



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

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

**11 Laurier St. / 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Quebec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Email Integration tool	
<b>Solicitation No. - N° de l'invitation</b> 19308-170081/B	<b>Date</b> 2018-07-27
<b>Client Reference No. - N° de référence du client</b> 19308-170081	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EEM-054-33717	
<b>File No. - N° de dossier</b> 054eem.19308-170081	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-09-06</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fall, Moctar	<b>Buyer Id - Id de l'acheteur</b> 054eem
<b>Telephone No. - N° de téléphone</b> (873) 469-4642 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF JUSTICE CANADA 275 SPARKS ST SAT 11072 CANDICE MACLENNAN (343)998-1644 candy.maclennan@justice.gc.ca OTTAWA Ontario K1A0H8 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Mainframe & Business Software Procurement Division /  
Div des achats des ordi principaux et des logiciels de gestion  
Terrasses de la Chaudière  
4th Floor, 10 Wellington Street  
4th etage, 10, rue Wellington  
Gatineau  
Quebec  
K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**BID SOLICITATION**

**EMAIL INTEGRATION TOOL**

**FOR**

**DEPARTMENT OF JUSTICE CANADA**

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- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Supply Chain Integrity Process
- Annex D List of Participating Canadian Government Departments, Agencies, Departmental and Crown Corporations (clients)

**Forms:**

- Form 1 - Bid Submission Form
- Form 2 - Substantiation of Technical Compliance Form
- Form 3 - OEM Certification Form
- Form 4 - Software Publisher Certification Form
- Form 5 - Software Publisher Authorization Form
- Form 6 - Electronic Payment Instruments
- Form 7 - SCSI Submission Form

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# BID SOLICITATION

## EMAIL INTEGRATION TOOL

### FOR

## DEPARTMENT OF JUSTICE CANADA

### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

The bid solicitation is divided into six parts plus annexes, as follows:

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

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

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

*This bid solicitation contains a security requirement in relation to the supply chain of the Bidders to provide this information to Canada, see Section 3.5 of Part 3 - Bid Preparation Instructions for additional information on the integrity assessment of bidders' supply chain security information.*

#### 1.2 Summary

- (a) This bid solicitation cancels and supersedes previous solicitation number 19308-170081/A dated April 17, 2018.

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- (b) This bid solicitation is being issued to satisfy the requirement of the Department of Justice Canada (the "Client") to acquire perpetual licenses for an Email Integration Tool ("EIT"; the "Solution"; the "Licensed Software") that will facilitate the transfer of emails (including attachments and metadata between Microsoft Outlook and Microsoft SharePoint. The Solution will also enable the Client to interact with Microsoft SharePoint through Microsoft Outlook. The Solution must work, be complete and function in accordance with the technical specifications outlined in the resulting contract and Statement of Work and can be maintained and extended to accommodate possible future Information Technology architectures (e.g. Hosted Solutions, platforms and/or infrastructures) and design trends. It is intended to result in the award of a contract for 1 year, plus 4 one-year irrevocable options allowing Canada to extend the term of the contract.
- (c) The Client is the Department of Justice Canada.
- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) if it is in force, and the Canadian Free Trade Agreement (CFTA).
- (e) The national security exceptions provided for in the trade agreements have been invoked; therefore this procurement is excluded from all of the obligations of the trade agreements.
- (f) This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation for bid submission. Bidders must refer to Part 2 of the bid solicitation entitled Instructions to bidders for further 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 from receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (d) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
  - (i) Delete: 60 days
  - (ii) Insert: 120 days
- (e) The 2003 standard instructions is amended as follows:
  - (i) Section 5, entitled Submission of bids, is amended as follows:
    - (A) subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
    - (B) subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
    - (C) subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
  - (ii) Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
  - (iii) Section 07, entitled Delayed bids, is amended as follows:

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- (A) Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- (iv) Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:
- "Transmission by facsimile or by epost Connect
1. Facsimile
    - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
    - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
      - i. receipt of garbled or incomplete bid;
      - ii. availability or condition of the receiving facsimile equipment;
      - iii. incompatibility between the sending and receiving equipment;
      - iv. delay in transmission or receipt of the bid;
      - v. failure of the Bidder to properly identify the bid;
      - vi. illegibility of the bid; or
      - vii. security of bid data.
    - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.
  2. ePost Connect
    - a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
    - b. To submit a bid using epost Connect service, the Bidder must either:
      - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
      - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an

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epost Connect conversation received after that time may not be answered.

- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: TPSPGC.DGAreceptiondessaoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca. The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
  - i. receipt of a garbled or incomplete bid;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled "Submission of bids."

## 2.2 Submission of Bids

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

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### 2.3 Enquiries - Bid Solicitation

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

### 2.4 Applicable Laws

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

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

### 2.5 Improvement of Requirement During Solicitation Period

Should 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.

### 2.6 Non-Disclosure Agreement

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The bid must be gathered per section and separated as follows:

- (i) Section I: Technical Bid
- (ii) Section II: Financial Bid
- (iii) Section III: Certifications
- (iv) Section IV: Supply Chain Integrity Process

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

- (b) If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- (i) Section I: Technical Bid (2 hard copies and 2 soft copies on USB key)
- (ii) Section II: Financial Bid (2 hard copies and 2 soft copies on USB key)
- (iii) Section III: Certifications (2 hard copies and 2 soft copies on USB key)
- (iv) Section IV: Supply Chain Integrity Process (2 hard copies and 2 soft copies on USB key)

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

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

- (c) Canada requests that Bidders follow the format instructions described below in the preparation of their hard copy bid:

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

- (d) **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

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considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
  - (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.
- (e) **Submission of Multiple Bids:**
- (i) A Bidder, including related entities, will be permitted to participate in the submission of:
    - (A) one bid by the Bidder on its own and one bid from a related entity to the Bidder submitted in a joint venture that includes at least one party that is not related to the Bidder;
    - (B) two bids submitted in joint venture, each of which contains one or more related entities, where at least one of the joint ventures includes at least one party that is not a related entity to the Bidder; or
    - (C) two bids, each of which is from the Bidder and a related entity to the Bidder on its own.
  - (ii) The submission of multiple bids, except as set out in (i), is not permitted in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (not in accordance with (i)), Canada will choose in its discretion which bid to consider. If multiple bids are submitted, each bid must be a physically separate document, clearly marked as a separate bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid must be complete.
  - (iii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:
    - (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
    - (B) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
    - (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
    - (D) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

### 3.2 Section I: Technical Bid

- (a) In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders

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should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

(b) The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

(c) The technical bid consists of the following:

(i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form 1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

(ii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder and its proposed Solution with the specific articles of Annex A (Statement of Work) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

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

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

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

Sample Question to Customer Reference: "Has [the Bidder] provided your organization with the [proposed Solution] implemented in production use for a minimum of 1,000 seats for a period lasting at least 2 years?"

\_\_\_\_\_ Yes, the Bidder has provided my organization with the Solution described above.

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\_\_\_\_ No, the Bidder has not provided my organization with the Solution described above.

\_\_\_\_ I am unwilling or unable to provide any information about the Solution described above.

- (C) For each customer reference, the Bidder should, at a minimum, provide the name and e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

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

- (iv) **List of proposed software components that will form part of the Solution:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Solution.

### 3.3 Section II: Financial Bid

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

- (b) **Electronic Payment of Invoices – Bid:**

If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete Form 6 Electronic Payment Instruments, to identify which ones are accepted.

If Form 6 Electronic Payment instruments is not completed, then it is assumed that Electronic Payment Instruments will not be accepted for payment of invoices by the Bidder.

Acceptance of Electronic Payment Instruments will not be considered as an item of evaluation.

- (c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (e) **Exchange Rate Fluctuation**
- (i) C3011T (2013-06-11), Exchange Rate Fluctuation

### 3.4 Section III: Certifications

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It is a requirement that bidders submit the certifications and additional information required under Part 5.

### **3.5 Section IV: Supply Chain Integrity Process**

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

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (d) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - (A) verify any or all information provided by the Bidder in its bid; or
    - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Technical Evaluation

- (a) **Mandatory Technical Criteria:**
  - (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
  - (ii) Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.
  - (iii) The mandatory technical criteria are described in Annex A.

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(b) **Point-Rated Technical Criteria:**

- (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria are described in Annex A.

(c) **Reference Checks:**

- (i) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on within a 48-hour period using the e-mail address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.
- (ii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- (iii) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (iv) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- (v) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders who have not, at that point, been found non-responsive.

