: <ul style="list-style-type: none"> a. Last Name; b. First Name; c. Serial Number; d. Date; e. Any combination of Last Name, First Name, Serial Number and Date (All, Start Date and End Date).
D21.	All Card Login History Reports provided in the Smart Card Management Software of the Contractor's Solution must provide the Administrator with the functionality to sort and export as line items at a minimum: <ul style="list-style-type: none"> a. Serial Number;

Reference #	Mandatory Minimum Criteria
	<ul style="list-style-type: none"> b. IP address; c. Login Result (Success or Fail); and d. Logged in Date and Time.
D22.	The Smart Card Management Software provided in the Contractor's Solution must provide the Administrator with the functionality to print all reports generated by the Solution.
D23.	The Smart Card Management Software provided in the Contractor's Solution must provide the Administrator with the functionality to sort and export all reports generated by the Solution to Microsoft Excel compatible format.
D24.	The Smart Card Management Software provided in the Contractor's Solution must provide the functionality to define groups of Users and Smart Cards for management and reporting purposes.
D25.	The Smart Card Management Software provided in the Contractor's Solution must provide the functionality to organize groups of Users and Smart Cards by geographical regions, application functions, User functions.
D26.	The Smart Card Management Software provided in the Contractor's Solution must provide the Administrator with the functionality to assign Users to appropriate groups.
D27.	The Smart Card Management Software provided in the Contractor's Solution must provide the functionality to add, modify and delete new groups.
D28.	The Smart Card Management Software provided in the Contractor's Solution must provide the functionality to define roles based on administration levels.
D29.	The Smart Card Management Software provided in the Contractor's Solution must provide the Administrator the functionality to assign roles to Users.
D30.	The Smart Card Management Software provided in the Contractor's Solution must provide the functionality to create and define User roles i.e. administration officers, Administrators, coordinators, and Users.
D31.	The Smart Card Management Software provided in the Contractor's Solution must provide the functionality to set up Card templates to control Smart Card profiles, such as password strength rules, Smart Card usage on- and off-line.
D32.	The Smart Card Management Software provided in the Contractor's Solution must provide the functionality to assign each Smart Card to a Smart Card template, relative to the requirement of the associated User.

E. Smart Card Management Software Audit Requirements

Reference #	Mandatory Minimum Criteria
E1.	<p>The Contractor's Smart Card Management Software of the Contractor's Solution must provide the functionality to produce audit records that contains the following information, at a minimum, establish:</p> <ul style="list-style-type: none"> a. what type of event occurred; b. when (date and time) the event occurred; c. where the event occurred; d. the source of the event;

Reference #	Mandatory Minimum Criteria
	<ul style="list-style-type: none"> e. the outcome (success or failure) of the event; and f. the identity of any User/subject associated with the event.
E2.	<p>The Smart Card Management Software provided in the Contractor's Solution must provide the Administrator with the functionality to generate audit based Reports using the following search parameters:</p> <ul style="list-style-type: none"> a. Last Name; b. First Name; c. Activity Type (All, Add Card, Add User, Add Card to User); d. Date (All, Start Date and End Date); and e. Any combination of Last Name, First Name, Activity Type and Date.
E3.	<p>All Audit based Reports provided in the Smart Card Management Software provided in the Contractor's Solution must provide the Administrator with the functionality to sort and export into a format that can be processed with the base software components identified in Appendix C as line items at a minimum:</p> <ul style="list-style-type: none"> a. Last Name; b. First Name; c. Activity Type; d. Data Modified; e. Transaction Date; and f. LDAP Reference.
E4.	<p>The Smart Card Management Software provided in the Contractor's Solution must provide the functionality to send audit records in readable format that can be processed with the base software components identified in Appendix C to a central repository.</p>
E5.	<p>The Smart Card Management Software provided in the Contractor's Solution must provide the functionality to use internal system clocks to generate date and time stamps for audit records in a readable format. Time base must be standard for all date and time stamps, based on co-ordinated universal time (UTC) with offset as determined by CBSA.</p>
E6.	<p>The Smart Card Management Software provided in the Contractor's Solution must provide the functionality to permit the configuration of an audit log retention period.</p>

F. Professional Services

Reference #	Mandatory Minimum Criteria
F1.	<p>The resource proposed as the Solution Product Expert must have a minimum of one (1) year of experience in the last three (3) years working with the proposed Solution in the following areas:</p> <ul style="list-style-type: none"> i. Installation; ii. Set-up and Configuration; iii. Implementation; iv. Performance; v. Optimization; vi. Best Use Cases; vii. Deployment; and viii. Integration with other COTS software or applications; b. Experience in configuring Smart Card product to meet client service levels associated with availability, throughput, performance and security;

	c. Experience with best practices for designing and deploying solutions using the Contractor's COTS product.
F2	<p>The resource proposed as the Solution Product Expert must have one (1) project experience in the last ten (10) years analysing and migrating databases involving a minimum of 1000 cards and 1000 users from one Smart Card Management Software Solution to another.</p> <p>The Contractor must provide, at a minimum, the following details on the project experience:</p> <ul style="list-style-type: none"> a) The name of the client; b) The name of a representative of the client who can be contacted to verify the project details; c) Their telephone number and e-mail address if available; d) A description of the Solution that was provided to demonstrate it was similar in size and scope; and e) The start and end date of service provision.
F3	<p>The resource proposed as the Instructor for the System Administrator Classroom Training must have a minimum of two (2) years of experience in the last five (5) years conducting classroom training sessions in both Official Languages of Canada (English and French) on the Smart Card Management Software and on integrating the Smart Card Management Software into existing middleware and technical environments to provide a complete Smart Card Solution.</p>

G. Corporate Mandatory Requirements

A Contractor's bid must be compliant with all corporate mandatory requirements.

