



RETURN RESPONSES TO / RETOURNER LES RÉPONSES À:

Bid Receiving
 C/O Tony Phan (Contracting Authority)
 Shared Services Canada | Services partagés Canada
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Email Address for Response Submission:
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Proposal to: Shared Services Canada

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

Proposition à: Services partagés Canada

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

Bidder's Name and address | Raison sociale et adresse du fournisseur/de l'entrepreneur:

The Bidder is required to identify below the name and title of the individual authorized to sign on behalf of the Bidder – Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire

 Name and title/Nom et titre

 Signature

 Date

Title / Sujet: Privileged Account Management (PAM)	
Solicitation No. / N° de l'invitation : R000013251/B	Date: March 22, 2018
Client Reference No. / N° référence du client: R000013251	
GETS Reference No. / N° de référence de SEAG: PW-18-00821160	
Solicitation Closes / L'invitation prend fin: on / le : April 6, 2018 at / à : 12 :00 PM	Time Zone / Fuseau horaire: Eastern Daylight Time (EDT)
D.D.P. / R.D.A.: Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to / Adresser toutes questions à: Tony Phan	Buyer Id / Id de l'acheteur: CAQ
Telephone No. / N° de téléphone: (613) 219-4471	Email / Courriel: tony.phan@canada.ca
Destination – of Goods, Services, and Construction / Destination – des biens, services et construction : See Herein / Voir aux présentes	
Delivery Required / Livraison exigée: See Herein / Voir aux présentes	Delivery Offered / Livraison propose:

SHARED SERVICES CANADA
BID SOLICITATION
FOR PRIVILEGED ACCOUNT MANAGEMENT (PAM)

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List of Annexes and Appendices to the Resulting Contract:

Annex A	Statement of Work (SOW)
Annex B	Mandatory and Point Rated Technical Requirements <ul style="list-style-type: none">▪ Appendix 1: Mandatory Technical Requirements▪ Appendix 2: <i>(Intentionally left blank)</i>▪ Appendix 3: Rated Technical Requirements▪ Appendix 4: Rated Corporate Requirements▪ Appendix 5: Professional Services Requirements - Senior PAM Architect▪ Appendix 6: Professional Services Requirements - Senior Project Manager
Annex C	Pricing Tables
Annex D	Bidder Forms <ul style="list-style-type: none">▪ Form 1: Bid Submission Form▪ Form 2A: Off-the-Shelf Certification Form▪ Form 2B: OEM Certification Form▪ Form 3A: Software Publisher Certification Form▪ Form 3B: Software Publisher Authorization Form▪ Form 4: Integrity Check Form▪ Form 5: Corporate Project Reference Information Form▪ Form 6: SCSI Submission Form▪ Figure 7: SCSI Scope Diagram
Annex E	Proof of Proposal Test

Annex F	Supported Platforms
Annex G	Standards and Policies
Annex H	Security Requirements Checklist (SRCL)
Annex I	Task Authorization (TA) Form
Annex J	Supply Chain Integrity Process

PART 1 - GENERAL INFORMATION

1.1 Introduction

This bid solicitation cancels and supersedes previous bid solicitation number R000013251/A dated January 8, 2018 with a closing of February 23, 2018 at 2:00 PM.

The bid solicitation is divided into seven parts plus annexes, appendices and forms, 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** Certification and Additional Information: 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, Mandatory and Point Rated Technical Requirements, Pricing Tables, Bidder Forms, Proof of Proposal Test, Supported Platforms, Standards and Policies, Security Requirements Checklist (SRCL), Task Authorization (TA) Form, and the Supply Chain Integrity Process.

1.2 Summary

- a) The Cyber and Information Technology Security (CITS) group within Shared Services Canada (SSC) is responsible for the development of policies, standards, plans, designs, operations and management of cyber and information technology (IT) security services for the Government of Canada (GC). Included in this purview of responsibilities are the integration, engineering, delivery, and support of security systems situated within SSC and its clients. Both legacy systems and end-state systems are supported in parallel; however, as part of the SSC initiative, these systems may gradually shift to a consolidated, Government of Canada wide adoption, with the potential for exceptions where SSC concludes that the operational needs of a Client might be better met through alternative means.
- b) This Request for Proposal (RFP) is being issued to procure a Commercial-off-the-Shelf (COTS) solution with the infrastructure capabilities to provide full Privilege Account Management (PAM) capabilities within SSC and allow SSC to offer it to its clients, as part of SSC's Administrative Access Controls Service (AACS) project.
- c) This bid solicitation is being issued by SSC. The resulting contract will be used by SSC to provide shared services to one or more of its clients, including SSC itself, those government institutions for whom SSC's services are mandatory from time to time, and those other organizations for whom SSC's services are optional and that choose to use those services.
- d) It is intended to result in the award of one contract for 5 years, plus 5 one-year irrevocable options allowing Canada to extend the term of the contract.

- e) There are security requirements associated with this requirement. For additional information, consult Part 5 - Resulting Contract Clauses. For more information on personnel and organizational security screening or security clauses, bidders should refer to the Industrial and Security Program (ISP) of Public Services and Procurement Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- f) Canada has invoked the National Security Exception in respect of this requirement and, as a result, none of the trade agreements apply to this procurement.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-andguidelines/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 Clauses set out at Part 7.
- c) The 2003 (2017-04-27) 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.
 - i) Section 3 of 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”.
 - ii) Section 5, paragraph 2 (d) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (a) **Delete:** in its entirety
 - (b) **Insert:** (d) send its bid only to Shared Services Canada in accordance with section 2.2 of the request for proposal.
 - iii) Section 5, paragraph 4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - (a) **Delete:** sixty (60) days
 - (b) **Insert:** one hundred and eighty (180) days
 - iv) Section 7 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, “Delayed bids” is deleted in its entirety. Bids sent by regular mail will not be accepted.
 - v) Section 8 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, “Transmission by facsimile” is deleted in its entirety. Bids sent by facsimile will not be accepted.
 - vi) Section 20 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, “Further Information” is deleted in its entirety.
- d) By submitting a bid, the Bidder is confirming that it agrees to be bound by all the instructions, clauses and conditions of the solicitation.

2.2 Electronic Submission of Bids

- a) **Email Submission of Response:** Subject to Subsection (j), Bidders must submit their bids by email in accordance with this Section by the date and time of closing to the email address identified on the cover page of this document.
- b) **Format of Email Attachments:** The approved formats for email attachments are any combination of:
 - i) PDF attachments; and
 - ii) documents that can be opened with either Microsoft Word or Microsoft Excel.

Bidders that submit attachments in other formats do so at their own risk.