(d) **Proof of Proposal Test for Top-Ranked Bid:**

- (i) Through the Proof of Proposal (PoP) test, Canada may test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex A. The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in Annex A, or the PoP test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in Annex A (it is within the Contracting Authority's sole discretion to

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determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoP test.

- (ii) After being notified by the Contracting Authority, the Bidder will be given a maximum of 7 working days to start the installation of the proposed solution. The installation must be completed and functional within 5 working days of the Bidder starting the installation (7.5 hrs/day during normal working hours, to be determined by the Contracting Authority). Canada will then conduct the PoP test. Up to 3 representatives of the Bidder may be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within 10 working days.
- (iii) Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. If the Bidder's score is reduced as a result of the PoP test, Canada will reassess the ranking of all bidders.
- (iv) In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.
- (v) If, during the initial installation of the software for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

#### 4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.
- (b) For evaluation purposes, the Total Evaluated Price will be calculated as follows:

The unit price for Item 1 in Table 1 of Annex B multiplied by a quantity of 500; plus  
The unit price for Item 2 in Table 1 of Annex B multiplied by a quantity of 500; plus  
The unit price for Item 3 in Table 1 of Annex B multiplied by a quantity of 2; plus

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The unit price of "Option Year 1" for Item 1 in Table 2 of Annex B multiplied by a quantity of 1,300; plus  
The unit price of "Option Year 2" for Item 1 in Table 2 of Annex B multiplied by a quantity of 1,300; plus  
The unit price of "Option Year 3" for Item 1 in Table 2 of Annex B multiplied by a quantity of 1,300; plus  
The unit price of "Option Year 4" for Item 1 in Table 2 of Annex B multiplied by a quantity of 1,300; plus  
The unit price of "Option Year 1" for Item 2 in Table 2 of Annex B multiplied by a quantity of 1,800; plus  
The unit price of "Option Year 2" for Item 2 in Table 2 of Annex B multiplied by a quantity of 3,100; plus  
The unit price of "Option Year 3" for Item 2 in Table 2 of Annex B multiplied by a quantity of 4,400; plus  
The unit price of "Option Year 4" for Item 2 in Table 2 of Annex B multiplied by a quantity of 5,700.

- (c) The estimated quantities provided herein is for the sole purpose of establishing an evaluation tool and are based on best estimates. They may not reflect actual quantities and do not represent any commitment on the part of Canada.
- (d) **Formulae in Pricing Tables:** If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a Bidder.
- (e) **Evaluation of Price**
  - (i) SACC Manual Clause A0222T (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

#### 4.4 Basis of Selection

- (a) To be declared responsive, a bid must:
  - (i) comply with all the requirements of the bid solicitation; and
  - (ii) meet all mandatory criteria; and
  - (iii) obtain the required minimum of 328 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 655 points.
- (b) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.
- (c) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- (d) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- (e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated Total Bid Price and the ratio of 30%.
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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- (g) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Total Bid Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115 \div 135 \times 70 = 59.63$	$89 \div 135 \times 70 = 46.15$	$92 \div 135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45 \div 55 \times 30 = 24.55$	$45 \div 50 \times 30 = 27.00$	$45 \div 45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

- (h) Bidders should note that all contract awards are subject to Canada’s internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada’s internal policies. If approval is not granted, no contract will be awarded.
- (i) If more than one bidder is ranked first because of identical overall scores, the bidder with the lowest Total Bid Price will be recommended for award of a contract.

#### 4.5 Supply Chain Integrity Process

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

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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with Bid

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

#### (a) Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>) to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### (a) Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the *Ineligibility and Suspension Policy* (<http://tps-gc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### (b) 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.

#### (c) Software Publisher Certification and Software Publisher Authorization

- (i) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher

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

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

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## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) granting the license to use the Licensed Software described in the Contract;
  - (ii) providing the Software Documentation;
  - (iii) providing maintenance and support for the Licensed Software during the Software Support Period;
  - (iv) providing training, as and when requested by Canada,
- to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** The initial Client is Justice Canada. However, the Contracting Authority can add additional Clients from time to time, which may include any department or Crown corporation as described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a "**deliverable**" or "**deliverables**" includes the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

### 6.2 Optional Goods and/or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annexes A and B of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by

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the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

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

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

(a) **General Conditions:**

- (i) 2030 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

### 6.4 Security Requirement

There is no security requirement applicable to the Contract.

### 6.5 Contract Period

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

- (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 1 year later; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

(b) **Option to Extend the Contract:**

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

### 6.6 Delivery Dates

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All the deliverables must be received in accordance with the dates identified in the Contract as applicable and at the delivery location identify in Annex D

**6.7 Authorities**

(a) **Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: \_\_\_\_\_  
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.

(b) **Technical Authority**

The Technical Authority for each client department for the Contract are identify under Annex D.

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

(c) **Client Administrative Contact**

The client Administrative Contact for each client department for the contract are identified under Annex D.

The Client Administrative Contact must receive a copy of the Invoice. All inquiries for request for payment must be made to the Client Procurement Authority.

(d) **Supply Chain Security Authority**

The Supply Chain Security Authority for the Contract is:

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

The Supply Chain Security Authority is the Shared Services Canada (SSC) representative and is responsible for all matters concerning the ongoing Supply Chain Integrity Process

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under the Contract. Neither the Contracting Authority nor the Technical Authority have any authority to advise or authorize any information in relation to the Supply Chain Integrity Process. All other security-related matters remain the responsibility of the Contracting Authority.

(e) **Contractor's Representative**

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

**6.8 Ongoing Supply Chain Integrity Assessment**

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

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

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

(b) **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI contained in Annex C- Supply Chain Integrity Process. In that regard:

- (i) an IT Product List; The Contractor, starting at contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the Supply Chain Security Authority in writing that the existing list is unchanged. Changes made to the IT Product List must be accompanied with revised Network Diagram(s) when applicable.
- (ii) The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Supply Chain Security Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.

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- (iii) Canada reserves the right to conduct a complete, independent security assessment of all new SCSl. The Contractor must, if requested by the Supply Chain Security Authority, provide any information that Canada requires to perform its assessment.
  - (iv) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSl.
- (c) **Identification of New Security Vulnerabilities in SCSl already assessed by Canada:**
- (i) The Contractor must provide to the Supply Chain Security Authority timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.
  - (ii) The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSl that have already been the subject of an SCSl assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.
- (d) **Addressing Security Concerns:**
- (i) If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Supply Chain Security Authority.
  - (ii) At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
    - (A) provide Canada with any further information requested by the Supply Chain Security Authority so that Canada may perform a complete assessment;
    - (B) if requested by the Supply Chain Security Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Supply Chain Security Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
    - (C) implement the mitigation plan approved by Canada.
- This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.
- (iii) Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Supply Chain Security Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that

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have already been deployed, the Contractor must identify and/or remove (as required by the Supply Chain Security Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Supply Chain Security Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

**(e) Cost Implications:**

- (i) Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment, However, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
  - (A) with respect to Products already assessed without security concerns by Canada pursuant to an SCI assessment, evidence from the Contractor of how long it has owned the Product;
  - (B) with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
  - (C) evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
  - (D) the normal useful life of the Product;
  - (E) any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
  - (F) the normal useful life of the proposed replacement Product;
  - (G) the time remaining in the Contract Period;
  - (H) whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
  - (I) whether or not the Product being replaced can be redeployed to other customers;
  - (J) any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
  - (K) any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and

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- (L) the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- (ii) Additionally, if requested by the Supply Chain Security Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Supply Chain Security Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Supply Chain Security Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.
- (iii) Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada's requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.
- (f) **General:**
- (i) The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.
- (ii) The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.
- (iii) Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.
- (iv) If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2030 09(3).
- (v) Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.
- (g) **Subcontracting:**

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- (i) Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Supply Chain Security Authority has first consented in writing. In order to seek the Supply Chain Security Authority’s consent, the Contractor must provide the following information:
    - (A) the name of the subcontractor;
    - (B) the portion of the Work to be performed by the subcontractor;
    - (C) the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
    - (D) the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada’s facilities;
    - (E) completed sub-SRCL signed by the Contractor’s Company Security Officer for CISD completion; and
    - (F) any other information required by the Supply Chain Security Authority.
  - (ii) For the purposes of this Article, a “subcontractor” does not include a supplier who deals with the Contractor at arm’s length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.
- (h) **Change of Control:**
- (i) At any time during the Contract Period, if requested by the Supply Chain Security Authority, the Contractor must provide to Canada:
    - (A) an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
      - (I) they are “related persons” or “affiliated persons” according to the Canada Income Tax Act;
      - (II) the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
      - (III) the entities otherwise do not deal with one another at arm’s length, or each of them does not deal at arm’s length with the same third party.
    - (B) a list of all the Contractor’s shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation’s shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;
    - (C) a list of all the Contractor’s directors and officers, together with each individual’s home address, date of birth, birthplace and citizenship(s); if the Contractor is a

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subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and

- (D) any other information related to ownership and control that may be requested by Canada.