Reference #	Mandatory Minimum Criteria
G1	<p>Previous Experience providing similar Smart Card Management Software and maintenance and support to other clients</p> <p>Within the last seven (7) years, the Contractor must have provided to a minimum of three (3) clients the Smart Card Management Software, inclusive of a minimum of twelve (12) months of software maintenance and support.</p> <p>For each client reference the Contractor must provide the following details:</p> <ul style="list-style-type: none"> a. The name of the client; b. The name of a representative of the client who can be contacted to verify the experience; c. Their telephone number and e-mail address if available; d. A description of the Solution that was provided to demonstrate it was similar in size and scope; and e. The date of the implementation.
G2	<p>Previous Experience providing Smart Card Management Software in an existing technical environment with existing smart card middleware software</p> <p>Within the last seven (7) years, the Contractor must have provided the Smart Card Management Software in a technical environment with pre-existing smart card middleware software to at least one client.</p>

Reference #	Mandatory Minimum Criteria
	<p>The Contractor must provide the following client details:</p> <ul style="list-style-type: none">a. The name of the client;b. The name of a representative of the client who can be contacted to verify the experience;c. Their telephone number and e-mail address if available;d. A description of the Solution that was provided to demonstrate it was similar in size and scope; ande. The start and end date of service provision.

Appendix A - Glossary and Definitions

Acronyms

Acronym	Definitions
AD	Active Directory
AMD	Advanced Micro Devices
ANSI	American National Standards Institute
CA	Certificate Authority
CBSA	Canada Border Services Agency
CFPB	Canadian Federal PKI Bridge
COTS	Commercial Off The Shelf (Software)
CPIC	Canadian Police Information Centre
CRA	Canada Revenue Agency
DB2	Database 2
DCE	Distributed Computing Environment
DSL	Digital Subscriber Line
EAL4	Evaluation Assurance Level 4
EEPROM	Electrically Erasable Programmable Read-Only Memory
ePO	ePolicy Orchestrator
EST	Eastern Standard Time
FIP	Federal Identity Program
FIPS	Federal Information Processing Standards
GoC	Government of Canada
I & A	Identification and Authentication
IBM	International Business Machines
ICM	Internal Credential Management
ID	Identification
IPRS	Internal PKI Registration System
IPsec	Internet Protocol Security
IPv4	Internet Protocol version 4
IPv6	Internet Protocol version 6
ISO	International Standards Organization
ISP	Internet Service Provider
LDAP	Lightweight Directory Access Protocol
LUW	Linux/Unix/Windows

Mbps	Megabits Per Second
MPLS	Multiprotocol Label Switching
MS	Microsoft
MVS	Multiple Virtual Storage
NIST	National Institute of Standards and Technology
NIST SP	NIST Special Publication
OGD	Other Government Departments
OS	Operating System
PDF	Portable Document Format
PIN	Personal Identifier Number
PKI	Public Key Infrastructure
PWGSC	Public Works and Government Services Canada
R2	Release 2
RCMP	Royal Canadian Mounted Police
RCNet	Revenue Canada Network
RHEL	Red Hat Enterprise Linux
RSA	Rivest, Shamir and Adelman
SAC	SafeNet Authentication Client
SAKMS	Secure Applications and Key Management Service
SCCOS	Smart Card Chip Operating System
SCSI	Supply Chain Security Information (SCSI)
SHA	Secure Hash Algorithm
SQL	Structured Query Language
SRA	Secure Remote Access
SSC	Shared Services Canada
USB	Universal Serial Bus
UTC	Coordinated Universal Time
VP	Virtual Private
WSUS	Windows Server Update Services

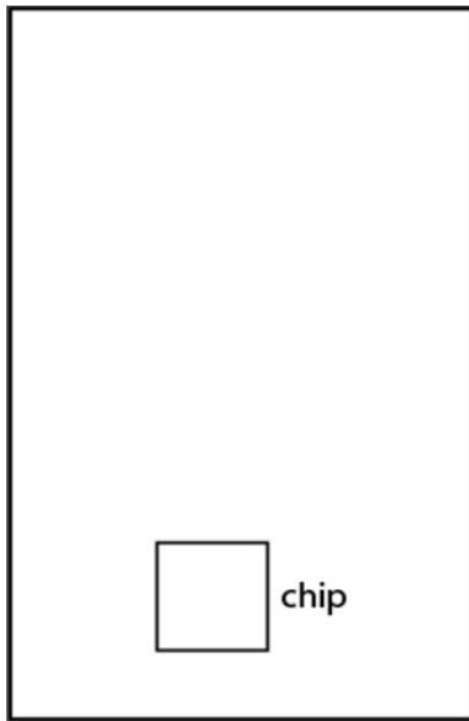
Definitions

Term	Definitions
Administrator	The Administrator is responsible for the ongoing management and operations of the software application in the enterprise. This includes any customization as allowed within the operation of the application, such as user group or role definitions. The Administrator offers user support and has the ability to assign, enroll or modify cards and users. Administrators also have access to all reporting and audit functionalities.
Data	"Data" means any information that is collected, obtained, used in, stored, generated, or produced as a result of the use or access of the Solution by a User.
Smart Card	"Smart Card" refers to Smart Cards that are used as cryptographic tokens, to contain Entrust Encrypting and Signing Certificates to be used for file encryption and User identification for access to logical systems. These are not used for physical access control of physical facilities or resources.
User	Is defined as an individual authorized by the Client to use the Licensed Software under the Contract and for the purposes of these supplemental general conditions, includes any employee, agent or contractor authorized to use the Licensed Software.

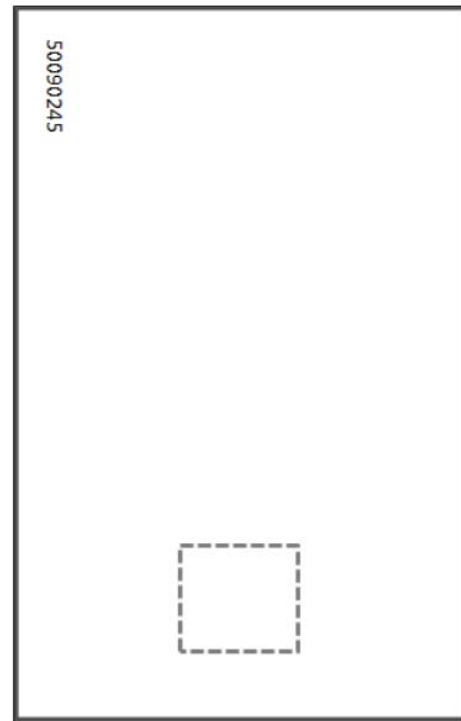
Appendix B - Smart Card Templates

Smart Cards, when received, are pre-printed with a serial number.

