



## SHARED SERVICES CANADA

### Request for Proposals for IRCC Stakeholder Information Management System

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<b>Issuing Office</b>	Shared Services Canada 180 Kent Street, 13 <sup>th</sup> Floor Ottawa, Ontario K1P 0B5		
<b>Contracting Authority</b> (The Contracting Authority is SSC's representative for all questions and comments about this document.)	<b>Name</b>	Rosie Haddad	
	<b>Telephone No.</b>	613-769-7208	
	<b>Email Address</b>	<a href="mailto:ssc.pvrdocprojects-arfprojetscd.spc@canada.ca">ssc.pvrdocprojects-arfprojetscd.spc@canada.ca</a>	
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<b>Destination of Goods/Services</b>	Ontario		



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## Request for Proposals for IRCC Stakeholder Information Management System

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## **PART 1 GENERAL INFORMATION**

### **1.1 Introduction**

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.1.2 The Annexes include the following:

Annex A – Statement of Work;

Annex B – Basis of Payment

Annex C – Security Requirements Check List

1.1.3 List of Attachments to Part 3 (Bid Preparation Instructions)

Attachment 3.1 – Bidder's Submission Form

Attachment 3.2 – Integrity Check Form

Attachment 3.3 – SCSI Submission Form

Attachment 3.4 – SCSI scope diagram

1.1.4 List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection)

Attachment 4.1 – Technical Evaluation

Attachment 4.2 – Financial Evaluation

Attachment 4.3 – Proof of Proposal Evaluation

1.1.5 List of Attachments to Part 5 (Certifications)

Attachment 5.1 – Software Publisher Certification Form

Attachment 5.2 – Software Publisher Authorization Form



## 1.2 Summary

- 1.2.1 Immigration, Refugees and Citizenship Canada (IRCC) employs over 5,000 people at locations across Canada and abroad. The Department develops and manages policies and programs related to Canada's immigration, refugees, citizenship, integration and passport program
- 1.2.2 IRCC seeks to put in place a centrally-managed corporate tool to continue to improve accuracy, consistency and reduce duplication in maintaining stakeholder contact information
- 1.2.3 IRCC has a requirement for a commercial off-the-shelf (COTS) solution for a Stakeholder Information Management System that will enable IRCC users to continue to effectively and efficiently manage a variety of electronic information related to stakeholders and IRCC's interactions with stakeholders. The Stakeholder Information Management System, herein known as "the solution", will include subscription software services and professional services.
- 1.2.4 It is intended to result in the award of a contract for 2 years, plus 4 one-year irrevocable options allowing Canada to extend the term of the contract.
- 1.2.5 There is a security requirement associated with this bid solicitation. For additional information, consult Part 6 – Security, and Insurance Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult: (<http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>).
- 1.2.6 There is a supply chain integrity requirement associated with this requirement, see Part 2, Part 3, Part 4, and Part 7 for additional information.

## 1.3 Debriefings

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



## **PART 2 BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

- 2.1.1 All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- 2.1.2 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.
- 2.1.3 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, except for section 5(2)(d).
- 2.1.4 Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16”
- 2.1.5 Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
- a) Delete: sixty (60) days
  - b) Insert: one hundred and twenty (120) days
- 2.1.6 For purposes of this procurement, the PWGSC policies referenced within the Standard Acquisitions Clauses and Condition Manual are adopted as SSC policies.
- a) Section 6 of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:  
  
DELETE: PWGSC will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.  
  
INSERT: SSC will return bids delivered after the stipulated bid solicitation closing date and time.
  - b) Section 7 of 2003, Standard Instructions - Goods or Services - Competitive Requirements is deleted in its entirety.

### **2.2 SACC Manual Clauses**

- 2.2.1 2035 (2016-04-04) General Conditions - Higher Complexity – Services

### **2.3 Submission of Bids**

- 2.3.1 Bids must be submitted only to Shared Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- 2.3.2 Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.
- 2.3.3 Vendors intending to submit a bid are requested to notify the Contracting Authority by email (email address can be found on page 1 of the solicitation document), prior to the bid closing date, indicating their intention to submit a bid. Arrangements should be made with the Contracting Authority at least 2 business days in advance of the RFP closing date stated on the front page. A time slot will be provided by the Contracting Authority to accept the hand delivered response to the RFP.

### **2.4 Enquiries - Bid Solicitation**



- 2.4.1 All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- 2.4.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a “proprietary” nature must be clearly marked “proprietary” at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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

## 2.6 Improvement of Requirement During Solicitation Period

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

## 2.7 Non-Disclosure Agreement

- 2.7.1 By submitting a response, the Bidder agrees to the terms of the non-disclosure agreement below (the “Non-Disclosure Agreement”):
- a) a) The Bidder agrees to keep confidential any information it receives from Canada regarding Canada’s assessment of the Bidder’s Supply Chain Security Information (the “Sensitive Information”) including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada’s concerns.
  - b) Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise and whether or not that information is labeled as classified, proprietary or sensitive.
  - c) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a security clearance commensurate with the level of Sensitive Information being accessed, without the prior written consent of the Contracting Authority. The Bidder agrees to immediately notify the Contracting Authority if any person, other than those permitted by this Article, accesses the Sensitive Information at any time.
  - d) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.



- e) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at RFP stage, or immediate termination of the resulting Contract. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder's security clearance and review of the Bidder's status as an eligible bidder for other requirements.
- f) This Non-Disclosure Agreement remains in force indefinitely.



## PART 3 BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

#### 3.1.1 Copies of Bid

Canada requests that bidders provide their bid in separately bound sections as follows:

- a) Section I: Technical Bid (2 hard copies) and (2 soft copies) on CD or DVD
- b) Section II: Financial Bid (1 hard copy) and (2 soft copies) on CD or DVD
- c) Section III: Certifications (1 hard copy) and (2 soft copies) on CD or DVD,
- d) Section IV: Supply Chain Security Information (2 soft copies) by CD or DVD.

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.

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

#### 3.1.3 Format for Bid

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

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

#### 3.1.4 Canada's Policy on Green Procurement

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

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

#### 3.1.5 Submission of Only One Bid from a Bidding Group

The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.

For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are



related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:

- a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- b) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- c) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship);  
or
- d) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

### 3.1.6 Joint Venture Experience

Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

## 3.2 **Section I: Technical Bid**

The technical bid consists of the following:

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



### 3.3 Section II: Financial Bid

- 3.3.1 **Pricing:** Bidders must submit their financial bid in accordance with Attachment 4.2. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- 3.3.2 **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, subscription software services, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- 3.3.3 **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5

### 3.5 Section IV: Supply Chain Security Information (SCSI) Requirement

#### 3.6 Mandatory Qualification Submission Requirements

- 3.6.1 A supply chain scope diagram is attached at Attachment 3.4 to provide a visual representation of the Supply Chain Security Information (SCSI) requirement which the Bidders, must provide
- 3.6.2 Bidders must submit, with their Response on the RFP closing date, the following SCSI:
- 3.6.2.1 **IT Product List:** Bidders must identify the Products over which Canada's Data would be transmitted and/or stored that will be used and/or installed to perform any part of the Work described in the resulting contract, as well as the following in regards to each Product:
- Location: identify where the Product is interconnected within any given network for Canada's Data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations center, security operations center, internet or other public network peering points, etc.);
  - Product Type: identify the generally recognized description used by Industry such as appliance, hardware, software, etc. Components of an assembled Product, such as a module or card assembly, must be provided for all layer 3 internetworking devices;
  - IT Component: identify the generally recognized description used by Industry such as firewall router, switch, server, security appliance, etc;
  - Product Model Name or Number: identify the advertised name or number of the Product by the Product Manufacturer;
  - Description and Purpose of the Product: identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described in the resulting contract;
  - Identify the Product Manufacturer and/or Software Publisher;
  - Name of Subcontractor refers to the subcontractor that will provide the Product;



Bidders are requested to provide the IT Product List information on the form included as Attachment 3.3. It is requested that the Bidders indicate their legal name on each page and insert a page number as well as the total number of pages. Bidders are also requested to insert a separate row for each Product. Bidders are requested not to repeat multiple iterations of the same Product (e.g. if the serial number and/or the color is the only difference between two Products, they are considered the same Product with regards to SCSI).