If requested by the Supply Chain Security Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Supply Chain Security Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 23(3) of General Conditions 2030 (General Conditions – Higher Complexity – Goods), provided the information has been marked as either confidential or proprietary.

- (ii) The Contractor must notify the Supply Chain Security Authority and the Supply Chain Security Authority in writing of:
  - (A) any change of control in the Contractor itself;
  - (B) any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
  - (C) any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

The Contractor must provide this notice by no later than 10 FGWDs after any change of control takes place (or, in the case of a subcontractor, within 15 FGWDs after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.

- (iii) In this Article, a “change of control” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture’s corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.
- (iv) If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 calendar days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- (v) If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those

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reasons could itself be injurious to national security. The Contractor must, within 90 calendar days of receiving Canada's determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 180 calendar days of receiving the original notice from the Contractor regarding the change of control.

- (vi) In this Article, termination on a "no-fault" basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- (vii) Despite the foregoing, Canada's right to terminate on a "no-fault" basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.

## 6.9 Payment

### (a) Basis of Payment

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

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(vi) **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.

(vii) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

(b) **Limitation of Price**

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

(c) **Method of Payment - Licensed Software, Optional Additional Software Licenses, and Training**

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

(d) **Method of Payment - Maintenance and Support for Licensed Software and Optional Software Support**

(i) Canada will make the advance payment to the Contractor for Software Maintenance and Support within 30 days after receiving a complete invoice (and any required substantiating documentation), or within 30 days of any date specified in the Contract for making that advance payment, whichever is later.

(ii) If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

(iii) The Contractor acknowledges that this is an advance payment and that, despite anything to the contrary in the Contract, Canada will perform acceptance procedures for the services only after the services have been performed, regardless of whether the payment has already been made. The Contractor agrees that any advance payments authorized and paid under the terms of the Contract are not considered acceptance of the services for which the payment is made. Also, payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

(e) **SACC Manual Clauses**

(i) SACC Manual Clause C2000C (2007-11-30), Taxes - Foreign-based Contractor

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(f) **Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- (a) Visa Acquisition Card;
- (b) MasterCard Acquisition Card;
- (c) Direct Deposit (Domestic and International);
- (d) Electronic Data Interchange (EDI);
- (e) Wire Transfer (International Only);
- (f) Large Value Transfer System (LVTS) (Over \$25M)

**6.10 Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions and to the proper client as per Annex D.
- (b) The Contractor must reference in the invoice, as per Annex D, the Client Department and the Client's requisition number.
- (c) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (d) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (e) 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.

**6.11 Certifications and Additional Information**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute a default of the Contractor's obligations under the Contract. Certifications are subject to verification by Canada during the entire period of the Contract.

**6.12 Applicable Laws**

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

**6.13 Priority of Documents**

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

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:

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- (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- (c) general conditions 2030 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C Supply Chain Integrity
- (g) Annex D List of Participating Canadian Government Department, Agencies, Departmental and crown Corporations
- (h) the Contractor's bid dated \_\_\_\_\_, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

#### 6.14 Foreign Nationals (Canadian Contractor)

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

**Note to Bidders:** *Either this clause or the one that follows, whichever applies (based on whether the successful Bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract*

#### 6.15 Foreign Nationals (Foreign Contractor)

- (a) SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

#### 6.16 Insurance Requirements

- (a) SACC Manual clause G1005C (2016-01-28) Insurance Requirements - No Specific Requirement

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

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
  - (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

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- (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
- (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1M.

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

- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- (c) **Third Party Claims:**
  - (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

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- (ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

#### 6.18 Joint Venture Contractor

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

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

#### 6.19 Licensed Software

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

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Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products:  _____
Type of License being Granted	User License
Number of Users Licensed	500
Option to Purchase Licenses for Additional Users	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Annex B on the same terms and conditions as the initial User licenses granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Language of Licensed Software	The Licensed Software must be delivered in both French and English.
Delivery Location	Ottawa, Ontario
Media on which Licensed Software must be Delivered	CD-ROM or Internet Download
Software Warranty Period	12 months
Source Code Escrow Required	No

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

## 6.20 Licensed Software Maintenance and Support

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

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Software Support Period	The Software Support Period is the Contract Period.
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licences supported under the Contract.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 4 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Contractor must provide On-site Support Services	No
Contractor must provide Swift Action Tactical (SWAT) services	No
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access:  _____ Toll-free Fax Access:  _____ Email Access:  _____ The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p><i>[Note to Bidders: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids]</i></p>

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

### 6.21 Training and Training Materials

- (a) The Contractor must provide two "Train-the-Trainer" sessions within 3 weeks of the date of Contract Award, or later at Canada's discretion. All training, including both the instruction and the training materials, must reflect the then current production environment version of the Licensed Software and encompass the full scope of product functionality as per Annex A.

### 6.22 Use and Translation of Written Material

- (a) Unless provided otherwise in the Contract, copyright in any written material used, produced or delivered under the Contract belongs to its author or rightful owner. Canada has the right to use, copy and disclose, for government purposes, the written material related to the Work that is delivered to Canada.
- (b) If the Contract does not require the delivery of any written material in both of Canada's official languages, Canada may translate the written material into the other official language. The Contractor acknowledges that Canada owns the rights on the translation and that Canada is under no obligation to provide the translation to the Contractor. Canada agrees that any translation must include any copyright and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

### 6.23 Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

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#### 6.24 Termination for Convenience

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.

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## ANNEX A

### STATEMENT OF WORK

#### 1. TITLE

Email Integration Tool (EIT)

#### 2. OBJECTIVE

The Department of Justice is seeking to acquire perpetual licenses to an Email Integration Tool (“EIT”; the “Solution”; the “Licensed Software”) that will facilitate the transfer of email (including attachments and metadata) from Microsoft Outlook to Microsoft SharePoint. The Solution will also enable the Client to interact with Microsoft SharePoint through Microsoft Outlook.

The tool must work, be complete and function in accordance with the technical specifications outlined in the resulting contract and this Statement of Work and can be maintained and extended to accommodate possible future Information Technology architectures (e.g., Hosted Software Services, platforms and/or infrastructures) and design trends.

#### 3. BACKGROUND

The Department of Justice (Justice) works to ensure that Canada's justice system is as fair, accessible and efficient as possible. The Department helps the federal government to develop policy and to draft and reform laws as needed. At the same time, it acts as the government's legal adviser, providing legal counsel and support, and representing the Government of Canada in court.

The Department provides these services from its Headquarters in Ottawa, from its 17 regional offices and sub-offices located coast to coast to coast, and from Legal Services Units situated in 29 of the 43 other federal departments and agencies for which the department provides services. The Department has approximately 4700 employees of which roughly half are lawyers, the other half includes experts in fields such as research, the social sciences and communications, as well as paralegals and support staff. Justice is supported in the delivery of its services by temporary staff, by consultants and by employees of client departments who deliver services from their department’s Legal Service Unit (DLSU). This represents a population of approximately 1,000 additional users.

Email is a vital tool for Justice employees, its contractors and for DLSU staff, regardless of the field or location in which they are employed. Each relies on email to ensure the efficient and effective delivery of services, both internally and externally. Each also has a responsibility to ensure that email messages are managed consistently to meet business needs; to comply with applicable laws, policies and directives; to facilitate decision-making, transparency, and accountability; and to ensure proper email retention and disposition. Moving email from “personal” repositories to repositories in which it can more effectively be managed and leveraged is an important step in this process.

In FY 2015-16, the Department implemented a Digital Workspace comprised of a collaboration platform built on SharePoint 2013, integrated with the GC-standard Electronic Document and Records Management System, GCDocs (Open Text Content Server) for lifecycle management of its information resources of business value.

#### 4. SCOPE

This scope of work includes:

- a. granting an initial 500 perpetual licenses to the Licensed Software;
- b. providing the option for up to an additional 5,200 perpetual licenses to the Licensed Software;
- c. providing the Software Documentation;

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- d. providing two two-hour 'Train the Trainer' sessions; and
- e. providing maintenance and support for the Licensed Software during the Software Support Period.

The tasks to be performed and deliverables to be produced are as shown in section 4.1 below.

