

c/o Sarah Ahmed , Senior Procurement Officer Shared Services Canada 180 Kent Street | 13th Floor Ottawa, Ontario Canada K1P 0B6

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION,

Proposal To: Shared Services Canada

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

Proposition aux: Services partagés Canada

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

Comments - Commentaires

This document contains a Security Requirement.

Issuing Office – Bureau de distribution SSC | SPC

Procurement and Vendor Relationships | Achats et relations avec les fournisseurs 180 Kent Street | 180, rue Kent Ottawa, Ontario K1P 0B6

Title – Sujet						
CANADA BORDER SERVICES AGENCY VOICE REPORTING SYSTEM						
(VRS)						
STREAM 1, STREAM 2 and STREAM 3						
Solicitation No. – N° de Date Pecemb	20 2047					
R1000337582, R1000337606,	er 20, 2017					
R1000337562, K1000337600,						
1000007007						
Client Reference No N° référence du cli	ent					
17-61617-0, 17-61618-0, 17-61619-0						
File No. – N° de dossier						
17-61617-0, 17-61618-0, 17-61619-0						
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prend fin Fuseau I	noraire					
at – à 2:00 pm EDT						
on – le January 31, 2018						
D.D.P (Delivery Duty Paid)						
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Plant-Ùsine: ☐ Destination: ☐ Other Address Inquiries to : - Buyer Id	-Autre: □ – Id de l'acheteur					
Plant-Ùsine: ☐ Destination: ☐ Other						
Plant-Ùsine: ☐ Ďestinátion: ☐ Other Address Inquiries to : - Buyer Id Adresser toutes questions à: C31						
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Vendor/firm Name and address Raison sociale et adresse du fourn isseur/de l'entrepreneur

Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone

Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date





 $\label{eq:solicitation} Solicitation No. - N^{\circ} \ de l'invitation \\ R1000337582, R1000337606, R1000337607 \\ \text{Client Ref. No. - N}^{\circ} \ de \ réf. \ du \ client \\ 17-61617-0, 17-61618-0, 17-61619-0 \\$

File No. - N° du dossier 17-61617-0, 17-61618-0, 17-61619-0

BID SOLICITATION

CANADA BORDER SERVICES AGENCY VOICE REPORTING SYSTEM (VRS) STREAM 1, STREAM 2 AND STREAM 3

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Annex B3 - STREAM 3 - Pricing Table

Annex C1 - STREAM 1 - Security Requirements Check List (SRCL)

Annex C2 - STREAM 2 - Security Requirements Check List (SRCL)

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Forms:

- Form 1 Bid Submission Form
- Form 2 Federal Contractors Program for Employment Equity Certification
- Form 2A Supply Chain Integrity Form

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- Form 3 Substantiation of Technical Compliance Form
- Form 4 Off-the Shelf and OEM Certification Form
- Form 5 Software Publisher Certification Form
- Form 6 Avaya Value added Reseller (VAR) Certifications
- Form 7A Project Reference Form for STREAM 1
- Form 7B Project Reference Form for STREAM 2
- Form 7C Project Reference Form for STREAM 3

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BID SOLICITATION FOR

CANADA BORDER SERVICES AGENCY VOICE REPORTING SYSTEM (VRS) STREAM 1, STREAM 2 AND STREAM 3

FOR

CANADA BORDER SERVICES AGENCY

PART 1 GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

- a. This bid solicitation is being issued by Shared Services Canada (SSC) to satisfy the Canada Border Services Agency's (CBSA) requirement for Alternative to Detention (ATD) Framework. The ATD Framework is intended to support CBSA's detention program by providing a mechanism to facilitate the detention avoidance or release of individuals in a manner that mitigates risk and facilitates the location and apprehension of individuals who fail to comply as required.
 - The CBSA's ability to monitor, track and locate individuals is critical to the success of the immigration enforcement program. While ATD community programming provides in-community support for ATD participants, the scope of tools available to CBSA officers to apprehend individuals will be expanded through the design and implementation of ATD Electronic Supervision Tools, including Voice Reporting (VR) with location based service and Electronic Monitoring (EM).
- b. This requirement is for the provision of Voice Reporting System (VRS) as well as for the provision of terminal equipment, software, maintenance and support services of said equipment for use by CBSA for the following three Streams:
 - **Stream 1** CBSA hosted Voice Reporting System (VRS) Interactive Voice Response (IVR) System with voice biometric module and related equipment and software.
 - Stream 2 Short Message Service (SMS) for voice reporting; and

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Stream 3 – Location Based Service (LBS), telephone reporting with biometric identifier and GPS locations server.

- c. Number of Contracts: SSC intends to award up to 3 separate contracts, one per Stream, to different successful bidders or to one bidder should it be the successful bidder under each Stream. If a bidder is successful in more than one stream Canada reserves the right to include all awarded streams in one contract.
- d. Term of Contracts: SSC intends to award the contracts for a contract period of 2 year, plus 3 one-year irrevocable options allowing Canada to extend the term of the contract. This bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.
- e. There is a security requirement associated with this requirement. For additional information, see Part 6 Security, Financial and Other Requirements, and Part 7 Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations Instructions for Bidders" document on the Departmental Standard Procurement Documents (http://www.tpsgc-pwgsc.gc.ca/app-acq/index-eng.html) Website.
- f. This procurement is subject to the National Security Exception contained in Canada's domestic and international trade agreements.
- g. Bidders are to provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 (2015-07-03) Goods or Services Competitive Requirements.
- h. For services requirements, Bidders in receipt of a federal government pension or a lump sum payment are to provide the required information as detailed in Part 5 of the bid solicitation.
- i. There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 Certifications, Part 7 Resulting Contract Clauses and Form 3, "Federal Contractors Program for Employment Equity Certification."

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PART 2BIDDER 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/policyand-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. For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.
- d. 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. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).
- e. Section 3 of the 2003 Standard Instructions Goods and Services Competitive Requirements is amended as follows: delete "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16"
- f. Subsection 5(4) of 2003, Standard Instructions Goods or Services Competitive Requirements is amended as follows:
 - i. Delete: sixty (60) days
 - ii. Insert: one hundred and eighty (180) days
- g. Sections 6 and 7 of the 2003 (2016-04-04) Standard Instructions Goods and Services Competitive Requirements are deleted;
- h. Section 10 of the 2003 (2016-04-04) Standard Instructions Goods and Services Competitive Requirements is amended by:
 - i. changing the title to read "Legal Capacity and Ownership and Control Information";
 - ii. numbering the first paragraph as number 1.; and
 - iii. adding the following paragraphs to the section:
 - The Bidder must provide, if requested by the Contracting Authority, the following information as well as any other requested information related to the ownership and control of the Bidder, its owners, its management and any related corporations and partnerships:
 - (a) An organization chart for the Bidder showing all related corporations and partnerships;
 - (b) A list of all the Bidder's shareholders and/or partners, as applicable; if the Bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner; and
 - (c) A list of all the Bidder's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner. In the case of a joint venture Bidder, this information must be provided for each member of the joint venture. The Contracting Authority may also require that this information be provided in respect of any subcontractors specified in a bid.

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- 2. For the purposes of this section, a corporation or partnership will be considered related to another party if:
 - (a) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act:
 - (b) the entities have now or in the two years before the closing date had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (c) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- i. Section 12 of the 2003 (2016-04-04) Standard Instructions Goods and Services Competitive Requirements is amended by adding the following subsection (A):
 - (A) Canada also reserves the right to reject a bid where Canada is of the opinion that awarding the contract to the Bidder could be injurious to the national interest or to national security.
- j. The 2003-1 Supplemental Standard Instructions Telecommunications (2015-04-01) are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003-1 and this document, this document prevails.

2.2 Submission of Bids

- a. Bids must be addressed to the Contracting Authority and the location indicated on page 1 of the bid solicitation. A cancellation date stamp, a courier bill of lading or a date stamped label from a Delivery Company must indicate that the Bid was received on or before the closing date and time. Delivery Company means an incorporated courier company, Canada Post Corporation or a national equivalent of a foreign country. The Contractor Authority will have the right to ask for information from the Bidder or the Delivery Company to verify that the response was received by the Delivery Company on or before the closing date and time. Failure to comply with this request will render the response non-responsive.
- b. Bids must be submitted to SSC by:
 - i. the Respondent's representative in person; or
 - ii. registered mail; or
 - iii. an incorporated courier company.

If the Bidder plans to deliver the response by hand or by courier to the Contracting Authority, the Bidder is requested to contact the Contracting Authority at Sarah.Ahmed@Canada.ca mailbox at least 48 hours before the closing date to make arrangements for the delivery date and time of its intended response. If the Bidder does not make arrangements 48 hours in advance with the Contracting Authority for delivery of its Bid response, SSC may not be able to accommodate the Bidder, but SSC is not responsible for making a representative available to receive the Bid response at any time other than the closing time. Upon receipt of any Bid response delivered by hand or by courier, the Bidder or the courier, as well as the SSC Contracting Authority, must sign an SSC bid receipt confirmation form, a copy of which will be provided to the Bidder or Courier Company.

Due to the nature of the RFP, Bids transmitted by facsimile or e-mail to Shared Services Canada will not be accepted.

Bidders intending to submit a Bid response are requested to send an e-mail notification to Sarah.Ahmed@Canada.ca prior to the closing date indicating their intention to submit a response.

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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 with FPS, bidders must provide the information required below before contract award.

b. **Definitions**

- i. For the purposes of this clause, "former public servant" is any former member of a department as defined in the <u>Financial Administration Act, R.S.</u> 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:
 - A. an individual;
 - B. an individual who has incorporated;
 - C. a partnership made of former public servants; or
 - D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- ii. "lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the 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.
- iii. "pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c.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;

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- 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. Enquiries regarding the RFP must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date; otherwise enquiries may not be answered.
- 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

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

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

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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 (2 hard copies and 2 soft copies on USB or CD or DVD);
 - ii. Section II: Financial Bid (2 hard copies and 2 soft copies on USB or CD or DVD);
 - Section III: Certifications (2 hard copies and 2 soft copies on USB or CD or DVD); iii.
 - All CDs and DVDs should be clearly labeled with the Bidder's name, the solicitation number iv. and the signature of an authorized representative of the Bidder.
 - ٧. 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.
 - vi. 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;
 - include a table of contents; and iv.
 - V. use page numbering on all pages.
- 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.tpsgcpwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, bidders should:
 - 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 Only One Bid per Stream from a Bidding Group:
 - A Bidder, including related entities, will be permitted to participate in the submission of one bid per competed streams (maximum of three bids).
 - ii. The submission of more than one bid per stream from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid per stream, Canada will choose in its discretion which bid to consider.
 - iii. For the purposes of this article, "bidding group" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "related" for the purposes of this bid solicitation if:
 - iv. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - they are "related persons" or "affiliated persons" according to the Canada Income Tax Act; ٧.

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vi. 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

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

3.2 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 in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- b. The technical bid consists of the following:
 - i. Bid Submission Form (Form 1): Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information requested by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to provide the additional information or make the correction. Providing the information when requested during the evaluation period is mandatory.

ii. Evaluation of Compliance with Mandatory Experience Requirements

- A. The Project Reference Forms 7A, 7B and 7C will be evaluated for completeness. If Canada determines that the information required by the project reference form is incomplete or missing, Canada may request the bidder to submit said form and will provide the respondent with an opportunity to do so. The Respondent will have 3 FGWD (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to comply with the request of the Contracting Authority and provide any required information within the requested time period will result in the response being disqualified.
- B. Each mandatory experience requirement will be evaluated separately on a pass/fail basis.

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- C. Canada is not obliged to, but may in its discretion, contact the primary reference, in order to validate that any information provided by the Respondent about work performed for that reference is accurate. Canada may conduct the reference check with respect to none, some or all of the mandatory experience requirements. Canada will conduct any project reference validation check in writing by e-mail by sending the reference (primary) a copy of the completed and signed Project Reference Form. Canada will email (copying) the Respondent's contact when an e-mail is sent out for project reference validation checks.
- D. If Canada chooses to contact one or more references to validate information provided by a Respondent, Canada must receive the reference's response within 5 FGWD from the date of the request. On the third day after sending out the e-mail(s), if Canada has not received a response from the reference, Canada will notify the Respondent by e-mail, to allow the Respondent to contact its primary reference directly to ensure that it responds to Canada within 5 FGWD of the initial request. If Canada does not receive confirmation (within 5 d FGWD) from either the primary or backup reference that the information on the signed ITQ Project Reference Form is accurate (or that any inaccuracies are not material to whether or not the project meets the mandatory requirements), that Respondent's Project Reference will not be considered in the evaluation. Canada may also contact a primary or backup reference for clarification purposes, either by email or by telephone.
- If during reference validation by Canada it becomes apparent that the address, telephone number, or email address for any of the references is incorrect or missing, the Respondent will be permitted to provide the correct address, telephone number, or email address within 3 FGWD of a request by Canada. If the named individual for the primary reference is unavailable because they are on leave, or no longer working for that organization, Canada will contact the backup reference from the same Customer Organization.
- F. Respondents will not be permitted to submit an alternate project, Customer Organization, or contact name after the closing of this RFP.
- iii. Security, Financial & Other Requirements: required by Part 6 of the bid solicitation.
- Substantiation of Technical Compliance Form (Form 3): The technical bid must iv. substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex A (Statement of Work) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- Bid Requirements: SCSI Submission (Mandatory at Solicitation Closing): Required by article 4.5 b) entitled Mandatory Qualification Submission under Part 4. By submitting a bid, the Bidder confirms its agreement to the terms and conditions of the Non-Disclosure Agreement set out herein.

3.3 Section II: Financial Bid

a. Pricing: Bidders must submit their financial bid using the applicable Annex B – Pricing Tables (Annex B1, Annex B2 or Annex B3) the total amount of Applicable Taxes must be shown

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separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

- b. Variation in Resource Rates by Level: Where the financial tables provided by Canada allow different firm rates to be charged for different levels of experience within the same resource category and time period, for any such resource category and time period
 - The rate bid for level four must be higher than that bid for level three, and
 - ii. The rate bid for level three must be higher than that bid for level two, and
 - iii. The rate bid for level two must be higher than the rate bid for level one.
- c. All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years.
- d. 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.
- e. Published Price List for Accessories and Parts with pricing information: The bid should include a copy of a Published Price List for accessories and parts in Appendix F to the applicable Annex B Pricing Table, identifying all components and Licensed Software Hardware offered by the Bidder with discounted pricing information. If the Bidder has not included the PPL in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit the PPL during the evaluation period. If the Bidder has not submitted the PPL within the period set by the Contracting Authority, its bid will be declared non-compliant.
- f. Exchange Rate Fluctuation:
 - The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder requests that an exchange rate adjustment be applied during the contract period, this request must be clearly indicated in the bid. If so, the Bidder must submit form Annex F - Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
 - 2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
 - 3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
 - 4. At time of bidding, the Bidder must complete columns (1) to (4) of Annex F Claim for Exchange Rate Adjustments for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
 - 5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.
 - 6. The Initial Exchange Rate provided at column (6) of Annex F Claim for Exchange Rate is the noon rate as published by the Bank of Canada on the February 01, 2017. The noon rate

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for the Bank of Canada can be found at the following web link: http://www.bankofcanada.ca/rates/exchange/daily-converter/

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

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PART 4EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria. 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 SSC will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c. In addition to any other time periods established in the bid solicitation:
 - 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:
 - verify any or all information provided by the Bidder in its bid; OR
 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.

4.2 Technical Evaluation

Mandatory Technical Criteria:

- i. Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically 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.
- ii. The mandatory requirements are described in Form 3 Substantiation of Technical Compliance Form.
- iii. The mandatory experience requirements are described in Form 7A, 7B, and 7C.

4.3 Financial Evaluation

- The financial evaluation will be conducted by calculating the Total Bid Evaluation Price using the Pricing Tables completed by the bidders per stream. Canada will evaluate the financial bids for each stream independently.
- b. The financial evaluation process is described in the Instructions to Bidder under Appendix A to the applicable Annex B Pricing Tables.

c. 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.

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d. Substantiation of Professional Services Rates

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

- 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 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, email address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.
- v. 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 Total Bid Price for each stream will be recommended for award of a contract.
- b. Tie-Breaker; In the event that the result of the Technical and Financial evaluations end in a tie between two bidders, Canada will resolve the tie by means of a best two out of three coin toss. A neutral third party will be selected to toss the coin, should this scenario occur.
- c. 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.

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4.5 Supply Chain Integrity Process

a. Definitions

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

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

b. Mandatory Qualification Submission Requirements

- i. A supply chain scope diagram is attached at Form 2A to provide a visual representation of the Supply Chain Security Information (SCSI) requirement.
- ii. Bidders must submit, with their bid on the RFP closing date, the following SCSI:
 - A. **IT Product List**: Bidders must identify the Products over which Canada's Data would be transmitted and/or stored that will be used and/or installed to perform any part of the Work described in the resulting contract, as well as the following in regards to each Product:
 - 1. Location: identify where the Product is interconnected within any given network for Canada's Data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations center, security operations center, internet or other public network peering points, etc.);
 - 2. Product Type: identify the generally recognized description used by Industry such as appliance, hardware, software, etc. Components of an assembled Product, such as a module or card assembly, must be provided for all layer 3 internetworking devices;
 - 3. IT Component: identify the generally recognized description used by Industry such as firewall router, switch, server, security appliance, etc.;
 - 4. Product Model Name or Number: identify the advertised name or number of the Product by the Product Manufacturer;
 - Description and Purpose of the Product: identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described in the resulting contract;
 - 6. Identify the Product Manufacturer and/or Software Publisher;
 - 7. Name of Subcontractor refers to the subcontractor that will provide the Product.