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

- 3.6.2.3 **List of Subcontractors:** The Bidder must provide a list of any subcontractors that could be used to perform any part of the Work (including subcontractors affiliated or otherwise related to the Bidder) pursuant to any resulting contract. The list must include at a minimum:
- a) The name of the subcontractor;
  - b) The address of the subcontractor's headquarters;
  - c) The portion of the Work that would be performed by the subcontractor; and
  - d) The location(s) where the subcontractor would perform the Work.

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

Bidders are requested to provide their information on the forms included in Attachment 3.3. It is requested that Bidders indicate their legal name on each page, insert a page number as well as the total number of pages. Bidders are also requested to insert a separate row for each subcontractor and additional rows as may be necessary



## PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the supply chain integrity process, and the technical and the financial evaluation criteria.

4.1.2 There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

4.1.3 An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.4 In addition to any other time periods established in the bid solicitation:

a) Requests for Clarifications

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

b) Requests for Further Information

If Canada requires additional information in order to do any of the following pursuant to the Section entitled “Conduct of Evaluation” in 2003, Standard Instructions - Goods or Services - Competitive Requirements:

- (i) verify any or all information provided by the Bidder in its bid; OR
- (ii) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder.

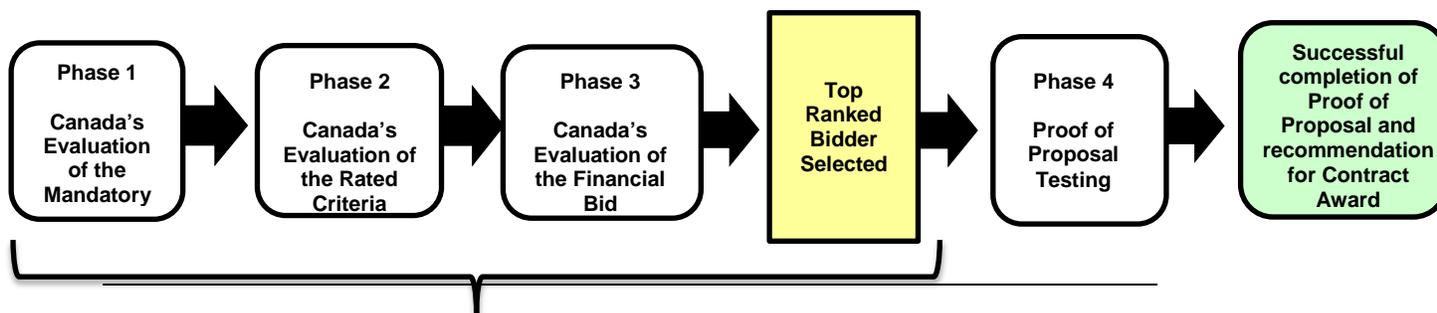
The Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.

4.1.5 Extension of Time

If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Summary of the RFP Evaluation Phases

The RFP evaluation process can be broken down into the following four phases:



Canada's completes assessment of Supply Chain Security Information



#### 4.3 Phase 1 & Phase 2 - Technical Evaluation

Phase 1 and Phase 2 of the evaluation process involves Canada's evaluation of the Bidder's Technical Bid in accordance with Attachment 4.1.

#### 4.4 Phase 3 – Financial Evaluation

Phase 3 of the evaluation process involves Canada's evaluation of the Bidder's Financial Bid in accordance with Attachment 4.2.

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

#### 4.5 Canada's assessment of Supply Chain Security Information

4.5.1 Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information

4.5.2 In conducting its assessment:

4.5.2.1 Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the response being disqualified.

4.5.2.2 Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the response or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.

4.5.3 If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:

4.5.3.1 Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's Supply Chain Security Information.

4.5.3.2 The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 10 calendar days following the day on which Canada's written notification is sent to the Bidder, (or a longer period specified in writing by the Contracting Authority).

4.5.3.3 If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or



information, no further opportunities to revise the Supply Chain Security Information will be provided and the response will be disqualified.

- 4.5.4 By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:
- 4.5.4.1 qualification pursuant to this RFP does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;
  - 4.5.4.2 qualification pursuant to this RFP does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
  - 4.5.4.3 at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.
  - 4.5.4.4 during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.
- 4.5.5 All Bidders will be notified in writing regarding whether or not they have qualified under this RFP to proceed to the next stage of the procurement process
- 4.5.6 Any Bidder that has qualified under this RFP will be required, when responding to any subsequent bid solicitation under this solicitation process, to propose a solution consistent with the final version of the Supply Chain Security Information it submitted with its response to this RFP (subject to revision only pursuant to the paragraph below). Except pursuant to the paragraph below, no alternative or additional Products or subcontractors may be proposed in the Bidder's solution. This is a mandatory requirement of this solicitation process. The proposed solution during any subsequent bid solicitation does not need to contain all the Products within the final Supply Chain Security Information.
- 4.5.7 Once a Bidder has been qualified in response to this RFP, no modifications are permitted to the Supply Chain Security Information except under exceptional circumstances, as determined by Canada. Given that not all the exceptional circumstances can be foreseen, whether changes may be made and the process governing those changes will be determined by Canada on a case-by-case basis.

#### **4.6 Establishing the Top Ranked Bidder**

- 4.6.1 Once Canada has completed the first three phases of the evaluation and assessed the Supply Chain Security Information of all compliant bidders, Canada will proceed to determine the top ranked bidder.
- 4.6.2 To determine the Top Ranked Bidder, each remaining bidder's Technical and Financial evaluation score will be combined to establish their Combined evaluation score as shown in the example below.



Bidder	Bidder's Technical Evaluation Score	Bidder's Financial Evaluation Score	Bidder's Combined Evaluation Score	Bid Ranking
A	22.11	56	78.11	2
B	23.68	70	93.68	Top Ranked
C	25.26	28	53.26	4
D	11.84	37.33	49.17	5
E	21.32	46.66	67.98	3

4.6.3 The Bidder with the highest Combined Evaluation Score will be determined and that Bidder will enter into Phase 4 of the evaluation process.

4.6.4 If more than one bidder is ranked first because of identical overall scores, then the bidder with the best financial score will become the top-ranked bidder.

#### 4.7 Phase 4 – Proof of Proposal Evaluation

Phase 4 of the evaluation process involves Canada's validating the Bidder's proposed Solution by performing a Proof of Proposal test in accordance with the instructions and requirements outlined in Attachment 4.3.

#### 4.8 Basis of Selection

4.8.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory and rated evaluation criteria to be declared responsive.

4.8.2 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory technical evaluation criteria; and
- (c) successfully complete the requirements of the Proof of Proposal as described in Section 4.7 above; and
- (d) successfully meet Supply Chain Integrity Process and Client Co-location Disclosure Information requirements above.

4.8.3 Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive and will be given no further consideration by the Crown. The top-ranked responsive bidder will be recommended for award of a contract.

4.8.4 Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be



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awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.