- c) **Email Size:** Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed 15 MB. Except as expressly provided below, only emails that are received at the Email Address for Response Submission by the closing date and time will be considered part of the bid.
- d) **Email Title:** Bidders are requested to include the Solicitation No. identified on the cover page of this document in the “subject” line of each email forming part of the bid.
- e) **Time of Receipt:** All emails received at the Email Address for Response Submission showing a “received” time before the bid closing date and time will be considered timely. In the case of a dispute regarding the time at which an email arrived at SSC, the time at which the bid is received by SSC will be determined:
 - i) by the delivery time stamp received by the Bidder if the Bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
 - ii) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the Bidder has not turned on Delivery Status Notification for the sent email.
- f) **Availability of Contracting Authority:** During the two hours leading up to the closing date and time, an SSC representative will monitor the Email Address for Response Submission and will be available by telephone at the Contracting Authority’s telephone number shown on the cover page of this document (although the SSC representative may not be the Contracting Authority). If the Bidder is experiencing difficulties transmitting the email to the Email Address for Response Submission, the Bidder should contact SSC immediately at the Contracting Authority’s coordinates provided on the cover page of this document.
- g) **Email Acknowledgement of Receipt by SSC:** On the closing date, an SSC representative will send an email acknowledging receipt of each bid (and each email forming part of that bid, if multiple emails are received) that was received by the closing date and time at SSC’s Email Address for Response Submission.
- h) **Delayed Email Bids:** SSC will accept an email bid received in the first 24 hours after the closing date and time only if the Bidder can demonstrate that any delay in delivering the email to the SSC Email Address for Response Submission is due to Canada’s systems. Responses received by email more than 24 hours after the closing date and time will not be accepted under any circumstances. As a result, bidders who have tried to submit a bid, but have not received an email acknowledging receipt from SSC shortly thereafter should contact the Contracting Authority so that they can determine whether or not the bid arrived at the SSC Email Address for Response Submission on time.
- i) **Responsibility for Technical Problems:** Canada will not be responsible for:
 - (a) any technical problems experienced by the Bidder in submitting its bid, including emails that fail to arrive because they exceed the maximum email size of 15 MB or that are rejected or quarantined because they contain malware or other code that is screened out by SSC’s security services; or
 - (b) any technical problems that prevent SSC from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.
- j) **Hand-Delivered Responses:** All bidders must attempt to submit their bids electronically. However, SSC will accept a hand-delivered bid (as a back-up in addition to the email bid), in which case the following applies:

- (a) The hand-delivered bid can be:
 - (1) a soft copy on CD-ROM, or DVD;
 - (2) a hard copy (i.e., printed on paper); or
 - (3) a combination of soft and hard copies,
- (b) Any pricing tables that are provided by SSC to be completed by the bidders should be submitted as a soft copy.
- (c) The hand-delivered bid must be delivered by a representative of the Bidder in person or by a courier. SSC will not accept any bids delivered by regular mail.
- (d) The hand-delivered bid must be received by an SSC representative before the closing date and time at the address shown on the cover page of this document (or an alternate location arranged with the Contracting Authority in writing).
- (e) SSC will only accept a hand-delivered copy of the bid if the Bidder has coordinated delivery of that bid with the Contracting Authority. As indicated above, an SSC representative will be available at the Contracting Authority's telephone number during the two hours before the closing date and time, including for the purpose of coordinating the receipt of hand-delivered bids (the Contracting Authority may also agree, at SSC's discretion, to be available at another time before the closing date and time to receive the bid).
- (f) The only circumstances in which SSC will accept a hand-delivered bid after the closing date and time is if the Bidder can show that the SSC representative was unavailable to receive the hand-delivered bid at the coordinated time, or that no SSC representative was available at the Contracting Authority's telephone number (and no SSC representative responded to voicemail messages left at that telephone number) during the two hours leading up to the closing date and time.
- (g) SSC will consult the hand-delivered bid only if there are problems with all or a portion of the bid submitted by email by the closing date and time or if no email bid is received by the closing date and time. If SSC consults the hand-delivered bid, it will prevail over the electronically submitted bid.

2.3 Modification and Withdrawal of Bids

- a) Bids can be modified, withdrawn or resubmitted, during the bidding period, up until the solicitation closing date and time.
- b) A bid withdrawn after the solicitation closing date and time cannot be resubmitted.

2.4 Enquiries – Bid Solicitation

- a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Non-Disclosure Agreement

- a) By submitting a bid, the Bidder agrees to the terms of the non-disclosure agreement below (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.
 - 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.

2.6 Applicable Laws

- a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.
- b) Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.7 Supply Chain Security Information

- a) The Bidder must submit the information required by Annex D - Form 6 (SCSI Submission) of the bid solicitation.

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, or separate electronic attachments, as follows:
- i) Section I: Technical Bid (1 hard copy) or (1 soft copy) on CD, DVD, or electronically;
 - ii) Section II: Financial Bid (1 hard copy) or (1 soft copy) on CD, DVD, or electronically;
 - iii) Section III: Certification; (1 hard copy) or (1 soft copy) on CD, DVD, or electronically;

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.

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 demonstrate 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) Where the Bidder is required to demonstrate its compliance, the bid may refer to additional documentation submitted with the bid. Valid forms of technical documentation reference material include, but are not limited to:
- i) Screen captures, clearly legible, with text explanations.
 - ii) Technical or end-user documentation: If this documentation is stored within a website, extract the supporting information and insert it in your bid or attach the documentation as an annex. Clearly indicate what portions of the text (pages and paragraphs) provide the demonstration required.
 - iii) Training documentation: Online training content can be extracted or captured as a clearly legible image and inserted into your bid.
- c) For the purposes of demonstrating of Technical Compliance, bidders must be aware that any reference to a URL that requires Canada to download information from an Internet site to validate any of the mandatory requirements will not be accepted and the information will not be considered to determine if the requirement has been met.
- d) The technical bid consists of the following:
- i) **Mandatory upon request by the Contracting Authority during bid evaluation (Requested at Solicitation Closing)**
 - (a) **Bid Submission Form:** Bidders are requested to include a completed **Form 1 - Bid Submission Form** (see Annex D, Form 1) with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not

mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- (b) **Integrity Check:** Bidders are requested to include a completed **Form 4 – Integrity Check** (see Annex D, Form 4) with their bids. Using the form to provide the information is not mandatory, but it is recommended. If the Integrity Check is not included with the bid or if Canada determines that the information required is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so. Upon request, the Bidder must also provide any further information required by the Contracting Authority pursuant to Section 1 of Standard Instructions 2003.
- (c) **Security:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

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

- (d) **Supply Chain Integrity Process:** Bidders must include a completed **Form 6 – SCSI Submission Form** and in accordance with **Figure 7 – SCSI Scope Diagram** with their bids set out in Annex J – Supply Chain Integrity Process.
- ii) **Mandatory at Solicitation Closing – Technical Evaluation (only information submitted at Solicitation Closing will be evaluated):**
- (a) The Bidder must describe its solution and identify all the software, hardware and other components that collectively form a solution that satisfies all the mandatory technical criteria set out in **Annex B – Appendix 1 (Mandatory Technical Requirements)** (the “**Solution**”). The Bidder must respond to the individual mandatory technical criteria that are described in **Annex B – Appendix 1 (Mandatory Technical Requirements)** by demonstrating how its Solution complies with each of the mandatory technical criteria.
- iii) **Mandatory at Solicitation Closing – Point-Rated Corporate and Technical Criteria (only information submitted at Solicitation Closing will be evaluated):**
- (a) **Point-Rated Corporate Requirements:**
 - (1) The Bidder should provide all the required information and detail to demonstrate that it has the experience described in **Annex B – Appendix 4 (Rated Corporate Requirements)**. Bidders are requested to include a completed **Form 5 – Corporate Project Reference Information** (see Annex D) with their bids. Using the form to provide the information is not mandatory, but it is recommended.
 - (2) For each project reference used, the Bidder must, at a minimum, provide the name and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact that is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a project reference. Crown references will be accepted.