#### 4.1 Tasks / Deliverables

<b>Task / Deliverables</b>	<b>Format</b>	<b>Acceptance Criteria</b>
Licenses to the Licensed Software	The software may be provided on CD, DVD or downloaded from the Internet.	<ul style="list-style-type: none"> <li>• Software is delivered in accordance with the terms of the Contract.</li> </ul>
Two, two-hour 'Train the Trainer' Sessions	Sessions to be provided via Government of Canada Web-Ex videoconference.	<ul style="list-style-type: none"> <li>• Training encompasses the full scope of product functionality.</li> <li>• Instruction is clearly understood by the trainees.</li> <li>• Sessions are provided within the first 3 weeks following contract award, or later at Canada's discretion.</li> </ul>
Software Maintenance and Support		<ul style="list-style-type: none"> <li>• Software Maintenance and Support Services are delivered in accordance with the terms of the Contract.</li> </ul>

#### 5. TECHNICAL ENVIRONMENT

A description of the Justice technical environment is provided at Appendix C of Annex A.

#### 6. SUPPORT PROVIDED BY THE CLIENT

The Client will provide video- and tele-conference services for the 'Train the Trainer' sessions.

#### 7. TRAVEL

There is no travel associated with this requirement.

#### 8. SECURITY

There is no requirement for handling of sensitive or classified material associated with this Statement of Work.

#### 9. LANGUAGE REQUIREMENTS

'Train the Trainer' sessions and support must be provided in English. All other project deliverables must be provided in English and French.

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The Contractor's 'Train the Trainer' and support resources must possess, at minimum, the following proficiency levels in English:

Oral Proficiency	Level 3
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The description associated with the language requirement can be found at the following website: [http://www.international.gc.ca/ifait-iaeci/test\\_levels-niveaux.aspx?lang=eng](http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng)

## 10. CONSTRAINTS

Shared Services Canada (SSC) is the infrastructure service provider for the Department of Justice and is responsible for the management of GC datacentres, the "Justice" and GC networks, "Justice" servers, the Microsoft Exchange Servers from which Justice's email services are provided. .

## 11. MANDATORY TECHNICAL REQUIREMENTS

For the Mandatory requirements herein, the said functionality must be currently commercially available within the proposed Solution. Alpha or beta versions of the proposed Solution do not qualify as meeting the requirement to provide the capability and the proposed Solution must be COTS (Commercial Off-the-Shelf).

Item	Mandatory Requirements
	<b><i>Functional Requirements – Email Upload</i></b>
M1	The EIT must provide the user with the ability to move single and multiple email messages from Microsoft Outlook to Microsoft SharePoint by dragging and dropping it (and them) directly from the Inbox or other Outlook folder to a SharePoint document library or folder to which the user has access. This functionality must be provided from the EIT interface.
M2	The EIT must provide the user with the ability to copy single and multiple email messages from Microsoft Outlook to Microsoft SharePoint by dragging and dropping it (or them) directly from the Inbox or other Outlook folder to a SharePoint document library or folder to which the user has access. This functionality must be provided from the EIT interface.
M3	The EIT must be able to save email messages in the .msg format for uploading to SharePoint document library or folder.
M4	The EIT must ensure email messages uploaded to SharePoint from Outlook maintain the same MD5 or SHA1 hash as the initial or corresponding email message in Outlook.
M5	The EIT must retain the identical metadata properties listed at Appendix 2 to Annex A on email message(s) uploaded to the SharePoint document library from Outlook, as their initial or corresponding email message metadata properties in Outlook.
M6	The EIT must provide the user with the ability to apply metadata to individual email messages and to a selection of email messages in a single operation, i.e. at one time and not one at a time, at the time the message(s) are uploaded.
M7	The EIT must provide the user with the ability to map the email metadata fields to user-defined SharePoint column names.
M8	The EIT must provide the user with the ability to upload attachments separately from the email message in which they are embedded.
M9	The EIT must provide the option for automatic naming of email messages when saving them to SharePoint document libraries or folders.
M10	The EIT must provide automatic naming of email messages in a manner that prevents conflict with existing email or documents already saved in the target SharePoint document library or folder.
M11	The EIT must preserve non-English characters in email messages and metadata.
M12	The EIT must provide the user with the ability to create a list of 'favorite' SharePoint sites, document libraries and folders in the EIT user interface.

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Item	Mandatory Requirements
M13	The EIT must recognize the existence of or support the creation of an email message content type for a SharePoint document library. The email message content type must not have to be the same for each document library.
<b>Functional Requirements – SharePoint Integration</b>	
M14	If an email message has been copied using the EIT, a link must be provided to the email stored in the SharePoint document library.
M15	If an email message attachment has been uploaded using the EIT, a link must be provided to the email attachment stored in the SharePoint document library.
M16	The EIT must provide the user with the ability to use SharePoint's managed metadata when applying metadata to uploaded email messages.
M17	The EIT must provide the user with the ability to open email messages and documents stored in SharePoint from the EIT interface.
M18	The EIT must provide the user with the ability to include links to email messages and documents stored in SharePoint document libraries and folders when the user is creating an email message.
M19	The EIT must be compatible and interoperate with the security permissions established in SharePoint. Users must not be able to perform any task or operation in EIT that would otherwise be prevented in SharePoint for the same task or operation.
<b>Functional Requirements Support</b>	
M20	The EIT interface must provide the user with access to documentation that guides the user in the use of the EIT.
<b>Functional Requirements Language</b>	
M21	The EIT interface as well as support capabilities, including but not limited to help screens, must be available in English and French.
M22	All EIT User manuals, whether electronic or hardcopy must be available in both English and French.
<b>Technical Requirements</b>	
M23	The EIT must be able to, at a minimum, run on all of the following operating systems and architectures:  Windows 7 (32-bit and 64-bit), including all versions and service packs; Windows 8.1 (32-bit and 64-bit), including all versions and service packs; Windows 10 (32-bit and 64-bit.); and Windows 2008 65-bit and Citrix XenApp 6.5 using terminal services for remote users.
M24	The EIT must integrate and work with: Outlook 2013 and Outlook 2016 ;and SharePoint 2013
M25	The EIT must integrate and work with Microsoft Internet Explorer 11
M26	The EIT must be able to run on a workstation, laptop or tablet configured to meet the minimum system requirements defined by Microsoft for MS Office 2013: <a href="https://technet.microsoft.com/en-us/library/ee624351.aspx">https://technet.microsoft.com/en-us/library/ee624351.aspx</a> .
M27	The EIT must NOT require integration with Microsoft Exchange.
M28	The EIT must NOT require that components be installed on any server(s), excluding any server(s) used by Justice to deploy the software as well as the operation of the software on Windows 2008 and Citrix XenApp for use by employees accessing the tool remotely.
M29	The EIT must be deployable and be fully functional from inside the Department of Justice firewall with no access to the Internet or to third-party providers.
M30	The EIT must not require modifications to User Account Control (UAC) settings to either install or run.
M31	The EIT must not require elevated access rights for normal use (aside from installation).
M32	The EIT must be compatible with Microsoft BitLocker Drive Encryption and with Secure Docs 4.9 or higher.
M33	The EIT must be installed and executed from the standard program location (%System Drive%\Program Files.)

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Item	Mandatory Requirements
M34	The EIT must be able to have automatic update features disabled, if part of the software.
M35	The EIT must not interfere with the operation of any Anti-Virus, Anti-Malware or Host Intrusion Detection systems operating on a Justice host computer as identified under Appendix 1 to Annex A.
M36	The EIT must perform all user authentications using MS Active Directory (NTLM).
M37	The EIT must support Single Sign On. The software must not require a user who is already authenticated to the network to re-enter his or her credentials to run the EIT software.
M38	The EIT must have the ability to disable or enable any automatic upgrades, enhancements or installations of the Solution by designated client administrators.
M39	The EIT must be able to be installed via the Windows SYSTEM account.
M40	The EIT install and uninstall must be available in both silent and unattended modes.
M41	The EIT install and uninstall must be available in *.MSI format.
M42	The EIT must be capable of connecting to SharePoint using both HTTP and HTTPS protocols with Transport Layer Security (TLS) 1.2 and higher. Full functionality must be preserved in either mode of connection.
M43	At a minimum, the following EIT metadata properties must be preserved when uploading email messages from Outlook to SharePoint: <ul style="list-style-type: none"> <li>• Attachment</li> <li>• BCC</li> <li>• Categories</li> <li>• CC</li> <li>• From</li> <li>• Importance</li> <li>• Subject</li> <li>• Received</li> <li>• Sensitivity</li> <li>• Subject</li> <li>• To</li> </ul>