## PART 5 CERTIFICATIONS

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

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

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

### 5.1 Mandatory Certifications Required Precedent to Contract Award

#### 5.1.1 Code of Conduct and Certifications – Related documentation

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

#### 5.1.2 Federal Contractors Program for Employment Equity – Bid Certification

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

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

### 5.2 Additional Certifications Precedent to Contract Award

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

#### 5.2.1 Bidder Certifies that All Equipment and Software is "Off-the-Shelf"

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

#### 5.2.2 Software Publisher Certification and Software Publisher Authorization

5.2.2.1 If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher.



Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

5.2.2.2 Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

5.2.2.3 In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

### 5.2.3 Code of Conduct Certifications – Certifications Required Precedent to Contract Award

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

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



## **PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirement**

**Before award of a contract, the following conditions must be met**

#### **6.1.1 For Canadian Suppliers**

- 6.1.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED A**, issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**. **Public Services and Procurement Canada (PSPC)**.
- 6.1.1.2 The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.
- 6.1.1.3 The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED A**.
- 6.1.1.4 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PSPC.
- 6.1.1.5 The Bidder must comply with the provisions of the :
  - (a) Security Requirement Check List and security guide (if applicable), attached at Annex C.
  - (b) Industrial Security Manual (Latest Edition).

#### **6.1.2 For Foreign Suppliers:**

- 6.1.2.1 The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority confirming Contractor and/or Subcontractor compliance with the security requirements for foreign suppliers. The following security requirements apply to the Contractor and/or Subcontractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent Contract/Subcontract.
- 6.1.2.2 The Bidders must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral industrial security instrument. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html> .
- 6.1.2.3 The Bidders must provide proof that they are incorporated or authorized to do business in their jurisdiction as indicated in Part 7 - Resulting Contract Clauses.
- 6.1.2.4 The Bidder's proposed location of work performance must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses.
- 6.1.2.5 The Bidders must provide the addresses of the proposed site(s) or premise(s) of work performance and/or document safeguarding.



- 6.1.2.6 The successful Bidder's proposed individuals requiring access to **CANADA PROTECTED** information/assets or restricted work sites must EACH hold a valid Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization **in their country**, as well as a Background Verification, validated by the Canadian DSA.
- 6.1.2.7 The successful Bidder's proposed individuals must not begin the Work until all requisite security requirements have been met. The approved verifications for the required Criminal Record Check and Background Verifications are listed at Appendix A.
- 6.1.2.8 The successful Bidder **MUST NOT** utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer **system any CANADA PROTECTED A** information/assets until authorization to do so has been confirmed by the Canadian DSA.
- 6.1.2.9 The Bidders must provide assurance that it can receive and store **CANADA PROTECTED A** information/assets on its site or premises as indicated in Part 7 – Resulting Contract Clauses, Annex A and the listed IT Security Requirements.
- 6.1.2.10 In the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.
- 6.1.2.11 The Bidders must ensure that all the databases used by organizations to provide the services described in the SOW containing any **CANADA PROTECTED A** information, related to the Work, are located within Canada.
- 6.1.2.12 The bid must clearly indicate the work which the Bidder plans to subcontract. All subcontracting arrangements which provide the subcontractor with access to any Canadian restricted sites and/or access to **CANADA PROTECTED A** information/assets are subject to approval by Canada. The description of subcontracting arrangements must demonstrate how the Bidder will ensure that all requirements, terms, conditions, and clauses of the contract are met.

## 6.2 Insurance Requirements

- 6.2.1 The Bidder 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.



## PART 7 RESULTING CONTRACT CLAUSES

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

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

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

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

### 7.1 Requirement

7.1.1 \_\_\_\_\_ (the “Contractor”) agrees to supply to the Client the goods and services described in the Contract, including the Statement of, in accordance with, and at the prices set out in, the Contract. This includes:

- i. Providing Canada with a Stakeholder Information Management System in accordance with Annex A, Section 5;
- ii. Implementing and configuring the Stakeholder Information Management System in accordance with Annex A, Sections 6 to 8;
- iii. Providing all deliverables in accordance with Annex A, Sections 7 to 9.

### 7.1.2 Client

Under the Contract, the “Client” is Immigration, Refugees and Citizenship Canada (IRCC). However, the contracting authority 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 at any point during the Contract Period, and those other organizations for whom SSC’s services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.

### 7.1.3 Reorganization of Client

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

### 7.1.4 Defined Terms

Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. In addition, other terms defined within the Contract, include the following words and expressions listed below:

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



- b) "Workplace Technology Devices" means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.
- c) "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
- d) "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.
- e) "Product Manufacturer" means the entity which assembles the component parts to manufacture a Product.
- f) "Software Publisher": means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products
- g) any reference to the "Solution" refers to the requirements outlined in Annex A, Section 5;
- h) any reference to "Services" refers to services required to deliver the Solution to the Crown as defined in Annex A and the applicable description of any optional functionality of the Contractor's Solution included in the Contractor's bid.

## 7.2 Optional Goods and/or Services

- 7.2.1 The Contractor grants to Canada the irrevocable option to acquire the services described at Annex A of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- 7.2.2 The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

## 7.3 Standard Clauses and Conditions

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

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

- 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"

## 7.4 Security Requirement

The following security requirement (SCRL and related clauses) applies and forms part of the Contract.



**(To be entered at contract award) - One of 7.4.1 or 7.4.2 will be used, dependent on the nationality of the Contractor**

**7.4.1 For Canadian Suppliers**

- 7.4.1.1 The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED A**, issued but the Canadian Industrial Security Directorate (CISD), **Public Services and Procurement Canada (PSPC)**
- 7.4.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by CISD/PWGSC, the Contractor/ personnel **MAY NOT HAVE ACCESS** to PROTECTED information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort
- 7.4.1.3 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED A.
- 7.4.1.4 Subcontracts which contain security requirement are NOT to be awarded without the prior written permission of CISD/PSPC
- 7.4.1.5 The Contractor/Offeror must comply with the provisions of the :
  - (c) Security Requirement Check List and security guide (if applicable), attached at Annex C.
  - (d) Industrial Security Manual (Latest Edition)

**7.4.2 For Foreign Suppliers**

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Contractor / Subcontractor compliance with the security requirements for foreign suppliers. The following security requirements apply to the foreign recipient Contractor / Subcontractor incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract / subcontract. All **CANADA PROTECTED** information/assets, furnished to the foreign recipient **Contractor / Subcontractor** or produced by the Foreign recipient **Contractor / Subcontractor**, shall be safeguarded as follows:

All **CANADA PROTECTED** information/assets, furnished to the foreign recipient **Contractor / Subcontractor** or produced by the Foreign recipient **Contractor / Subcontractor**, shall be safeguarded as follows:

- 7.4.2.1 The Foreign recipient **Contractor / Subcontractor** must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral security instrument. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.