- (b) **Point-Rated Technical Requirements:** The Bidder should provide all the required information and detail to demonstrate that it meets the rated technical criteria, as described in **Annex B – Appendix 3 (Rated Technical Requirements)**.

- iv) **Proposed Professional Services Resources:** The technical bid must include one résumé for each of the resource categories identified in Annex A, Section 2.3.1. The Technical Bid must demonstrate that each proposed individual meets the qualification requirements described in Annex B, Appendices 5 and 6 (including any educational requirements, work experience requirements, and professional designation or membership requirements). The same individual will not be considered for more than one Professional Services Category. If it is not clear for which Category an individual is being proposed, Canada may request clarification from the Bidder. If the Bidder does not respond in the time allotted by the Contracting Authority, Canada will choose in its discretion for which Category the individual will be evaluated.

Bidders are advised to provide résumés for Professional Services Resources that provide sufficient detail to demonstrate that the proposed Professional Services Resources meet the requirements set out in **Annex B – Appendix 5 (PS Senior PAM Architect)** and **Annex B – Appendix 6 (PS PAM Project Manager)**. The résumés should:

- (a) identify the project name, project value, customer name and period the individual spent working on that project, where each project must be unrelated to the others used as references;
- (b) provide a detailed description of the project and nature of the work conducted by the Resource for each project that demonstrates that the Resource obtained the work experience described in Annex B, Appendices 5 and 6 by explaining the responsibilities and work performed by the individual while working on that project;
- (c) identify the duration that the Resource actually worked on the project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated. SSC will disregard any information about experience if the individual's résumé does not include the relevant dates for the experience claimed (i.e., the start date and end date); and
- (d) where applicable, identify the number of users to which the services pursuant to that project were delivered.

3.3 Section II: Financial Bid

- a) **Pricing:** Bidders must submit their financial bid in accordance with the pricing tables provided as Annex C - Pricing Tables without any conditions, assumptions, or restrictions. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting Contract, with the exception of those limitations that are expressly set out in this solicitation, will be considered non-responsive.
- b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder, with the exception of services provided by Shared Services Canada, as described in this RFP.
- c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

- d) **Exchange Rate Fluctuation:** The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
- e) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid

3.4 Section III: Certifications

- a) Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of the SSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

4.2 Technical Evaluation

- a) **Mandatory Criteria:** All mandatory criteria will be evaluated on a pass/fail basis, including the mandatory technical criteria set out in Annex B, Appendix 1 (Mandatory Technical Requirements), Appendix 5 (Professional Services Requirements – Senior PAM Architect), and Appendix 6 (Professional Services Requirements – Senior Project Manager).
- b) **Point-Rated Corporate and Technical Criteria:**
 - i) **Point-Rated Technical Requirements:** The point-rated technical criteria set out in Annex B, Appendix 3 (Rated Technical Requirements) will be evaluated as follows:
 - (a) Where in Canada's opinion, the Bidder has demonstrated that its solution currently provides the stated functionality, 100% of the maximum points per criterion will be awarded.
 - (b) Where in Canada's opinion, the Bidder has demonstrated that its solution either partially provides the stated functionality or can be modified to provide the stated functionality, 50% of the maximum points per criterion will be awarded.
 - (c) Where in Canada's opinion, the Bidder has NOT demonstrated that its solution will provide the functionality or will satisfy the requirement, 0% of the maximum points per criterion will be awarded.
 - ii) **Rated Corporate Requirements:** The point-rated corporate criteria set out in Annex B, Appendix 4 (Rated Corporate Requirements) will be given scores based on the Bidder's response in accordance with Appendix 4. Canada, in its discretion, may conduct reference checks concerning all or a portion of the criteria in Appendix 4. However, if SSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-compliant.
 - iii) **Rated Professional Services Requirements:** The point-rated professional services criteria set out in Annex B, Appendix 5 (Professional Services Requirements – Senior PAM Architect) and Appendix 6 (Professional Services Requirements – Project Manager) will be given scores based on the résumés submitted by the Bidder and the criteria set out in Annex B, Appendices 5 and 6.

Number of Resources Evaluated: Only one resource per resource category will be evaluated as part of this bid solicitation as identified in Annex B. Additional resources will only be assessed after contract award, based on the evaluation grids in Annex B - Appendix 5 and 6, once specific tasks are requested of the Contractor, if more than two resources are required.
 - iv) A summary of the point-rated technical criteria is set out in the following table. The Bidder's total number of points obtained will be the sum of all Point Rated Criteria Sections (row A through F) exceeding the minimum overall score of 350 points.

Summary of the Corporate, Professional Services, and Technical Point Rated Criteria Sections		
	Point Rated Criteria Sections	Maximum Score for Each Section
Technical – Appendix 3		
A	General	50
B	Security	50
C	Application Management	100
Corporate and Professional Services (PS) – Appendices 4, 5, and 6		
D	Corporate	165
E	Professional Services – Senior PAM Architect	80
F	Professional Services - Senior Project Manager	55
Total Minimum Score (70% overall)		350
Total Maximum Score		500

- c) **Supply Chain Integrity Process:** Canada will assess the Supply Chain Security Information submitted by the bidders in accordance with Annex J. Canada must approve the SCSI in order for a bidder to be eligible to be awarded a Contract.
- d) **Proof of Proposal Test for Top-Ranked Bid:**
- i) Through the proof of proposal test (the “**PoP Test**”), Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex E. The PoP Test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in Annex E, or the PoP Test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in Annex E (it is within the Contracting Authority’s sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoP Test.
 - ii) At the top-ranked bidder’s request, Canada is willing to consider doing the PoP Test remotely, providing Canada is still able to verify compliance with all the criteria. Whether or not to conduct the PoP Test remotely is within Canada’s discretion, and all logistics would be subject to agreement between Canada and the Bidder. If Canada and the Bidder are unable to agree on the logistics within 5 working days of Canada notifying the Bidder that it is moving into the PoP Test phase of evaluation, the Bidder will be required to conduct the test in accordance with paragraph (i). The PoP Test must begin within 5 working days of Canada notifying the Bidder that it is moving into the PoP Test phase of evaluation.
 - iii) The Contractor will then conduct the PoP Test. Up to 5 representatives of the Bidder may be present during the PoP Test. The representative(s) named in the bid to provide technical support during the PoP Test should be available by telephone for technical advice and clarification during the PoP Test; however, Canada is not required to delay the PoP Test if an individual is unavailable. The PoP Test must be completed within 14 working days (the “**PoP Test Period**”), with testing taking place over the course of a 7.5-hour working day.
 - iv) In connection with the PoP testing, the Bidder grants to Canada a limited license to use any software included in the Bidder’s proposed solution for testing and evaluation purposes.
 - v) If, during the initial installation of the solution for the PoP Test, the Bidder discovers that there are missing and/or corrupt files for any software components identified in the technical bid, the Bidder must

cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP Test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP Test.