Bidders are requested to provide the IT Product List information on the Form 2A. It is requested that the Bidders indicate their legal name on each page and insert a page number as well as the total number of pages. Bidders are also requested to insert a separate row for each Product. Bidders are requested not to repeat multiple iterations of the same Product

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(e.g. if the serial number and/or the color is the only difference between two Products, they are considered the same Product with regards to SCSI).

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

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

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

c. Assessment of Supply Chain Security Information

- i. Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.
- ii. In conducting its assessment:
 - A. Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the response being disqualified.

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- Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the response or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.
- If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a iii. solution, creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
 - Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's Supply Chain Security Information.
 - The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 10 calendar days following the day on which Canada's written notification is sent to the Bidder, (or a longer period specified in writing by the Contracting Authority).
 - If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the response will be disqualified.
- By participating in this process, the Bidder acknowledges that the nature of information iv. technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:
 - qualification pursuant to this RFP does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;
 - qualification pursuant to this RFP does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
 - at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.
 - during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.
- All Bidders will be notified in writing regarding whether or not they have qualified under this RFP to proceed to the next stage of the procurement process.
- Any Bidder that has qualified under this RFP will be required, when responding to any subsequent bid solicitation under this solicitation process, to propose a solution consistent with the final version of the Supply Chain Security Information it submitted with its response to this

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RFP (subject to revision only pursuant to the paragraph below). Except pursuant to the paragraph below, no alternative or additional Products or subcontractors may be proposed in the Bidder's solution. This is a mandatory requirement of this solicitation process. The proposed solution during any subsequent bid solicitation does not need to contain all the Products within the final Supply Chain Security Information.

vii. Once a Bidder has been qualified in response to this RFP, no modifications are permitted to the Supply Chain Security Information except under exceptional circumstances, as determined by Canada. Given that not all the exceptional circumstances can be foreseen, whether changes may be made and the process governing those changes will be determined by Canada on a case-by-case basis

4.6 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 following non-disclosure agreement (the "Non-Disclosure Agreement"):

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

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PART 5 CERTIFICATIONS

5.1 General

- a. Bidders must provide the required certifications and documentation to be awarded a contract.
- b. 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.
- c. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.2 Mandatory Certifications Required Precedent to Contract Award

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

Note to Bidders: Bidders are requested to use Bid Submission Form 1 to provide information requested for paragraph c. Former Public Servant. For a joint venture bidder, this information must be provided for each member of the joint venture.

a. Code of Conduct and Certifications - Related documentation

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

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" list

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website.

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

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

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

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c. Former Public Servant

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

i. 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:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c.C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c.D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c.R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c.R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c.M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c.C-8.

ii. 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:

- a. name of former public servant;
- b. 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.

iii.Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

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f. period of lump sum payment including start date, end date and number of weeks;

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g. 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.

5.3 Additional Certifications Precedent to Contract Award

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

a. 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.

b. Bidder Certifies that System is "Off-the-Shelf"

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

c. OEM Certification

This certification applies to the Voice Reporting System, as described in Annex A Statement of Work.

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

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

For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware, on all accompanying documentation, on mandatory certification reports, and on any support software.

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d. Software Publisher Certification and Software Publisher Authorization

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 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.

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 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.

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.

e. Certifications Required by Supplemental Standard Instructions 2003-1

Bidders are required to submit the required regulatory certifications in accordance with Supplemental Standard Instructions - Telecommunications. Bidders should note that only tariffs to which the Bidder itself will be subject in performing the work are required to be submitted. It is the responsibility of the Bidder to manage its own relationship with any subcontractors who may be subject to tariffs.

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PART 6SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- a. Before award of a contract, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 7 Resulting Contract Clauses;
- 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 consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (http://iss-ssi.pwgsc-tpsgc.gc.ca/ssi-iss-services/sc-cs-eng.html) on the Departmental Standard Procurement Documents Website.

6.2 Financial Capability

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

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PART 7 RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- a. TO BE INSERTED UPON CONTRACT AWARD (the "Contractor") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements (https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9/35).
- b. The contract is for the requirement competed as: (APPLICABLE STREAM OR STREAMS ARE TO BE INSERTED UPON CONTRACT AWARD)
 - i. STREAM 1: CBSA HOSTED VOICE REPORTING SYSTEM (VRS) INTERACTIVE VOICE RESPONSE (IVR) SYSTEM WITH VOICE BIOMETRIC MODULE AND RELATED EQUIPMENT AND SOFTWARE
 - II. STREAM 2: SHORT MESSAGE SERVICES (SMS) FOR VOICE REPORTING
 - iii. STREAM 3: LOCATION BASED SERVICE, TELEPHONE REPORTING WITH BIOMETRIC IDENTIFIER AND GPS LOCATION SERVER
- c. **Client:** Under the Contract, the "Client" is Canada Border Services Agency ("CBSA"). This Contract will be used by CBSA to provide services to its clients.
- d. 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.
- e. **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions or Annex A Statement of Work and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions or Annex A Statement of Work. Also, the following words and expressions have the following meanings:
 - any reference to a "deliverable" or "deliverables" includes the Hardware, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred) and the Leased Hardware.
 - "Product" means any hardware that operates at the data link layer of the OSI (Open Systems Interconnection) Model (layer 2) and above, any software and Workplace Technology Devices.
 - "Workplace Technology Devices" means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.
 - "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
 - **"Work"** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

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7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

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

a. General Conditions:

 2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract. These General Conditions are amended as follows:

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

b. Supplemental General Conditions:

The following Supplemental General Conditions:

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

Section 08 is replaced as follows:

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

- 4004 (2013-04-25), Supplemental General Conditions Maintenance and Support Services for Licensed Software;
- ii. 4005 (2012-07-16), Supplemental General Conditions Telecommunications Services and Products:
- iii. 4007 (2010-08-16), Supplemental General Conditions Canada to Own Intellectual Property Rights in Foreground Information;
- iv. 4008 (2012-08-16) Supplemental General Conditions Personal Information apply to and form part of the Contract.

7.3 Security Requirement

- a. The following security requirement (Annex C SRCL and related clauses) applies and forms part of the Contract:
 - i. The contractor and/or its employees must EACH maintain a valid RELIABILITY STATUS, granted by Canada and approved by Shared Services Canada.
 - ii. The contractor and/or its employees MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s).

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- iii. The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.
- iv. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Shared Services Canada.
- v. The contractor and its employees must comply with the provisions of the:
 - a) Justice Canada Security of Information Act (Latest Edition);
 - b) Industrial Security Manual (Latest Edition).

7.4 On-going Supply Chain Integrity Process

- a. Supply Chain Integrity Process: The Parties acknowledge that a Supply Chain Integrity Process assessment was a key component of the procurement process that resulted in the award of this Contract. In connection with that assessment process, Canada assessed the Contractor's Supply Chain Security Information (SCSI) without identifying any security concerns. The following SCSI was submitted:
 - i. an IT Product List;
 - ii. one or more network diagrams; and
 - iii. a list of subcontractors;
- c. This SCSI is included as Annex F. The Parties also acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SCSI will be required throughout the Contract Period. This Article governs that process.
- d. **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI information contained in Annex F. In that regard:
 - i. The Contractor must revise its SCSI at least once every 30 calendar days 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 a 30 calendar day period, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged. Changes made to the IT Product List must be accompanied with revised Network Diagram(s).
 - ii. The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.
 - iii. Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
 - 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 SCSI.

e. Identification of New Security Vulnerabilities in SCSI 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. Solicitation No. - N° de l'invitation R1000337582, R1000337606, R1000337607 Client Ref. No. - N° de réf. du client 17-61617-0, 17-61618-0, 17-61619-0 Amd. No. - N° de la modif.

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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 SCSI that have already been the subject of an SCSI assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

f. 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 Contracting 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 Contracting Authority so that Canada may perform a complete assessment;
 - B. if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
 - C. implement the mitigation plan approved by Canada.
- iii. 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.
- iv. Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

g. 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:
- ii. with respect to Products already assessed without security concerns by Canada pursuant to an SCSI assessment, evidence from the Contractor of how long it has owned the Product;
- iii. 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;
- iv. 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;

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- v. the normal useful life of the Product;
- vi. any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
- vii. the normal useful life of the proposed replacement Product;
- viii. the time remaining in the Contract Period;
- ix. 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;
- x. whether or not the Product being replaced can be redeployed to other customers;
- xi. 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;
- xii. 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
- xiii. the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- i. Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.
- ii. 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.

h. 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

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Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 8(3).

Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

7.5 Change of Control

- At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
 - an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
 - A. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - B. the entities have now or in the two years before the request for the infor*mation had a fiduciary* relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - C. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
 - 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;
 - 2. a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner;
 - and any other information related to ownership and control that may be requested by Canada.
- b. If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions Higher Complexity Services), provided the information has been marked as either confidential or proprietary.
- c. The Contractor must notify the Contracting Authority in writing of:
 - any change of control in the Contractor itself;
 - ii. any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
- iii. any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

The Contractor must provide this notice 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

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takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.

- d. 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.
- e. If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- f. If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada's determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.
- g. 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.
 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

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.

7.6 Contract Period

The period of the Contract is for two (2) years from	to	_ inclusive.	(to be inserted at
Contract Award)			

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7.7 Option to Extend the Contract:

i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1-year periods 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 at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.8 Authorities

h. Contracting Authority

The Contracting Authority for the Contract is:

Name: Sarah Ahmed

Title: Senior Procurement Officer

Shared Services Canada

Procurement and Vendor Relationships

Networks, Email and Internal Services Procurement

Address: 180 Kent, Ottawa, ON, K1G4A8

Telephone: (613) 240-3126 Facsimile: (613) 960-6007

E-mail address: Sarah.Ahmed@canada.ca

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

i. Technical Authority

The Technical Authority for the Contract is: TO BE INSERTED UPON CONTACT AWARD.

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

j. Contractor's Representative: TO BE INSERTED UPON CONTACT AWARD.

7.9 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 <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

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7.10 Payment

k. Basis of Payment

The following types of basis of payment will form part of each Contract (APPLICABLE BASIS OF PAYMENT - TO BE INSERTED UPON CONTRACT AWARD)

A. STREAM 1: CBSA HOSTED VOICE REPORTING SYSTEM (VRS) – INTERACTIVE VOICE RESPONSE (IVR) SYSTEM WITH VOICE BIOMETRIC MODULE AND RELATED EQUIPMENT AND SOFTWARE

- For the Supply Installation, configuration and support of data connection between the Contractor and Canada site, Canada will pay the Contractor a firm one-time fee, GST/HST extra.
- For the on-going support of the data connection between the Contractor and Canada site, Canada will pay the Contractor a firm monthly rate, GST/HST extra.
- 3. For the Supply, installation, initial configuration and support of the goods and/or services listed in items 3.3 a,b,c,e,f of Annex A Stream 1, Canada will pay the Contractor a firm one-time fee. GST/HST extra.
- For the monthly maintenance and support services, Canada will pay the Contractor firm monthly, GST/HST Extra.
- 5. For the Supply, installation, and configuration and support of Avaya Software products and licences, Canada will pay the Contractor a one-time fee, GST/HST extra.
- 6. For On-going support and Maintenance of Avaya Software products and licenses, Canada will pay the Contractor, firm monthly rate, GST/HST extra.
- 7. For the Supply, installation, and configuration and support of three toll-free numbers, Canada will pay the Contractor a one-time fee, GST/HST extra.
- 8. For On-going support and Maintenance of three toll-free numbers, Canada will pay the Contractor, firm monthly rate, GST/HST extra.

Estimated Cost \$ to be completed at contract award

B. STREAM 2: SHORT MESSAGE SERVICES (SMS) FOR VOICE REPORTING

- 1. For the Account Setup, training and support for initial SMS configuration, Canada will pay the Contractor a firm one-time fee, GST/HST extra.
- 2. For SMS outgoing messages & monthly Support, Canada will pay the Contractor Ceiling rates per message/month, GST/HST extra.

Estimated Cost \$ to be completed at contract award

C. STREAM 3: STREAM 3: LOCATION BASED SERVICE, TELEPHONE REPORTING WITH BIOMETRIC IDENTIFIER AND GPS LOCATION SERVER

- For the Account Setup, training and support for initial LBS configuration, Canada will pay
 the Contractor a firm one-time fee, GST/HST extra.
- 2. For Location request & monthly Support, Canada will pay the Contractor Ceiling rates per request/month, GST/HST extra.

Estimated Cost \$ to be completed at contract award

i. 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. Solicitation No. - N $^{\circ}$ de l'invitation R1000337582, R1000337606, R1000337607 Client Ref. No. - N $^{\circ}$ de réf. du client 17-61617-0, 17-61618-0, 17-61619-0

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ii. 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 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.

iii. **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.

I. Limitation of Expenditure

- i. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are excluded and Applicable Taxes are included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - a) it is 75 percent committed, or
 - b) 4 months before the Contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

m. Method of Payment - Monthly Payment

i. H1008C (2008-05-12), Monthly Payment

n. Payment Credits

i. Late Delivery: If the Contractor does not deliver the deliverables or perform the services within the time specified in the Contract the Contractor must provide a credit to Canada of \$1,000.00 for each calendar day of delay up to a maximum of 10 days, subject to the limitation that the total amount of the liquidated damages will not exceed 10% of the price of the work delivered late.

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ii. Credits for Failure to Meet Minimum Availability Level: if the percentage of service availability as defined in Annex A section 2.4.1.1 does not meet the minimum Availability Level, Canada will be entitled to a credit in the following amount:

- A. For every 0.1% below the minimum service availability level of any services in any given month, the Contractor must provide a credit to Canada in the amount of 1% of the applicable monthly rate or fee for the specific service up to a total of 10% of the relevant monthly charge. For example, if the Actual service availability Level for the Iridium services was 95% there would be a 1% credit applicable to the total monthly rate of corrective measures required of the Contractor described above are not met.
- iii. **Corrective Measures:** If credits are payable under this Article for 2 consecutive months or for 3 months in a 6 month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- iv. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- v. **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- vi. **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- vii. **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- viii. Audit Rights: The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.11 Invoicing Instructions

- The Contractor must submit invoices in accordance with the information required in the General Conditions.
- p. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- q. By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, Annex B Pricing and the Invoicing section of the Annex A Statement of Work, including any charges for work performed by subcontractors.
- r. The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

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7.12 Certifications

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

t. Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-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 HRSDC 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 *TO BE INSERTED UPON CONTRACT AWARD*.

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:

- u. section 02 of Supplemental General Conditions 4005 (Telecommunications Services and Products) entitled "Termination Rights Associated with Breach of Telecommunications Warranties and Representations";
- v. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- w. supplemental general conditions, in the following order:
 - 4001(2015-04-01); Supplemental General Conditions Hardware Purchase, Lease and Maintenance
 - 4003(2010-08-16); Supplemental General Conditions Licensed Software
 - 4004(2010-08-16); Supplemental General Conditions Maintenance and Support Services for Licensed Software
 - 4005(2012-07-16); Supplemental General Conditions Telecommunications Services and Products
- x. General conditions 2035 (2015-07-03), General Conditions Higher Complexity Services;
- y. Annex A, Statement of Work;
- z. Annex B, Pricing;
- aa. Annex C, Security Requirements Check List; and
- bb.the Contractor's bid dated ______TO BE INSERTED UPON CONTRACT AWARD, as amended, 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 Dispute Resolution

cc. Any dispute concerning this Contract that cannot be resolved by discussions or written communications between the Contracting Authority and the Contractor's Contract Program Manager within 20 Working Days will be handled as follows:

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i. After the 20-working day period, either Party may give notice to the other containing a request to negotiate, which must contain a description of the nature of the dispute, any relevant background details, and refer to specific articles of the Contract that relate to the dispute. The Party receiving the request to negotiate must provide the request to negotiate to:

		۲	Party receiving the request to negotiate must	provide the request to negotiate to:		
		A.	In the case of the GoC, to a Senior Direct	or; and		
		B.	award], an individual who is not involved i	[to be completed on Contract n the day-to-day administration of the Contract Senior Director level within the Contractor's		
dd	wr ad	iting ditio	g with its position regarding the nature of the	negotiate, the receiving Party must respond in dispute, any additional relevant details and any ders relevant to the dispute. The Party receiving		
	i.		In the case of the GoC, to a Senior Director	; and		
	ii.		In the case of the Contractor, toaward], an individual not involved in the day corresponds to the Senior Director level wit	[to be completed on Contract y-to-day administration of the Contract and who hin the Contractor's organization.		
ee	e. If the dispute is not resolved within 10 Federal Government Working Days of the response be provided, the Parties agree to refer the matter to the following individuals, depending on the n of the dispute:					
	i.		If the dispute concerns a financial matter no services for which payment would not exceed	ot exceeding \$5M or the delivery of goods and ed \$5M:		
		A.	In the case of the GoC, to a Director Gene	eral; and		
		B.		[to be completed on Contract award], y-to-day administration of the Contract and who within the Contractor's organization,		
	ii.		For all other matters,			
		A.	In the case of the GoC, to an Assistant De	eputy Minister; and		
		B.	award], an individual not involved in day-to	[to be completed on Contract o-day administration of the Contract and who ster level within the Contractor's organization.		
ff.	The Parties agree that negotiations will begin between these individuals within 10 Working Days. However, negotiations need not necessarily take place in the form of a face-to-face meeting.					
gg			Party may choose to bring the dispute to a me.	more senior individual in its own organization at		
hh	all	of t	the above steps), the Parties agree to consid	ations within a total of 60 Working Days (including der referring the matter to more senior officials in other appropriate dispute resolution processes		

- ii. All information exchanged during these negotiations or other dispute resolution processes will be regarded as "without prejudice" communications for the purpose of settlement negotiations and will be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations or other alternate dispute resolution process.
- jj. A Contract dispute is defined as any disagreement that cannot be resolved at a contract management review meeting.