- 7.4.2.2 The Foreign recipient **Contractor / Subcontractor** must provide proof that they are incorporated or authorized to do business in their jurisdiction.
- 7.4.2.3 The Foreign recipient **Contractor / Subcontractor** must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient **Contractor / Subcontractor** in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
- 7.4.2.4 The Foreign recipient **Contractor / Subcontractor** must provide the **CANADA PROTECTED** information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.
- 7.4.2.5 The **Contractor/Subcontractor** must at all times during the performance of the **Contract/Subcontract** be registered with the appropriate government administered supervisory authority responsible for Personal Information in the country(ies) in which it is incorporated or operating and authorized to do business. The **Contractor/Subcontractor** must provide proof of its registration with the applicable supervisory authority to the Contracting Authority and Contracting Security Authority and identify the relevant national Privacy Authority. For European **Contractors/Subcontractors**, this will be the national Data Protection Authority (DPA).
- 7.4.2.6 The Foreign recipient **Contractor / Subcontractor** must identify an authorized Contract Security Officer (CSO) and an Alternate (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this **contract / subcontract**. This individual will be appointed by the proponent Foreign recipient **Contractor's / Subcontractor's** Chief Executive Officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
- 7.4.2.7 The **Contractor/Subcontractor** must at all times protect the privacy of any Personal Information, as defined in Section 7.4.4 and as understood in Canadian Law, specifically the *Privacy Act (1985)* and the *Personal Information Protection and Electronic Documents Act (2000)* and must, at a minimum, restrict access to the Personal Information to **Contractor/Subcontractor** personnel who:
- a) have a "need-to-know" and require access to the Personal Information for performance of the **Contract/Subcontract**; and
  - b) have been subject to a Criminal Record Check, with favorable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA. The approved verifications for the required Criminal Record Check and Background Verification are listed at Appendix A to Annex C – SRCL.
- 7.4.2.8 The Contractor/Subcontractor acknowledges and agrees that its obligations to safeguard, manage, and protect all Personal Information under the Contract/Subcontract are in addition to any obligations it has under national privacy legislation of the country(ies) in which it is incorporated or operates.



- 7.4.2.9 All Personal Information, provided to the **Contractor/Subcontractor** or produced by the **Contractor/Subcontractor**, must:
- a) not be disclosed to another government, person or firm, or representative thereof not directly related to the performance of the Contract/Subcontract, without the prior written consent of Canada. Such consent must be sought from its national DPA, the Contracting Authority and Contracting Security Authority (in collaboration with the Canadian DSA); and
  - b) not be used for any purpose other than for the performance of the Contract/Subcontract without the prior written approval Canada. This approval must be obtained by contacting its national DPA, the Contracting Authority and Contracting Security Authority (in collaboration with the Canadian DSA).
- 7.4.2.10 Personal Information provided or generated pursuant to this **Contract/Subcontract** must not be further provided to a third party foreign recipient Subcontractor unless:
- a) written assurance is obtained from the Canadian DSA to the effect that the third-party foreign recipient Subcontractor has been approved for access to Personal Information by the Canadian DSA; and
  - b) written consent is obtained from the Canadian DSA, if the third-party foreign recipient Subcontractor is located in a third country.
- 7.4.2.11 The Foreign recipient **Contractor / Subcontractor** MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system and transfer via an IT link” any **CANADA PROTECTED A** information/assets until authorization to do so has been confirmed by the Canadian DSA.
- See Appendix “A” of the Statement of Work for security measures required for the treatment and access to **CANADA PROTECTED A** information/assets.
- 7.4.2.12 The Foreign recipient **Contractor / Subcontractor** must ensure that all the databases used by organizations to provide the services described in the **Annex A - SOW** containing any **CANADA PROTECTED** information, related to the Work, are located within **CANADA**.
- 7.4.2.13 The **Contractor/Subcontractor** must not use the Personal Information for any purpose other than for the performance of the **Contract/Subcontract** without the prior written approval of Canada. This approval must be obtained from the Canadian DSA.
- 7.4.2.14 The **Contractor/Subcontractor** must not disclose Personal Information to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
- 7.4.2.15 The **Contractor/Subcontractor** must immediately report to its respective national DPA and the Contracting Authority (in collaboration with the Canadian DSA), all cases in which it is known or there is reason to suspect that any Personal Information provided or generated pursuant to this **Contract/Subcontract** have been lost, or in contravention of these security requirements, accessed, used or disclosed to unauthorized persons.
- 7.4.2.16 The **Contractor/Subcontractor** must contact their national DPA for further information regarding the safeguarding, management, cross-border transfer and protection of Personal Information.
- 7.4.2.17 With respect to any assessment or audit as identified in **Annex A - SOW**, the Contracting Authority (in collaboration with the Canadian DSA) reserves the right to require proof of compliance with legislation in the country of operation which may include, but is not



- limited to, compliance with national laws concerning privacy protection, adherence to tax laws, incorporation regulations, labour laws.
- 7.4.2.18 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the Canadian DSA.
- 7.4.2.19 The Foreign recipient **Contractor / Subcontractor** visiting Canadian Government, under this contract, will submit a Request for Site Access to the Departmental Security Officer of Immigration, Refugees and Citizenship Canada.
- 7.4.2.20 In the event that a foreign recipient **Contractor / Subcontractor** is chosen as a supplier for this **contract / subcontract**, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.
- 7.4.2.21 Upon completion of the Work, the Foreign recipient **Contractor / Subcontractor** must return to the Government of Canada, all **CANADA PROTECTED** information/assets furnished or produced pursuant to this **contract / subcontract**, including all **CANADA PROTECTED** information/assets released to and/or produced by its subcontractors.
- 7.4.2.22 The Foreign recipient **Contractor / Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Annex C.
- 7.4.2.23 Canada has the right to reject any request to electronically access, process, produce, transmit or store **CANADA PROTECTED** information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.
- 7.4.3 Protection And Security Of Data Stored In Databases
- 7.4.3.1 The **Contractor/Subcontractor** must ensure that all the databases [used by organizations to provide the services described in Annex A – SOW containing any Personal Information, related to the Work, are located in Canada.
- 7.4.3.2 The **Contractor/Subcontractor** must control access to all databases on which any data relating to the **Contract/Subcontract** is stored so that only individuals with the appropriate security screening are able to access the database, either by using a password or other form of access control (such as biometric controls).
- 7.4.3.3 The **Contractor/Subcontractor** must ensure that all databases on which any data relating to the **Contract/Subcontract** is stored are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all other databases, unless those databases are located in Canada.
- 7.4.3.4 The **Contractor/Subcontractor** must ensure that all data relating to the **Contract/Subcontract** is processed only in Canada.
- 7.4.3.5 The **Contractor/Subcontractor** must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection 1.
- 7.4.3.6 Despite any section of the General Conditions relating to subcontracting, the **Contractor/Subcontractor** must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract / Subcontract unless the Contracting Authority first consents in writing.



#### 7.4.4 Personal Information

Interpretation:

1. In the **Contract/Subcontract**, unless the context otherwise requires,
  - "General Conditions" means the general conditions that form part of the **Contract/Subcontract**;
  - "Personal Information" means information about an individual, including the types of information specifically described in the *Privacy Act*, R.S. 1985, c. P-21;
  - "Record" means any hard copy document or any data in a machine-readable format containing Personal Information;
2. Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions.
3. If there is any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions prevail.

#### 7.4.5 Ownership of Personal Information and Records

To perform the Work, the Contractor/Subcontractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor/Subcontractor acknowledges that it has no rights in the Personal Information or the Records and that Canada owns the Records. On request, the Contractor/Subcontractor must make all the Personal Information and Records available to Canada immediately in a format acceptable to Canada.

#### 7.4.6 Use of Personal Information

The Contractor/Subcontractor agrees to create, collect, receive, manage, access, use, retain, and dispose of the Personal Information and the Records only to perform the Work in accordance with the Contract/Subcontract.