- vi) If, by the end of the 14-working-day PoP Test Period, the top-ranked bidder does not successfully pass the PoP Test, its bid will be declared non-compliant and Canada may proceed to conduct the PoP Test with the next-ranked bidder. During the PoP Test Period, if Canada determines that the Bidder has failed to demonstrate compliance with any of the requirements being tested, Canada will advise the Bidder by email and the Bidder will have the opportunity to demonstrate compliance again. The Bidder may repeat any test as many times as it wishes during the PoP Test Period.

4.3 Financial Evaluation

- a) The financial evaluation will be conducted by calculating the total Evaluated Bid Price (EBP) using the Pricing Tables set out in Annex C, as completed by the Bidder.
- b) The price of the bid will be evaluated in Canadian dollars, Custom Duties are included and Applicable Taxes are extra.

4.4 Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

[Technical Merit refers to the Corporate Evaluation Score + Technical Evaluation Score.]

- a) To be declared compliant, a bid must:
 - i) comply with all the requirements of the bid solicitation;
 - ii) meet all mandatory criteria;
 - iii) obtain the required minimum score of 350 out of 500 points (70% overall), which are subject to point rating (Annex B); and
 - iv) pass the Proof of Proposal Test.
- b) Bids not meeting all of the requirements listed under (a) will be declared non-compliant.
- c) The selection of the bid to be recommended for contract award will be based on the highest compliant combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- d) To establish the technical merit score, the overall technical score for each compliant bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- e) To establish the pricing score, each compliant bid will be prorated against the lowest evaluated price and the ratio of 30%.

- f) For each compliant bid, the technical merit score and the pricing score will be added to determine its combined rating.
- g) Neither the compliant bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The compliant bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are compliant and the selection of top-ranked bidder is determined by a 70/30 ratio of technical merit and price, respectively. The maximum number of points available equals 500 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		450/500	400/500	350/500
Total Evaluated Bid Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$450/500 \times 70 = 63.00$	$400/500 \times 70 = 56.00$	$350/500 \times 70 = 49.00$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		87.55	83.00	79.00
Overall Rating		1st	2nd	3rd

- h) If more than one bidder is ranked first because of identical overall scores, the bidder with the lowest total Evaluated Bid Price (EBP) will become the top-ranked bidder.

PART 5 - CERTIFICATION AND ADDITIONAL INFORMATION

5.1 General Information

- a) Bidders must provide the required certifications and additional information 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-responsible, 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. The bid will be also declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive or constitute a default under the Contract

5.2 Certification Required with the Bid

The certifications listed below should be completed and submitted with the bid. 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) Status and Availability of Resources

- i) The Bidder certifies that, should it be 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. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and prove the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, retirement, resignation, and dismissal for cause or termination of an agreement for default.
- ii) If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her resume to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declare non-responsive.

b) Education and Experience

- i) The Bidder certifies that all the information provided in the resumes 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.

c) Former Public Servant Certification

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

For the purposes of this clause,

- (a) "former public servant" means a former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
 - an individual;
 - an individual who has incorporated;
 - a partnership made up of former public servants; or
 - a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
 - (b) "lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.
 - (c) "pension" means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36, as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.
- ii) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
- (a) name of former public servant;
 - (b) date of termination of employment or retirement from the Public Service.
- iii) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:
- (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;
 - (f) period of lump sum payment including start date, end date and number of weeks; and
 - (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- iv) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- v) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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

5.3 Certifications Precedent to Contract Award

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

- Form 1: Bid Submission Form
- Form 2A: Off-the-Shelf Certification Form
- Form 2B: OEM Certification Form
- Form 3A: Software Publisher Certification Form
- Form 3B: Software Publisher Authorization Form
- Form 4: Integrity Check Form

a) **Federal Contractors Program for Employment Equity – Bid Certification**

- i) 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).
- ii) 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.
- iii) 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" (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) list during the period of the Contract.
- iv) 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.

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

b) **Bidder Certifies that All Equipment and Software is "Off-the-Shelf"**

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

c) **OEM Certification**

- i) 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.

- ii) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- iii) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware, on all accompanying documentation, and on mandatory certification reports.

d) Software Publisher Certification and Software Publisher Authorization

- i) If the Bidder is the Software Publisher for any of the proprietary software component(s) it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation (see the Table of Contents). 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.
- ii) Any Bidder that is not the Software Publisher of all the proprietary software products or components proposed as part of its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers.
- iii) authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation (see the Table of Contents). 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.
- iv) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software included in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

e) Integrity Provisions

- i) In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required information by completing Form 4 – Annex E (Integrity Check Form), as applicable, to be given further consideration in the procurement process.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

- a) Before **award** of a contract, the following conditions must be met:
 - i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
if there are requirements for safeguarding measures at the Bidder's and proposed individuals' sites or premises based on the Contractor's proposal, the following will apply:
 - iv) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - v) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
- b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- c) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

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

6.3 Financial Capability

- a) SACC Manual clause A9033T (2012-07-16) Financial Capability, apply to and form part of the RFP;
- b) In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
- c) Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.

PART 7 - RESULTING CONTRACT CLAUSES

Note to Bidders: These Resulting Contract Clauses are intended to form the basis of any contract resulting from this bid solicitation. Except where specifically set out in these Resulting Contract Clauses, acceptance by bidders of all the clauses is a mandatory requirement of this bid solicitation.

No modification or other terms and conditions included in the bid will apply to the resulting contract, despite the fact that the bid may become part of the resulting contract.

Any Bidder submitting a bid containing statements implying that the bid is conditional on modification of these Resulting Contract Clauses (including all documents incorporated by reference) or containing terms and conditions that purport to supersede these Resulting Contract Clauses will be considered non-compliant.

If additional legal issues are raised by a bid, Canada reserves the right to address those issues in any contract awarded as a result of this bid solicitation. If the additional provisions are unacceptable to the Bidder, the Bidder may withdraw its bid.