7.16 Foreign Nationals (Canadian Contractor)

before resorting to litigation.

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

7.17 Insurance Requirements

SACC Manual clause G1005C (2008-05-12) Insurance Requirements applies.

7.18 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"

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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).

7.19 Joint Venture Contractor

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: (BIDDERS TO PROVIDE A LIST OF ALL THE JOINT VENTURE MEMBERS).
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - iii. all payments made by Canada to the representative member will act as a release by all the members.

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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.

7.20 Telecommunications Services

a. Service Evolution:

- i. The Contractor agrees to advise the Technical Authority of all improvements that affect the Work, including technological, administrative, commercial or other types of improvements. The Contractor agrees to offer all improvements that it is offering to any other customer as part of its standard services at no additional charge to Canada. Any other improvements must only be provided following approval in writing by the Contracting Authority. The price of these other service improvements will be negotiated on a case-by-case basis. These improvements may include, among other things, discounts resulting from aggregating certain services or discounted pricing for additional capacity.
- ii. The price of these other service improvements will be negotiated on a case-by-case basis (as set out in the Article entitled "Basis of Payment"), and will be reflected in a Contract Amendment. Any improvement resulting in a change to pricing will not be introduced to the Contract until at least 12 months after Canada accepts the Work performed during the Migration Readiness Stage.
- iii. Whether or not to accept or reject a proposed new Service extension is entirely within the discretion of Canada. If Canada does not accept a new Service that is proposed to extend a Service, the Contractor must continue to deliver the original Service as and when requested by Canada. If accepted, the extension of the new Service will be documented for the administrative purposes of Canada by contract amendment adding the new Service extension to the Contract as a Service available for purchase.
- iv. No new Service extension will be included in the Contract until one year after the Contract is awarded.

7.21 Training

a. **Providing Training**: The Contractor must provide training in accordance with the Annex A, Statement of Work.

7.22 Professional Services - General

- a. The Contractor must provide professional services on request as specified in this Contract. 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

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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 2035, Section 08 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 for default under the Section titled "Default of the Contractor", or
 - B. assess the information provided under subparagraph 1 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 meets or exceeds 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 subparagraph 2.1 above, or require another replacement in accordance with this sub article.

Where an Excusable Delay applies, Canada may require subparagraph 2.2 above instead of terminating under the "Excusable Delay" Article. 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 a 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.

7.23 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.

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7.24 Reporting Requirements

The Contractor must provide the following report to the Contracting Authority at the following times:

- a. The Contractor must provide an Expenditure Report to the Contracting Authority, with a copy to the Technical Authority, on a quarterly basis. The report must indicate the amount invoiced and the amount received from the Client, by month, summarized by quarter, totaled by calendar year, and total to date. The amounts must be provided both with and without taxes. The report must include on the summary page the amount invoiced to date (taxes included) compared to the contract value (taxes included) expressed as a percentage.
- b. The Report is due on the 20th of January, April, July and October. The report must cover the preceding quarter.

7.25 Representations and Warranties

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

7.26 Handling of Personal Information

The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

7.27 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.

7.28 Transition Services at End of Contract Period

- a. The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.
- b. The Contractor must work co-operatively with the CBSA project manager and any third parties to establish the most effective method to migrate the VRS services with no delay, and with minimal disruption to SSC and clients.

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ANNEX A - STREAM 1

Stream 1 – CBSA hosted Voice Reporting System (VRS) – Interactive Voice Response (IVR)

STATEMENT OF WORK

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1. INTRODUCTION

This Statement of Work (SOW) is to satisfy the Canada Border Services Agency's (CBSA) requirement for goods and services relating to the Alternative to Detention (ATD) Framework. The ATD Framework is intended to support CBSA's detention program by providing a mechanism to facilitate the detention avoidance or release of individuals in a manner that mitigates risk and facilitates the location and apprehension of individuals who fail to comply as required.

The CBSA's ability to monitor, track and locate individuals is critical to the success of the immigration enforcement program. ATD community programming provides in-community support for ATD participants and will be complimented by Electronic Supervision Tools, including Voice Reporting (VR) with location based service and Electronic Monitoring (EM).

Canada Border Services Agency (CBSA) requires an Interactive Voice Response (IVR) system with voice biometric identification as part of a pilot project to evaluate the current technology and develop a long term strategy and solutions for communication with clients under Immigration Enforcement proceedings.

The CBSA will host the IVR on its infrastructure and integrate the IVR system with other CBSA developed systems and third party services to provide a Voice Reporting System(VRS) for the duration of the pilot.

The purpose of the VRS is to allow CBSA clients to call in to an automated system and be biometrically verified using their voice. For clients that call in using a cell phone, their location will be recorded as well using a third party service provider. The requirement to call in to the CBSA on a regular basis is imposed on the client by the CBSA or the Immigration and Refugee Board under the authority of the Immigration and Refugee Protection Act.

The CBSA will be acting as an integrator and will be responsible for integrating the products and services into a usable system. The CBSA will be responsible for creating and administering policies and procedures related to all aspects of the use maintenance and administration of the system.

1.1. Scope of Work

The CBSA requires an on premises IVR system that will allow clients to call in to an automated system. The IVR system must be configurable by the CBSA to handle custom call flows, voice prompts, business rules and integration with other systems. The CBSA has the in house capacity to perform the configuration and integration but will require technical support to ensure the service is installed and operating as specified in the Deliverables Section of this document.

The CBSA requires the telephony services necessary to enable three toll free numbers to be available for use by clients calling from within Canada. The three phone numbers need to be routed to the CBSA hosted IVR and be able to handle up to 50 simultaneous incoming or outgoing calls.

The IVR system must include a voice biometric module that allows clients to enroll in the system using a landline or cellphone and provides a match score on subsequent calls from the client.

The CBSA will be procuring separate services for geo-locating the client's calling in by cell phone and for an SMS gateway service to send SMS messages to clients from the Voice Reporting System.

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2. GLOSSARY OF TERMS

In this Contract, the following terms have the meanings as defined in this Section 2. Any term not defined in this section shall have the meaning ascribed to it as set out in Newton's Telecom Dictionary¹.

Term	
CBSA	Canada Border Services Agency
VRS	Voice Reporting System – being developed, hosted and operated by the CBSA
SMS	Short Messaging Service – also called "Text messaging"
Short Code	A five or six digit number that appears as the sending number for mass SMS messages.
REST	Representational state transfer – A method for systems to communicate over the network/Internet
JSON	JavaScript Object Notation – A data interchange format
XML	eXtensible Markup Language – A data interchange format
API	application program interface – A framework for computer systems to interact with each other
IVR	Interactive Voice Response – An automated telephone system that prompts callers using a voice and performs different actions based on caller input.
VMware	Hardware virtualization software

¹ Newton, Harry. Netwon's Telecom Dictionary. Flatiron Publishing, 2009

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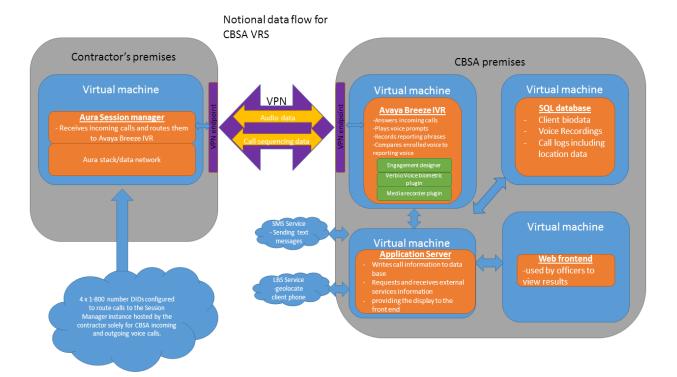
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3. GENERAL REQUIREMENTS

- 3.1. CBSA requires the contractor to provide and configure three toll free telephone numbers, the telephone numbers will be used for:
 - a) Voice Biometric enrolment;
 - b) Voice biometric reporting; and
 - c) Development and testing environment.
- 3.2. CBSA requires the contractor to provide and configure a dedicated Avaya Aura System Manager instance to support fifty (50) concurrent telephone lines.
 - a) It must include all related Avaya Session Manager Licences and service session licences.
 - b) The Avaya Aura System Manager must be configured for a high availability service. The system must have 99% availability per year or better. The system must also include High Availability licenses.
 - The system Manager must be configured to connect the three numbers and fifty incoming phone lines to the Avaya Breeze
- 3.3. The contractor must provide and configure an Avaya Breeze Infrastructure on dedicated CBSA virtual servers systems. CBSA is providing the supporting hardware for the installation of the virtual server system. The Breeze infrastructure must include but not limited to all software and licenses for the following snap-in/media components:
 - a) Engagement Designer 3.2
 - b) Avaya Media Services
 - c) All Media supporting snap-in for audio play-back, pre-recording prompts and storage.
 - d) Voice Biometric engine compatible with the graphical Engagement Designer 3.2
 - e) Text to speech (French and English)
 - f) Http and Https internal and external Restful services

The below data flow diagram represents one possible configuration. Other configurations are possible if they meet the functional, security and privacy requirements detailed in this document.

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4. FUNCTIONAL REQUIREMENTS

- 4.1. The system must be able to accommodate a minimum of 1400 telephone calls per day. Typical call duration will be 5 minutes.
- 4.2. The above telephone numbers must be able to handle an aggregate of 50 simultaneous incoming and outgoing calls.
- 4.3. The Voice biometric engine must be able to identify the voice of an individual with an accuracy of 60% or more with a pre-registered voice print. The voice biometric engine must be compatible with Avaya Engagement Designer 3.2 and be able to be configured using the Avaya Breeze graphical interface.
- 4.4. The Voice biometric engine must include but not limited to an anti-spoofing technologies to detect pre-recorded audio, unnatural audio source, concatenation or audio file and synthetic voice.
- 4.5. The Voice biometric server engine and voice verification/identification must be done using the CBSA internal network.
- 4.6. The contractor must provide voice biometric engine configuration and voice calibration. The Voice biometric engine must support but not be limited to calibration for the following languages: English, Spanish, Arabic, Hungarian, French, Mandarin, Urdu, Cantonese, Turkish, Tamil, Punjabi, Somali, Russian, Dari, Korean, Amharic, Farsi, Tigrinya and Yoruba.
- 4.7. Clients will record their voice reporting phrase three times and the voice biometric engine must be able to provide a match score for each recording from the client within 60 seconds of the client recording their final voice print.
- 4.8. The contractor must provide first level support training for all systems on CBSA premises. This must include but not limited to basic diagnostic telephony problems, management of all servers services and voice biometric calibration.
- 4.9. The contractor must provide all the hardware and software to create a secure VPN connection between CBSA premise and the contractor premise. The encryption must use the Federal Information Processing Standard (FIPS 140-2) and the Advanced Encryption Standard (AES256).
- 4.10. The Avaya Breeze environment and associated components will be installed by the contractor on VMware infrastructure hosted and maintained by the CBSA.
- 4.11. The CBSA must have full Administrator level access and rights in relation to the Breeze System Manager and associated components.
- 4.12. As detailed in the Security and Privacy section, communication between the CBSA and the Contractor must be encrypted using and agreed upon protocol.

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17-61617-0, 17-61618-0, 17-61619-0 **5. DELIVERY OF SERVICE**

5.1. Supply, Installation, and Maintenance of Equipment

The contractor must provide the physical installation media or provide a link to download the installation media or virtual machine template.

The contractor must provide the license keys required to enable the functionality and usage described in the requirements section.

The contractor must attend the CBSA offices to install and configure the system initially and setup, configure or calibrate the system as required such that the Acceptance criteria are met.

The goods and services must be provided to the CBSA by 01 February 2018 or a date that is mutually agreed upon. The Contractor must maintain and support all equipment and software installed at the GC sites.

5.2. Implementation Plans

The Contractor must work with the Technical Authority to prepare implementation plans for the installation and commissioning of the IVR system.

Implementation plans must include the following information:

- a) Site preparation (if required);
- a) Installation plan;
- b) Testing and verification plans;
- c) Installation, testing, and verification dates;
- d) Roles and responsibilities; and
- e) Proposed in-service date.

5.3. Bi-Weekly Implementation Updates

Bi-weekly implementation plan updates must be provided in writing to the Technical Authority.

Implementation plans will be approved, in writing, by the Technical Authority prior to implementation. Any changes to implementation plans must be authorised, in writing, by the Technical Authority.

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5.4. Test Plan

The Contractor must develop and document an exhaustive test plan which the Contractor will execute to demonstrate fully functional operation of the IVR system. This test plan must be provided to the Technical Authority a minimum of five (5) business days prior to testing, and must be approved by the Technical Authority prior to implementation.

The test must include at a minimum, the following functionality:

- a) Incoming calls to all three phone numbers are routed to the Avaya Breeze instance
- b) Voice Biometric enrolment;
- c) Voice Biometric reporting; and
- d) 50 simultaneous calls are connected to the Avaya Breeze instance.

5.5. Testing Hours

The Contractor's testing must be conducted during normal working hours for the location where the IVR system is being installed and the Contractor must provide CBSA with five calendar days' notice of the date and time of the testing. If the Contractor's tests indicate that any of the IVR system are not fully-functional, the Contractor will take the actions necessary to ensure the fully functional operation of the affected IVR system.

5.6. In-Service Date

If the In-Service Date or Revised In-Service Date falls after the first day of a calendar month, the charges for the first month's invoice will be calculated as: the number of days from the In-Service Date, or the Revised In-Service Date, whichever is later, to the end of the calendar month divided by 30, multiplied by the monthly recurring charges, plus any non-recurring charges, if applicable.

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6. ON-GOING MAINTENANCE AND SUPPORT

- 6.1. The contractor must provide an email and telephone number that the CBSA can use to contact the contractor regarding technical problems with the supplied software or services.
- 6.2. The contractor must respond within 4 hours to any technical problems reported.
- 6.3. The response must include a ticket number and an estimated time for repair or follow up.
- 6.4. The contractor must come on-site to repair any issue with the system. CBSA will work with the contractor to resolve the issues. No remote access will be permitted by the contractor.
- 6.5. The contractor must notify the CBSA by email as soon as they become aware of any outages of services relating to this contract and provide estimated repair times within 4 hours of notification.

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MONTHLY AVAILABILITY SERVICE LEVEL

7.1. The Monthly Availability Service Level for the phone lines and Aura Service Manager is 99 %, calculated as follows:

$$Monthly Availability = \left[\frac{(24 \ Hours \ x \ Days \ in \ Month - Outage \ Time)}{(24 \ Hours \ \times \ Days \ in \ Month)} \right] \times 100$$

- Where "Outage Time" is defined as the total time in hours during the month that the phone lines were not available and is calculated as the aggregate duration of each Service Disruption. Each Service Disruption begins when the contractor is notified of a service disruption and ends when the Contractor notifies CBSA that the problem ticket has been closed.
- The CBSA will be responsible for the Service Levels of the software components hosted on CBSA hardware.
- 7.4. Planned Service Disruptions

With respect to planned Service Disruptions, the Contractor must provide the Technical Authority, a written request for a planned Service Disruption a minimum of one (1) week prior to the event including the following details:

- a) The date of interruption and time of interruption;
- b) The planned duration of interruption; and
- c) The reason for interruption.

CBSA will review the request within 48 hours and either approve the Service Disruption or request that it be rescheduled so as not to interfere with any operational imperatives.

7.5. Planned Service Disruption Rescheduling

> The Contractor may request to reschedule a planned Service Disruption a minimum of one (1) week prior to the event and CBSA will review the request and either approve the request or ask the planned outage be rescheduled on an alternate date.

7.6. Planned Service Disruption Impairment of Service

> Any time of impairment or substantial impairment of IVR system occurs as a result of a planned and agreed Service Disruption is not counted as Outage Time in any Monthly Availability calculation unless the Contractor to reschedule a planned and agreed Service Disruption more than once during any calendar month. In this case, the time of impairment or substantial impairment of the IVR system associated with that re-scheduled planned Service Disruption will be considered as Outage Time in the Monthly Availability calculation.

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8. SECURITY AND PRIVACY

8.1. Privacy

- a) The Contractor acknowledges that CBSA is bound by the Privacy Act, R.S., 1985, c. P-21, with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- b) All such personal information is the property of CBSA, and the Contractor has no right in or to that information. The Contractor must deliver to CBSA all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as CBSA may request. Upon delivery of the personal information to CBSA, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

8.2. Security

- a) The Contractor must ensure that access to sensitive information such as call records, billing data, network performance statistics, and network information is at a minimum password controlled to ensure confidentiality. Call Record information must be transmitted utilizing, at minimum, 128 bit encryption methods.
- b) The Contractor must ensure that its infrastructure is secure from malicious attack or unauthorised access at all times. Specifically the Contractor must:
 - Ensure at all times the data integrity of the Contractor's databases and transmission systems;
 - b. Proactively protect its infrastructure from malicious access to their switching, call routing, and reporting systems;
 - c. Guard against denial-of-service attacks, insider attacks, unauthorised User actions, intrusions, and other potential threats;
 - d. Utilise audit and alarm mechanisms to monitor security related events;
 - e. Allow CBSA's security service to conduct security inspections at any time during the contract period at any of the Contractor's sites to verify the security requirements are met;
 - f. Notify CBSA of any security violation both verbally and by email within 1 hour of an incident occurring Monday to Saturday 8 a.m. to 6 p.m. or by 8:00 EST or EDST the following business day for incidents occurring outside of these hours; and
 - g. Automatically reset any User passwords after becoming aware of a security violation.
- c) The Contractor acknowledges that Canada requires, and the Contractor guarantees that, the telecommunications equipment and services provided under the Contract are and will be the subject of robust, comprehensive security measures that evolve as security threats and technologies evolve, so that the security measures in use are updated throughout the Contract Period, in order to achieve the highest possible levels of data integrity, availability, and confidentiality.