#### 7.4.7 Collection of Personal Information

- 7.4.7.1 If the **Contractor/Subcontractor** must collect Personal Information from a third party to perform the Work, the Contractor/Subcontractor must only collect Personal Information that is required to perform the Work. The **Contractor/Subcontractor** must collect the Personal Information from the individual to whom it relates and the Contractor/Subcontractor must inform that individual (at or before the time when it collects the Personal Information) of the following:
- a) that the Personal Information is being collected on behalf of, and will be provided to, Canada;
  - b) the ways the Personal Information will be used;
  - c) that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
  - d) the consequences, if any, of refusing to provide the information;
  - e) that the individual has a right to access and correct his or her own Personal Information; and
  - f) that the Personal Information will form part of a specific personal information bank (within the meaning of the *Privacy Act*), and also provide the individual with information about which government institution controls that personal information



bank, if the Contracting Authority has provided this information to the **Contractor/Subcontractor**.

- 7.4.7.2 The **Contractor, its subcontractors**, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Canada.
- 7.4.7.3 If requested by the Contracting Authority, the **Contractor/Subcontractor** must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The **Contractor/Subcontractor** must not begin using the form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.
- 7.4.7.4 At the time it requests Personal Information from any individual, if the **Contractor/Subcontractor** doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor/Subcontractor must ask the Contracting Security Authority for instructions.

#### 7.4.8 Maintaining the Accuracy, Privacy and Integrity of Personal Information

The Contractor/Subcontractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Contractor/Subcontractor must protect the privacy of the Personal Information. To do so, at a minimum, the Contractor/Subcontractor must:

- a) not use any personal identifiers (e.g. social insurance number) to link multiple databases containing Personal Information;
- b) segregate all Records from the **Contractor's/Subcontractor's** own information and records;
- c) restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
- d) provide training to anyone to whom the **Contractor/Subcontractor** will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The **Contractor/Subcontractor** must provide this training before giving an individual access to any Personal Information and the **Contractor/Subcontractor** must keep a record of the training and make it available to the Contracting Authority if requested;
- e) if requested by the Contracting Authority, before providing anyone with access to the Personal Information, require anyone to whom the **Contractor/Subcontractor** provides access to the Personal Information to acknowledge in writing (in a form approved by the Contracting Authority) their responsibilities to maintain the privacy of the Personal Information;
- f) keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Canada on behalf of an individual);
- g) include a notation on any Record(s) that an individual has requested be corrected if the **Contractor/Subcontractor** has decided not to make the correction for any reason. Whenever this occurs, the **Contractor/Subcontractor** must immediately advise the



Contracting Authority of the details of the requested correction and the reasons for the **Contractor's/Subcontractor's** decision not to make it. If directed by the Contracting Authority to make the correction, the **Contractor/Subcontractor** must do so;

- h) keep a record of the date and source of the last update to each Record;
- i) maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the **Contractor/Subcontractor** and Canada at any time; and
- j) secure and control access to any hard copy Records.

#### 7.4.9 Safeguarding Personal Information

The Contractor/Subcontractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor/Subcontractor must:

- a) store the Personal Information electronically so that a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the Personal Information is stored;
- b) ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work;
- c) not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Contracting Security Authority has first consented in writing;
- d) safeguard any database or computer system on which the Personal Information is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information;
- e) maintain a secure back-up copy of all Records, updated at least weekly;
- f) implement any reasonable security or protection measures requested by Canada from time to time; and
- g) notify the Contracting Authority and the Contracting Security Authority immediately of any security breaches; for example, any time an unauthorized individual accesses any Personal Information.

#### 7.4.10 Appointment of Privacy Officer

The **Contractor/Subcontractor** must appoint someone to be its privacy officer and to act as its representative for all matters related to the Personal Information and the Records. The **Contractor/Subcontractor** must provide that person's name to the Contracting Authority and the Contracting Security Authority within ten (10) days of the award of the **Contract/Subcontract**.

#### 7.4.11 Quarterly Reporting Obligations

Within (30) calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the **Contractor/Subcontractor** must submit the following to the Contracting Authority:

- a) a description of any new measures taken by the **Contractor/Subcontractor** to protect the Personal Information (for example, new software or access controls being used by the **Contractor/Subcontractor**;
- b) a list of any corrections made to Personal Information at the request of an individual (including the name of the individual, the date of the request, and the correction made);



- c) details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the **Contractor/Subcontractor**; and
- d) a complete copy (in an electronic format agreed to by the Contracting Authority and the **Contractor/Subcontractor** of all the Personal Information stored electronically by the **Contract/Subcontract**.

#### 7.4.12 Threat and Risk Assessment

Within ninety (90) calendar days of the award of the **Contract/Subcontract** and, if the **Contract/Subcontract** lasts longer than one year, within thirty (30) calendar days of each anniversary date of the **Contract/Subcontract**, the **Contractor/Subcontractor** must submit to the Contracting Authority and the Contracting Security Authority a threat and risk assessment, which must include:

- a) a copy of the current version of any request for consent form or script being used by the **Contractor/Subcontractor** to collect Personal Information;
- b) a list of the types of Personal Information used by the **Contractor/Subcontractor** in connection with the Work;
- c) a list of all locations where hard copies of Personal Information are stored;
- d) a list of all locations where Personal Information in machine-readable format is stored (for example, the location where any server housing a database including any Personal Information is located), including back-ups;
- e) a list of every person to whom the **Contractor/Subcontractor** has granted access to the Personal Information or the Records;
- f) a list of all measures being taken by the **Contractor/Subcontractor** to protect the Personal Information and the Records;
- g) a detailed explanation of any potential or actual threats to the Personal Information or any Record, together with an assessment of the risks created by these threats and the adequacy of existing safeguards to prevent these risks; and
- h) an explanation of any new measures the **Contractor/Subcontractor** intends to implement to safeguard the Personal Information and the Records.

#### 7.4.13 Audit

Canada may audit the **Contractor's/Subcontractor's** compliance with these supplemental general conditions at any time. If requested by the Contracting Authority, the **Contractor/Subcontractor** must provide Canada (or Canada's authorized representative) with access to its premises and to the Personal Information and Records at all reasonable times. If Canada identifies any deficiencies during an audit, the **Contractor/Subcontractor** must immediately correct the deficiencies at its own expense

#### 7.4.14 Statutory Obligations

- 7.4.14.1 The Contractor/Subcontractor acknowledges that Canada is required to handle the Personal Information and the Records in accordance with the provisions of Canada's Privacy Act, Access to Information Act, R.S. 1985, c. A-1, and Library and Archives of Canada Act, S.C. 2004, c. 11. The Contractor/Subcontractor agrees to comply with any requirement established by the Contracting Authority that is reasonably required to ensure that Canada meets its obligations under these acts and any other legislation in effect from time to time.



7.4.14.2 The Contractor/Subcontractor acknowledges that its obligations under the Contract/Subcontract are in addition to any obligations it has under the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor/Subcontractor believes that any obligations in the Contract/Subcontract prevent it from meeting its obligations under any of these laws, the Contractor/Subcontractor must immediately notify the Contracting Authority of the specific provision of the Contract/Subcontract and the specific obligation under the law with which the Contractor/Subcontractor believes it conflicts.

#### 7.4.15 Disposing of Records and Returning Records to Canada

The **Contractor/Subcontractor** must not dispose of any Record, except as instructed by the Contracting Authority. On request by the Contracting Authority, or once the Work involving the Personal Information is complete, the **Contract/Subcontract** is complete, or the **Contract/Subcontract** is terminated, whichever of these comes first, the **Contractor/Subcontractor** must return all Records (including all copies) to the Contracting Authority.

#### 7.4.16 Legal Requirement to Disclose Personal Information

Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the **Contractor/Subcontractor** must immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.