#### Requirements Subject to Point Rating

Item	Rated Requirements	Scoring Scheme
	<b>Vendor Capability</b>	
R1	The EIT should be implemented in production use, in at least three organizations of not less than 1,000 seats for periods lasting at least 2 years.	5 points per organization; maximum 15 points
	<i>Subtotal</i>	<i>15 points</i>
	<b>Functional Requirements – Product Features</b>	
R2	The EIT provides the ability to capture additional SharePoint metadata through both user input and through default values specified in the settings for the target SharePoint document library	10 points for meeting the rated criteria or 0 points
R3	The EIT provides the user with the ability to navigate between SharePoint sites, document libraries and folders from the list of favorites in the EIT user interface.	10 points for meeting the rated criteria or 0 points
R4	The EIT provides the user with the ability to upload email messages to the SharePoint document libraries or folders created in their EIT Favorites without having to navigate through any other document libraries in the SharePoint site.	10 points for meeting the rated criteria or 0 points

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Item	Rated Requirements	Scoring Scheme
R5	The EIT provides a visual indication in Outlook that an email message has been copied to SharePoint.	5 points for meeting the rated criteria or 0 points
R6	The EIT provides the user with the ability to view the contents of a SharePoint site, document library and folder from the EIT user interface.	20 points for meeting the rated criteria or 0 points
R7	The EIT provides the user with the ability to filter the contents of a SharePoint document library using any of the SharePoint views created for the library from the EIT user interface.	20 points for meeting the rated criteria or 0 points
R8	The EIT provides the user with the ability to view and modify metadata for email messages and documents stored in SharePoint document libraries and folders from the EIT interface.	20 points for meeting the rated criteria or 0 points
R9	The EIT provides error messages that identify troubleshooting problems and connectivity issues when such problems or issues exist.	5 points for meeting the rated criteria or 0 points
R10	The EIT provides the user with options to upload email from Outlook to SharePoint other than drag and drop, e.g. menu options.	10 points per method; maximum 30 points
R11	The EIT provides a visual indication that an attachment in an email message has been uploaded to SharePoint.	30 points for meeting the rated criteria or 0 points
R12	The EIT provides the user with the ability to navigate between SharePoint sites and document libraries, including non-Favorites, from the EIT user interface	10 points for meeting the rated criteria or 0 points
R13	The EIT provides the user with the ability to send and file email messages and their attachments to SharePoint document libraries and folders using the EIT interface.	30 points for meeting the rated criteria or 0 points
R14	The EIT provides the user with the ability to upload to SharePoint email messages and documents from local hard drives and from Windows Server file shares.	10 points for meeting the rated criteria or 0 points
R15	The EIT provides the user with the ability to search for email messages and documents in SharePoint document libraries and folders from the EIT interface.	30 points for meeting the rated criteria or 0 points
R16	The EIT provides the user with the ability to open email messages and documents in SharePoint document libraries and folders from the EIT search results screen.	30 points for meeting the rated criteria or 0 points
R17	The EIT provides the user with the ability to “follow” document libraries and their contents from the EIT interface.	10 points for meeting the rated criteria or 0 points
R18	The EIT provides users with the ability to automatically upload email messages upon receipt according to defined rules. Email messages uploaded to SharePoint document libraries and folders in this manner should be populated with the same metadata as those uploaded using drag-and-drop.	30 points for meeting the rated criteria or 0 points
R19	The EIT provides the option to automatically create a new version of a document in a SharePoint document library or folder when an identically named email message already exists in the target library or folder	30 points for meeting the rated criteria or 0 points
	<i>Subtotal</i>	<i>335 points</i>
	<b>Functional Requirements – Product Administration</b>	
R20	The EIT provides the Justice system administrator with the ability to centrally configure and deploy configuration settings to all EIT users without the need to de-install and re-install the EIT.	30 points for meeting the rated criteria or 0 points

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Item	Rated Requirements	Scoring Scheme
R21	The EIT provides the Justice administrator with the ability to add or remove menu or ribbon options from the EIT interface.	20 points for meeting the rated criteria or 0 points
R22	The EIT provides Justice with the ability to replace the vendor's branding with that of Justice.	20 points for meeting the rated criteria or 0 points
R23	The EIT provides Justice with the ability to customize labels on the EIT interface.	10 points for meeting the rated criteria or 0 points
R24	The EIT provides Justice with the ability to disable or hide EIT functionality exposed to the user, e.g. Sync, the ability to disable metadata prompting, etc.	30 points for meeting the rated criteria or 0 points
R25	The EIT provides Justice with the ability to disable user modification to configuration settings.	20 points for meeting the rated criteria or 0 points
R26	The EIT provides Justice with the ability to limit the number of email messages than can be uploaded to SharePoint document libraries or folders in a single operation.	10 points for meeting the rated criteria or 0 points
R27	The EIT provides an API to extend product functionality.	10 points for meeting the rated criteria or 0 points
R28	The EIT produces logs and data to Justice administrators in resolving EIT issues such as connectivity, permissions and performance.	20 points for meeting the rated criteria or 0 points
R29	The EIT is able to be installed and uninstalled with the ability to suppress automatic reboot.	10 points for meeting the rated criteria or 0 points
R30	The EIT provides an audit trail of software events and activities that is accessible by the system administrator or a defined auditor and includes the following: a. Date and time; b. identification of the user, machine or process initiating the event/activity; and c. A description of the event or activity.	30 points for meeting the rated criteria or 0 points
	<i>Subtotal</i>	<i>210 points</i>
	<b>Functional Requirements - Language</b>	
R31	The EIT interface presentation language to the User can be automatically selected based on the language of the User's Outlook interface.	20 points for meeting the rated criteria or 0 points
R32	The User is able to select English or French as their language of preference, overriding the setting selected based on the installed language of the software. The User's language selection must persist across logins and shutdowns.	10 points for meeting the rated criteria or 0 points
	<i>Subtotal</i>	<i>30 points</i>
	<b>Functional Requirements - Accessibility</b>	
R33	EIT functions or the result of EIT functions have textual elements that can be interpreted by devices used by the visually impaired	30 points for meeting the rated criteria or 0 points
R34	The EIT has keyboard equivalents for all non-keyboard actions or commands	30 points for meeting the rated criteria or 0 points
R35	All EIT User manuals have accessible electronic formats or an alternative format.	20 points for meeting the rated criteria or 0 points
	<i>Subtotal</i>	<i>80 points</i>
	<b>Maximum Available Points:</b>	<b>655 points</b>
	<b>Minimum Overall Points Required:</b>	<b>328 points</b>

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## Appendix 1 to Annex A

### Glossary

TERM	DEFINITION
Accessibility	An attribute of content. Implementing accessibility allows content to be accessed equally by users who have varying physical abilities, e.g. sighted and sightless users.
Adaptive Technology	For the purposes of this SoW, any item, piece of equipment, or system, whether acquired commercially, modified or customized, that is commonly used to increase, maintain, or improve functional capabilities of individuals with disabilities.
Administrator	A User that is authorized to perform administrative operations on the system in question.
Alternate Text	Descriptive text added to objects that will be recognized and read by a text reader.
Alternative Formats	Alternative formats include audio, braille, electronic text (e-text) or large print versions of documents, Alternative formats are created to help people gain access to information either by sight (large print), by ear (audio) or by touch (braille). E-Text is a general term for any document that is read in digital form, but especially a document that is mainly text.
Attachment	A file or messaging object that is embedded in an email message.
Bid	An offer to provide services and supply goods for the contract period as a result of this solicitation.
Bidder	A successful respondent submitting a bid.
Client	Without further qualification, refers either to: <ul style="list-style-type: none"> <li>a. A client department, i.e. a federal government department or agency to whom the Department of Justice provides legal services; or</li> <li>b. In all other instances, the Department of Justice, as a client under any contract resulting from this RFP.</li> </ul>
Client Computing Device	The workstation, laptop or tablet on which the Email Integration Tool is required to operate.
Calendar Item	A messaging object that is a meeting or scheduled event.
Departmental Legal Service Unit (DLSU)	An office the Department of Justice that provides legal services to another federal government department or agency. In many cases, DLSU staff are co-located with their client department.
Digital Workspace	The appellation given to the Department of Justice's integrated SharePoint 2013-GCDOcs (OpenText Content Server) environment.
Email Integration Tool (EIT)	Primary software and any related software components proposed by the Bidder to satisfy the requirements of this RFP.
Email Body	The main part of an email message that contains text or images. An email body can include attachments and / or other messaging objects.
Email Header	Information used to control the transmission of an email message, as well as the metadata of an email message such as its subject, its origin and destination email address and its priority. Email headers make up the first part of an email message.
Email Message	A message object that includes an email header, an email body and, optionally, attachments.
Email Workstation Client	Application on Canada's workstations used to access the Email service.
Federal Government Working Day (FGWD)	A calendar day, except for Saturday, Sunday and the following holidays: <ul style="list-style-type: none"> <li>• New Year's Day*</li> <li>• Good Friday and Easter Monday</li> <li>• Victoria Day</li> </ul>