7.1 Overview of Requirement

_____ (the “**Contractor**”) agrees to supply to Canada the commercial-off-the-shelf Solution, including the non-production replica of the Solution; the optional products/capacity described in this Contract if Canada exercises its option(s) to acquire those optional products and/or capacity; any professional services requested by Canada during the Contract Period; and any training requested by Canada during the Contract Period, all in accordance with the terms and conditions of this Contract, including all of its Annexes, and at the prices set out in this Contract.

7.2 The Solution – Initial Requirement

- a) Within 10 Federal Government Working Days (FGWD) of contract award, the Contractor agrees to deliver to Canada the complete production version of the commercial-off-the-shelf Privileged Account Management (PAM) “**Solution**”, which consists of all the Hardware, Licensed Software and other products required in order to fulfill all the requirements of the Contract relating to the Solution, all in accordance with the terms and conditions of this Contract, including all of its Annexes, and at the prices set out in this Contract. The Contractor must deliver the Solution to the following location: _____ [*Note to Bidders: the location in the National Capital Region will be identified at the time of contract award*]. The delivery of the Solution includes:
- i) supplying the purchased Hardware;
 - ii) providing the Hardware Documentation;
 - iii) providing maintenance and support services for the Hardware during the Hardware Maintenance Period;
 - iv) supplying the Licensed Software described in the Contract;
 - v) providing the Software Documentation;
 - vi) providing maintenance and support for the Licensed Software during the Software Support Period;
 - vii) configuring the Solution to meet all the requirements set out in Annex A and Annex B, Appendices 1; and

viii) providing a full non-production replica of the Solution to the following location:

_____ *[Note to Bidders: the location in the National Capital Region will be identified at the time of contract award.]*

b) **Components of Solution:** The individual components making up the Solution include:

i) *[Note to Bidders: the information provided by the Bidder in response to Article 3.2d)v)(a) of the bid solicitation will be included here at contract award.];* and

ii) all other hardware, software or other components required in order to satisfy the requirements of the Contract but that are not listed here.

c) **Client:** Under the Contract, the “**Client**” is Shared Services Canada (“**SSC**”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC’s services are mandatory from time to time, and those other organizations for whom SSC’s services are optional from time to time and that choose to use those services from time to time.

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

i) any reference to a “**deliverable**” or “**deliverables**” includes the Hardware, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred) and the Leased Hardware; and

ii) the term “**Hardware**”, which is defined in Supplemental General Conditions 4001, includes any “**Appliance**”, meaning any combination of hardware with software or firmware that is fully integrated into the Hardware. Where the Solution includes any Appliance, the terms and conditions of Supplemental General Conditions 4001 will apply, together with all those provisions from Supplemental General Conditions 4003 and 4004 that are applicable to the integrated software or firmware, which will be treated as “**Licensed Software**” for the purpose of those Supplemental General Conditions.

7.3 Optional Products/Capacity

a) The Contractor grants to Canada the irrevocable option (exercisable as many times during the Contract Period as Canada determines in its discretion) to acquire the products/capacity described at Annex A, Section 3, as optional, all under the same terms and conditions and at the prices and/or rates set out in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

b) When Canada exercises this option, unless otherwise requested by Canada, the Contractor must provide the most recent versions of the Hardware, Licensed Software and firmware (i.e., any new releases, versions and updates that have been made since the award of the contract).

c) When exercising Canada’s option for the products/capacity described in Annex A, Section 3, as optional:

- i) During the Initial Contract Period, Canada will also obtain the maintenance and support for the scalable Solution, as applicable;
 - ii) During the Option Period (Years 6 to 10), if any are exercised by Canada, Canada will determine whether or not to exercise the options for maintenance and support separately, but if Canada chooses to exercise the option for maintenance and support, Canada must obtain the maintenance and support for the entire quantity of Users for the Solution each month.
- d) The Contracting Authority may exercise the option(s) at any time before the expiry of the Contract by sending a written notice to the Contractor.
- e) **Substitution and Alternatives of Existing Products:**
- i) At any time, with respect to the optional products or capacity, the Contractor may propose a substitution or alternative for an existing product listed in the Contract, provided the proposed substitute or alternative meets or exceeds the specification(s) of the existing product. A substitution or alternative may represent an extension of an existing product line or the “next generation” of an existing product line that meets or exceeds the specification(s) of existing products under the Contract.
 - ii) Substitute or alternative Products must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution or alternative Product is acceptable. Whether or not to accept or reject a proposed substitution or alternative Product is entirely within the discretion of Canada.
 - iii) If Canada does not accept a proposed substitution or alternative, the Contractor must continue to deliver the original product.
 - iv) If accepted, the substitution will be documented for the administrative purposes of Canada by a Contract Amendment, by removing the existing Product and including the substitution instead.
 - v) If accepted, the addition of any alternative Product will be documented for the administrative purposes of Canada by a contract amendment, by adding the alternative as an additional Product under the Contract. Once an alternative Product has been included in the Contract, Canada may purchase either.

7.4 Professional Services

- a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an “as-and-when-requested” basis using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract, detailed in Annex A. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor’s own risk. When a TA is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA’s Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract’s Statement of Work in accordance with Annex A, and all the requirements set out in Annex B, Appendix 5 or 6, as applicable.
- b) **Form and Content of Draft Task Authorizations:**
- i) The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex I.
 - ii) The draft Task Authorization will contain the details of the task to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

- iii) A draft Task Authorization must also contain the following information, if applicable:
- (a) the TA number;
 - (b) The date by which the Contractor's response must be received (which will appear in the draft TA, but not the issued TA);
 - (c) the details of any financial coding to be used;
 - (d) the categories of resources and the number required;
 - (e) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - (f) the start and completion dates;
 - (g) milestone dates for deliverables and payments (if applicable);
 - (h) the number of person-days of effort required;
 - (i) whether the work requires on-site activities and the location;
 - (j) the language profile of the resources required;
 - (k) the level of security clearance required of resources;
 - (l) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (m) any other constraints that might affect the completion of the task.
- c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority, within 2 working days of receiving the draft TA (or within any longer time period specified in the draft TA), the proposed total price for performing the work and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- d) **Task Authorization Authorities for Validly Issuing Task Authorizations:**
- To be validly issued, a TA must include the following signatures:
- i) the Technical Authority;
 - ii) the Contractor's Representative; and
 - iii) the Contracting Authority.

Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority.

e) **Periodic Usage Reports:**

- i) The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.
- ii) The quarterly periods are defined as follows:
 - (a) 1st quarter: April 1 to June 30;
 - (b) 2nd quarter: July 1 to September 30;
 - (c) 3rd quarter: October 1 to December 31; and
 - (d) 4th quarter: January 1 to March 31.
- iii) The data must be submitted to the Contracting Authority no later than five calendar days after the end of the reporting period.
- iv) Each report must contain the following information for each validly issued TA (as amended):
 - (a) the TA number and TA Revision number(s), if applicable;
 - (b) a title or a brief description of each authorized task;
 - (c) the name, Category of Personnel [Note: if you have used a term different from "Category of Personnel", be sure to use consistent terminology here] and level [same comment re "level"] of each resource involved in performing the TA, as applicable;
 - (d) the total estimated cost specified in the validly issued TA for each task, exclusive of Applicable Taxes;
 - (e) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
 - (f) the start and completion date for each authorized task; and
 - (g) the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

7.5 Professional Services Resources

- a) All professional services 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), must be competent to provide the required services by any delivery dates described in the Contract, and must be capable of working efficiently and effectively with Canada's representatives. The specific individuals proposed by the Contractor in the bid that resulted in the award of this Contract are referred to as the "Key Resources".