#### 7.4.17 Complaints

Canada and the **Contractor/Subcontractor** each agree to notify the other immediately if a complaint is received under the *Access to Information Act* or the *Privacy Act* or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

#### 7.4.18 Exception

The obligations set out in these supplemental general conditions do not apply to any Personal Information that is already in the public domain, as long as it did not become part of the public domain as a result of any act or omission of the **Contractor** or any of its subcontractors, agents, or representatives, or any of their employees.

### 7.5 **Services**

7.5.1 The Contractor agrees that the Services includes anything required to enable the Client to:

- a) use all the features and functionality of the Solution offered by the Contract in accordance with Annex A; and
- b) provides all optional functionality of the Solution as defined in the Contractor's proposal.

7.5.2 The Services includes any necessary licensed rights to access and use any subscription software licenses included in the Solution in accordance with the Statement of Work during the period of the Contract.

7.5.3 Services described in Annex A, are designed to be available to the Crown on a 24/7 for the duration of the Contract Period.



#### 7.5.4 Intellectual property rights

- 7.5.4.1 Canada acknowledges that ownership of any software licences included in the Services belongs to the Contractor or its licensor and is not transferred to Canada. As a result, any reference in the Contract to any part of Licensed Software as a deliverable must be interpreted as a reference to the license to use that Licensed Software, not to own the Licensed Software.
- 7.5.4.2 Canada acknowledges that, in performing any warranty, maintenance, support related to the Service, the Contractor and its employees, agents, and subcontractors may develop and share with Canada ideas, know-how, teaching techniques and other intellectual property. Ownership to that intellectual property will remain with the Contractor. As long as the Contractor at all times observes the confidentiality provisions of the Contract, Canada grants to the Contractor a worldwide, perpetual, irrevocable, royalty-free license to use all suggestions, ideas, enhancement requests, feedback and recommendations from Canada.
- 7.5.4.3 The Contractor represents and warrants that it has obtained all necessary intellectual property rights required to provide the Services in accordance with the terms and conditions of this Contract.

#### 7.5.5 Documentation

With respect to any documentation available from the provisioning of Services, including user guides provided by the Contractor to Canada, copyright in the documentation will not be owned by or transferred to Canada. However, Canada has the right to use the documentation and may, for its own internal purposes, copy it for use by any User, as long as Canada includes any copyright and/or proprietary right notice that was part of the original document in any copy.

#### 7.5.6 "Shrink-wrap" or "Click-wrap" conditions

The Contractor agrees that Canada is not bound by any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained in Services or conditions that may accompany the Services in any manner, regardless of any notification to the contrary. The Contractor agrees that only the conditions that expressly form part of the Contract, which are the articles of the Contract, form part of the Contract.

### 7.6 **Training**

7.6.1 **Providing Training:** The Contractor must provide 20 hours of training for System Administrators, End Users and Technical Support resources. This training should include tutorials of the system and its features and question and answer periods.

#### 7.6.2 Providing Training

- 7.6.2.1 The Contractor must provide classroom or online training on the Solution in accordance with the date and time provided in the Contractor's Implementation Strategy and Plan.
- 7.6.2.2 The training must be provided on site at **70 Crémazie Street, Gatineau, Québec** or **remotely via internet meeting**.
- 7.6.2.3 The training, including both the instruction and the course materials, must be provided in Canadian English and Canadian French.
- 7.6.2.4 The Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority in accordance with Annex A, Section 9.4.

### 7.7 **Contract Period**



7.7.1 Contract Period

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

7.7.1.1 The “**Initial Contract Period**”, which begins on the date the Contract is awarded and will end March 31, 2021;

7.7.1.2 The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

7.7.2 Option to Extend the Contract

7.7.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

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

7.8 **Authorities**

7.8.1 Contracting Authority

The Contracting Authority for the Contract is: **(To be entered at contract award)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Shared Services Canada  
Procurement Vendor Relationships

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

7.8.2 Technical Authority

The Technical for the Contract is: **(To be entered at contract award)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_



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

7.8.3 Contractor's Representative

The Contractor's Representative for the Contract is: **(To be entered at contract award)**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

7.9 **Proactive Disclosure of Contracts with Former Public Servants**

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

7.10 **Payment**

7.10.1 Basis of Payment

For providing the one-time implementation of the Solution in accordance with the Contract, Canada will pay the Contractor the firm prices set out in Annex B – Basis of Payment, Applicable Taxes extra.

7.10.2 Method of Payment

7.10.2.1 **Method of Payment – One-time Implementation costs for the Solution**

Canada will pay the Contractor in accordance with \_\_\_\_\_ **[Note to Bidders: this clause will be adjusted based on the bid]**, for services related to the One-time Implementation costs for the Solution provided the following:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada; and
- c) the Work performed has been accepted by Canada.

7.10.2.2 **Method of Payment – One-time costs for Optional Additional Functionalities:**

Canada will pay the Contractor in accordance with \_\_\_\_\_ **[Note to Bidders: this clause will be adjusted based on the bid]**, for services related to the One-time Optional Additional Functionalities costs for the Solution provided the following:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;



- b) all such documents have been verified by Canada; and
- c) the Work performed has been accepted by Canada.

#### 7.10.2.3 **Monthly Service Charge Rates for the Solution, Optional Additional Licences and Optional pricing for Additional Functionalities**

With the exception of those elements priced separately in Annex B (One-time Implementation costs for the Solution) the Monthly Service Charge Rates for the Solution, the Optional Additional Licences are all being provided by the Contractor to Canada based on the mandatory requirements in Annex A of the Contract and/or the proposed Solution defined in the Contractor's bid.

Canada will pay the Contractor on a monthly basis for the Contractor's Services performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada; and
- c) the Work performed has been accepted by Canada.

7.10.2.4 **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

#### 7.10.3 Payment Credits

7.10.3.1 **Late Delivery:** If the Contractor does not deliver the deliverables or perform the services within the time specified in the Contract, the Contractor must provide a credit to Canada valued at 1.5% of the monthly service rate invoice for each calendar day of delay up to a maximum of 10 days, subject to the limitation that the total amount of liquidated damages will not exceed 10% of the price of the Work delivered late. [If the amount of damages differs for different types of deliveries, different credit amounts could be included for each type of different delivery.]

7.10.3.2 **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.

7.10.3.3 **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period, including during implementation.

7.10.3.4 **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

7.10.3.5 **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.



- 7.10.3.6 **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- 7.10.3.7 **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

#### 7.11 Limitation of Expenditure

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

#### 7.12 Invoicing Instructions

- 7.12.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.
- 7.12.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- 7.12.3 By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- 7.12.4 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.

#### 7.13 Certifications

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

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



#### 7.14 Applicable Laws

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

#### 7.15 Priority of Documents

7.15.1 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) Annex A, Statement of Work
- c) Annex B, Basis of Payment
- d) Annex C, Security Requirements Check List
- e) the Contractor's bid dated \_\_\_\_\_ (insert date of bid), 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.

#### 7.16 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

**(To be entered at contract award) - One of (a) or (b) will be used, dependent on the nationality of the Contractor**

- a) **SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)** - The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements
- OR**
- b) **SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)** - The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

#### 7.17 Insurance Requirements

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

#### 7.18 Limitation of Liability - Information Management/Information Technology

7.18.1 This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the



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

#### 7.18.2 First Party Liability

- 7.18.2.1 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:
- 7.18.2.1.1 any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
  - 7.18.2.1.2 physical injury, including death.
- 7.18.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- 7.18.2.3 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.
- 7.18.2.4 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 7.18.2.1 above.
- 7.18.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
- 7.18.2.5.1 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
  - 7.18.2.5.2 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 7.18.2.5.2 of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.
  - 7.18.2.5.3 In any case, the total liability of the Contractor under subparagraph 7.18.2.5 will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.
- 7.18.2.6 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

#### 7.18.3 Third Party Claims



- 7.18.3.1 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.
- 7.18.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article 3.1, 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.
- 7.18.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 3.