Front

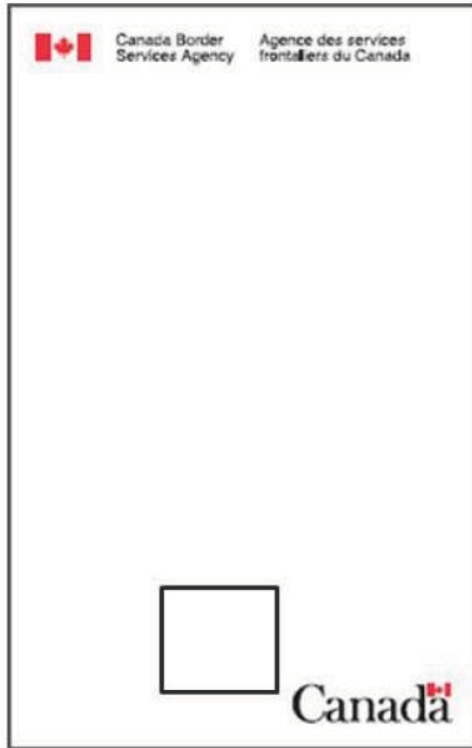


Back



As per below, Smart Cards are printed by CBSA and are compliant with the Federal Identity Program (FIP).

Front



Back



Appendix C - Technical Infrastructure

Background

The Canada Revenue Agency (CRA) and Shared Services Canada (SSC) currently provide infrastructure services to the Canada Border Services Agency (CBSA).

Smart Card Environment

CBSA currently has over 7,000 Smart Cards deployed. The majority of these are SCCOS-based SafeNet SC 400 (SCCOS v3.0), a lesser number are JAVA-based SafeNet eToken 4100 (eToken Java Applet 1.2).

The Entrust tokens are populated onto the Smart Cards with IPRS (Internal PKI Registration System), which is the CRA application based on Entrust Authority Self-Administration Server that supports The CRA and CBSA PKI User enrollment and maintenance.

The Smart Card Readers/Writers that is used exclusively is the OmniKey 3121 USB desktop reader. This is supported by the OmniKey 3x21 driver for Smart Card Reader.

Smart Card Supporting Middleware Software

The middleware that is currently deployed across the country is SafeNet Authentication Client (SAC) version 8.3. This middleware is the interface between the Smart Card Readers/Writers hardware and driver and the Windows 7 operating system at the desktop. SafeNet Authentication Client generates and stores private keys on highly secure Smart Card-based authenticators, allowing Users to securely carry their digital credentials.

Smart Card Management Software

The Smart Cards are managed using a web-based Card Management System. This package provides Smart Card inventory, Smart Card status, Smart Card-to-User association, Smart Card initialization, and User-driven pin unblocking (in the case of locked or forgotten passwords).

This Card Management System currently provides the following functionality:

- a. Card Management;
- b. User Account Management;
- c. Group Management;
- d. Role Management;
- e. Card Templates; and
- f. Challenge/Response Management.

Smart Card Printing

CBSA has a set template that is used for branding of the Smart Cards. This template is printed onto the Smart Cards with a Fargo HDP 5000 high definition printer. This print process is accomplished by printing a reverse image on the underside of HDP Film, then fusing the film to the Smart Card surface. This makes the image tamper evident - if a counterfeiter tries to peel apart the layers, the image essentially destroys itself.

Windows "Managed" Environment

The Distributed Computing Environment (DCE) is a Client/Server based Infrastructure that consists of Microsoft Windows based servers, desktops and laptops with Windows Active Directory (AD) providing the backend directory services. There are approximately 400 sites across Canada supported by the DCE. These sites will vary in size from a handful of Users to thousands in a single building. Bandwidth at these sites also varies as indicated in a following section specific to the Network Environment. A distributed site may be comprised of one or more File and Print

servers, access to local or centralized MS Exchange mail services, and a number of locally networked desktops. Many sites leverage regional hubs and/or central services.

Local or centralized AD domain controllers facilitate the directory services for the managed environment.

The CBSA also leverages Citrix, which consists of central servers located in the National Capital Region hosting a variety of applications and services for a select group of Users. These applications and services include specific line-of-business applications along with base productivity applications such as MS Office, Outlook, host emulator software (Attachmate), and basic File and Print Services to name a few. In addition, SSC utilizes SoftGrid application virtualization software to enhance application access and management within the Citrix farm.

The Citrix platform also accommodates Secure Remote Access (SRA) Users who may not be on the current network shared between CRA and CBSA (RCNet) and are connecting to the DCE via alternative access methods (e.g. Public ISPs). The SRA Platform is a subset of the DCE and is also based on the Windows Server and Windows Client operating systems.

The following bullets highlight the key Windows-based software installed within the CBSA DCE.

- MS Windows 2008 Server, MS Windows 2008 R2 Server;
- VMWare ESXi (virtual server environment);
- Citrix XenApp;
- MS Windows 7 Enterprise SP1 32 bit and 64 bit (includes BitLocker);
- MS Windows 8.1 optional for x64 development and tablet computer requirements;
- MS Windows 10 for x64 and mobile computing requirements;
- MS Office 2010;
- MS Office 2013;
- Adobe Reader 11;
- MS Exchange 2010;
- Entrust Security Provider 9.2 and Entrust Security Provider for Outlook 9.2;
- Current McAfee Anti Virus v8.8 /w Anti-Spyware, Intrusion Prevention v8.0, Policy Auditor 6.2 managed through McAfee ePO services;
- Oracle JAVA Runtime Environment (JRE) version 1.7.0_09 and version 1.8.0_45;
- SafeNet Authentication Client (SAC) v8.3;
- OmniKey 3x21 driver for Smart Card Readers/Writers;
- OmniKey 5x21 for other peripherals (must be compatible);
- IBM Endpoint Manager for software deployment, Inventory, and Remote Control; and
- Microsoft WSUS for platform patch currency.