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17-61617-0, 17-61618-0, 17-61619-0 d) The Contractor must implement any reasonable security or protection measures requested by Canada from time to time, within a reasonable timeframe agreed to with Canada. The parties agree that reasonableness will be determined based on the severity of the threat to the integrity, availability and confidentiality of Canada's data and communications.

8.3. Subcontracting

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

8.4. Network Diagram:

- a) Within 7 calendar days of Contract award, the Contractor must deliver a draft network diagram to the Technical Authority that, at a minimum, addresses the following:
 - physical and logical network topology, depicting the nodes and connections amongst nodes Ι. in the network; and
 - II. Details of the nodes in the network, protocols, bandwidths, etc.
- b) The Contractor must provide an updated network diagram to Canada at the end of the implementation period (if any) and then quarterly, within 2 weeks of the end of each reporting period, which must reflect all changes made to the network during the reporting period. Even when there are no changes, the contractor is required to re-issue the Network Diagram with new dates at least quarterly.
- c) The Contractor acknowledges that the network diagram is not proprietary to the Contractor.
- 8.5. Location of Databases, Network Traffic Routing, and Data
 - a) The Contractor must ensure that all the databases containing any information related to the Work (including billing and/or call detail information) or data are located in Canada
 - b) The Contractor must ensure that all databases on which any data relating to this Contract is stored/archived are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada.
 - c) The Contractor must ensure that all data relating to this Contract is accessed and processed only in Canada.

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8.6. Network Connectivity and Access

- a) The Contractor must safeguard the network and all databases including Canada's data or information about Canada at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:
 - I. control access to all databases on which any data relating to this Contract is stored so that only individuals with the security clearance required by the Contract, and who also require access to the information in order to perform the Contract, are able to access the database:
 - II. ensure that passwords or other access controls are provided only to individuals who require access to perform the Work and who have the security clearance issued by CISD at the level required by the Contract; and
 - III. safeguard any database or computer system on which Canadas data is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information.
- b) The Contractor must maintain an audit log that automatically records all attempts to access Canadas network, as well as any databases that include Canadas data or information maintained by the Contractor about Canada (such as billing information and call detail information). Every action, transaction or business function performed on the Contractors network, systems, or databases relating to the Contract must be traceable to an individual user or account (by ensuring that user identifiers and accounts are unique and cannot be shared or transferred from one individual to another).

8.7. Network Management Protocols:

- a) The Contractor must ensure that all the components that form part of the system used to deliver the services use secure protocols.
- The Contractor must not use protocols that send clear text usernames or passwords over the network.
- The Contractor must not use (and must disable any) protocols that cannot pass through sessionaware firewalls.
- d) Canada will not consider an otherwise insecure protocol to be secure as a result of the use of tunnelling techniques such as port forwarding or In]ternet Protocol Security (IPSec).
- e) The Contractor must implement encryption protocols identified by Canada and must disable all encryption protocols not approved by Canada.
- All communication between the CBSA system and the SMS service must be encrypted using HTTPS protocol.

8.8. Security Monitoring and Incident Reporting:

- a) The Contractor must monitor their network and systems for abnormal or suspicious activities, such as odd work hours, unnecessary requests for code or data, abnormal data movements, or excessive use of systems or resources.
- b) The Contractor must immediately report to the Technical Authority and CISD any incidents relating to the security of Canadas network, or the Contractors network infrastructure or backbone, or Canadas data, if it impacts Canada, including but not limited to those incidents listed above. For example, any unauthorized access or attempt to gain unauthorized access must immediately be reported. Also, the discovery of any virus or malicious code and/or the installation of any unauthorized software code on any equipment must immediately be reported.
- c) The Contractor agrees to cooperate fully with Canada in the investigation of any security incident.
- d) The contractor must provide a list of IP addresses that will be used to communicate with the CBSA. The CBSA network will be configured to only accept messages from those IP addresses.

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e) Billing documents and information must not include any phone numbers or other personal information.

8.9. Security Audit:

- a) Canada may audit the Contractors compliance with the security requirements included in the Contract at any time. If requested by the Contracting Authority, the Contractor must provide Canada (or Canadas authorized representative) with full access to its premises, its network, and all databases storing Canada's data or data related to the Contract at all reasonable times. If Canada identifies any security deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.
- b) In the case of a change of control, the Contractor must advise the Contracting Authority immediately. If Canada determines that the change of control poses a security risk to Canada, Canada reserves the right to terminate the contract for convenience.

8.10. Contractor Access To GC Sites

In all cases, the Contractor's representative will be escorted by GC personnel while on GC premises.

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9. REPORTING

9.1. Monthly Service Reports

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The Contractor must prepare and provide the GC with monthly service reports in Microsoft (MS) Word or MS EXCEL format which must include the following information:

- a) Building name and street address;
- b) The circuit number or identifier;
- c) The Monthly Availability of the phones and Aura Service Manager for the reporting period;
- d) The date, and time that:
 - i. Each problem ticket was opened; and
 - ii. Each problem ticket was closed.
- e) The duration of each Service Disruption
- f) The nature of each Service Disruption planned or un-planned;
- g) The root cause of each Service Disruption;
- h) The corrective action taken;
- i) The Response Time and the Restoration Time of each unplanned Service Disruption; and
- j) The number of months since the last unplanned Service Disruption.

The monthly service report must be provided to the Technical Authority by the 10th calendar day of the month following the reporting period.

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10. SERVICE PROVIDER ORGANIZATION

10.1. Contractor Experience

The Contractor must have previous experience with implementing and maintaining commercially available IVR system and related equipment and software.

10.2. Contractor Site Visits

Prior to visiting a GC site, the Contractor must contact the local GC on-site contact and identify the reason for the visit and the expected arrival time. Upon arrival on-site the Contractor's personnel must contact the GC on-site contact before commencing any work. The GC will identify on-site contacts on a per-site basis during the installation phase of IVR System.

10.3. Project Manager

The Contractor must assign one Project Manager to act as a single point of contact for the planning, installation, and commissioning phases of the IVR System.

The Contractor's Project Manager must:

- a) Be accountable to manage the installation, testing, verification, and acceptance of the IVR system;
- b) Be available to the GC during normal working hours, five (5) days a week during implementations.
- c) Use Microsoft Project software;
- d) In respect of the provisioning of IVR system, the Project Manager must have the authority to make commitments on behalf of the Contractor and make immediate decisions regarding the performance of installation work, or any changes to the resources required, to meet the terms as set out in this Contract;
- e) Be available and responsive to the GC during installations. Specifically the Project Manager must respond to telephone messages within thirty (30) minutes during business hours;
- f) Prepare detailed installation project plans for presentation to the GC. The GC must approve the project plans prior to implementation; and
- g) Attend meetings as and when requested to discuss the status of an installation.

10.4. Account Manager

The Contractor must provide an Account Manager to manage the supply and provision of the services provided to the GC.

The Contractor's Account Manager must:

- a) Be able to communicate, both in writing and verbally, in English and French;
- b) Have the authority to commit/re-commit the Contractor's resources as may be required to correct Service Disruptions;
- Ensure that all performance targets, workmanship standards, and safety requirements are met or exceeded;
- d) Be responsible and accountable for the provision of IVR system to the GC;
- Attend meetings on GC premises within the service region on an as and when requested basis;
 and
- f) Be available to the GC during working hours and be on-call for problem resolution or escalation outside of normal working hours.

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In the event that the Account Manager is not available during a specific period of time the Contractor must identify a suitable replacement to the GC. Access outside of normal working hours will be via a call-back arrangement.

10.5. Technicians

The Contractor must provide technician(s) that possess a detailed working knowledge of IVR systems, industry best practices, and CBSA reserves the right to reject any technician dispatched by the Contractor that does not possess demonstrable experience with the installation and maintenance of IVR system.

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ANNEX A - STREAM 2

Stream 2 - Short Message Service (SMS) for voice reporting

STATEMENT OF WORK

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1. INTRODUCTION

This Statement of Work (SOW) is to satisfy the Canada Border Services Agency's (CBSA) requirement for goods and services relating to the Alternative to Detention (ATD) Framework. The ATD Framework is intended to support CBSA's detention program by providing a mechanism to facilitate the detention avoidance or release of individuals in a manner that mitigates risk and facilitates the location and apprehension of individuals who fail to comply as required.

The CBSA's ability to monitor, track and locate individuals is critical to the success of the immigration enforcement program. ATD community programming provides in-community support for ATD participants and will be complimented by Electronic Supervision Tools, including Voice Reporting (VR) with location based service and Electronic Monitoring (EM).

Canada Border Services Agency (CBSA) is designing and building a Voice Reporting System(VRS) that will allow clients to report to the CBSA by cell phone or landline using voice biometrics to authenticate the client's identity. For clients who report by cell phone, the CBSA system needs to record their geographic location.

The purpose of the VRS is to allow CBSA clients to call in to an automated system and be biometrically verified using their voice. For clients that call in using a cell phone, The CBSA wants to send reminders and messages to clients via SMS.

The CBSA requires a service that will send SMS messages to Canadian cell phones while those phones are physically located in Canada. The service must accept requests to send messages from an automated system via the Internet.

1.1. Scope of Work

The CBSA is designing, building, supporting and operating the VRS. The SMS Service will be called by the VRS using web services using a secure protocol over the Internet.

The contractor is expected to be responsible for all activities that enable the contractor to send SMS messages to cell phones via an automated electronic response to an automated electronic request from the CBSA.

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17-61617-0, 17-61618-0, 17-61619-0 **2. GLOSSARY OF TERMS**

In this Contract, the following terms have the meanings as defined in this Section 2. Any term not defined in this section shall have the meaning ascribed to it as set out in Newton's Telecom Dictionary².

Term	
CBSA	Canada Border Services Agency
VRS	Voice Reporting System – being developed, hosted and operated by the CBSA
SMS	Short Messaging Service – also called "Text messaging"
Short Code	A five or six digit number that appears as the sending number for mass SMS messages.
REST	Representational state transfer – A method for systems to communicate over the network/Internet
JSON	JavaScript Object Notation – A data interchange format
XML	eXtensible Markup Language – A data interchange format
API	application program interface – A framework for computer systems to interact with each other
IVR	Interactive Voice Response – An automated telephone system that prompts callers using a voice and performs different actions based on caller input.

² Newton, Harry. *Netwon's Telecom Dictionary*. Flatiron Publishing, 2009

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3. GENERAL REQUIREMENTS

- 3.1. CBSA requires the contractor to provide an SMS Service that is able to send a text message to any Canadian cellphone while that phone is physically in Canada.
- 3.2. The SMS Service must be hosted by the contractor and the contractor is responsible for all functions related to keeping the service available to the CBSA in accordance with the Service Level specified below.

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4. FUNCTIONAL REQUIREMENTS

- 4.1. The SMS Service must accept requests to send a message via the internet using a Web API that uses the REST protocol and a JSON or XML data format.
- 4.2. The SMS Service must send a response to the request using the same protocol and format that provides the delivery status or an error message.
- 4.3. As detailed in the Security and Privacy section, communication between the CBSA and the Contractor must be encrypted using and agreed upon protocol.

5. DELIVERY OF SERVICE

5.1. Supply of service

The contractor must provide the information necessary for the CBSA to configure its system to send SMS messages at the time the contract is signed.

The services must be provided to the CBSA by 01 February 2018 or a date that is mutually agreed upon.

5.2. Implementation Plans

The Contractor must work with the Technical Authority to prepare an implementation plan

The Implementation plan must include the following information:

- a) Service delivery plan;
- b) Testing and verification plans;
- c) Testing, and verification dates;
- d) Roles and responsibilities; and
- e) Proposed in-service date.

5.3. Test Plan

The Contractor must develop and document a test plan which the Contractor will execute to demonstrate fully functional operation of the SMS Service. This test plan must be provided to the Technical Authority a minimum of five (5) business days prior to testing, and must be approved by the Technical Authority prior to implementation.

The test must include at a minimum, the following functionality:

- Sending an SMS message to 5 different cell phones identified by the CBSA
- b) Receiving error messages for invalid requests or for phones that are not cell phones or are non-Canadian.

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5.4. Testing Hours

The Contractor's testing must be conducted between 08:00 and 16:00 Eastern time and the Contractor must provide CBSA with two calendar days' notice of the date and time of the testing. If the Contractor's tests indicate that the SMS Service is not fully-functional, the Contractor will take the actions necessary to ensure the fully functional operation of the SMS Service.

5.5. In-Service Date

If the In-Service Date or Revised In-Service Date falls after the first day of a calendar month, the charges for the first month's invoice will be calculated as: the number of days from the In-Service Date, or the Revised In-Service Date, whichever is later, to the end of the calendar month divided by 30, multiplied by the monthly recurring charges, plus any non-recurring charges, if applicable.

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6. ON-GOING MAINTENANCE AND SUPPORT

- 6.1. The contractor must provide an email and telephone number that the CBSA can use to contact the contractor regarding technical problems with the SMS Service.
- 6.2. The contractor must respond within 4 hours to any technical problems reported.
- 6.3. The response must include a ticket number and an estimated time for repair or follow up.
- 6.4. The contractor must notify the CBSA by email as soon as they become aware of any outages of services relating to this contract and provide estimated repair times within 4 hours of notification.

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7. MONTHLY AVAILABILITY SERVICE LEVEL

7.1. The Monthly Availability Service Level for the SMS Service is 99 %, calculated as follows:

$$Monthly\ Availability = \left[\frac{(24\ Hours\ x\ Days\ in\ Month - Outage\ Time)}{(24\ Hours\ \times\ Days\ in\ Month)}\right] \times 100$$

- 7.2. Where "Outage Time" is defined as the total time in hours during the month that the SMS Service was not available and is calculated as the aggregate duration of each Service Disruption. Each Service Disruption begins when the contractor is notified of a service disruption and ends when the Contractor notifies CBSA that the problem ticket has been closed.
- 7.3. Planned Service Disruptions

With respect to planned Service Disruptions, the Contractor must provide the Technical Authority, a written request for a planned Service Disruption a minimum of one (1) week prior to the event including the following details:

- c) The date of interruption and time of interruption;
- d) The planned duration of interruption; and
- e) The reason for interruption.

The Technical Authority will review the request within 48 hours and either approve the Service Disruption or request that it be rescheduled so as not to interfere with any operational imperatives.

7.4. Planned Service Disruption Rescheduling

The Contractor may request to reschedule a planned Service Disruption a minimum of one (1) week prior to the event and CBSA will review the request and either approve the request or ask the planned outage be rescheduled on an alternate date.

7.5. Planned Service Disruption Impairment of Service

Any time of impairment or substantial impairment of the SMS Service that occurs as a result of a planned and agreed Service Disruption is not counted as Outage Time in any Monthly Availability calculation unless the Contractor requests to reschedule a planned and agreed Service Disruption more than once during any calendar month. In this case, the time of impairment or substantial impairment of the SMS Service associated with that re-scheduled planned Service Disruption will be considered as Outage Time in the Monthly Availability calculation.

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8. SECURITY AND PRIVACY

8.1. Privacy

The Contractor acknowledges that CBSA is bound by the Privacy Act, R.S., 1985, c. P-21, with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.

All such personal information is the property of CBSA, and the Contractor has no right in or to that information. The Contractor must deliver to CBSA all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as CBSA may request. Upon delivery of the personal information to CBSA, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

8.2. Security

The Contractor must ensure that access to sensitive information such as call records, billing data, network performance statistics, and network information is at a minimum password controlled to ensure confidentiality. Call Record information must be transmitted utilizing, at minimum, 128 bit encryption methods.

The Contractor must ensure that its infrastructure is secure from malicious attack or unauthorised access at all times. Specifically the Contractor must:

- a) Ensure at all times the data integrity of the Contractor's databases and transmission systems;
- Proactively protect its infrastructure from malicious access to their data network, and reporting systems;
- c) Guard against denial-of-service attacks, insider attacks, unauthorised User actions, intrusions, and other potential threats:
- d) Utilise audit and alarm mechanisms to monitor security related events;
- e) Allow CBSA's security service to conduct security inspections at any time during the contract period at any of the Contractor's sites to verify the security requirements are met;
- f) Notify CBSA of any security violation both verbally and by email within 1 hour of an incident occurring Monday to Saturday 8 a.m. to 6 p.m. or by 8:00 EST or EDST the following business day for incidents occurring outside of these hours; and
- Automatically reset any User passwords after becoming aware of a security violation.

The Contractor acknowledges that Canada requires, and the Contractor guarantees that, the telecommunications service provided under the Contract is and will be the subject of robust, comprehensive security measures that evolve as security threats and technologies evolve, so that the security measures in use are updated throughout the Contract Period, in order to achieve the highest possible levels of data integrity, availability, and confidentiality.

The Contractor must implement any reasonable security or protection measures requested by Canada from time to time, within a reasonable timeframe agreed to with Canada. The parties agree that reasonableness will be determined based on the severity of the threat to the integrity, availability and confidentiality of Canada's data and communications.

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8.3. Subcontracting

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

8.4. Network Diagram:

- a) Within 7 calendar days of Contract award, the Contractor must deliver a draft network diagram to the Technical Authority that, at a minimum, addresses the following:
 - physical and logical network topology, depicting the nodes and connections amongst nodes in the network; and
 - II. Details of the nodes in the network, protocols, bandwidths, etc.
- b) The Contractor must provide an updated network diagram to Canada at the end of the implementation period (if any) and then quarterly, within 2 weeks of the end of each reporting period, which must reflect all changes made to the network during the reporting period. Even when there are no changes, the contractor is required to re-issue the Network Diagram with new dates at least quarterly.
- c) The Contractor acknowledges that the network diagram is not proprietary to the Contractor.