#### 7.19 Joint Venture Contractor

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

- 7.19.1 The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members:
- 7.19.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- 7.19.2.1 \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- 7.19.2.2 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
- 7.19.2.3 all payments made by Canada to the representative member will act as a release by all the members.
- 7.19.3 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.
- 7.19.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- 7.19.5 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.
- 7.19.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.



## **7.20 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.

## **7.21 Termination for Convenience**

7.21.1 With respect to Section 30 of General Conditions 2035, if applicable, or Section 32 of 2030, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

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

## **7.22 Transition Services at End of Contract Period**

The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

## **7.23 Communications**

Except for information that the Contractor is required to make available under securities legislation or regulations, the Contractor must obtain the Contracting Authority's approval prior to releasing any public statement or announcement related to the award of the Contract. At the Contracting Authority's request, the Contractor must provide a draft of the announcement for review and approval.

## **7.24 Ownership of Canada's Data**

All data, information or material that Canada input, upload or submit to, or process using the Services ("Canada's Data") belongs to Canada. Canada grants the Contractor, its employees and



subcontractors the right to use any rights in Canada's Data only to the extent needed to deliver the Service. Canada does not grant any other rights in Canada's Data to the Contractor.

#### **7.25 Contractor's Use of Canada's Data**

- 7.25.1 In providing the Service, the Contractor's tools and systems used to provide the Services will generate, process and store Canada's Data. The Parties agree that, when requested to provide Services to Canada, the Contractor may require access to Canada's Data.
- 7.25.2 The Contractor agrees that, under any other circumstance than those mentioned in 7.25.1, the Contractor is strictly prohibited from accessing Canada's Data, or permitting any third party (including a foreign government) to access Canada's Data, unless the Contractor has received written consent of the Contracting Authority or are required by law.
- 7.25.3 Canada agrees that it is solely responsible for the accuracy of the data it inputs into the Services and for intellectual property ownership or right to use all of Canada's Data.

#### **7.26 Data Privacy and Information Security**

- 7.26.1 Throughout the Contract Period, the Contractor must implement and follow processes and controls that preserve the integrity, confidentiality and accuracy of all information and data and metadata, irrespective of format. This applies to all information, data and metadata in the Contractor's possession or under its care or control if the information, data or metadata is generated by, acquired pursuant to, or arises in any other way out of the Contractor's responsibilities and obligations under the Contract. The Contractor acknowledges that this is required in order to ensure that Canada can rely on the information, data and metadata and so that Canada can meet its own legal obligations, including statutory obligations. This is also required to ensure the information, data and metadata can be used as persuasive evidence in a court of law.
- 7.26.2 The Contractor agrees to assist Canada, to the full extent it is permitted by law, in responding to access to information requests, investigating complaints, investigating regulatory or criminal matters and prosecutions related to the Services provided under the Contract. In the event Canada needs to conduct a security audits/inspections and/or review any additional information (e.g., documentation, data protection description, data architecture and security descriptions), both Parties agree to negotiate a solution in good faith and consider both the rationale for Canada's request and the Contractor's processes and protocols.

#### **7.27 Loss of Data**

- 7.27.1 The Contractor agrees to notify Canada when either a breach of the Service's security or incident has occurred, or when the Contractor believes that a breach of the Service's security is imminent, regardless of whether:
- a) The breach has an adverse impact on Canada's Data; or
  - b) The breach has an adverse impact on the Contractor's obligations and Service Level Commitments.
- 7.27.2 If Canada's Data is lost or damaged as a result of a breach of the Service's security, the Contractor will:
- a) assist Canada in restoring Canada's Data to the Services from the last available backup copy in compatible format;
  - b) investigate and report the data breaches; and
  - c) inform Canada of the actions it is taking or will take to reduce the risk of further loss to Canada.



## **7.28 Representations and Warranties**

- 7.28.1 The Contractor made statements regarding its 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.
- 7.28.2 Both Parties represent and warrant that they have the legal power and authority to enter into this Contract.

## **7.29 Dispute Resolution**

- 7.29.1 If a dispute arises out of, or in connection with this Contract, the parties agree to meet to pursue resolution through negotiation or other dispute resolution process acceptable to both parties, before resorting to litigation.
- 7.29.2 The parties agree that any information exchanged during this meeting or any subsequent dispute resolution process, will be regarded as "without prejudice" communications for the purpose of settlement negotiations and will be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable will not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.
- 7.29.3 This Dispute Resolution clause will not affect any of Canada's rights of cancellation or termination contained in this Contract.

## **7.30 Retrieval of Canada's Data at Termination**

At all times during the Contract Period, Canada must have the ability to access and extract Canada's Data stored in the Service. Upon termination of the entire Contract, the Contractor must retain Canada's Data stored in the Services for a minimum of 60 calendar days and provide Canada with a limited function account, similar to the GC master account that provides Canada the ability to extract its data during that period. After the retention period ends, the Contractor may disable Canada's account.

## **7.31 On-going Supply Chain Integrity Process**

### **7.31.1 Supply Chain Integrity Process**

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

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



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

#### 7.31.2 Assessment of New SCSI

During the Contract Period, the Contractor may need to modify the SCSI information contained in Annex D. In that regard:

- 7.31.2.1 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.
- 7.31.2.2 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.
- 7.31.2.3 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.
- 7.31.2.4 Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSI.

#### 7.31.3 Addressing Security Concerns

- 7.31.3.1 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.
- 7.31.3.2 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:
  - 7.31.3.3 provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
  - 7.31.3.4 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
  - 7.31.3.5 Implement the mitigation plan approved by Canada.



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

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

#### 7.31.4 Cost Implications

- 7.31.4.1 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.



- 7.31.4.2 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.
- 7.31.4.3 Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada's requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

#### 7.31.5 General

- 7.31.5.1 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.
- 7.31.5.2 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.
- 7.31.5.3 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.
- 7.31.5.4 If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 8(3).
- 7.31.5.5 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.

#### 7.32 **Subcontracting**

- 7.32.1 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.
- 7.32.1.1 the name of the subcontractor;
- 7.32.1.2 the portion of the Work to be performed by the subcontractor;
- 7.32.1.3 the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;



- 7.32.1.4 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;
  - 7.32.1.5 completed sub-SRCL signed by the Contractor's Company Security Officer for CISD completion; and
  - 7.32.1.6 any other information required by the Contracting Authority.
- 7.32.2 For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

### 7.33 Change of Control

- 7.33.1 At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
- 7.33.1.1 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:
    - 7.33.1.1.1 they are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;
    - 7.33.1.1.2 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
    - 7.33.1.1.3 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.
  - 7.33.1.2 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;
  - 7.33.1.3 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
  - 7.33.1.4 any other information related to ownership and control that may be requested by Canada.
- If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions – Higher Complexity – Services), provided the information has been marked as either confidential or proprietary.
- 7.33.2 The Contractor must notify the Contracting Authority in writing of:
- 7.33.2.1 any change of control in the Contractor itself;
  - 7.33.2.2 any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and



- 7.33.2.3 any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).
- The Contractor must provide this notice by no later than 10 FGWDs after any change of control takes place (or, in the case of a subcontractor, within 15 FGWDs after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.
- 7.33.3 In this Article, a “change of control” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture’s corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.
- 7.33.4 If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- 7.33.5 If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada’s determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.
- 7.33.6 In this Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- 7.33.7 Despite the foregoing, Canada’s right to terminate on a “no-fault” basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.