The underlying hardware for the Windows environment consists of servers based on AMD and Intel architectures using multi core and multi-processor technology. VMWare ESXi is the standard hypervisor used to host all production and non-production Windows-based servers. Servers are currently running on HP BL 465C G8 hardware.

Desktops and Laptops are also based on AMD and Intel architectures using multi core processors and dual channel memory.

The platform is considered “managed” since all workstations comply with the standard suite of security tools and monthly OS patch cycles. Additionally, every device is created as an object within the AD directory. Devices are therefore subjected to the mandatory policies associated to securing the device. Policies such as login script execution, local administration, and role based access are assigned to each device registered within the domain. Customization of policies is accommodated for many of CBSA’s “niche” device requirements.

Database Environment

There are different database engines implemented for different application requirements. The current engines supported in the DCE include:

- Microsoft SQL Server versions 2008 and higher as the preferred distributed Database;
- IBM DB2 version 9.7.5 LUW;
- Sybase versions 12.5.3 and higher; and
- *Oracle versions 10g and higher.

User Provisioning and Support

THE CRA PKI Certificate Authority is a CRA operated Public Key Infrastructure running Entrust Authority v7.1. The CRA PKI supports the internal PKI requirements of THE CRA and CBSA. The CRA PKI is cross-certified with the GoC SAKMS PKI.

Internal PKI Registration System (IPRS) is the CRA application based on Entrust Authority Self-Administration Server that supports THE CRA and CBSA PKI User enrollment and maintenance.

THE CRA PKI Directory is the Nexor x.500 directory that stores the PKI certificates managed by the CRA PKI.

GoC PKI

Internal Credential Management (ICM) (also known as SAKMS and Common Services CA) is cross certified with the Canadian Federal PKI Bridge CA (CFPB) that provides interoperability with other GC PKIs.

OGD Partner

Partner Access Control represents other government departments' identity and access control systems for example, the RCMP Entrust TruePass and Entrust GetAccess systems for controlling access to the CPIC Web application.

Partner Applications represents other government departments' applications that CBSA Users must access for example, the RCMP CPIC Web system, the PWGSC Compensation web site, Marine Security Operations Centre, Treasury Board Services Applications Portal.

LINUX Platform

SSC operates and supports the Red Hat Enterprise Linux (RHEL) platform to host web based services and other applications including commercial off the shelf (COTS) software. This does not play a part in this current requirement.

UNIX Platform

SSC operates and supports the Sun/Solaris based UNIX platform to host web based services and other applications including commercial off the shelf (COTS) software. This does not play a part in this current requirement.

Mainframe Platform

SSC operates multiple IBM zSeries Enterprise Class machines (currently z196, evolving to EC12 in the next year) deployed over two (2) data centers in the National Capital Region. Within each data center, the machines are clustered in parallel sysplex configurations. The platform supports z/OS and MVS operating systems for legacy systems, and may expand into z/LINUX over the next years. This does not play a part in this current requirement.

Network Environment

The SSC Finance Portfolio (formerly Canada Revenue Agency) operates a private Wide Area Network (RCNet) that extends to approximately 400 sites across Canada. RCNet installs MPLS (Multiprotocol Label Switching) based

routing infrastructure and local switches in each building to interconnect User backbone and common access segments within the buildings, and to provide connectivity to the wide area network.

The majority of the buildings are interconnected via MPLS circuits, although others are connected via site and User based IPsec VP tunnels over Internet (DSL, cable, Satellite). Minimum MPLS connection speed is 1.5 mbps with sites upgraded to traffic demand requirements. Sites with IPSEC VPN tunnel have a variety of connection speeds using various ISP offerings.

Within the office buildings, CBSA sites use Ethernet across Category 5e and Category 6 network cabling. RCNet is an IPv4 and IPv6 network environment.

ANNEX B

BASIS OF PAYMENT

TABLE 1: Initial Deliverables

Item #	Description	Part No. / Period (if applicable)	Unit of Measure	Qty	Unit Price
1	Perpetual User License for the Smart Card Management Software, inclusive of all associated software components and meeting all requirements as detailed in Annex A and the Contract		Per User License	25	\$
2	Monthly Software Maintenance and Support Services on the Perpetual User License for the Smart Card Management Software, as detailed in Annex A and the Contract	Date of Contract Award to one-year later.	Annual rate per User License	25	\$
3	Perpetual User License for the Smart Card Middleware (SafeNet) Software, inclusive of all associated software components and meeting all requirements as detailed in Annex A and the Contract		Per User License	25	\$
4	Monthly Software Maintenance and Support Services on the Perpetual User License for the Smart Card Middleware (SafeNet) Software, as detailed in Annex A and the Contract	Date of Contract Award to one-year later.	Annual rate per User License	25	\$
The Software Support Period will be from date of Contract Award to one-year later.					

TABLE 2: Optional Deliverables -- Licenses, Maintenance and Support Services, Smart Cards and Smart Card Readers/Writers

Item #	Description	Part No. (if applicable)	Unit of Measure	Ceiling Unit Price				
				Initial Contract Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4
1	Additional Perpetual User License for the Smart Card Management Software, inclusive of all associated software components and meeting all requirements as detailed in Annex A and the Contract		Per User License	\$	\$ [same rate as Initial Contract Period]	\$	\$	\$
2	Annual Software Maintenance and Support Services on the perpetual User License for the Smart Card Management Software, as detailed in Annex A and the Contract		Annual rate per User License	\$	\$ [same rate as Initial Contract Period]	\$	\$	\$
3	Additional Perpetual User License for the Smart Card Middleware (SafeNet) Software, inclusive of all associated software components and meeting all requirements as detailed in Annex A and the Contract		Per User License	\$	\$ [same rate as Initial Contract Period]	\$	\$	\$
4	Annual Software Maintenance and Support Services on the Perpetual User License for the Smart Card Middleware (SafeNet) Software, as detailed in Annex A and the Contract		Annual rate per User License	\$	\$ [same rate as Initial Contract Period]	\$	\$	\$
5	Smart Card		Each	\$	\$	\$	\$	\$
6	Smart Card Reader/Writer		Each	\$	\$	\$	\$	\$
The Software Support Period for Items 2 and 4 for the Initial Contract Period is from date of Contract Award up to and including 1 year later								
The Software Support Period for Items 2 and 4 for Option Year 1 is TBD								
The Software Support Period for Items 2 and 4 for Option Year 2 is TBD								