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TERM	DEFINITION
	<ul style="list-style-type: none"> <li>• St. Jean Baptiste Day (Quebec)*</li> <li>• Canada Day*</li> <li>• 1<sup>st</sup> Monday in August</li> <li>• Labour Day</li> <li>• Thanksgiving Day</li> <li>• Remembrance Day*</li> <li>• Christmas Day*; and</li> <li>• Boxing Day**</li> </ul> <p>* If this holiday occurs on a Saturday or Sunday, then the following Monday will be a holiday.</p> <p>** If this holiday occurs on a Saturday, then the following Monday will be a holiday. If this holiday occurs on a Sunday or Monday, then the following Tuesday will be a holiday.</p>
Government of Canada Secure Remote Access (GCSRA)	A standard Government of Canada VPN solution providing access to GC applications.
Mailbox	A logical storage space where messaging objects are stored.
Metadata	Descriptive object or file information consisting of named metadata tags and a metadata value for those tags.
Messaging Object	A logical data structure that contains an Email Message, Personal Contact, Note, Task or Calendar Item.
New Release	A system release, a version release, an interim release, of licensed software, regardless of whether the Contractor refers to it as a "new release".
Recipient	An email address that receives an email message.
Sender	An email address that creates and sends an email message.
Software Publisher	The owner of the copyright in any software included in the Bid wo has the right to license (and authorize others to license/sub license its software products).
Software Support Maintenance Plan	Means the software support services provided and managed by the Contractor, including documentation.
Support Period	The period for which the software support maintenance plan is in effect.
Upgrades	Means an update to the Licensed Software to add, extend, enhance and/or improve the existing features, functionality and/or performance of the program code, which is documented by a version or build number change to the right of the first decimal (i.e. Product X Version 1.0 changes to Product X Version 1.1 or Product X Version 1.0.0 changes to Product X Version 1.0.1), regardless of whether the Contractor refer to it as a "minor" upgrade or "major" upgrade.
Upload	To transfer a file, either through move or copy, from a client computing device to a SharePoint document library.
User	A person that is authorized to use the email service.
Web Browser Client	A mobile or desktop web browser that connects to an email service using HTTP/HTTPS.

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## **Appendix 2 to Annex A**

### **Justice Technical Environment**

Justice operates on an infrastructure that consists of Microsoft Windows based servers and end-user computing devices (laptops, workstations, tablets) with Microsoft Windows Active Directory (AD) providing back-end directory services.

There are approximately 50 Justice sites across Canada. These sites vary in size from a handful of users to a thousand in a single building. Bandwidth at these sites varies. A site of not less than 50 people is typically comprised of one or more file and print servers, access to centralized Microsoft Exchange mail services, an AD domain controller, and a number of local network end-user computing devices

The following bullets highlight the key Windows-based software installed at Justice:

- MS Windows 7 SP1 32-bit (and 64-bit) Enterprise;
- MS Windows 8.1 64-bit Enterprise;
- MS Windows 10 64-bit Enterprise;
- BitLocker Drive Encryption (For Windows 7/8.1/10);
- SecureDocs 4.9 and higher;
- MS Office 2013 ProPlus SP1;
- MS Office 2016 ProPlus (1709 or higher)
- MS .NET 4.5x for Windows 7 / 8.1, 4.6x for Windows 10
- Entrust Entelligence Solution Provider 9.2 and 9.3;
- McAfee EndPoint Security Suite 10.5 (VirusScan 8.8); and
- Microsoft Internet Explorer 11.
- MS-Windows 2008 Server 64-bit and MS-Windows 2012 Server;
- MS-Exchange 2010
- MS IIS7.7 – 8.5
- MS SharePoint 2013

The underlying hardware for the Microsoft Windows environment consists of servers and end-user devices based on x86 and x64 Advanced Micro Devices (AMD) and Intel processor architecture using multi-core and/or multi-processor technology.

#### **Email Services**

Email services are provided to the Department by Shared Services Canada. Justice has not yet been migrated to the GC Email Transformation Initiative platform.

Outlook is the standard email client for Justice employees. There are a number of Outlook Add-Ins that are part of the standard image for end-user-devices. These include:

- Conversation History Add-In for MS Lync 2010
- Entrust Entelligence Security Provider for Outlook (Entrust)
- Entrust Entelligence Security Provider for Outlook (S/MIME)
- iCase Email Import 1.4 (this is a locally developed add-in)

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McAfee Email Scan Add-In  
Microsoft Exchange Add-In  
Microsoft SharePoint Server Colleague Import Add-In  
OneNote Notes About Outlook Items  
Online Meeting Add-In for MS Lync 2010  
Outlook Search Connector 2013  
Skype Meeting Add-in for Microsoft Office Lync 2013/2016

Other Add-Ins that may be installed or are installed but may be disabled include:

OpenText Enterprise Connect  
Windows Search Email Indexer

### Network Environment

Shared Services Canada (SSC) operates a Wide Area Network (WAN), on behalf of Justice that extends to approximately 11 sites across Canada. SSC installs multi-protocol routers in each building to interconnect user Local Area Network (LAN) segments and to provide access to the WAN. The majority of the buildings are interconnected via 1.5Mbps or higher MultiProtocol Label Switching (MPLS) circuits with various network-based Quality of Service (QoS) configurations.

Most users access the Department's information systems, including its email system, from end-user computing devices directly connected to the Department's Wide Area Network. However, those working in Legal Service Units, and those working off-premises access the Justice network either through the Government of Canada's Secure Remote Access (GCSRA) IPsec VPN over Internet solution or through the Department's remote access solution, JusAccess, SSL VPN to Citrix Xenapp through public Internet Service Providers.

### Accessibility Technology

<b>Adaptive Technology Type</b>	<b>Adaptive Technology Name</b>	<b>Versions supported</b>	<b>Operating System</b>
Screen Reader	JAWS for Windows	12.0 – 16 +	Windows 7
Screen Magnification	ZoomText	9.0 – 10.0 +	Windows 7
Voice Recognition	Dragon Naturally Speaking	12 – 13 +	Windows 7

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**ANNEX B**

**BASIS OF PAYMENT**

<b>TABLE 1 – Initial Requirement</b>					
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Firm Unit Price</b>	<b>Quantity</b>	<b>Extended Price</b>
1	For the supply and delivery of a perpetual user license to the Licensed Software, inclusive of all associated software components and meeting all requirements as detailed in Annex A and the Contract	Per User	\$	500	\$
2	For the provision of one-year of Software Maintenance and Support Services on a perpetual user license to the Licensed Software as detailed in Annex A and the Contract	Per User	\$	500	\$
3	For the provision of a 2-hour 'Train the Trainer' session as detailed in Annex A and the Contract	Per Session	\$	2	\$
Sub-Total:					\$

<b>TABLE 2 – Optional Requirement</b>							
<b>Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Ceiling Unit Price</b>				
			<b>Initial Contract Period</b>	<b>Option Year 1</b>	<b>Option Year 2</b>	<b>Option Year 3</b>	<b>Option Year 4</b>
1	For the supply and delivery of an additional perpetual user license to the Licensed Software, inclusive of all associated software components and meeting all requirements as detailed in Annex A and the Contract	Per User	Same as Firm Unit Price for Item 1 in Table 1 above.	\$	\$	\$	\$
2	For the provision of optional one-year of Software Maintenance and Support Services on the initial or additional perpetual user licenses to the Licensed Software as detailed in Annex A and the Contract	Per User	Same as Firm Unit Price for Item 2 in Table 1 above.	\$	\$	\$	\$