## ANNEX A – STATEMENT OF WORK

**Note:** Annex A is provided as a separate attachment.



## **ANNEX B – BASIS OF PAYMENT**

Note: Annex B will be inserted at Contract Award.



ANNEX C – SECURITY REQUIREMENTS CHECK LIST

Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: 147860
Security Classification / Classification de sécurité: unclassified

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

Form containing questions 1 through 7 regarding contract information, access requirements, and security levels. Includes checkboxes for 'Yes/No' and 'Oui/Non'.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité: unclassified





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

147860

Security Classification / Classification de sécurité

Unclassified

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? ... [X] No [ ] Yes

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? ... [X] No [ ] Yes

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

- RELIABILITY STATUS COTE DE FIABILITE [X]
TOP SECRET- SIGINT TRÈS SECRET - SIGINT [ ]
SITE ACCESS ACCÈS AUX EMPLACEMENTS [ ]
CONFIDENTIAL CONFIDENTIEL [ ]
NATO CONFIDENTIAL NATO CONFIDENTIEL [ ]
SECRET SECRET [ ]
NATO SECRET NATO SECRET [ ]
TOP SECRET TRÈS SECRET [ ]
COSMIC TOP SECRET COSMIC TRÈS SECRET [ ]

Special comments: Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work? ... [ ] No [X] Yes
If Yes, will unscreened personnel be escorted? ... [ ] No [X] Yes

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? ... [ ] No [X] Yes

11. b) Will the supplier be required to safeguard COMSEC information or assets? ... [X] No [ ] Yes

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? ... [X] No [ ] Yes

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? ... [ ] No [X] Yes

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? ... [X] No [ ] Yes

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Unclassified





Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>147860</b>
Security Classification / Classification de sécurité <b>unclassified</b>

**PART C - (continued) / PARTIE C - (suite)**

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production	✓															
IT Media / Support TI / IT Link / Lien électronique		✓														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

147860

Security Classification / Classification de sécurité

Unclassified

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Line Patry		Director	<i>Line Patry</i>
Telephone No. - N° de téléphone 613-437-7579	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Line.Patry@cic.gc.ca	Date April 23, 2018
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
<i>Nigel Charles</i>		<i>Security Officer</i>	<i>Nigel Charles</i>
Telephone No. - N° de téléphone 613-437-7877	Facsimile No. - N° de télécopieur 613-954-9477	E-mail address - Adresse courriel nigel.charles@cic.gc.ca	Date 26 April 2018
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes / <input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Unclassified

Canada



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## Appendix A to ANNEX C – SECURITY REQUIREMENTS CHECK LIST (SRCL)

The Foreign recipient **Contractor / Subcontractor** must perform a security screening of all its personnel who will need access to **CANADA PROTECTED A** information/assets:

**a) Identity Check:**

- i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo
- ii. Surname (last name)
- iii. Full given names (first name) – underline or circle usual name used
- iv. Family name at birth
- v. All other names used (aliases)
- vi. Name changes
  1. Must include the name they changed from and the name they changed to, the place of change and the institution changed through
- vii. Sex
- viii. Date of birth
- ix. Place of birth (city, province/state/region, and country)
- x. Citizenship(s)
- xi. Marital status/common-law partnership
  1. Current status (married, common-law, separated, widowed, divorced, single)
  2. All current spouses (if applicable)
    - a. Surname (last name)
    - b. Full given names (first name) – underline or circle usual name used
    - c. Date and duration of marriage/common-law partnership
    - d. Date of birth
    - e. Family name at birth
    - f. Place of birth (city, province/state/region, and country)
    - g. Citizenship(s)

**b) Residency Check:**

- i. The last five (5) years of residency history starting from most recent with no gaps in time. Indicate if the person has resided in another country within the last five (5) years.
  1. Apartment number, street number, street name, city, province or state, postal code or zip code, country, from-to dates.

**c) Educational check:**

- i. The educational establishments attended and the corresponding dates.

**d) Employment History Check:**

- i. The last five (5) years of employment history starting from most recent with no gaps in time.

**e) Criminal Record Check:**

- i. Proof of criminal record check report, using fingerprint verification with favourable results for each country the person has resided in during the last five (5) years.

**f) Credit check:**

- i. Credit check report conducted as part of employment screenings.



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**ANNEX D – CONTRACTOR’S SUPPLY CHAIN SECURITY INFORMATION**

**Note: Annex D will be inserted at Contract Award.**



**ATTACHMENT 3.1 – BIDDER’S SUBMISSION FORM**

RFP No. 18-69092 BID SUBMISSION FORM	
<b>Bidder’s full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder’s Procurement Business Number (PBN)</b> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Federal Contractors Program for Employment Equity Certification</b>  <i>Please see the section of SSC’s Standard Instructions entitled “Federal Contractors Program for Employment Equity” for more information.</i>  <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.



RFP No. 18-69092 BID SUBMISSION FORM		
Bidder's Proposed Site or Premises Requiring Safeguard Measures and document safeguarding security level.	Street Address with Unit/Apartment, if applicable	
	City	
	Province/Territory/State	
	Postal Code/Zip Code	
	Country	
Security Clearance Level of Bidder  <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>	Clearance Level	
	Date Granted	
	Issuing Entity (PWGSC, RCMP, etc.)	
	Legal name of entity to which clearance issued	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its products and services are able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>		
<b>Signature of Authorized Representative of Bidder</b>		



**ATTACHMENT 3.2 – INTEGRITY CHECK FORM**

<b>Complete Legal Name of the Bidder</b>	
<b>Bidder's Address</b>	
<b>Bidder's Procurement Business Number (PBN)</b>	
<b>Board of Directors</b> Please use the format - first name last name. Please add additional lines for directors as required.	
<b>1. Director</b>	
<b>2. Director</b>	
<b>3. Director</b>	
<b>4. Director</b>	
<b>5. Director</b>	
<b>6. Director</b>	
<b>7. Director</b>	
<b>8. Director</b>	
<b>9. Director</b>	
<b>10. Director</b>	



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**ATTACHMENT 3.3 – SCI SUBMISSION FORM**

**Note:** Attachment 3.3 is provided as a separate attachment.



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### ATTACHMENT 3.4 – SCI SCOPE DIAGRAM

**Note:** Attachment 3.4 is provided as a separate attachment.



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## ATTACHMENT 4.1 – TECHNICAL EVALUATION

**Note:** Attachment 4.1 is provided as a separate attachment.



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## ATTACHMENT 4.2 – FINANCIAL EVALUATION

**Note:** Attachment 4.2 is provided as a separate attachment.



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**ATTACHMENT 4.3 – PROOF OF PROPOSAL EVALUATION**

**Note:** Attachment 4.3 is provided as a separate attachment.



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**ATTACHMENT 5.1 –SOFTWARE PUBLISHER CERTIFICATION FORM**

**(to be used where the Bidder itself is the Software Publisher)**

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

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*[bidders should add or remove lines as needed]*



## ATTACHMENT 5.2 – SOFTWARE PUBLISHER AUTHORIZATION FORM

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

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

This authorization applies to the following software products:

\_\_\_\_\_  
\_\_\_\_\_

*[bidders should add or remove lines as needed]*

Name of Software Publisher (SP)	_____
Signature of authorized signatory of SP	_____
Print Name of authorized signatory of SP	_____
Print Title of authorized signatory of SP	_____
Address for authorized signatory of SP	_____
Telephone no. for authorized signatory of SP	_____
Fax no. for authorized signatory of SP	_____
Date signed	_____
Solicitation Number	_____
Name of Bidder	_____