The Software Support Period for Items 2 and 4 for Option Year 3 is TBD
The Software Support Period for Items 2 and 4 for Option Year 4 is TBD

TABLE 3: Optional Deliverables -- Professional Services

FIRM ALL INCLUSIVE PER DIEM RATES TO BE PROVIDED ON AN “AS AND WHEN REQUESTED BASIS”

“As and when requested ” basis Professional Services are as detailed in Article 7.3 : For the provision of professional services, all as detailed in this Contract, as and when requested by Canada, in accordance with an approved Task Authorization detailed in **Article 7.3**.

[Note to Bidder: Canada reserves the right to declare any bid non-responsive if any of the per-diem rates bid above increase or decrease by more than 5% per year, or are, at Canada's sole discretion, considered unreasonably high or unreasonably low.]

Item #	Resource Category	Unit of Measure	Ceiling Unit Price				
			Initial Contract Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4
1	Solution Product Expert	Per Diem	\$	\$	\$	\$	\$
2	Instructor for System Administrator Classroom Training, as detailed in Annex A and the Contract	Per Diem	\$	\$	\$	\$	\$

TABLE 4 - TOTAL ASSESSED PRICE FOR EVALUATION PURPOSES

Table 4 – Total Assessed Price (TAP) for Evaluation Purposes			
Table No.	Description	Formula	Total Price
1	Table 1 – Firm Price Initial Deliverables	Total from Table 1	\$
2	Table 2 - Firm Price(s) for Licenses, Maintenance and Support Services, Smart Cards and Smart Card Readers/Writers	Total from Table 2 multiplied by quantities from Table 2.1	\$
3	Table 3 – Firm All Inclusive Per Diem Ceiling Rates to be provided on an “as and when requested” basis	Total from Table 3 multiplied by quantities from Table 3.1	\$
Total Assessed Price for Evaluation Purposes:			\$

Table 2.1 Quantities for evaluation purposes for Table 2 – Optional Purchases

Table 2.1 Quantities for evaluation purposes for Table 2				
Item No.	Option Year 1	Option Year 2	Option Year 3	Option Year 4
1	8975	500	500	500
2	8975	500	500	500
3	8975	500	500	500
4	8975	500	500	500
5	2000	1000	1000	1000
6	1000	500	500	500

Table 3.1 Quantities for evaluation purposes for Table 3 – Optional Professional Services

Table 3.1 Number of days for evaluation purposes for Table 3					
Item No.	Initial Contract Period	Option Year 1	Option Year 2	Option Year 3	Option Year 4
1	25	10	5	5	5
2	10	10	10	10	10

ANNEX C - SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

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Security Classification / Classification de sécurité
PROTECTED A with Attachments

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine Canada Border Services Agency		2. Branch or Directorate / Direction générale ou Direction Programs	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail a) Procurement of Smart Cards/Tokens (for Government of Canada employee Entrust/PKI credentials) b) Support/Maintenance of existing Smart Cards/Tokens			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>		NATO / OTAN <input type="checkbox"/>	
Foreign / Etranger <input type="checkbox"/>			
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> Not releasable A ne pas diffuser <input type="checkbox"/> Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays		All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays	
		No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> Restricted to / Limité à : <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>		NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>		NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>		NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>		NATO SECRET NATO SECRET <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>		COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>			
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>			
		PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
		PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
		PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
		CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
		SECRET SECRET <input type="checkbox"/>	
		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity.
Dans l'affirmative, indiquer le niveau de sensibilité

☒ No ☐ Yes
Non Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments

Commentaires spéciaux

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

☐ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☐ No ☒ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☐ No ☒ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☐ No ☒ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No ☐ Yes
Non Oui

Security Classification / Classification de sécurité
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PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité ».

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☐ No
Non

☒ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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(Insert signature page upon Contract Award)

ANNEX D

TASKING ASSESSMENT PROCEDURE

- 1 Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Annex E will be provided to the Contractor in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations"., Once a draft TA Form is received the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.
- 2 For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Annex F applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
 - a) Proposed resources may be employees of the Contractor or employees of a Subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Annex G, Certifications).
 - b) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
 - c) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification diploma or degree, such document, must be current, valid and issued by the entity specified in this Contract or if the entity is not specified the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
 - d) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
 - e) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
 - f) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations

in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

- 3 The qualifications and experience of the proposed resources will be assessed against the requirements set out in Annex E to determine each proposed resource's compliance with the mandatory criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. A mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will a mandatory criterion considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
- 4 During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.
- 5 Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

ANNEX E

TASK AUTHORIZATION (TA) FORM				
Contractor:		Contract Number:		
Commitment: #		Financial Coding:		
Task Number (Amendment):		Issue Date:	Response Require By:	
1. Statement of Requirements (Work Activities, Certifications and Deliverables)				
See attached for Statement of Requirements and Certifications required.				
2. Period of Service:	From (Date)		To (Date)	
3. Work Location:				
4. Travel Requirements:				
5. Language Requirement:				
6. Other Conditions/Constraints:				
7. Level of Security Clearance required for the Contractor Personnel:				
8. Contractor's Response:				
Category and Name of Proposed Resource	PWGSC Security File Number	Per Diem Rate	Estimated # of Days	Total Cost
Estimated Cost				
Applicable Taxes				
Total Labour Cost				
Total Travel & Living Cost				
Firm Price or Maximum TA Price				

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**TASK AUTHORIZATION
(TA) FORM**

Contractor's Signature

Name, Title and Signature of Individual Authorized to sign on behalf of the **Contractor** (type or print)

Signature: _____

Date: _____

Approval – Signing Authority

Signatures (Client)

Name, Title and Signature of Individual Authorized to sign:

Technical Authority:

Date:

Signatures (PWGSC)

Contracting Authority ¹:

Date:

¹ Signature required for TA valued at \$25,000 or more, Applicable Taxes included.