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## ANNEX C

### SUPPLY CHAIN INTEGRITY PROCESS

1. **Condition of Contract Award:** In order to be awarded a contract, the Bidder must successfully complete the Supply Chain Integrity Process ("SCI Process") and not be disqualified.
2. **Definitions:** The following words and expressions used with respect to SCI Process have the following meanings:
  - a. **"Canada's Data"** means any data originating from the Work, any data received in contribution to the Work or any data that is generated as a result of the delivery of security, configuration, operations, administration and management services, together with any data that would be transported or stored by the contractor or any subcontractor as a result of performing the Work under any resulting contract;
  - b. **"Product"** means any hardware that operates at the data link layer of the Open Systems Interconnection model (OSI Model) Layer 2 and above; any software; and any Workplace Technology Device;
  - c. **"Product Manufacturer"** means the entity that assembles the component parts to manufacture the final Product;
  - d. **"Software Publisher"** means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products;
  - e. **"Supply Chain Scope Diagram":** A supply chain scope diagram is provided as Appendix 1 to Annex C to provide a visual representation of the SCS submission and assessment requirements described in further detail below. In the case of a discrepancy between the diagram and the process described in this document, this document will prevail;
  - f. **"Supply Chain Security Information"** means any information that Canada requires a Bidder or Contractor to submit to conduct a complete security assessment of the SCS as a part of the SCI process.
  - g. **"Workplace Technology Device"** means any desktop, mobile workstation (such as a laptop or tablet), smart phone, or phone, as well as any peripheral item or accessory such as a monitor, keyboard, computer mouse, audio device or external or internal storage device such as a USB flash drive, memory card, external hard drive or writable CDs and DVDs or other media;
  - h. **"Work"** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any resulting contract;
3. **Bid Submission Requirements (Mandatory at Bid Closing):**

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

  - a. **IT Product List:** Bidders must identify the Products over which Canada's Data would be transmitted and/or on which Canada's Data would be stored, or that would be used and/or installed by the Bidder or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product:
    - i. **Location:** identify where each Product is interconnected with any given network for Canada's Data (identify the service delivery points or nodes, such as points of

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presence, third party locations, data centre facilities, operations centre, security operations centre, internet or other public network peering points, etc.);

- ii. **Product Type:** identify the generally recognized description used by industry such as hardware, software, etc.; components of an assembled Product, such as module or card assembly, must be provided for all layer 3 internetworking devices;
- iii. **IT Component:** identify the generally recognized description used by industry such as firewall router, switch, server, security appliance, etc.;
- iv. **Product Model Name or Number:** identify the advertised name or number of the Product assigned to it by the Product Manufacturer;
- v. **Description and Purpose of the Product:** identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described for the Project;
- vi. **Source:** identify the Product Manufacturer and/or Software Publisher of embedded components;
- vii. **Name of Subcontractor:** identify all subcontractors. In the “**SCSI Submission Form**” provided with this bid solicitation, “Name of Subcontractor” refers to any subcontractor that will provide, install or maintain one or more Products, if the Bidder would not do so itself, as further defined below.

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

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

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

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

#### 4. Assessment of Supply Chain Security Information:

- a. Canada will assess whether, in its opinion, the SCSI creates the possibility that the top-ranked Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.
- b. In conducting its assessment:
  - i. Canada may request from the Bidder any additional information that the Supply Chain Security Authority requires to conduct a complete security assessment of the SCSI. The Bidder will have 2 working days (or a longer period if specified in writing by Canada) to provide the necessary information to the Supply Chain Security Authority. Failure to meet this deadline will result in the bid being disqualified.
  - ii. Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the SCSI.
- c. If, in Canada's opinion, there is a possibility that any aspect of the SCSI, if used by Canada, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
  - i. Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the SCSI is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's SCSI. With respect to any concerns, Canada may, in its discretion, identify a potential mitigation measure that the Bidder would be required to implement with respect to any portion of the SCSI if awarded a contract.

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- ii. The notice will provide the Bidder with a minimum of 3 opportunities to submit revised SCSI in order to address Canada's concerns. If Canada has identified a potential mitigation measure that the supplier would be required to implement if awarded a contract, the Respondent must confirm in its revised SCSI whether or not it agrees that any awarded contract will contain additional commitments relating to those mitigation conditions. The first revised SCSI must be submitted within the **10 calendar days** following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Supply Chain Security Authority). If concerns are identified by Canada regarding the first revised SCSI submitted after bid closing, the second revised SCSI must be submitted within **5 calendar days** (or a longer period specified in writing by the Supply Chain Security Authority). If concerns are identified by Canada regarding the second revised SCSI submitted after bid closing, the third revised SCSI must be submitted within **3 calendar days** (or a longer period specified in writing by the Supply Chain Security Authority).

**With respect to the revised SCSI submitted each time, the Bidder must indicate in its response whether the revision affects any aspect of its technical bid or certifications. The Bidder will not be permitted to change any price in its bid, but will be permitted to withdraw its bid if it does not wish to honour the pricing as a result of required revisions to the SCSI.** Each time the Bidder submits revised SCSI within the allotted time, Canada will perform a further assessment of the revised SCSI and the following will apply:

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

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4. If Canada determines that, as a result of the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Bidder is either no longer compliant or is no longer the top-ranked bidder, Canada will proceed to consider the next-ranked bid for contract award, subject again to the provisions of the solicitation relating to the assessment of the SCSI submitted at bid closing, and to the assessment of any revised SCSI submitted after bid closing in accordance with the above provisions.
- d. By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. As a result:
  - i. a satisfactory assessment does not mean that the same or similar SCSI will be assessed in the same way for future requirements; and
  - ii. during the performance of any contract resulting from this bid solicitation, if Canada has concerns regarding certain products, designs or subcontractors originally included in the SCSI, the terms and conditions of that contract will govern the process for addressing those concerns.
5. By submitting its SCSI, and in consideration of the opportunity to participate in this procurement process, the Bidder agrees to the terms of the following non-disclosure agreement (the "**Non-Disclosure Agreement**"):
  - a. The Bidder agrees to keep confidential and store in a secure location any information it receives from Canada regarding Canada's assessment of the Bidder's SCSI (the "**Sensitive Information**") including, but not limited to, which aspect of the SCSI is subject to concern, and the reasons for Canada's concerns.
  - b. Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise, and regardless of whether or not that information is labeled as classified, confidential, proprietary or sensitive.
  - c. The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a need to know the information and has a security clearance commensurate with the level of Sensitive Information being disclosed, without first receiving the written consent of the Supply Chain Security Authority.
  - d. The Bidder agrees to notify the Supply Chain Security Authority immediately if any person, other than those permitted by the previous Sub-article, accesses the Sensitive Information at any time.
  - e. The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder's security clearance and a review of the Bidder's status as an eligible bidder for other requirements.
  - f. All Sensitive Information will remain the property of Canada and must be returned to the Supply Chain Security Authority or destroyed, at the option of the Supply Chain Security Authority, if requested by the Supply Chain Security Authority, within 30 days following that request.

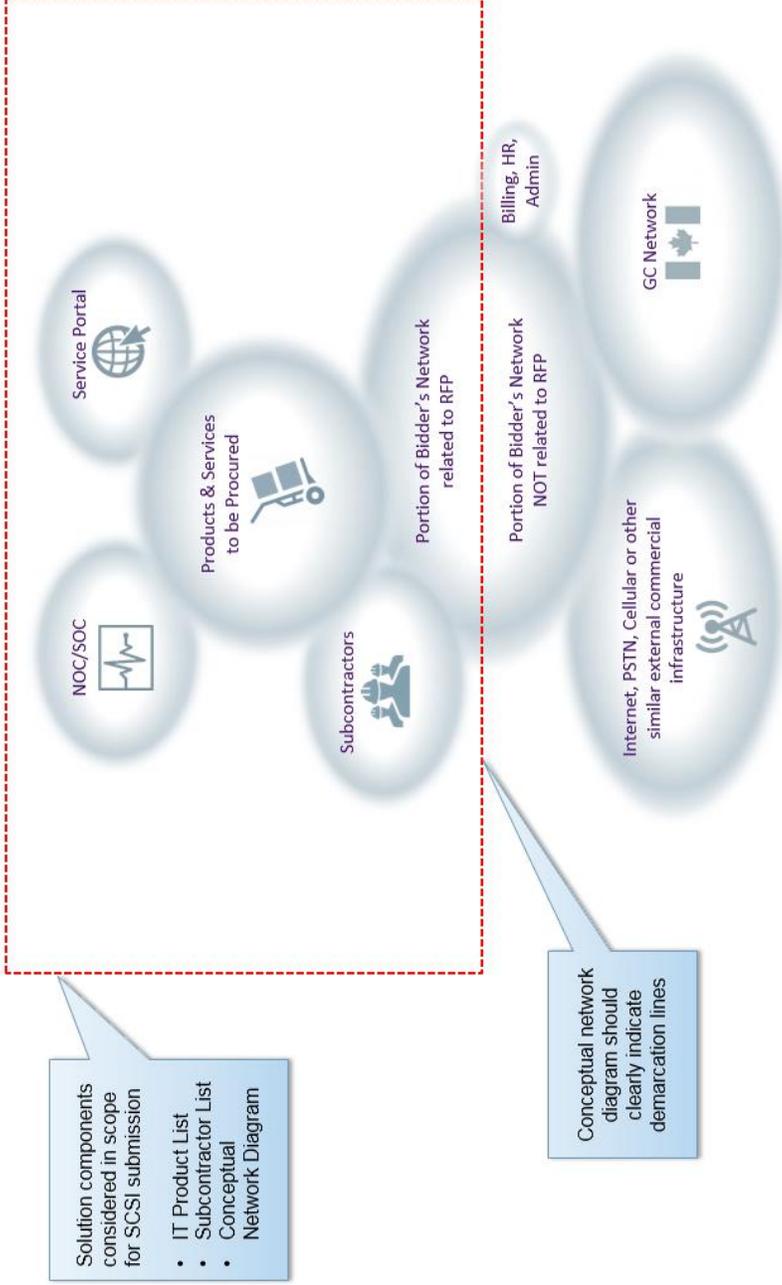
<b>Solicitation No. – N° de l'invitation</b> 19308-170081/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b>
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- g. This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel (i.e., Sensitive Information that is known, but not committed to writing) would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information). Canada may require that the Bidder provide written confirmation that all hard and soft copies of records that include Sensitive Information have been returned to Canada.