- b) With respect to Key Resources:
- i) at the time of Contract award, those individuals must either be employees of the Contractor or have entered into a contract with the Contractor for a period lasting until at least 12 continuous months after Contract award; and
 - ii) the Contractor must provide the individuals named in the résumés submitted with the bid, in accordance with General Conditions 2030, Section 8(1), unless the Contractor is unable to do so for reasons beyond its control. For the purposes of this Contract, “reasons beyond its control” include the death of the individual, the termination of that individual’s employment, or the extended absence of that individual for reasons of illness, disability, parental leave or another form of leave. “Reasons beyond its control” do not include the deployment of the individual on another project.
- c) For any professional services requested through a Task Authorization for an individual(s) beyond the Key Resources, the Contractor must present the résumé of a resource candidate that meets all the requirements set out in Annex B, Appendices 5 or 6, as applicable.
- d) The Contractor must not, in any event, allow performance of the Work by unauthorized replacements for any professional services resources. The Contracting Authority may order that a replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a replacement resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- e) If, in Canada’s opinion, any of the resources (regardless of whether they are named Key Resources) provided by the Contractor is unable to perform the required services effectively and efficiently, and work productively with Canada’s representatives, the Contractor must, within 10 working days of Canada’s notice of the requirement for a replacement, provide to the Contracting Authority a minimum of 2 résumés of qualified resources who would be available to work on the Contract within 20 working days of delivering the résumés. Once Canada selects one of the proposed resources, the resource must be available to begin work within 10 working days. If Canada is not satisfied that any of the proposed resources are qualified, the Contractor must submit 2 additional résumés until a qualified resource has been selected by Canada.

7.6 Training

The Contractor must provide the training described in Annex A, as and when requested by Canada.

7.7 Scope of Potential Services

a) Service and Product Evolution:

- i) The Contractor agrees to advise the Technical Authority of all improvements that affect the Services and Products, including technological (including without limitation technological enhancement, augmentation or replacement), administrative, commercial, discounts resulting from aggregating services or discounted pricing for additional capacity, speed or bandwidth or other types of improvements.
- ii) Whether or not to accept or reject a proposed improvement is entirely within the discretion of Canada. If Canada does not agree to a proposed improvement, the Contractor must continue to deliver the original Service(s) or Product(s) as and when requested by Canada. If accepted, any improvement to the Services or Products will be documented for the administrative purposes of Canada by a Contract Amendment adding the improvement to the Contract as a Service Catalogue Item available for purchase or by revising the terms and conditions to reflect an enhancement to an existing Service Catalogue Item.

b) Extension of Existing Product Lines:

- i) During the Contract Period, if technological improvements have been made to the Products available for purchase under the Contract, the Contractor may propose new Products that are an extension of an existing Product line or the “next generation” of an existing Product line that meet or exceed the specification(s) of existing products under the Contract, if the price for the new Product does not exceed:
 - (a) the firm price (or ceiling price, if applicable) for the Product originally offered in the Contractor’s bid that resulted in the award of the Contract;
 - (b) the current published list price of the new Product, minus any applicable Government discount; or
 - (c) the price at which the new Product is generally available for purchase, whichever is the lowest.
- ii) Whether or not to accept or reject a proposed new Product is entirely within the discretion of Canada. If Canada does not accept a proposed new Product that is proposed to replace an existing Product, the Contractor must continue to deliver the original Product. If accepted, the addition of the new Product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new Product to the Contract.

7.8 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement 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 that are specifically referenced in the General Conditions or Supplemental General Conditions set out below are adopted as SSC policies.

a) General Conditions:

- i) 2030 (2016-04-04) General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. These General Conditions are amended as follows:
 - (a) Section 2 of the General Conditions is amended as follows: delete “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16”;

b) Supplemental General Conditions:

The following Supplemental General Conditions:

- i) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance.
- ii) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software, with respect to which 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.

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

apply to and form part of the Contract.

7.9 Security Requirement

The following security requirements apply to and form part of the Contract.

- a) The Contractor and/or its employees must EACH maintain a valid SECRET level security clearance, granted by Canada and approved by Shared Services Canada.
- b) The Contractor and/or its employees MUST NOT remove any PROTECTED or CLASSIFIED information or assets from the identified work site(s).
- c) 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.
- d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Shared Services Canada.
- e) The contractor and its employees must comply with the provisions of the:
 - i) Security of Information Act, as amended from time to time; and
 - ii) Industrial Security Manual (Latest Edition).

7.10 Contract Period

- a) **Contract Period:** The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - i) The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends 5 years later; and
 - ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b) **Option to Extend the Contract:**
 - i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 5 additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
 - ii) Canada may exercise this option at any time by sending a written notice to the Contractor 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.

7.11 Authorities

a) Contracting Authority

The Contracting Authority for the Contract is:

Tony Phan
Senior Procurement Officer, Procurement and Vendor Relationships
Shared Services Canada (SSC)
180 Kent St, 13th floor
Ottawa, Ontario K1P 0B6
Telephone: (613) 462-8244
Email address: tony.phan@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.

b) Technical Authority

To be completed upon Contract Award

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

c) Contractor's Representative

To be completed upon Contract Award

7.12 Payment

a) Basis of Payment

- i) **Solution (Annex C, Table 1):** For the supply, integration and configuration of the commercial-off-the-shelf Solution into an existing SSC Enterprise Data Centre (EDC) environment, including all necessary Hardware, all firmware and Licensed Software licensed on a perpetual basis, cables, components, Hardware documentation and Software Documentation, in order to provide a Solution and a non-production replica of the Solution, each of which satisfies all the requirements of the Contract, Canada will pay the Contractor the firm unit prices set out in Annex C, DDP National Capital Region (Incoterms 2010), which includes a one-year warranty with maintenance and support services from the date of acceptance of the Solution, including all customs duties, Applicable Taxes extra.

The price set out in **Table 1 of Annex C** for the Solution is a firm, all-inclusive per-user price for up to 5,000 initial concurrent Users of the Solution and includes all costs for all components of the Solution, including the Licensed Software, all Hardware and all firmware.

- ii) **Hardware and Software Maintenance and Support for Years 2 – 5 (Annex C, Table 2):** For maintenance and support of the Solution after the Hardware and Software Warranty Period, Canada will

pay the Contractor, in advance, the firm annual price(s) set out in **Table 2 of Annex C**, DDP National Capital Region (Incoterms 2010), including all customs duties, Applicable Taxes extra.