You are requested 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 services listed herein and in any attached sheets at the price set out thereof.

ANNEX F

RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that the assessor can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

Mandatory Resource Assessment Criteria: see Annex A – Table F “Professional Services”

ANNEX G

CERTIFICATIONS AT THE TA STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

Print name of authorized individual & sign above

Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

Print name of authorized individual & sign above

Date

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

Print name of authorized individual & sign above

Date

ANNEX H - SUPPLY CHAIN INTEGRITY PROCESS

(to be completed upon contract award using the winning Bidder's Forms 8, 9 and 10)

1. **Condition of Contract Award:** In order to be awarded a contract, the Bidder must successfully complete the Supply Chain Integrity Process ("SCI Process") and not be disqualified.
2. **Definitions:** The following words and expressions used with respect to SCI Process have the following meanings:
 - a. **"Product Manufacturer"** means the entity that assembles the component parts to manufacture the final Product;
 - b. **"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;
 - c. **"Supply Chain Scope Diagram"**: A supply chain scope diagram is provided as Appendix A to Annex H to provide a visual representation of the SCSI submission and assessment requirements described in further detail below. In the case of a discrepancy between the diagram and the process described in this document, this document will prevail;
 - d. **"Supply Chain Security Information"** means any information that Canada requires a Bidder or Contractor to submit to conduct a complete security assessment of the SCSI as a part of the SCI process.
 - e. **"Work"** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any resulting contract;

3. **Bid Submission Requirements** (Mandatory at Bid Closing):

Bidders must submit with their bids, by the closing date, the following Supply Chain Security Information ("SCSI"):

- a. **IT Product List:** Bidders must identify the Products over which Canada's Data would be transmitted and/or on which Canada's Data would be stored, or that would be used and/or installed by the Bidder or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product:
 - i. **Location:** identify where each Product is interconnected with any given network for Canada's Data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations centre, security operations centre, internet or other public network peering points, etc.);
 - ii. **Product Type:** identify the generally recognized description used by industry such as hardware, software, etc.; components of an assembled Product, such as module or card assembly, must be provided for all layer 3 internetworking devices;
 - iii. **IT Component:** identify the generally recognized description used by industry such as firewall router, switch, server, security appliance, etc.;
 - iv. **Product Model Name or Number:** identify the advertised name or number of the Product assigned to it by the Product Manufacturer;
 - v. **Description and Purpose of the Product:** identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described for the Project;

- vi. **Source:** identify the Product Manufacturer and/or Software Publisher of embedded components;
- vii. **Name of Subcontractor:** identify all subcontractors. In the “**SCSI Submission Form**” provided with this bid solicitation at Form 10, “Name of Subcontractor” refers to any subcontractor that will provide, install or maintain one or more Products, if the Bidder would not do so itself, as further defined below.

Submitting the information set out above is mandatory. Canada requests that bidders provide the IT Product List information by using the SCSI Submission Form, but the form in which the information is submitted is not itself mandatory. Canada also requests that, on each page, bidders indicate their legal name and insert a page number as well as the total number of pages. Canada further requests that Bidders insert a separate row in the SCSI Submission Form for each Product. Finally, Canada requests that Bidders not repeat multiple iterations of the same Product (e.g., if the serial number and/or the color is the only difference between two Products, they will be treated as the same Product for the purposes of the SCSI assessment).

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

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

4. Assessment of Supply Chain Security Information:

- a. Canada will assess whether, in its opinion, the SCSi creates the possibility that the top-ranked 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 SCSi. The Bidder will have 2 working days (or a longer period if specified in writing by Canada) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid 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 bid or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the SCSi.
- c. If, in Canada's opinion, there is a possibility that any aspect of the SCSi, if used by Canada, 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 SCSi is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's SCSi. With respect to any concerns, Canada may, in its discretion, identify a potential mitigation measure that the Bidder would be required to implement with respect to any portion of the SCSi if awarded a contract.
 - ii. The notice will provide the Bidder with a minimum of 3 opportunities to submit revised SCSi in order to address Canada's concerns. If Canada has identified a potential mitigation measure that the supplier would be required to implement if awarded a contract, the Respondent must confirm in its revised SCSi whether or not it agrees that any awarded contract will contain additional commitments relating to those mitigation conditions. The first revised SCSi must be submitted within the **10 calendar days** following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Supply Chain Security Authority). If concerns are identified by Canada regarding the first revised SCSi submitted after bid closing, the second revised SCSi must be submitted within **5 calendar days** (or a longer period specified in writing by the Supply Chain Security Authority). If concerns are identified by Canada regarding the second revised SCSi submitted after bid closing, the third revised SCSi must be submitted within **3 calendar days** (or a longer period specified in writing by the Supply Chain Security Authority).