8.5. Location of Databases, Network Traffic Routing, and Data

- a) The Contractor must ensure that all the databases containing any information related to the Work (including billing and/or call detail information) or data are located in Canada
- b) The Contractor must ensure that all databases on which any data relating to this Contract is stored/archived are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada.
- c) The Contractor must ensure that all data relating to this Contract is accessed and processed only in Canada.

8.6. Network Connectivity and Access

 a) The Contractor must safeguard the network and all databases including Canada's data or information about Canada at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must: 17-61617-0, 17-61618-0, 17-61619-0

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- I. control access to all databases on which any data relating to this Contract is stored so that only individuals with the security clearance required by the Contract, and who also require access to the information in order to perform the Contract, are able to access the database;
- II. ensure that passwords or other access controls are provided only to individuals who require access to perform the Work and who have the security clearance issued by CISD at the level required by the Contract; and
- III. safeguard any database or computer system on which Canadas data is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information.
- b) The Contractor must maintain an audit log that automatically records all attempts to access Canadas network, as well as any databases that include Canadas data or information maintained by the Contractor about Canada (such as billing information and call detail information). Every action, transaction or business function performed on the Contractors network, systems, or databases relating to the Contract must be traceable to an individual user or account (by ensuring that user identifiers and accounts are unique and cannot be shared or transferred from one individual to another).

8.7. Network Management Protocols:

- a) The Contractor must ensure that all the components that form part of the system used to deliver the services use secure protocols.
- The Contractor must not use protocols that send clear text usernames or passwords over the network.
- The Contractor must not use (and must disable any) protocols that cannot pass through sessionaware firewalls.
- d) Canada will not consider an otherwise insecure protocol to be secure as a result of the use of tunnelling techniques such as port forwarding or Internet Protocol Security (IPSec).
- e) The Contractor must implement encryption protocols identified by Canada and must disable all encryption protocols not approved by Canada.
- All communication between the CBSA system and the SMS service must be encrypted using HTTPS protocol.

8.8. Security Monitoring and Incident Reporting:

- a) The Contractor must monitor their network and systems for abnormal or suspicious activities, such as odd work hours, unnecessary requests for code or data, abnormal data movements, or excessive use of systems or resources.
- b) The Contractor must immediately report to the Technical Authority and CISD any incidents relating to the security of Canadas network, or the Contractors network infrastructure or backbone, or Canadas data, if it impacts Canada, including but not limited to those incidents listed above. For example, any unauthorized access or attempt to gain unauthorized access must immediately be reported. Also, the discovery of any virus or malicious code and/or the installation of any unauthorized software code on any equipment must immediately be reported.
- c) The Contractor agrees to cooperate fully with Canada in the investigation of any security incident.
- d) The contractor must provide a list of IP addresses that will be used to communicate with the CBSA. The CBSA network will be configured to only accept messages from those IP addresses.
- e) Billing documents and information must not include any phone numbers or other personal information.

8.9. Security Audit:

 a) Canada may audit the Contractors compliance with the security requirements included in the Contract at any time. If requested by the Contracting Authority, the Contractor must provide Canada (or Canadas authorized representative) with full access to its premises, its network, and Solicitation No. - N° de l'invitation $R1000337582,\,R1000337606,\,R1000337607$ Client Ref. No. - N° de réf. du client

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all databases storing Canada's data or data related to the Contract at all reasonable times. If Canada identifies any security deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

b) In the case of a change of control, the Contractor must advise the Contracting Authority immediately. If Canada determines that the change of control poses a security risk to Canada, Canada reserves the right to terminate the contract for convenience.

9. REPORTING

9.1. Monthly Service Reports

The Contractor must prepare and provide the GC with monthly service reports in Microsoft (MS) Word or MS EXCEL format which must include the following information:

- a) The Monthly Availability of the SMS Service for the reporting period;
- b) The date, and time that:
 - iii. Each problem ticket was opened; and
 - iv. Each problem ticket was closed.
- c) The duration of each Service Disruption
- d) The nature of each Service Disruption planned or un-planned;
- e) The root cause of each Service Disruption;
- f) The corrective action taken;
- g) The Response Time and the Restoration Time of each unplanned Service Disruption; and
- h) The number of months since the last unplanned Service Disruption.

The monthly service report must be provided to the Technical Authority by the 10th calendar day of the month following the reporting period.

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10. SERVICE PROVIDER ORGANIZATION

10.1. Contractor Experience

The Contractor must have previous experience providing SMS Service relating to Canadian cell phones.

10.2. Project Manager

The Contractor must assign one Project Manager to act as a single point of contact for the planning and implementation phases of the SMS Service .

The Contractor's Project Manager must:

- a) Be accountable to manage the installation, testing, verification, and acceptance of the SMS Service:
- b) Be available to the GC during normal working hours, five (5) days a week during implementations.
- c) In respect to any issues related to the SMS Service, the Project Manager must have the authority to make commitments on behalf of the Contractor and make immediate decisions regarding the performance of installation work, or any changes to the resources required, to meet the terms as set out in this Contract;
- d) Be available and responsive to the GC during testing and implementation. Specifically the Project Manager must respond to telephone messages within thirty (30) minutes during business hours;
- e) Prepare detailed implementation project plans for presentation to the GC. The GC must approve the project plans prior to implementation; and
- f) Attend meetings as and when requested to discuss the status of an installation.

10.3. Account Manager

The Contractor must provide an Account Manager to manage the supply and provision of the services provided to the GC.

The Contractor's Account Manager must:

- a) Be able to communicate, both in writing and verbally, in English and French;
- b) Have the authority to commit/re-commit the Contractor's resources as may be required to correct Service Disruptions;
- c) Ensure that all service availability targets and contractual obligations, are met or exceeded;
- d) Be responsible and accountable for the provision of the SMS Service to the GC:
- e) Attend meetings on GC premises within the service region on an as and when requested basis; and
- f) Be available to the GC during working hours and be on-call for problem resolution or escalation outside of normal working hours.

In the event that the Account Manager is not available during a specific period of time the Contractor must identify a suitable replacement to the GC. Access outside of normal working hours will be via a call-back arrangement.

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ANNEX A - STREAM 3

Stream 3 – Location Based Service (LBS), telephone reporting with biometric identifier and GPS locations server

STATEMENT OF WORK

Buyer ID - Id de l'acheteur C31

File No. - N° du dossier 17-61617-0, 17-61618-0, 17-61619-0

1. INTRODUCTION

This Statement of Work (SOW) is to satisfy the Canada Border Services Agency's (CBSA) requirement for goods and services relating to the Alternative to Detention (ATD) Framework. The ATD Framework is intended to support CBSA's detention program by providing a mechanism to facilitate the detention avoidance or release of individuals in a manner that mitigates risk and facilitates the location and apprehension of individuals who fail to comply as required.

The CBSA's ability to monitor, track and locate individuals is critical to the success of the immigration enforcement program. ATD community programming provides in-community support for ATD participants and will be complimented by Electronic Supervision Tools, including Voice Reporting (VR) with location based service and Electronic Monitoring (EM).

Canada Border Services Agency (CBSA) is designing and building a Voice Reporting System (VRS) that will allow clients to report to the CBSA by cell phone or landline using voice biometrics to authenticate the client's identity. For clients who report by cell phone, the CBSA system needs to record their geographic location.

The purpose of the VRS is to allow CBSA clients to call in to an automated system and be biometrically verified using their voice. For clients that call in using a cell phone, their location will be recorded as well using information provided by a third party service provider.

The CBSA requires a Location Based Service (LBS) that will provide geolocation of Canadian cell phones while those phones are physically located in Canada. The service must accept requests to locate clients from an automated system via the Internet.

The CBSA will be acting as an integrator and will be responsible for integrating all products and services into a usable system. The CBSA will be responsible for creating and administering policies and procedures related to all aspects of the use maintenance and administration of the system.

1.1. Scope of Work

The CBSA is designing, building, supporting and operating the VRS. The LBS will be called by the VRS using web services using a secure protocol over the Internet.

The contractor is expected to be responsible for all activities that enable the contractor to provide the CBSA with the location of a cell phone via an automated electronic response to an automated electronic request from the CBSA.

The CBSA will obtain the written consent from the client for the contractor to obtain the location of the subscriber's phone.

The CBSA will keep copies of these consent forms and make them available at the request of the service provider.

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17-61617-0, 17-61618-0, 17-61619-0 **2. GLOSSARY OF TERMS**

In this Contract, the following terms have the meanings as defined in this Section 2. Any term not defined in this section shall have the meaning ascribed to it as set out in Newton's Telecom Dictionary³.

Term	
VRS	Voice Reporting System – being developed, hosted and operated by the CBSA
Geolocation	The physical location of a person or object represented as coordinates on a map.
GPS	Global Positioning System – satellite based geolocation system that provides very accurate geolocation.
Triangulation	Determining a geolocation using signal strength and direction in relation to three or more a cell phone towers.
REST	Representational state transfer – A method for systems to communicate over the network/Internet
JSON	JavaScript Object Notation – A data interchange format
XML	eXtensible Markup Language – A data interchange format
API	application program interface – A framework for computer systems to interact with each other
IVR	Interactive Voice Response – An automated telephone system that prompts callers using a voice and performs different actions based on caller input.

³ Newton, Harry. *Netwon's Telecom Dictionary*. Flatiron Publishing, 2009

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3. GENERAL REQUIREMENTS

- 3.1. CBSA requires the contractor to provide a Location Based Service that is able to provide geolocation for any Canadian phone number that is associated with any Canadian cell phone service provider while the phone is in Canada or an acceptable service level as detailed below and agreed to by the CBSA.
- 3.2. The LBS must be hosted by the contractor and the contractor is responsible for all functions related to keeping the service available to the CBSA in accordance with the Service Level specified below.

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4. FUNCTIONAL REQUIREMENTS

- 4.1. The LBS must accept requests to geolocate via the internet using a Web API that uses the REST protocol and a JSON or XML data format.
- 4.2. The LBS must send a response to the request using the same protocol and format that provides the geolocation information or an error message.
- 4.3. The response from the LBS must include the estimated accuracy of the coordinates.
- 4.4. As detailed in the Security and Privacy section, communication between the CBSA and the Contractor must be encrypted using and agreed upon protocol.

5. DELIVERY OF SERVICE

5.1. Supply of service

The contractor must provide the information necessary for the CBSA to configure its system to request the location of cell phones at the time the contract is signed.

The services must be provided to the CBSA by 01 February 2018 or a date that is mutually agreed upon.

5.2. Implementation Plans

The Contractor must work with the Technical Authority to prepare an implementation plan

The Implementation plan must include the following information:

- a) Service delivery plan;
- b) Testing and verification plans;
- c) Testing, and verification dates;
- d) Roles and responsibilities; and
- e) Proposed in-service date.

5.3. Test Plan

The Contractor must develop and document a test plan which the Contractor will execute to demonstrate fully functional operation of the LBS. This test plan must be provided to the Technical Authority a minimum of five (5) business days prior to testing, and must be approved by the Technical Authority prior to implementation.

The test must include at a minimum, the following functionality:

- Sending a location request from the Technical Authorities site and receiving a response
- b) Receiving location responses to location requests for Telus, Bell and Rogers cell phones
- Receiving error messages for location requests for phones that are not cell phones or are non-Canadian.

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5.4. Testing Hours

The Contractor's testing must be conducted between 08:00 and 16:00 Eastern time and the Contractor must provide CBSA with two calendar days' notice of the date and time of the testing. If the Contractor's tests indicate that the LBS is not fully-functional, the Contractor will take the actions necessary to ensure the fully functional operation of the LBS.

5.5. In-Service Date

If the In-Service Date or Revised In-Service Date falls after the first day of a calendar month, the charges for the first month's invoice will be calculated as: the number of days from the In-Service Date, or the Revised In-Service Date, whichever is later, to the end of the calendar month divided by 30, multiplied by the monthly recurring charges, plus any non-recurring charges, if applicable.

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6. ON-GOING MAINTENANCE AND SUPPORT

- 6.1. The contractor must provide an email and telephone number that the CBSA can use to contact the contractor regarding technical problems with the LBS.
- 6.2. The contractor must respond within 4 hours to any technical problems reported.
- 6.3. The response must include a ticket number and an estimated time for repair or follow up.
- 6.4. The contractor must notify the CBSA by email as soon as they become aware of any outages of services relating to this contract and provide estimated repair times within 4 hours of notification.

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7. MONTHLY AVAILABILITY SERVICE LEVEL

7.1. The Monthly Availability Service Level for the LBS is 99 %, calculated as follows:

$$Monthly\ Availability = \left[\frac{(24\ Hours\ x\ Days\ in\ Month - Outage\ Time)}{(24\ Hours\ \times\ Days\ in\ Month)}\right] \times 100$$

- 7.2. Where "Outage Time" is defined as the total time in hours during the month that the LBS was not available and is calculated as the aggregate duration of each Service Disruption. Each Service Disruption begins when the contractor is notified of a service disruption and ends when the Contractor notifies CBSA that the problem ticket has been closed.
- 7.3. Planned Service Disruptions

With respect to planned Service Disruptions, the Contractor must provide the Technical Authority, a written request for a planned Service Disruption a minimum of one (1) week prior to the event including the following details:

- a) The date of interruption and time of interruption;
- b) The planned duration of interruption; and
- c) The reason for interruption.

The Technical Authority will review the request within 48 hours and either approve the Service Disruption or request that it be rescheduled so as not to interfere with any operational imperatives.

7.4. Planned Service Disruption Rescheduling

The Contractor may request to reschedule a planned Service Disruption a minimum of one (1) week prior to the event and CBSA will review the request and either approve the request or ask the planned outage be rescheduled on an alternate date.

7.5. Planned Service Disruption Impairment of Service

Any time of impairment or substantial impairment of the LBS that occurs as a result of a planned and agreed Service Disruption is not counted as Outage Time in any Monthly Availability calculation unless the Contractor requests to reschedule a planned and agreed Service Disruption more than once during any calendar month. In this case, the time of impairment or substantial impairment of the LBS associated with that re-scheduled planned Service Disruption will be considered as Outage Time in the Monthly Availability calculation.

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8. SECURITY AND PRIVACY

8.1. Privacy

- a) The Contractor acknowledges that CBSA is bound by the Privacy Act, R.S., 1985, c. P-21, with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- b) All such personal information is the property of CBSA, and the Contractor has no right in or to that information. The Contractor must deliver to CBSA all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as CBSA may request. Upon delivery of the personal information to CBSA, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

8.2. Security

- a) The Contractor must ensure that access to sensitive information such as call records, billing data, network performance statistics, and network information is at a minimum password controlled to ensure confidentiality. Call Record information must be transmitted utilizing, at minimum, 128 bit encryption methods.
- b) The Contractor must ensure that its infrastructure is secure from malicious attack or unauthorised access at all times. Specifically the Contractor must:
- c) Ensure at all times the data integrity of the Contractor's databases and transmission systems;
- d) Proactively protect its infrastructure from malicious access to their data network, and reporting systems;
- e) Guard against denial-of-service attacks, insider attacks, unauthorised User actions, intrusions, and other potential threats;
- f) Utilise audit and alarm mechanisms to monitor security related events;
- g) Allow CBSA's security service to conduct security inspections at any time during the contract period at any of the Contractor's sites to verify the security requirements are met;
- h) Notify CBSA of any security violation both verbally and by email within 1 hour of an incident occurring Monday to Saturday 8 a.m. to 6 p.m. or by 8:00 EST or EDST the following business day for incidents occurring outside of these hours; and
- i) Automatically reset any User passwords after becoming aware of a security violation.
- j) The Contractor acknowledges that Canada requires, and the Contractor guarantees that, the telecommunications service provided under the Contract is and will be the subject of robust, comprehensive security measures that evolve as security threats and technologies evolve, so that the security measures in use are updated throughout the Contract Period, in order to achieve the highest possible levels of data integrity, availability, and confidentiality.

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k) The Contractor must implement any reasonable security or protection measures requested by Canada from time to time, within a reasonable timeframe agreed to with Canada. The parties agree that reasonableness will be determined based on the severity of the threat to the integrity, availability and confidentiality of Canada's data and communications.

8.3. Subcontracting

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

8.4. Network Diagram:

- a) Within 7 calendar days of Contract award, the Contractor must deliver a draft network diagram to the Technical Authority that, at a minimum, addresses the following:
 - I. physical and logical network topology, depicting the nodes and connections amongst nodes in the network; and
 - II. Details of the nodes in the network, protocols, bandwidths, etc.
- b) The Contractor must provide an updated network diagram to Canada at the end of the implementation period (if any) and then quarterly, within 2 weeks of the end of each reporting period, which must reflect all changes made to the network during the reporting period. Even when there are no changes, the contractor is required to re-issue the Network Diagram with new dates at least quarterly.
- c) The Contractor acknowledges that the network diagram is not proprietary to the Contractor.
- 8.5. Location of Databases, Network Traffic Routing, and Data
 - a) The Contractor must ensure that all the databases containing any information related to the Work (including billing and/or call detail information) or data are located in Canada
 - b) The Contractor must ensure that all databases on which any data relating to this Contract is stored/archived are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada.
 - The Contractor must ensure that all data relating to this Contract is accessed and processed only in Canada.