- iii) **Optional Hardware and Software Maintenance and Support for Years 6 – 10 (Annex C, Table 3):** For maintenance and support of the Solution, if Canada exercises its option to extend the Hardware and Software Maintenance Period, Canada will pay the Contractor, in advance, the firm annual price(s) set out in **Table 3 of Annex C**, (DDP National Capital Region (Incoterms 2010), including all customs duties, Applicable Taxes extra.
- iv) **Optional Requirement for Solution Scaling (Annex C, Table 4(a)):** For the supply, installation, integration and configuration of the Hardware and Licensed Software including all necessary cables, components and the Hardware documentation and Software Documentation necessary to provide the additional capacity (i.e., additional numbers of concurrent users for the Solution) described in Annex C, Table 4(a) in accordance with all of the requirements of the Contract, Canada will pay the Contractor the firm lot prices set out in Table 4(a) of Annex C, DDP National Capital Region (Incoterms 2010), which include one year warranty and maintenance and support services from the date of acceptance of additional capacity, including all customs duties, Applicable Taxes extra.
- v) *(Intentionally left blank)*
- vi) **Optional Maintenance and Support for the Scaled Capacities set out in Table 4(a) (Annex C, Table 5(a)):** For maintenance and support of the Solution with any scaled capacity purchased by Canada under Table 4(a), after the Hardware and Software Warranty Period, if Canada exercises its option to extend the Hardware and Software Maintenance Period, Canada will pay the Contractor, in advance, the firm annual price(s) set out in **Table 5(a) of Annex C**, DDP National Capital Region (Incoterms 2010), including all customs duties, Applicable Taxes extra.
- vii) *(Intentionally left blank)*
- viii) **Professional Services provided under a Task Authorization with a Firm Price (Annex C, Table 6):** For professional services requested by Canada, in accordance with an approved Task Authorization (TA), Canada will pay the Contractor the firm all-inclusive per diem rates set out in Annex C, Table 6. Each Task Authorization is subject to a firm price, Applicable Taxes extra.
- ix) **Optional Training (Annex C, Table 7):** For training courses, as and when requested by Canada, Canada will pay the Contractor the firm price per course, and/or per student, set out in Annex C, upon completion of the course, Applicable Taxes extra.
- x) **Travel:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of any Work outside the National Capital Region, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
 - (a) All travel must have the prior authorization of the Technical Authority.
 - (b) All payments are subject to government audit.

b) **Limitation of Expenditure**

- i) Canada's total liability to the Contractor under the Contract must not exceed \$_____CAD (to be inserted at contract award). Custom Duties and included and Applicable Taxes are Extra

- 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
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- iii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

c) **Method of Payment**

- i) H1000C (2008-05-12), Single Payment – Goods and Services;
- ii) H1008C (2008-05-12), Monthly Payment – Task Authorizations; and
- iii) H3028C (2010-01-11), Advance Payment – Maintenance and Support.

7.13 Invoicing Instructions

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

7.14 Certifications

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

7.15 Federal Contractors Program for Employment Equity - Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. If ESDC imposes such a sanction on the Contractor, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.16 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (to be completed upon Contract award).

7.17 Priority of Documents

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

- a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b) Supplemental General Conditions, in the following order:
 - i) 4001;
 - ii) 4003;
 - iii) 4004;
- c) General Conditions, 2030 (2016-04-04) General Conditions - Higher Complexity - Goods;
- d) Annex A – Statement of Work;
- e) Annex B – Mandatory Requirements; **[Note to Bidders: Annex B will be updated to include as mandatory all rated criteria for which the Bidder obtained points during the RFP evaluation. All rated criteria for which the Bidder did not obtain points will be deleted.]**
- f) Annex C – Pricing Tables;
- g) (Annex D and E will not form part of the resulting contract);
- h) Annex F – Supported Platforms;
- i) Annex G – Standards and Policies;
- j) Annex H – Security Requirements Checklist (SRCL);
- k) the signed Task Authorization(s) and any Certifications they required; and
- l) the Contractor's bid dated _____ not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.18 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 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 subparagraph i)(A) above.
- v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
 - (a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (b) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$ 2 Million.

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

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

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

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

7.20 Hardware

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

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes.
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No.
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes.
Delivery Location	<i>Location in National Capital Region.</i> <i>[Note to Bidders: the location in the National Capital Region will be identified at the time of contract award.]</i>
Contractor must deliver Hardware Documentation	Yes. Despite Section 7(4), only one copy of the Hardware Documentation is required.
Contractor must update Hardware Documentation throughout Contract Period	No, Section 7(5) of 4001 does not apply to the Contract.
Hardware Documentation must include maintenance documentation	No.
Language of Hardware Documentation	The Hardware Documentation is only required to be delivered in English.
Format and Medium on which Hardware Documentation must be Delivered	CD-ROM.
Special Delivery Requirements	No.
Class of Maintenance Service	Return-to-Depot Maintenance Service.

Toll-free Telephone Number for Maintenance Service	<i>[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their Bid Submission Form].</i>
Website for Maintenance Service	<i>[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their Bid Submission Form].</i>

7.21 Termination for Convenience of Hardware Maintenance Services

Regardless of the Contract Period and despite the Termination for Convenience provisions contained in the General Conditions, Canada may terminate for convenience, at no cost to Canada, any Hardware maintenance and support services being provided under the Contract. Canada will provide the Contractor 30 calendar days of advance written notice if it terminates the maintenance and support services for convenience and will be liable to the Contractor to pay only any unpaid maintenance and support charges that have accrued up to and including the date of termination. In the case of the Hardware Maintenance Services being terminated for convenience partway through the month, Canada will pay the balance of the month remaining after the 30-calendar-day notice period has expired.

7.22 Licensed Software

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

Licensed Software	The Licensed Software, which is defined in 4003, includes all the software products offered by the Contractor in its bid, and any other software code required for the Solution to function in accordance with the Software Documentation and the Specifications and in accordance with the terms and conditions of the Contract, and include without limitation all of the products identified in Article 5.2(d) above.
Type of License being Granted	User License.
Number of Users Licensed	<i>To be completed upon Contract Award</i>
Delivery Location	<i>Location in National Capital Region.</i> <i>[Note to Bidders: the location in the National Capital Region will be identified at the time of contract award.]</i>
Media on which Licensed Software must be Delivered	Electronically.
Source Code Escrow Required	No.