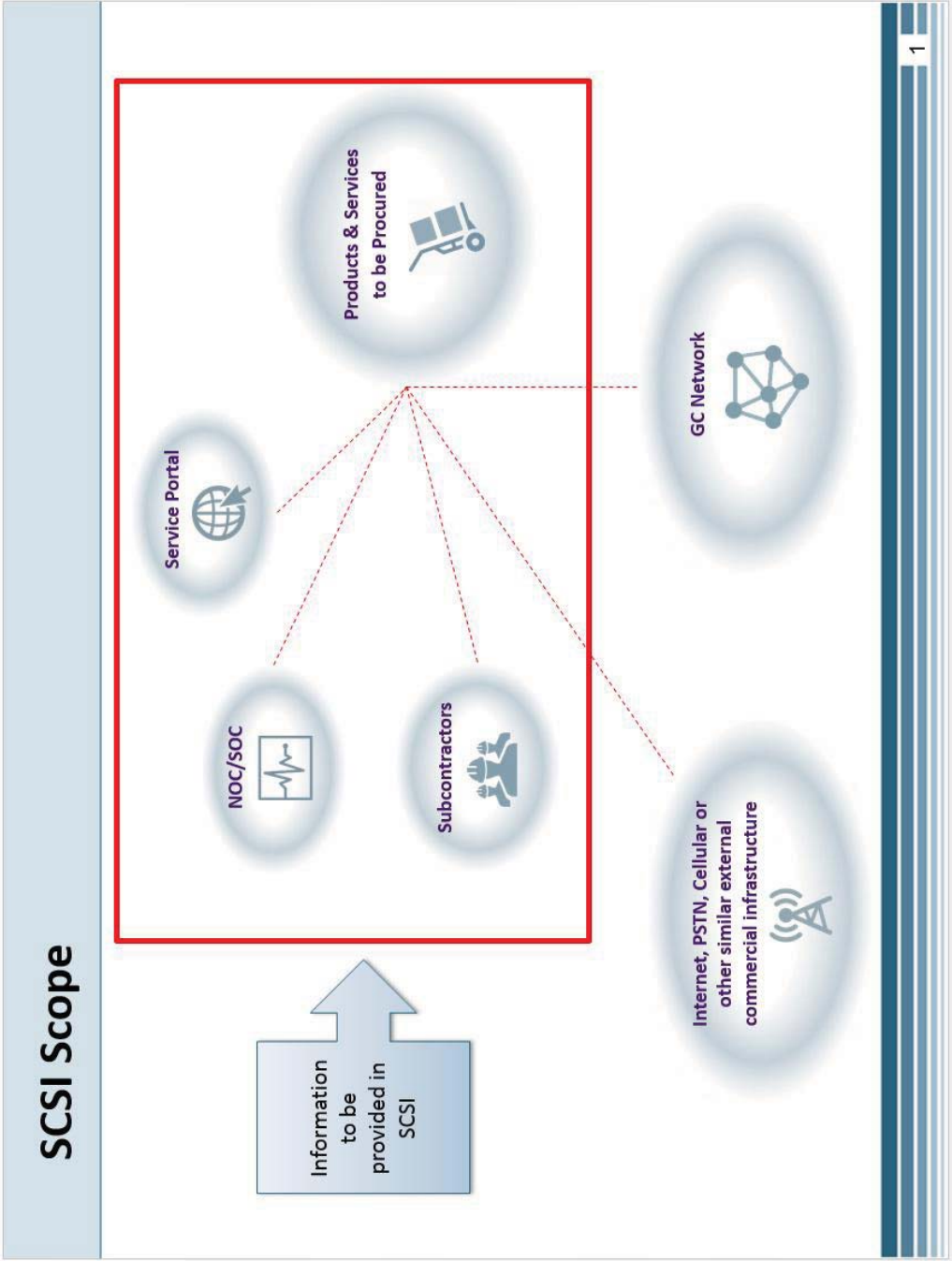
With respect to the revised SCSi submitted each time, the Bidder must indicate in its response whether the revision affects any aspect of its technical bid or certifications. The Bidder will not be permitted to change any price in its bid, but will be permitted to withdraw its bid if it does not wish to honour the pricing as a result of required revisions to the SCSi. Each time the Bidder

submits revised SCSI within the allotted time, Canada will perform a further assessment of the revised SCSI and the following will apply:

1. If, in Canada's opinion, there is a possibility that any aspect of the Bidder's revised SCSI could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, the Bidder will be provided with the same type of notice described under paragraph 4.c), above. If, in Canada's opinion, the third post-bid-closing revised SCSI submission still raises concerns, any further opportunities to revise the SCSI will be entirely at the discretion of Canada and the bid may be disqualified by Canada at any time.
 2. If the bid is not disqualified as a result of the assessment of the SCSI (as revised in accordance with the process set out above), after receiving the final revised SCSI, Canada will assess the impact of the collective revisions on the technical bid and certifications to determine whether they affect:
 - a. the Bidder's compliance with the mandatory requirements of the solicitation;
 - b. the Bidder's score under the rated requirements of the solicitation, if any; or
 - c. the Bidder's ranking vis-à-vis other bidders in accordance with the evaluation process described in the solicitation.
 3. If Canada determines that the Bidder remains compliant and that its ranking vis-à-vis other bidders has been unaffected by the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Supply Chain Security Authority will recommend the top-ranked bid for contract award, subject to the provisions of the bid solicitation. If Canada's approval is subject to any mitigation measures, no contract will be awarded to the Respondent unless Canada is satisfied that the contract includes additional commitments reflecting the required mitigation measures.
 4. If Canada determines that, as a result of the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Bidder is either no longer compliant or is no longer the top-ranked bidder, Canada will proceed to consider the next-ranked bid for contract award, subject again to the provisions of the solicitation relating to the assessment of the SCSI submitted at bid closing, and to the assessment of any revised SCSI submitted after bid closing in accordance with the above provisions.
- 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. As a result:
- i. a satisfactory assessment does not mean that the same or similar SCSI will be assessed in the same way for future requirements; and
 - ii. during the performance of any contract resulting from this bid solicitation, if Canada has concerns regarding certain products, designs or subcontractors originally included in the SCSI, the terms and conditions of that contract will govern the process for addressing those concerns.

5. By submitting its SCSI, and in consideration of the opportunity to participate in this procurement process, the Bidder agrees to the terms of the following non-disclosure agreement (the “**Non-Disclosure Agreement**”):
- a. The Bidder agrees to keep confidential and store in a secure location any information it receives from Canada regarding Canada’s assessment of the Bidder’s SCSI (the “**Sensitive Information**”) including, but not limited to, which aspect of the SCSI is subject to concern, and the reasons for Canada’s concerns.
 - 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 regardless of whether or not that information is labeled as classified, confidential, 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 need to know the information and has a security clearance commensurate with the level of Sensitive Information being disclosed, without first receiving the written consent of the Supply Chain Security Authority.
 - d. The Bidder agrees to notify the Supply Chain Security Authority immediately if any person, other than those permitted by the previous Sub-article, accesses the Sensitive Information at any time.
 - e. The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder’s security clearance and a review of the Bidder’s status as an eligible bidder for other requirements.
 - f. All Sensitive Information will remain the property of Canada and must be returned to the Supply Chain Security Authority or destroyed, at the option of the Supply Chain Security Authority, if requested by the Supply Chain Security Authority, within 30 days following that request.
 - g. This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel (i.e., Sensitive Information that is known, but not committed to writing) would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information). Canada may require that the Bidder provide written confirmation that all hard and soft copies of records that include Sensitive Information have been returned to Canada.