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8.6. Network Connectivity and Access

- a) The Contractor must safeguard the network and all databases including Canada's data or information about Canada at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:
 - control access to all databases on which any data relating to this Contract is stored so that only individuals with the security clearance required by the Contract, and who also require access to the information in order to perform the Contract, are able to access the database;
 - II. ensure that passwords or other access controls are provided only to individuals who require access to perform the Work and who have the security clearance issued by CISD at the level required by the Contract: and
 - III. safeguard any database or computer system on which Canadas data is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information.
- b) The Contractor must maintain an audit log that automatically records all attempts to access Canadas network, as well as any databases that include Canadas data or information maintained by the Contractor about Canada (such as billing information and call detail information). Every action, transaction or business function performed on the Contractors network, systems, or databases relating to the Contract must be traceable to an individual user or account (by ensuring that user identifiers and accounts are unique and cannot be shared or transferred from one individual to another).

8.7. **Network Management Protocols:**

- The Contractor must ensure that all the components that form part of the system used to deliver the services use secure protocols.
- b) The Contractor must not use protocols that send clear text usernames or passwords over the network.
- c) The Contractor must not use (and must disable any) protocols that cannot pass through sessionaware firewalls.
- d) Canada will not consider an otherwise insecure protocol to be secure as a result of the use of tunnelling techniques such as port forwarding or Internet Protocol Security (IPSec).
- The Contractor must implement encryption protocols identified by Canada and must disable all encryption protocols not approved by Canada.
- All communication between the CBSA system and the SMS service must be encrypted using HTTPS protocol.

8.8. Security Monitoring and Incident Reporting:

- a) The Contractor must monitor their network and systems for abnormal or suspicious activities, such as odd work hours, unnecessary requests for code or data, abnormal data movements, or excessive use of systems or resources.
- b) The Contractor must immediately report to the Technical Authority and CISD any incidents relating to the security of Canadas network, or the Contractors network infrastructure or backbone, or Canadas data, if it impacts Canada, including but not limited to those incidents listed above. For example, any unauthorized access or attempt to gain unauthorized access must immediately be reported. Also, the discovery of any virus or malicious code and/or the installation of any unauthorized software code on any equipment must immediately be reported.
- c) The Contractor agrees to cooperate fully with Canada in the investigation of any security incident.
- d) The contractor must provide a list of IP addresses that will be used to communicate with the CBSA. The CBSA network will be configured to only accept messages from those IP addresses.

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e) Billing documents and information must not include any phone numbers or other personal information.

8.9. Security Audit:

- a) Canada may audit the Contractors compliance with the security requirements included in the Contract at any time. If requested by the Contracting Authority, the Contractor must provide Canada (or Canadas authorized representative) with full access to its premises, its network, and all databases storing Canada's data or data related to the Contract at all reasonable times. If Canada identifies any security deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.
- b) In the case of a change of control, the Contractor must advise the Contracting Authority immediately. If Canada determines that the change of control poses a security risk to Canada, Canada reserves the right to terminate the contract for convenience.

8.10. Contractor's Infrastructure

The Contractor must ensure that its infrastructure is secure from malicious attack or unauthorised access at all times. Specifically the Contractor must:

- a) Ensure at all times the data integrity of the Contractor's databases and transmission systems;
- b) Proactively protect its infrastructure from malicious access to their switching, call routing, and reporting systems;
- c) Guard against denial-of-service attacks, insider attacks, unauthorised User actions, intrusions, and other potential threats;
- d) Utilise audit and alarm mechanisms to monitor security related events;
- e) Allow GC's security service to conduct security inspections at any time during the contract period at any of the Contractor's sites to verify the security requirements are met;
- f) Notify GC of any security violation both verbally and by email within 1 hour of an incident occurring Monday to Saturday 8 a.m. to 6 p.m. or by 8:00 EST or EDST the following business day for incidents occurring outside of these hours; and
- g) Automatically reset any User passwords after becoming aware of a security violation.

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9. REPORTING

9.1. Monthly Service Reports

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The Contractor must prepare and provide the GC with monthly service reports in Microsoft (MS) Word or MS EXCEL format which must include the following information:

- a) The Monthly Availability of the LBS for the reporting period;
- b) The date, and time that:
 - i. Each problem ticket was opened; and
 - ii. Each problem ticket was closed.
- c) The duration of each Service Disruption
- d) The nature of each Service Disruption planned or un-planned;
- e) The root cause of each Service Disruption;
- f) The corrective action taken;
- g) The Response Time and the Restoration Time of each unplanned Service Disruption; and
- h) The number of months since the last unplanned Service Disruption.

The monthly service report must be provided to the Technical Authority by the 10th calendar day of the month following the reporting period.

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10. SERVICE PROVIDER ORGANIZATION

10.1. Contractor Experience

The Contractor must have previous experience providing LBS relating to Canadian cell phones.

10.2. Project Manager

The Contractor must assign one Project Manager to act as a single point of contact for the planning and implementation phases of the LBS .

The Contractor's Project Manager must:

- a) Be accountable to manage the installation, testing, verification, and acceptance of the LBS;
- b) Be available to the GC during normal working hours, five (5) days a week during implementations.
- c) In respect to any issues related to the LBS, the Project Manager must have the authority to make commitments on behalf of the Contractor and make immediate decisions regarding the performance of installation work, or any changes to the resources required, to meet the terms as set out in this Contract;
- d) Be available and responsive to the GC during testing and implementation. Specifically the Project Manager must respond to telephone messages within thirty (30) minutes during business hours;
- e) Prepare detailed implementation project plans for presentation to the GC. The GC must approve the project plans prior to implementation; and
- f) Attend meetings as and when requested to discuss the status of an installation.

10.3. Account Manager

The Contractor must provide an Account Manager to manage the supply and provision of the services provided to the GC.

The Contractor's Account Manager must:

- a) Be able to communicate, both in writing and verbally, in English and French;
- b) Have the authority to commit/re-commit the Contractor's resources as may be required to correct Service Disruptions;
- c) Ensure that all service availability targets and contractual obligations, are met or exceeded;
- d) Be responsible and accountable for the provision of the LBS to the GC;
- Attend meetings on GC premises within the service region on an as and when requested basis;
 and
- f) Be available to the GC during working hours and be on-call for problem resolution or escalation outside of normal working hours.

In the event that the Account Manager is not available during a specific period of time the Contractor must identify a suitable replacement to the GC. Access outside of normal working hours will be via a call-back arrangement.

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ANNEX B1 - STREAM 1 PRICING TABLE

Stream 1 – CBSA hosted Voice Reporting System (VRS) – Interactive Voice Response (IVR)

Bidders must quote ceiling prices in Canadian funds, GST or HST extra as applicable, for the installation, supply, and delivery of the following deliverables as described in Annex A1 - "Statement of Work.

The prices must be in accordance with the terms of the Contract.

The bid evaluation price will be derived as the sum of the final price for the Firm and Optional Requirements.

STREAM 1 PRICING TABLE										
Stream 1 -	Stream 1 – CBSA hosted Voice Reporting System (VRS) – Interactive									
Girodin 1	OBOA HOSIO	Voice Resp		(*1.0)	inciactive					
Description	UNIT	Ceiling one-time installation for initial contract period	Ceiling monthly recurring for initial contract period	Ceiling price(\$) for first one year extension	Ceiling price(\$) for second one year extension	Ceiling price(\$) for third one year extension				
Supply Installation, configuration and support of data connection between the Contractor and Canada site	One Time									
On-going support of the data connection between the Contractor and Canada site	Monthly									
Supply, installation, initial configuration and support of the goods and/or services listed in items 3.3 a,b,c,e,f of Annex A Stream 1	One Time									
Maintenance and support services	Monthly									
Supply, installation, and configuration and support of Avaya Software products and licences	One Time									
On-going support and Maintenance of Avaya Software products and licenses	Monthly									
Supply, installation, and configuration and support of three toll-free	One Time									
On-going support and Maintenance of three toll-free numbers	Monthly									

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ANNEX B2 - STREAM 2 - PRICING TABLE

Stream 2 - Short Message Service (SMS) for voice reporting

Bidders must quote ceiling prices in Canadian funds, GST or HST extra as applicable, for the installation, supply, and delivery of the following deliverables as described in Annex A2 - "Statement of Work.

The prices must be in accordance with the terms of the Contract.

The bid evaluation price will be derived as the sum of the final price for the Firm and Optional Requirements.

STREAM 2 - PRICING TABLE Stream 2 – Short Message Service (SMS) for voice reporting									
Description	Unit	Ceiling one-time installation for initial contract period	Ceiling monthly recurring for initial contract period	Ceiling price(\$) for first one year extension	Ceiling price(\$) for second one year extension	Ceiling price(\$) for third one year extension			
Account Setup, training and support for initial SMS configuration	One Time								
SMS outgoing messages & monthly Support	Per message - billed monthly 1 to 10,000								
SMS outgoing messages & monthly Support	Per message - billed monthly 10,001 to 100,000								
SMS outgoing messages & monthly Support	Per message - billed monthly 100,001 to 500,000								

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ANNEX B3 - STREAM 3 - PRICING TABLE

Stream 3 – Location Based Service (LBS), telephone reporting with biometric identifier and GPS locations server

Bidders must quote ceiling prices in Canadian funds, GST or HST extra as applicable, for the installation, supply, and delivery of the following deliverables as described in Annex A3- "Statement of Work.

The prices must be in accordance with the terms of the Contract.

The bid evaluation price will be derived as the sum of the final price for the Firm and Optional Requirements.

STREAM 3 - PRICING TABLE Stream 3 – Location Based Service (LBS), telephone reporting with biometric identifier and GPS locations server								
Description	Unit	Ceiling one-time installation for initial contract period	Ceiling monthly recurring for initial contract period	Ceiling price(\$) for first one year extension	Ceiling price(\$) for second one year extension	Ceiling price(\$) for third one year extension		
Account Setup, training and support for initial LBS configuration	One Time							
Location request & monthly Support	Per message - billed monthly 1 to 10,000							
Location request & monthly Support	Per message - billed monthly 10,001 to 100,000							
Location request & monthly Support	Per message - billed monthly 100,001 to 500,000							

Amd. No. - N° de la modif. File No. - N° du dossier Buyer ID - Id de l'acheteur C31 CCC No./N° CCC - FMS No./N° VME

Client Ref. No. - N° de réf. du client

ANNEX C1 – STREAM 1

SECURITY REQUIREMENTS CHECK LIST

LISTE DE PART A - CONTRACT INFORMATION I P Of Canada Distribution of Work / Brève descrip Integrated Voice Response System with voic Brief Description of Work / Brève descrip Integrated Voice Response System with voic Brief Description of Work / Brève descrip Integrated Voice Response System with voic Brief Description of Work / Brève descrip Integrated Voice Response System with voic Will the supplier require access to unc Regulations? Le fournisseur aura-t-il accès à des des Description of System access to unc Regulations? Le fournisseur aura-t-il accès à des des Descriptions of access required / Ind Description of access using the complete in the supplier and its employees re Le fournisseur ainsi que les employés (Specify the tevel of access using the complete in the supplier and its employees of the	SECURITY REQUIREMEN VÉRIFICATION DES EXIGENCE ARTIE A - INFORMATION CONTRAC Organization / I d'origine Canada Border Services strat de sous-traitance 3. b) Na otion du travail o biometric identification insaffied and maint introlled Goods? archandises contrôlées? classified military technical data subject connées techniques militaires non class iss? claure ie type d'accès requis quire access to PROTECTD and/or o auront-lis accès à des renseignement chart in Question 7. c) t le tableau qui se trouve à la question g. claaners, maintenance personnel) r ormation or assets is permitted. nettoyeurs, personnel d'entretlen) aur PROTEGÉS et/ou CLASSIFIÉS n'est y requirement with no overnight storag	TS CHECK LIST (SIST SELATIVES À LA SULLE 2. Brand Sole me and Address of Subained on CBSA premis at to the provisions of the diffées qui sont assujetties as ou à des biens PROTICE. CLASSIFIED information is a ou à des biens PROTICE. CLASSIFIED information is a ou à des biens PROTICE. CLASSIFIED information is a ou à des biens PROTICE. CLASSIFIED information is a outre à des biens PROTICE. CLASSIFIED information is a outre à des biens PROTICE. CLASSIFIED information is a outre à des propies à autorisé.	SÉCURITÉ (LVERS) th or Directorate / Direction généra noe and Engineering contractor / Nom et adresse du so Technical Data Control s aux dispositions du Règlement or assets? GÉS el/ou CLASSIFIÈS? ed access areas? No access to	No No No Non O NO N
ART A - CONTRACT INFORMATION / F Originating Government Department or Ministère ou organisme gouvernemental. a) Subcontract Number / Numéro du con. Brief Description of Work / Brève descrig Integrated Voice Response System with voic Le fournisseur aura-t-il accès à des m. b) Will the supplier require access to une Regulations? Le fournisseur aura-t-il accès à des des une contrôte des données technique Indicate the type of access required / Inc. a) Will the supplier and its employees re- Le fournisseur ainsi que pels employées (Specify the level of access using the (Préciser le niveau d'accès en utilisan b) Will the supplier and its employees en tilles and the supplier and its employees contrôte en iveau d'accès en utilisan b) Will the supplier and its employées (PROTECTED and/or CLASSIFIED in Le fournisseur et ses employées (p. ex. a des renseignements ou à des biens	VÉRIFICATION DES EXIGENCE ARTIE A - INFORMATION CONTRAC Organization Canada Border Services strat de sous-traitance 3, b) Na officin du travail e biometric identification insaffled and maint introlled Goods? archandises contrôlées? classifled military technical data subject connées techniques militaires non classis? diquer le type d'accès requis quire access to PROTECTED and/or C auront-lis accès à des renseignement chart in Question 7 . c) t le tableau qui se trouve à la question g, claeners, maintenance personnel y comation or assets is permitted nettoyeurs, personnel d'entretlen) au PROTEGÉS et/ou CLASSIFIÉS n'est y requirement with no overnight storag	TS CHECK LIST (SIST SELATIVES À LA SUBLE 2. Brand Sole me and Address of Subleme and Addres	RCL) SÉCURITÉ (LVERS) th or Directorate / Direction généra noe and Engineering contractor / Nom et adresse du so Technical Data Control s aux dispositions du Règlement or assets? GÉS et/ou CLASSIFIÉS? ed access areas? No access to	No No No Non O NO N
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Regulations? Le fournisseur aura-t-il accès à des de sur le contrôle des données technique. Indicate the type of access required / inc. a) Will the supplier and its employees re- Le fournisseur ainsi que les employées (Specify the level of access using the - (Préciser le niveau d'accès en utilisan b) Will the supplier and its employees (e. PROTECTED and/or CLASSIFIED inf Le fournisseur et ses employés (p. ex. à des renseignements ou à des biens	princes techniques militaires non classis? diquer le type d'accès requis quire access to PROTECTED and/or C auront-ils accès à des renseignement chart in Question 7. c) t te tableau qui se trouve à la question g. cleaners, maintenance personnel) r ormation or assets is permitted. nettoyeurs, personnel d'entretlen) aur PROTEGES et/ou CLASSIFIES n'est y requirement with no overnight storagi	ELASSIFIED information s ou à des biens PROTI 7. c) equire access to restrict cont-ils accès à des zone pas autorisé.	s aux dispositions du Règlement or assets? ÉGÉS et/ou CLASSIFIÉS? ed access areas? No access to	No You Non You Non You Non You
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b) Will the supplier and its employees (e. PROTECTED and/or CLASSIFIED inf Le fournisseur et ses employés (p. ex. à des renseignements ou à des biens	g. cleaners, maintenance personnel) ri ormation or assets is permitted. nettoyeurs, personnel d'entretien) aur PROTEGÉS et/ou CLASSIFIÉS n'est y requirement with no overnight storagi	equire access to restrict ont-ils accès à des zone pas autorisé. e?		Non LO
	requirement with no overnight storage	e?		
S'agit-il d'un contrat de messagerie ou				V Non □ O
a) Indicate the type of information that the	e supplier will be required to access / I	ndiquer le type d'informa	ation auquel le fournisseur devra a	avoir accès
Canada	NATO / OTAN		Foreign / Étranger	
. b) Release restrictions / Restrictions rela	tives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN		No release restrictions Aucune restriction relative à la diffusion	
Not releasable À ne pas diffuser		_		
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays :	Specify country(les): / Préc	iser le(s) pays :	Specify country(les): / Précise	er le(s) pays :
c) Level of information / Niveau d'informa	tion			
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A	
PROTÉGÉ A PROTECTED B	NATO NON CLASSIFIÉ NATO RESTRICTED		PROTÉGÉ A PROTECTED B	
PROTÉGÉ B	NATO RESTRICTED	EINTE L	PROTEGÉ B	
PROTECTED C	NATO CONFIDENTIAL		PROTECTED C	
ROTÉGÉ C	NATO CONFIDENTIEL		PROTÉGÉ C	
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL	
CONFIDENTIEL L	NATO SECRET COSMIC TOP SECRET		CONFIDENTIEL SECRET	
ECRET	COSMIC TRÈS SECRET		SECRET	
OP SECRET			TOP SECRET	
RÈS SECRET 🔲			TRÉS SECRET	
OP SECRET (SIGINT) RÉS SECRET (SIGINT)			TOP SECRET (SIGINT) TRÊS SECRET (SIGINT)	
TBS/SCT 350-103(2004/12)	Security Classification / Cla	assification de sécurité	7	C 11+
				Canadä