- b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

7.23 Licensed Software Maintenance and Support

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

Software Support Period	The Software Support Period is the Contract Period.
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period will run independently of the other licenses for the first year, and will then run concurrently with the other licenses, so that the Software Support Period ends on the same date for all licences granted under the Contract.
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access:</p> <p>Email Access: (as applicable)</p> <p>The Contractor must respond to all telephone or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p><i>[Note to Bidders: to be completed with information from the Bidder at the time of award. Bidders are requested to provide this information in their Bid Submission Form].</i></p>
Website	<p>In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is:</p> <p><i>[Note to Bidders: to be completed with information from the Bidder at the time of award. Bidders are requested to provide this information in their Bid Submission Form].</i></p>
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

7.24 Representations and Warranties

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

7.25 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.

7.26 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) a list of subcontractors; and
- iii) network diagram(s).

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

b) **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI information contained in Annex J. In that regard:

- i) The Contractor, starting at contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the 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) when applicable.
- 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.

c) **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.

- 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 SCSIs 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.

d) Addressing Security Concerns:

- i) If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the 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.
 - (d) This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.
- iii) Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the 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.

e) Cost Implications:

- i) Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment. However, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
 - (a) with respect to Products already assessed without security concerns by Canada pursuant to an SCSI assessment, evidence from the Contractor of how long it has owned the Product;
 - (b) with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;

- (c) evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
 - (d) the normal useful life of the Product;
 - (e) any “end of life” or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
 - (f) the normal useful life of the proposed replacement Product;
 - (g) the time remaining in the Contract Period;
 - (h) whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
 - (i) whether or not the Product being replaced can be redeployed to other customers;
 - (j) any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
 - (k) any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
 - (l) the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- ii) Additionally, if requested by the 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.
 - iii) Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada’s requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.
- f) **General:**
- i) The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.
 - ii) The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as

opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.

- iii) Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.
- iv) If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2030, Subsection 8(3).
- v) Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

7.27 Change of Control

- a) At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
 - i) an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
 - (a) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - (b) the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (c) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
 - ii) 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;
 - iii) 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 23(3) of General

Conditions 2030 (General Conditions – Higher Complexity – Goods), provided the information has been marked as either confidential or proprietary.

- c) The Contractor must notify the Contracting Authority in writing of:
- i) 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 15FGWDs after any change of control 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.
- h) Despite the foregoing, Canada’s right to terminate on a “no-fault” basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.

7.28 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;
 - iv) the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada's facilities;
 - v) completed sub-SRCL signed by the Contractor's 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 or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

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ANNEX A

STATEMENT OF WORK

(Provided as a separate document)

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ANNEX B

MANDATORY AND POINT RATED REQUIREMENTS

(Provided as a separate document)

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ANNEX C

PRICING TABLES

(Provided as a separate document)

ANNEX D

BIDDER FORMS (SOME FORMS ARE PROVIDED AS SEPARATE DOCUMENTS)

FORM 1 - BID SUBMISSION FORM			
Bidder's full legal name			
<i>In the case of a joint venture, please identify all members.</i>			
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name		
	Title		
	Address		
	Telephone #		
	Fax #		
	Email		
Bidder's Procurement Business Number (PBN)			
Former Public Servants <i>If you are submitting a response as a joint venture, please provide this information for each member of the joint venture.</i>	Is the Bidder a Former Public Servant in receipt of a pension? If yes, provide the information required by "Former Public Servant"	Yes	
		No	
	Is the Bidder a Former Public Servant who received a lump sum payment under the terms of the work force adjustment directive? If yes, provide the information required for "Former Public Servant"	Yes	
		No	
Federal Contractors Program for Employment Equity Certification <i>Please check one of the boxes or provide the required information. If you are submitting a response as a joint venture, please provide this information for each member of the joint venture.</i>	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 subject to the <i>Employment Equity Act</i> .		
	The Bidder certifies having a combined work force in Canada of fewer than 100 permanent full-time, part-time and temporary employees.		
	The Bidder has a combined workforce in Canada of 100 or more permanent full-time, part-time and temporary employees.		
	Valid and current Certificate number.		
	The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour.		
	Requested Canadian province or territory for applicable laws		
Toll-free Telephone Number to access Support Services			
Email Address to access Support Services			
Website address for web Support Services			
Security Clearance Level of Bidder	Clearance Level		
	Date Granted		

<p><i>Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.</i></p>	<p>Issuing Entity (PSPC, RCMP, etc.)</p>	
	<p>Legal name of entity to which clearance issued</p>	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire RFP, including the documents incorporated by reference into the RFP, and I certify and agree that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the RFP; 2. The Bidder has read and complies with the obligations of the PSPC Code of Conduct for Procurement (http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html); 3. All the information provided in the bid is complete, true and accurate; and 4. The Bidder agrees to be bound by all the terms and conditions of this RFP, including the documents incorporated by reference into it. 		
<p>Signature of Authorized Representative of Bidder</p>		

FORM 2: OFF-THE-SHELF AND OEM CERTIFICATION FORMS

Form 2A

Off-the-Shelf Certification Form

This confirms that all the equipment listed in our Bid is “Off-the-Shelf”.

Date signed _____

Solicitation Number _____

Name of Bidder _____

Form 2B

OEM Certification Form

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

Name of OEM _____

Signature of authorized signatory of OEM _____

Print Name of authorized signatory of OEM _____

Print Title of authorized signatory of OEM _____

Address for authorized signatory of OEM _____

Telephone no. for authorized signatory of OEM _____

Fax no. for authorized signatory of OEM _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

FORM 3: SOFTWARE PUBLISHER CERTIFICATION AND AUTHORIZATION FORM

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

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

[bidders should add or remove lines as needed]

Form 3B
Software Publisher Authorization Form
(to be used where the Bidder is not the Software Publisher)

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

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

FORM 4: INTEGRITY FORM

Adresse de courriel /E-mail Address:	
tony.phan@canada.ca	
Ministère/Department:	
Shared Services Canada	
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier	
Cliquez ici pour entrer du texte. / Click here to enter text.	
Adresse du fournisseur / Supplier Address	
Cliquez ici pour entrer du texte. / Click here to enter text.	
NEA du fournisseur / Supplier PBN	
Cliquez ici pour entrer du texte. / Click here to enter text.	
Numéro de la demande de soumissions (ou numéro du contrat proposé) Solicitation Number (or proposed Contract Number)	
Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)	
1. Membre / Director :	Cliquez ici pour entrer du texte. / Click here to enter text.
2. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
3. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
4. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
5. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
6. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
7. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
8. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
9. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
10. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
Autres Membres/ Additional Directors:	
Cliquez ici pour entrer du texte. / Click here to enter text.	

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ANNEX E

PROOF OF PROPOSAL TEST

(Provided as a separate document)

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ANNEX F

SUPPORTED PLATFORMS

(Provided as a separate document)

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ANNEX G

STANDARDS AND POLICIES

(Provided as a separate document)

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ANNEX H

SECURITY REQUIREMENTS CHECKLIST (SRCL)

(Provided as a separate document)

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ANNEX I

TASK AUTHORIZATION FORM

(Provided as a separate document)

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ANNEX J

SUPPLY CHAIN INTEGRITY PROCESS

(Provided as a separate document)