Appendix A - SCSI Scope Diagram Example



BIDDER FORMS

BID SUBMISSION FORM 1													
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)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name:</td> <td></td> </tr> <tr> <td>Title:</td> <td></td> </tr> <tr> <td>Address:</td> <td></td> </tr> <tr> <td>Telephone #:</td> <td></td> </tr> <tr> <td>Fax #:</td> <td></td> </tr> <tr> <td>Email:</td> <td></td> </tr> </table>	Name:		Title:		Address:		Telephone #:		Fax #:		Email:	
Name:													
Title:													
Address:													
Telephone #:													
Fax #:													
Email:													
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>													
Jurisdiction of Contract: Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)													
Former Public Servants See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>												

BID SUBMISSION FORM 1		
	Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?	
	Yes ____ No ____	
Hardware: <i>(Contracting Authority should only insert when Supplemental General Conditions 4001 have been inserted in Part 7).</i>	Toll-Free Telephone Number for maintenance services:	
	Website for maintenance services:	
Licensed Software Maintenance and Support: <i>(Contracting Authority should only insert when supplemental General Conditions 4004 has been inserted in Part 7).</i>	Toll-free Telephone Access:	
	Toll-Free Fax Access:	
	E-Mail Access:	
	Website address for web support:	
Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <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	<hr/>	

Form 2 Substantiation of Technical Compliance Form		
Article of Statement of Work that requires substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
A1		
A2		
B2		
B3		
B4		
B5		
B6		
B7		
B8		
B9		
B10		
B11		
B12		
B13		
B14		
B15		
B16		
B17		
C1		
C2		
D1		
D2		
D3		
D4		
D5		
D6		
D7		
D8		
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D21		
D22		
D23		
D24		
D25		
D26		
D27		
D28		
D29		
D30		
D31		
D32		
E1		
E2		
E3		
E4		
E5		
E6		
F1		
F2		
F3		
G1		
G2		

Form 3
Software Publisher Certification Form
(to be used where the Bidder itself is the Software Publisher)

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

[Bidders should add or remove lines as needed]

Form 4
Software Publisher Authorization Form
(to be used where the Bidder is not the Software Publisher)

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

This authorization applies to the following software products:

[Bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

This declaration form must be submitted as part of the bidding process. Please complete and submit in a **sealed envelope labelled “Protected”** to the attention of Integrity, Departmental Oversight Branch, PWGSC, 11 Laurier Street, Place du Portage, Phase III, Tower A, 10A1, Room 108, Gatineau (Québec) Canada K1A 0S5. Include the sealed envelope with your bid submission. This form is considered “Protected B” when completed.

Complete Legal Name of Company:	
Company's address:	
Company's Procurement Business Number (PBN):	
Bid Number:	
Date of Bid: (YY-MM-DD)	

Have you ever, as the Bidder, your affiliates or as one of your directors, been convicted or have pleaded guilty of an offence in Canada or similar offence elsewhere under any of the following provisions ¹ :

	Yes	No	Comments
Financial Administration Act 80(1) d): False entry, certificate or return 80(2): Fraud against Her Majesty 154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	
Criminal Code 121: Frauds on the government and Contractor subscribing to election fund 124: Selling or Purchasing Office 380: Fraud – committed against Her Majesty 418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	

In the last 3 years, have you, as the Bidder, your affiliates or one of your directors, been convicted or have pleaded guilty of an offence in Canada or elsewhere under any of the following provisions ¹:

Criminal Code			
119: Bribery of judicial officers,...			
120: Bribery of officers			
346: Extortion			
366 to 368: Forgery and other offences resembling forgery			
382: Fraudulent manipulation of stock exchange transactions			
382.1: Prohibited insider trading			
397: Falsification of books and documents			
422: Criminal breach of Contract			
426: Secret commissions			
462.31 Laundering proceeds of crime			
467.11 to 467.13: Participation in activities of criminal organization			
Competition Act			
45: Conspiracies, agreements or arrangements between competitors			
46: Foreign directives			
47: Bid rigging			
49: Agreements or arrangements of federal financial institutions			

¹ for which no pardon or equivalent has been received.

Additional Comment

☐ I, (name) _____, (position) _____, of (company name Bidder) _____ certify that the information provided in this form is, to the best of my knowledge, true and complete. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

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Form 6
List of Names Form

In accordance with Part 5, Article 5.1 a) – Integrity Provision – List of Names, please complete the Form below.

Complete Legal Name of Company	
Company's address	
Company's Procurement Business Number (PBN)	
Solicitation number	
Board of Directors (Use Format – first name last name) Or put the list as an attachment	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
Other members	
Comments	

Form 7 to Part 5 – Bid Solicitation
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for [Employment and Social Development Canada \(ESDC\)](#) - Labours' website.

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the *Employment Equity Act*.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

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

OR

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

B. Check only one of the following:

- ☐ B1 The Bidder is not a Joint Venture.

OR

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

Form 8 –Network Diagrams

(to be provided by Bidder in their bid)

Form 9 – IT Product List

IT Product List								
Line Item #	Location (a)	Product Type (b)	IT Component (c)	Product Acquisition Date (MM/YYYY or Undetermined future date) (d)	Model Name/ Number (e)	Description and Purpose (f)	Product Manufacturer and/or Software Publisher (g)	Name of Subcontractor (if equipment is being provided by a subcontractor) (h)
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Solicitation No. – N° de l'invitation
47419-176802

Form 10 – Subcontractor List

Subcontractor List			
Solicitation No.: 47419-176802		Bidder's Legal Name:	
Name of the Subcontractor (a)	Address of the Subcontractor's headquarters (b)	Portion of the Work that would be performed by the Subcontractor (c)	Location(s) where the Subcontractor would perform the Work (d)