Buyer ID - Id de l'acheteur C31 CCC No./N° CCC - FMS No./N° VME

Contract Number / Numéro du contrat

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

*	Government of Canada	Gouvernement du Canada	t	. Cor	ntract Number / Num 100033758	
	Or Gariaga	dd Oanada		Security (Classification / Class	
	,				-	
B. Will the supp Le fournisses If Yes, indica Dans l'affirm Will the supp	ur aura-t-il accès à ate the level of sen ative, indiquer le r dier require acces	s to PROTECTED a t des renseignemen sitivity: siveau de sensibilité s to extremely sensi	end/or CLASSIFIED COMSE tts ou à des biens COMSEC : : tilve INFOSEC information o ts ou à des biens INFOSEC	désignés PROTÉGÉS et r assets?		No Yes Non Yes No Yes No Oui
Short Title(s) Document N	of material / Titre umber / Numéro d	(s) abrēgē(s) du ma u document :	tériel :			
PART B - PERS	SONNEL (SUPPL	IER) / PARTIE B - I	PERSONNEL (FOURNISSE liveau de contrôle de la sécu	UR) rité du personnel requis		
	RELIABILITY ST. COTE DE FIABIL TOP SECRET - S TRÈS SECRET - SITE ACCESS	ATUS ITÉ [CONFIDENTIAL CONFIDENTIEL NATO CONFIDENTIA NATO CONFIDENTIE	SECRET SECRET	: L	TOP SECRET TRÊS SECRET COSMIC TOP SECRET COSMIC TRÊS SECRET
	ACCÈS AUX EM	PLACEMENTS				
	Special comment Commentaires sp					
10. b) May unso Du perso If Yes, wi	REMARQUE: SI creened personnel nnel sans autorisa il unscreened pers	plusieurs niveaux d be used for portion	t-il se voir confier des partie:	equis, un guide de classif		o doit être fourni. No Yes Non Yes No Yes Non Yes Non V
		LIER) / PARTIE C - RENSEIGNEMENT	MESURES DE PROTECTI	ON (FOURNISSEUR)		
11. a) Will the s premises	upplier be require ? sseur sera-t-il tenu	d to receive and sto	re PROTECTED and/or CLA treposer sur place des rense			No Non Our
			ISEC Information or assets? nseignements ou des biens			No Yes
PRODUCTION					· .	
occur at th	ne supplier's site or lations du fournisse	premises?	id/or modification) of PROTEC a production (fabrication et/ou			✓ Non Oui
INFORMATION	TECHNOLOGY (IT) MEDIA / SUF	PPORT RELATIF À LA TECH	NOLOGIE DE L'INFORM	ATION (TI)	
information Le fourniss	n or data? seur sera-t-il tenu d		to electronically process, proc systèmes informatiques pour ou CLASSIFIÉS?			NonOui
	-t-on d'un lien élect		er's IT systems and the gover tème informatique du foumiss			No Yes
TBS/SCT 350-	103(2004/12)		Security Classification / Cl	assification de sécurité		Canadä

Buyer ID - Id de l'acheteur C31 CCC No./N° CCC - FMS No./N° VME

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

*	Government	Gouvernement	Contract Number / Numéro du contrat
*	of Canada	du Canada	1000337582
			Security Classification / Classification de sécurité
			·

PAF	ART 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.								properties to								
	Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les																
	niveaux de sauve								io tabioda res	arpire arional	ar adobba	o poo		nquo	, pour omadus	· caregon	0, 100
	For users comple	etina	the	form	online (via th	e Internel), the sun	nmary chart i	s automaticall	v populat	ed by you	r rest	ons	es to	previous que	stions.	
	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									aisies							
	dans le tableau réceptiulatif.																
		,				SL	MMARY	CHART /	TABLEAU R	ÉCAPITI	JLATIE						
						-											
_		,															
	Category	886	опест	en.	0.4	VSSIFIED			NATO			1			COMSEC		
1	Catégorie		OTÉ			ASSIFIE		i	mile						OUMBLO		
				_			Toe	NATO	NATO	NATO	COSMIC	Door	этести	DP.		T	Toe
		Α	В	c	CONFIDENTIAL	SECRET	SECRET	RESTRICTED	CONFIDENTIAL	SECRET	TOP		ROTÉGI		CONFIDENTIAL	SECRET	SECRET
		1	1		CONFEDENTIES.						SECRET		l_		1		
			1	ı	CONFIDENTIES.		Teés Secret	NATO DIFFUSION	NATO CONFIDENTIEL		COSMIC	Α	В	С	CONFIDENTIEL		TRES
								RESTREME	Out married		SECRET	l					J. Salaran
	omation/Assets		T					i .									
	nseignements / Biens sduction	\vdash	\vdash	-		_					-	-		-			
											1						
	Media / pport Ti		-									\Box					
	Link /	\vdash	+-														
	n électronique																
															-		
															_		
12.	 a) Is the descrip 															/ No	Yes
	La description	du t	rava	il vis	é par la prései	nte LVER	S est-elle	de nature Pi	ROTEGEE et/	ou CLAS	SIFIEE?				L	Non	Ll Oui
	1434			_			-11-5				101						
	If Yes, classify																
	Dans l'affirma « Classification								eau de secur	ite dans	la case in	tituk	90				
	« Classificatio	on o	e se	CUI	te » au naut e	t au bas	au tormu	taire.									
40	b) Will the docur		tatia	#	achad to this (OOU be t	POTEO	FED and/or C	A COLETEDO							- No	
12.	La documentat									EIÉES						/ No	Yes
	La documentat	lion	asso	ciee	a ia presente	LVERS	et 9-1-dillo	PROTEGEE	BUOU CLASS	ricer						I Non	└─ Oui
	If Yes, classify	v thi	e fo	rm h	w annotation	the top a	nd hotto	m in the area	entitled "Se	curity Cl	assification	nn# •	and i	ndio	ato with		
	attachments (na botto	n m cre are	e entitled Se	curity Ci	essiiiGati	VIII 6	mia i	FFCHC	ate with		
	Dans l'affirma						e en indi	quant le niv	eau de sécur	té dans	la naso in	titulá	io.				
	« Classification													ECR	ET avec		
	des pièces joi				iid iidat e			u u mont	and days	aca pian	an Jonnéa	Chr. c					
	222 2.0000 101		,,,														

TBS/\$CT 350-103(2004/12)

Security Classification / Classification de sécurité

Canadä'

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

ANNEX C2 - STREAM 2

SECURITY REQUIREMENTS CHECK LIST

CI	ear Data - Effacer les doi	nnées					
Government Gouvernement of Canada du Canada			Contract Number / Numéro do 1000337606	u contrat			
English Instructions Instru	ctions français	s	ecurity Classification / Classification on-classified	on de sécurité			
SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)							
PART A - CONTRACT INFORMATION / PARTI	A - INFORMATION CONT	RACTUELLE					
 Originating Government Department or Organ Ministère ou organisme gouvernemental d'ori 	ization gine		Branch or Directorate / Directi Information Science and Tec				
Canada Border Services Agency - Age				•			
a) Subcontract Number / Numéro du contrat	ie sous-traitance 3. b) i	vame and Address	of Subcontractor / Nom et adress	se du sous-traitant			
Brief Description of Work - Brève description of	u travail						
Provision of SMS (short message service)		able to communi	cate with Canadian cellular ne	etwork service users			
5. a) Will the supplier require access to Controll Le fournisseur aura-t-il accès à des march	andises contrôlées?			V No Yes Oui			
b) Will the supplier require access to unclass Regulations? Le fournisseur aura-t-il accès à des donné Règlement sur le contrôle des données ter	es techniques militaires non			No Yes Non Oui			
6. Indicate the type of access required - Indique	le type d'accès requis						
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? No Non Ves (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)							
8. 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 employées (e.g.x. nettoyeurs, personnel d'entretien) auront-lis accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTEGES et/ou CLASSIFIES n'est pas autorisé.							
Is this a commercial courier or delivery req S'agit-il d'un contrat de messagerie ou de			nuit?	V No Yes Non □ Yes			
7. a) Indicate the type of information that the su	oplier will be required to acc	ess / Indiquer le ty					
Canada 🗸	NATO / OTA	N	Foreign / Étran	ger			
No release restrictions / Restrictions relatives	All NATO countries		No release restrictions				
Aucune restriction relative à la diffusion	Tous les pays de l'OTAI	N L	Aucune restriction relat à la diffusion	ive LL			
Not releasable À ne pas diffuser							
Restricted to: / Limité à :	Restricted to: / Limité à	:	Restricted to: / Limité à	:			
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / P	réciser le(s) pays :	Specify country(ies): / F	Préciser le(s) pays :			
c) Level of information / Niveau d'information							
PROTECTED A PROTEGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ		PROTECTED A PROTEGÉ A				
PROTECTED B PROTÉGÉ B	NATO RESTRICTED NATO DIFFUSION RES	一一司	PROTECTED B PROTÉGÉ B				
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIAL		PROTECTED C PROTÉGÉ C				
CONFIDENTIAL CONFIDENTIAL	NATO SECRET NATO SECRET	一計	CONFIDENTIAL CONFIDENTIEL				
SECRET	COSMIC TOP SECRET		SECRET SECRET				
TOP SECRET TRÈS SECRET	Jeens III.		TOP SECRET TRÈS SECRET				
TOP SECRET (SIGINT) TRES SECRET (SIGINT)			TOP SECRET (SIGINT TRES SECRET (SIGIN	<u></u>			
	•						
Γ	•	cation / Classificat	ion de sécurité	Conade			
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	Security Classification / Classification de sécurité non-classified
l	non-classified
PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PRI If Yes, indicate the level of sensitivity: Dans l'affirmative, indiquer le niveau de sensibilité:	or assets? OTÉGÉS et/ou CLASSIFIÉS? No Yes Oui
 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 ext 	trêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel :	
Document Number / Numéro du document :	
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
	nei requis CRET TOP SECRET CRET TRÊS SECRET
	TO SECRET COSMIC TOP SECRET COSMIC TRÊS SECRET
SITE ACCESS ACCÉS AUX EMPLACEMENTO	
Special comments: Commentaires spéciaux :	<u> </u>
NOTE: If multiple levels of screening are identified, a Security Classification Guide mu REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de clas	st be provided. ssification 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 Non Yes
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNIS	SSEUR)
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED infor premises? Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou CLASSIFIES?	Non ▼ Oui
b) Will the supplier be required to safeguard COMSEC information or assets? Le fournisseur sera-t-il tenu de proteger des renseignements ou des biens COMSEC?	▼ No Non Yes
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and equipment occur at the supplier's site or premises? Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation PROTÉGÉ et/ou CLASSIFIÉ?	Non U Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE	L'INFORMATION (TI)
Will the supplier be required to use its IT systems to electronically process, produce or structure CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, prodes renseignements ou des données PROTEGES et/ou CLASSIFIES?	L Non V 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?

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No Ves Non ✓ Yes Oui

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ART C (continued) /			_																
For users completing site(s) or premises. Les utilisateurs qui r	_			•			•			• • •				•					
niveaux de sauvega	rde re	quis	aux ir	nstallatio	ons di	u fournis	seur.										ie, ies		
For users completing Dans le cas des utili dans le tableau réca	sateu	rs qui															saisies		
	_							ART / TABL			TIF	_							
Catégory Catégorie		OTEC ROTÉ				ASSIFIED ASSIFIÉ			NATO)		L			COMSEC				
	Α	В	С	Confid		Secret	Top Secret	NATO Restricted	NATO Confidentia	NATO Secret	COSMIC Top Secret		rotect Protég		Confidential Confidential	Secret	Top Secret		
							Três Secret	NATO Diffusion Restreinte	NATO Confidentie		COSMIC Très Secret	Α	В	С	Sometime		Très Secret		
nformation / Assets Renseignements / Biens	✓]														
Production]														
T Media Support Ti	✓]														
T Link Lien électronique		✓]														
l. b) Will the documen La documentation If Yes, classify the attachments (e.g.	n asso his fo g. SE(rm b CRET	à la p y ann with	résente otating Attach	the t	RS sera top and ts).	-t-elle Pf bottom	ROTÉGÉE e in the area	t/ou CLASS entitled "S	curity (No [Non [Yes Oui		
Dans l'affirmativ de sécurité » au																			
						S	ecurity C	lassification	/ Classificat	ion de sé	curité			7					
BS/SCT 350-103 (2004/1	2)			L					assified						(an	adä		
														_					

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ANNEX C3 - STREAM 3

SECURITY REQUIREMENTS CHECK LIST

	Clear Data - Effacer les do	nnées								
Government Gouvernement of Canada du Canada	nt		Contract Number / Numéro du contrat 1000337607							
English Instructions	Instructions français	n de sécurité								
	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 Departmen	t or Organization	THO TO LEEL	2. Branch or Directorate / Direction							
Ministère ou organisme gouvernemental d'origine Canada Border Services Agency - Agence Services Frontaliers Canada Information Science and Technology Branch										
3. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant										
Brief Description of Work - Brève description du travail										
Provision of cell phone geographic	al location services of Canadian	cellular service p	roviders							
5. a) Will the supplier require access to	Controlled Goods?			N V						
Le fournisseur aura-t-il accès à d	es marchandises contrôlées?			✓ No Yes Non Oui						
b) Will the supplier require access t Regulations?				V No Yes Oui						
Le fournisseur aura-t-il acces a d Règlement sur le contrôle des do	les données techniques militaires non onnées techniques?	classifiees qui sor	nt assujetties aux dispositions du							
6. Indicate the type of access required	- Indiquer le type d'accès requis									
Will the supplier and its employer Le fournisseur ainsi que les empl (Specify the level of access using (Précise le piveau d'accès en ut	es require access to PROTECTED ar loyés auront-ils accès à des renseign g the chart in Question 7. c) ilisant le tableau qui se trouve à la qu	ements ou à des bi	information or assets? iens PROTÉGÉS et/ou CLASSIFIÉ	S? No V Yes Oui						
(Preciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) 8. 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) auronh-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTEGES et/ou CLASSIES n'est pas autorisé.										
6. c) Is this a commercial courier or de	livery requirement with no overnight	storage?		✓ No Yes						
S'agit-il d'un contrat de message 7. a) Indicate the type of information the	rie où de livraison commerciales sans			Non Oui						
Canada J	NATO / OTA		Foreign / Étrang							
7. b) Release restrictions / Restrictions				,						
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTA	N	No release restrictions Aucune restriction relati à la diffusion	ve 🔲						
Not releasable À ne pas diffuser										
Restricted to: / Limité à :	Restricted to: / Limité à	:	Restricted to: / Limité à	: 🔲 📗						
Specify country(ies): / Préciser le(s) pa	ys: Specify country(ies): / F	réciser le(s) pays :	Specify country(ies): / P	réciser le(s) pays :						
7. c) Level of information / Niveau d'in	formation									
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ		PROTECTED A PROTEGÉ A							
PROTECTED B PROTÉGÉ B	NATO RESTRICTED NATO DIFFUSION RES	STREINTE	PROTECTED B PROTÉGÉ B							
PROTĘCŢED C	NATO CONFIDENTIAL		PROTECTED C PROTÉGÉ C							
PROTEGÉ C CONFIDENTIAL	NATO CONFIDENTIEL NATO SECRET	ᆕ	CONFIDENTIAL							
SECRET	NATO SECRET	 	CONFIDENTIEL							
SECRET	COSMIC TOP SECRET	т Ц	SECRET							
TOP SECRET TRES SECRET			TOP SECRET TRÈS SECRET							
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)			TOP SECRET (SIGINT TRÈS SECRET (SIGIN	h						
			_							
		cation / Classificati non-classified	on de sécurité	Canadä						
TBS/SCT 350-103 (2004/12)		non-ciassined		Canada						

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Government Gouvernement of Canada du Canada	t	Contract Number / Numéro d 1000337607	lu contrat
		Security Classification / Classificat	tion de sécurité
		non-classified	
Le fournisséur aura-t-il acoès à des i If Yes, indicate the level of sensitivity Dans l'affirmative, indiquer le niveau 9. Will the supplier require access to extende the supplier require access to extende the supplier require access à des les la coès à des la coès à la coès à des la coès à des la coès à la co	ROTECTED and/or CLASSIFIED COMSEC informatio renseignements ou à des biens COMSEC désignés Produces de sensibilité : stremely sensitive INFOSEC information or assets: renseignements ou à des biens INFOSEC de nature excrégé(s) du matériel : ument : PARTIEB - PERSONNEL (FOURNISSEUR) I required / Niveau de contrôle de la sécurité du perso CONFIDENTIAL CONFIDENTIAL NATO CONFIDENTIAL NATO CONFIDENTIAL NATO CONFIDENTIAL	ATO SECRET COS	No Ves Oui No Ves Oui No Oui SECRET S SECRET SMIC TOP SECRET
SITE ACCESS ACCES AUX EMPLACEMENTS Special comments: Commentaires spéciaux :	,		•
NOTE: If multiple levels of scre	ening are identified, a Security Classification Guide m aux de contrôle de sécurité sont requis, un guide de cla	ust be provided. sssification de la sécurité doit être foumi.	
b) May unscreened personnel be us Du personnel sans autorisation se	ed for portions of the work? curitaire peut-il se voir confier des parties du travail?		No Yes
If Yes, will unscreened personnel	be escorted:		□ No □ Yes
Dans l'affirmative, le personnel er	question sera-t-il escorté?	L	Non Oui
· · · · ·	/ PARTIE C - MESURES DE PROTECTION (FOURN	ISSEUR)	
INFORMATION / ASSETS / RENSEIO	GNEMENTS / BIENS		
premises?	ceive and store PROTECTED and/or CLASSIFIED info cevoir et d'entreposer sur place des renseignements o	L	No Ves Non ✓ Yes Oui
1. b) Will the supplier be required to sa Le fournisseur sera-t-il tenu de pr	feguard COMSEC information or assets? oteger des renseignements ou des biens COMSEC?		No Yes Non Oui
PRODUCTION			
equipment occur at the supplier's	and/or repair and/or modification) of PROTECTED an site or premises? rviront-elles à la production (fabrication et/ou réparation		No Yes Non Oui
INFORMATION TECHNOLOGY (IT) M	EDIA / SUPPORT RELATIF À LA TECHNOLOGIE DI	L'INFORMATION (TI)	
CLASSIFIED information or data? Le fournisseur sera-t-il tenu d'utili:	e its IT systems to electronically process, produce or s ser ses propres systèmes informatiques pour traiter, pr ées PROTEGÉS et/ou CLASSIFIÉS?		No Yes Non Oui
	tween the supplier's IT systems and the government d que entre le système informatique du fournisseur et ce		No Yes Non Oui
	Security Classification / Classifica non-classified	tion de sécurité	Canadä

No. - N° de la modif. Buyer ID - Id de l'achete C31

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File No. - N° du dossier

Buyer ID - Id de l'acheteur
C31
CCC No./N° CCC - FMS No./N° VME

اخد	Government
Ŧ	of Canada

nt Gouvernement du Canada Contract Number / Numéro du contrat 1000337607

Security Classification / Classification de sécurité non-classified

2427.0		o														
For users completing site(s) or premises. Les utilisateurs qui re	PARTIC (continued) / PARTIEC (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 Dans le cas des utilis dans le tableau récap	ateu	rs qui			mulaire e	en ligne (par Internet), les répons	es aux q	uestions p						aisies
						RY CHA	ART / TABL	EAU RÉCAP	ITULAT	IF .						
Category Categorie		OTEC ROTÉ			SSIFIED ASSIFIÊ			NATO						COMSEC		
	Α	В	С	Confidential	Secret	Top Secret	NATO Restricted	NATO Confidential	NATO Secret	COSMIC		rotect Protég		Confidential	Secret	Top Secret
				Confidentiel		Três Secret	NATO Diffusion Restreinte	NATO Confidentiel		Secret COSMIC Très Secret	Α	В	С	Confidentiel		Très Secret
Information / Assets Renseignements / Biens	✓															
Production																
IT Media Support Ti	\															
IT Link Lien électronique		√														
Eleft Electronique											_					
12. a) Is the description of La description du t	of the	worl	k con	tained within la présente L'	this SRC VERS es	L PROT t-elle de	ECTED and nature PRO	l/or CLASSIF OTÉGÉ et/ou	IED? CLASSI	FIÉE?				✓	No Non	Yes Oui
If Yes, classify th Dans l'affirmative																
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 Ves 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, classifier 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).																
de securite » du 1	Idut	et au	Das	uu rommulan	e et illu	iquei qu	in y a des p	seces jointe	s (p. ex.	SECKET	440	o de	s pie	oes jonnesj.		

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 $\begin{array}{ccc} \text{Amd. No. - N}^{\circ} \text{ de la modif.} & \text{Buyer ID - Id de l'acheteur} \\ & & \text{C31} \\ \text{File No. - N}^{\circ} \text{ du dossier} & \text{CCC No./N}^{\circ} \text{ CCC - FMS No./N}^{\circ} \text{ VME} \end{array}$

BIDDERS FORMS

Form 1 - Bid Submission Form for Information

FORM 1 - BID SUBMISSION FORM FOR INFORMATION					
1) Bidder's full legal name					
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:				
	Title:				
	Address:				
	Telephone number:				
	Facsimile number:				
	Email address:				
3) Bidder's Procurement Business Number (PBN) [See the Standard Instructions and Conditions 2003]					
4) Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)					
5) Security Clearance Level of Bidder: (include both the level and the date it was granted)					
6) Streams covered by this bid: Bidders are	Stream	Yes / No			
requested to indicate which Streams they are proposing to supply in this bid (if the bidder has	Stream 1				
submitted bid for one or more Streams, please only indicate the Streams covered by this bid)	Stream 2				
	Stream 3				
7) Bidder's Proposed Contract Account Representative	Title:				
[As per Annex A1, A2, and A3- Statement of Work, Section 2.6- Account Management	Title:				
	Address:				
	Telephone number:				
	Facsimile number				
	Email address:				

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur C31 CCC No./N° CCC - FMS No./N° VME

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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 that:

- 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. If the bidder is issued a contract, it will accept all the terms and conditions set out in the Resulting Contract Clauses included as Part 7 of the bid solicitation; and
- 4. The information the bidder has provided is true and complete.

9) Signature of Authorized Representative of the Bidder					
	Signature				
	Name (printed or typed)				

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Form 2 – Federal Contractors Program for Employment Equity - Certification

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

For furthe website.	er information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's
Date : date.	(YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing
Complete	e both A and B.
A. Check	only one of the following:
() A1. () A2. () A3. () A4.	The Bidder certifies having no work force in Canada. The Bidder certifies being a public sector employer. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
A5.	The Bidder has a combined workforce in Canada of 100 or more employees; and
()	A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.
OR	
()	A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity (LAB1168)</u> to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.
B. Check	only one of the following:
() B1.	The Bidder is not a Joint Venture.
OR	
() B2.	The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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FORM 2A - S	SUPPLY CHAI	N INTEGI	RITY FORM				
Dénomination complète de	l'entreprise /	Complete	Legal Name of Company				
Adresse de I	l'entreprise/C	ompany's					
			☐ International ?				
NEA de l'ent	reprise/Comp	oany's PE	BN number				
Non-fra la la		T					
Numéro de la RAS :	transaction/	Transact	ion number				
	de contrat / C	ontract T	vpe				
			•				
Commande subséquente à une OC/ Call-up authorization	Autorisa	tion de táche	es/Task authorization				
Offres à commandes (OC)/Standing Offer(SO)		ion Bien Imm ions (RPB)	nobilier (BI)/Real Property				
Autre / Other	Hallsact	IOIIS (RPB)					
Arrangements en matière d'approvisionnement(AA)/	☐ Amende	ment (exclu	ant BI) / Amendment (excluding RPB)				
Supply Arrangement(SA)							
l ioto do nyé muolificat	ion(OC/AA)/F	re Ouelif	ication List (SOISA)				
Liste de pré-qualificat	ion(OC/AA)/F	re-Qualit	ication List (50/5A)				
Valeur de la tra	ansaction (\$)	/Transact	ion Value (\$)				
PLUS DE 25,000.00\$ (taxes							
Г	OUI/YES						
Clauses d'Intégrité i	incluses dans	s le contr	at, SVP spécifier /				
Integrity Clauses in							
☐ Juillet 2012/ July 2012		□м	ars 2014/March 2014				
			•				
□ Novembre 2012/ November 20	012	□ Ju	illet 2015/July 2015				
☐ Aucune/None			Autre/Other				
Membres du conseil d'adı	ministration (l Itiliooz la	format Dránom Nam)				
Board of Director	rs (Use forma	t - first na	ame last name)				
Ou mettre la liste en pi	Ou mettre la liste en pièce-jointe/Or put the list as an attachment						
Prénom/ Nom		Position	(si applicable) /Position (if applicable)				
First name Last Name							
Autres	Autres Membres/ Other members:						

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

Form 3 - Substantiation of Technical Compliance Form

REFERENCE #	TASK REQUIRED	REFERENCE (please indicate where in your bid you provide the required information)
	STREAMS 1, 2 AND 3	
Annex A1, A2, A3, 3	The bidder must provide all the services, products and licences as described in the SOW	
Annex A1, A2, A3, 3.3	The bidder must provide a draft system architecture diagram and explanation including data flow and communication protocols for all services provided	
Annex A1,A2,A3 10.1	The bidder must identify the following for one customer reference who at time of Bid Closing is utilizing the Bidder's IVR System as identified in Contractor Experience 10.1 a) The name of the customer; and	
	b) A Customer Contact, including the name, title, address, and telephone number, that can confirm that their company is utilizing the Bidder's System/ service 10.1 Contractor Experience	
	The GC entity reserves the right to directly contact the references provided by the Bidder. If the GC entity chooses to contact the reference, the GC entity will confirm the Bidder's Compliance Statement by specifically asking the Customer Contact the following question:	
	'Has the Bidder been providing your company with IVR System/SMS service or LBS service for more than six (6) months?	
	Stream 1(IVR) only	
Annex A1,A2,A3, 10.4	The bidder must provide the resume of the proposed individual for the Project Manager position described in the SOW under the resulting contract. The resume must demonstrate that the proposed individual has the following minimum level of experience:	
	a) A minimum of 4 years of experience in the delivery, sales or support of telecommunications services to government organizations experience within the last 10 years; and b) At least 1 year of experience in the delivery, sales or support of Interactive Voice Response (IVR) to government organizations within the last 4 years.	
Annex A1,A2,A3, 10.4	The bidder must provide the resume of the proposed individual for the Account Manager position described in the SOW under the resulting contract. The resume must demonstrate that the proposed individual has the following minimum level of experience:	
	c) A minimum of 4 years of experience in the delivery, sales or support of telecommunications services to government organizations experience within the last 10 years; and	
	d) At least 1 year of experience in the delivery, sales or support of Voice Reporting Services (VRS) to government organizations within the last 4 years.	
	Stream 2(SMS) only	

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Annex,A2 10.4	The bidder must provide the resume of the proposed individual for the Project Manager position described in the SOW under	
	the resulting contract. The resume must demonstrate that the proposed individual has the following minimum level of experience:	
	a) A minimum of 2 years of experience in the delivery, sales or support of telecommunications services to government organizations experience within the last 10 years; and	
	b) At least 1 year of experience in the delivery, sales or support of SMS services within the last 4 years.	
Annex A2, 10.4	The bidder must provide the resume of the proposed individual for the Account Manager position described in the SOW under the resulting contract. The resume must demonstrate that the proposed individual	
	has the following minimum level of experience:	
	A minimum of 2 years of experience in the delivery, sales or support of telecommunications services to government organizations experience within the last 5 years; and b) At least 1 year of experience in the delivery, sales	
	or support of SMS services within the last 4 years	
A 70 70 10 A 20	Stream 3(LBS) only	
Annex A3, 10.4	The bidder must provide the resume of the proposed individual for the Project Manager position described in the SOW under the resulting contract. The resume must demonstrate that the proposed individual has the following minimum level of experience:	
	c) A minimum of 2 years of experience in the	
	delivery, sales or support of location based services to government organizations or corporate customers within the last 5 years;	
Annex A3, 10.4	The bidder must provide the resume of the proposed individual for the Account Manager position described in the SOW under the resulting contract.	
	The resume must demonstrate that the proposed individual has the following minimum level of experience:	
	a) A minimum of 2 years of experience in the	
	delivery, sales or support of location based services to government organizations or corporate	
Form 1	customers within the last 5 years; The bidder must have physical commercial address. The bidder must include their physical commercial address in Form 1.	
Annexes A1, A2 and A3	GENERAL The bid must include service descriptions for each service defined relevant stream that is being bid on.	d in A1, A2 or A3 for the
	The service descriptions provided must clearly demonstrate that to services will meet the requirements within each of the streams for below.	
	Stream 1: CBSA hosted Voice Reporting System (VRS) – Interactive Voice Response (IVR) System with voice biometric module and related equipment and software.	
	Stream 2: Short Message Service (SMS) for voice reporting	

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	Stream 3: Location Based Service (LBS), telephone reporting with biometric identifier and GPS locations server
Annexes A1	GENERAL The bid must include equipment brochures, software licences, user manuals and a detailed list of included items as set out in Annex A1, A2, A3 The information provided must clearly demonstrate that the bidder's proposed equipment meets the requirements set out in Annex A1, A2, A3
	Stream 1: CBSA hosted Voice Reporting System (VRS) – Interactive Voice Response (IVR) System with voice biometric module and related equipment and software.
	Stream 2: Short Message Service (SMS) for voice reporting
	Stream 3: Location Based Service (LBS), telephone reporting with biometric identifier and GPS locations server

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BID SUBMISSION FORM FOR THE CERTIFICATIONS

Form 4 - Off-the Shelf and OEM Certifications

1) "Off-the-Shelf" – Certification – Streams 1 & 2 This confirms that all the equipment listed in our Bid is "Off-the-Shelf".		
bidders printed name & signature		
Bid Submission Form for the Certification		
2) OEM CERTIFICATION FORM - Stream 1.		
This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.		
This certification is provided for Stream 1.		
Name of OEM		
Signature of authorized signatory of OEM		
Print Name of authorized signatory of OEM		
Print Title of authorized signatory of OEM		
Address for authorized signatory of OEM		
Telephone no. for authorized signatory of OEM		
Fax no. for authorized signatory of OEM		
Date signed		

Form 5 - Software Publisher Certification Form

FORM 5A - SOFTWARE PUBLISHER CERTIFICATION FORM

Form 5A Software Publisher Certification Form (to be used where the Bidder itself is the Software Publisher)
The Bidder certifies that it is the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any non-proprietary subcomponents incorporated into the software) on a royalty-free basis to Canada:
[bidders should add or remove lines as needed]

FORM 5B - SOFTWARE PUBLISHER AUTHORIZATION FORM

Form 5B

Solicitation Number Name of Bidder

Software Publisher Authorization Form

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

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under any contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges

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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

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Form 6 - Avaya Value-added reseller (VAR) Certifications

FORM 6 - AVAYA VALUE-ADDED RESELLER (VAR) CERTIFICATIONS - STREAM 1		
CERTIFICATION OF BEING EITHER AN AVAYA VALUE-ADDED RESELLER The bidder certifies, at the time of bid closing, that is an approved Avaya Value-added reseller. The bidder is requested to indicate below which tier they are in.		
The Bidder is an approved Avaya Value-added reseller. (Check the box that applies)		
Signature of Authorized Signatory of Bidder		
Print Name of authorized signatory of Bidder		
Print Title of authorized signatory of Bidder		
Date signed		
Solicitation Number		

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FORM 7A: Project Reference Form for STREAM 1		
SERVICE STREAM 1: CBSA HO (IVR)	STED VOICE REPORTING	SYSTEM (VRS) - INTERACTIVE VOICE RESPONSE
MANDATORY EXPERIENCE REQUIR	EMENT #1	
RESPONDENT NAME		
RESPONDENT ADDRESS		
The bidder must identify the follothe Bidder's IVR System as iden		eference who at time of Bid Closing is utilizing
	cluding the name, title, a	ddress, and telephone number, that can confirm ystem 10. Contractor Experience.
The GC entity reserves the right to directly contact the references provided by the Bidder. If the GC entity chooses to contact the reference, the GC entity will confirm the Bidder's Compliance Statement by specifically asking the Customer Contact the following question:		
'Has the Bidder been providing y	our company with IVR S	System for more than six (6) months?
Entity under contract to Custo perform the project reference	mer Organization to	
Prime Contractor	Company Name	
information for experience	Contact Name	
acquired as a Subcontractor Telephone		
(Complete if Applicable)	Email Address	
Project Name		
Project Duration (including sta		

Prime Contractor	Company Name	
information for experience	Contact Name	
acquired as a Subcontractor	Telephone	
(Complete if Applicable)	Email Address	
Project Name		
Project Duration (including state of implementation and end date		
Project Description (e.g. work performed, experienced gained)		
Name of Customer Organization	on	
	Name	
Primary Contact for Customer Organization	Telephone	
	Email Address	
	Name	
Backup Contact for Customer	Telephone	
Organization	Email Address	

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FORM 7b: Project Reference Form for STREAM 2

SERVICE STREAM 2: Short Message Service (SMS) for voice reporting			
MANDATORY EXPERIENCE REQUIREMENT #1			
RESPONDENT NAME			
RESPONDENT ADDRESS			
The Bidder must provide the followhort Message Service (SMS) for		erence that, at the time of bid closing, uses munication;	
a) the name of the client; b) Customer's contact (name, title, address and telephone number) who can confirm that his / her company is using the Bidder's SMS / MMS Gateway services described in Section 10.1 Contractor Experience.			
	ces, it will confirm the Bio	ly with the references provided by the Bidder. If dder's Statement of Compliance by specifically Person:	
Does the Bidder offer your comp communication for more than six		vice (SMS) services for voice recognition	
Entity under contract to Customer Organization to perform the project reference			
Prime Contractor	Company Name		
information for experience	Contact Name		
acquired as a Subcontractor (Complete if Applicable)	Telephone		
(Complete ii Applicable)	Email Address		
Project Name			
Project Duration (including start date, completion of implementation and end date, if applicable)			
Project Description (e.g. work performed, experienced gained)			
Name of Customer Organization			
	Name		
Primary Contact for Customer			
Organization	Email Address		
	Name		
Backup Contact for Customer			
Organization	Email Address		

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FORM 7C: Project Reference Form for STREAM 3

SERVICE STREAM 3: Location Based Service (LBS), telephone reporting with biometric identifier and GPS locations server		
MANDATORY EXPERIENCE REQUIRE	MENT #1	
RESPONDENT NAME		
RESPONDENT ADDRESS		
The Bidder must indicate the followation Based Service, Biometric		ference that, at the time of bid closing, uses and GPS Location Server.
		ne number) who can confirm that his / her vices described in Section 10.1 Contractor
The GoC entity reserves the right to communicate directly with the references provided by the Bidder. If it decides to contact the references, it will confirm the Bidder's Statement of Compliance by specifically asking the following question to the Customer's Contact Person:		
Does the Bidder offer your compa biometric ID and location server for		geolocation, phone communication with onths?
Entity under contract to Customer Organization to perform the project reference		
	Company Name	
	Contact Name	
	Telephone Email Address	
(Complete ii Applicable)	Email Address	
Project Name		
Project Duration (including star of implementation and end date		
Project Description (e.g. work performed, experienced gained)		
Name of Customer Organization		
	Name	
Primary Contact for Customer	Telephone	
Organization	Email Address	
	Name	
Backup Contact for Customer	Telephone	

Email Address

Backup Contact for Customer Organization