Appendix 1 to Annex C

SCSI SCOPE REFERENCE DIAGRAM

# SCI Scope Reference Diagram



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**ANNEX D**

**LIST OF PARTICIPATING CANADIAN GOVERNMENT DEPARTMENTS, AGENCIES, DEPARTMENTAL AND CROWN CORPORATIONS (CLIENTS) AND BREAKDOWN OF LICENSE COVERAGE**

<b>Client Departments Information</b>			
<b>1</b>			
	<b>Requisition number:</b>		
	<b>Technical Authority</b>	<b>Client Administrative contact:</b>	<b>Delivery Address</b>
	<b>Financial Codes</b>		
		<b>Number of Users</b>	
<b>2</b>			
	<b>Requisition number:</b>		
	<b>Technical Authority</b>	<b>Client Administrative contact:</b>	<b>Delivery Address</b>
	<b>Financial Codes:</b>		
		<b>Number of Users</b>	

*The above information may be updated if additional clients and/or User Coverage are required.*

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<b>Form 1 BID SUBMISSION FORM</b>	
<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>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
<b>Jurisdiction of Contract:</b> Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Licensed Software Maintenance and Support:</b> <i>(Contracting Authority should only insert when supplemental General Conditions 4004 has been inserted in Part 7).</i>	Toll-free Telephone Access:
	Toll-Free Fax Access:
	E-Mail Access:
	Website address for web support:
<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>The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>This bid is valid for the period requested in the bid solicitation;</li> <li>All the information provided in the bid is complete, true and accurate; and</li> <li>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>	_____

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Form 2 Substantiation of Technical Compliance Form		
Article of Statement of Work that requires substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
M1 The EIT must provide the user with the ability to move single and multiple email messages from Microsoft Outlook to Microsoft SharePoint by dragging and dropping it (and them) directly from the Inbox or other Outlook folder to a SharePoint document library or folder to which the user has access. This functionality must be provided from the EIT interface.		
M2 The EIT must provide the user with the ability to copy single and multiple email messages from Microsoft Outlook to Microsoft SharePoint by dragging and dropping it (or them) directly from the Inbox or other Outlook folder to a SharePoint document library or folder to which the user has access. This functionality must be provided from the EIT interface.		
M3 The email message(s) uploaded to the SharePoint document library or folder must be stored in .msg format.		
M4 The email messages uploaded to SharePoint using the EIT must maintain the same MD5 or SHA1 hash as the initial or corresponding email message in Outlook.		
M5 The email message(s) uploaded to the SharePoint document library using the EIT must retain the		

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	identical metadata properties listed at Appendix B to Annex A as the initial or corresponding email message in Outlook.		
M6	The EIT must provide the user with the ability to apply metadata to individual email messages and to a selection of email messages in a single operation, i.e. at one time and not one at a time, at the time the message(s) are uploaded.		
M7	The EIT must provide the user with the ability to map the email metadata fields to user-defined SharePoint column names.		
M8	The EIT must provide the user with the ability to upload attachments separately from the email message in which they are embedded.		
M9	The EIT must provide the option for automatic naming of email messages when saving them to SharePoint document libraries or folders.		
M10	The EIT must provide automatic naming of email messages in a manner that prevents conflict with existing email or documents already saved in the target SharePoint document library or folder.		
M11	The EIT must preserve non-English characters in email messages and metadata.		
M12	The EIT must provide the user with the ability to create a list of 'favorite' SharePoint sites, document libraries and folders in the EIT user interface.		

M13	The EIT must recognize the existence of or support the creation of an email message content type for a SharePoint document library. The email message content type must not have to be the same for each document library.		
M14	If an email message has been copied using the EIT, a link must be provided to the email stored in the SharePoint document library.		
M15	If an email message attachment has been uploaded using the EIT, a link must be provided to the email attachment stored in the SharePoint document library.		
M16	The EIT must provide the user with the ability to use SharePoint's managed metadata when applying metadata to uploaded email messages.		
M17	The EIT must provide the user with the ability to open email messages and documents stored in SharePoint from the EIT interface.		
M18	The EIT must provide the user with the ability to include links to email messages and documents stored in SharePoint document libraries and folders when the user is creating an email message.		
M19	The EIT must respect the security permissions established for the SharePoint site, document library and folders. Users must not be able to perform an operation using the EIT that they would be prevented by		

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	the SharePoint security model from performing in SharePoint.		
M20	The EIT interface must provide the user with access to documentation that guides the user in the use of the EIT.		
M21	The EIT interface as well as support capabilities, including but not limited to help screens, must be available in English and French.		
M22	All EIT User manuals, whether electronic or hardcopy must be available in both English and French.		
M23	The EIT must be able to, at a minimum, run on all of the following operating systems and architectures:  Windows 7 (32-bit and 64-bit), including all versions and service packs; Windows 8.1 (32-bit and 64-bit), including all versions and service packs; Windows 10 (32-bit and 64-bit.); and  Windows 2008 65-bit and Citrix XenApp 6.5 using terminal services for remote users.		
M24	The EIT must integrate and work with: Outlook 2013 and Outlook 2016 ;and SharePoint 2013		
M25	The EIT must integrate and work with Microsoft Internet Explorer 11		

M26	The EIT must be able to run on a workstation, laptop or tablet configured to meet the minimum system requirements defined by Microsoft for MS Office 2013: <a href="https://technet.microsoft.com/en-us/library/ee624351.aspx">https://technet.microsoft.com/en-us/library/ee624351.aspx</a> .		
M27	The EIT must NOT require integration with Microsoft Exchange.		
M28	The EIT must NOT require that components be installed on any server(s), excluding any server(s) used by Justice to deploy the software as well as the operation of the software on Windows 2008 and Citrix XenApp for use by employees accessing the tool remotely.		
M29	The EIT must be deployable and be fully functional from inside the Department of Justice firewall with no access to the Internet or to third-party providers.		
M30	The EIT must not require modifications to User Account Control (UAC) settings to either install or run.		
M31	The EIT must not require elevated access rights for normal use (aside from installation).		
M32	The EIT must be compatible with Microsoft BitLocker Drive Encryption and with Secure Docs 4.9 or higher.		
M33	The EIT must be installed and executed from the standard program location (%System Drive%\Program Files.)		

M34	The EIT must be able to have automatic update features disabled, if part of the software.		
M35	The EIT must not interfere with the operation of any Anti-Virus, Anti-Malware or Host Intrusion Detection systems operating on a Justice host computer.		
M36	The EIT must perform all user authentications using MS Active Directory (NTLM).		
M37	The EIT must support Single Sign On. The software must not require a user who is already authenticated to the network to re-enter his or her credentials to run the EIT software.		
M38	The EIT must not utilize a licensing mechanism that prevents automated, unattended installations.		
M39	The EIT must be able to be installed via the Windows SYSTEM account.		
M40	The EIT install and uninstall must be available in both silent and unattended modes.		
M41	The EIT install and uninstall must be available in *.MSI format.		
M42	The EIT must be capable of connecting to SharePoint using both HTTP and HTTPS protocols with Transport Layer Security (TLS) 1.2 and higher. Full functionality must be preserved in either mode of connection.		
M43	At a minimum, the following EIT metadata properties must be preserved when uploading email		

	<p>messages from Outlook to SharePoint:</p> <ul style="list-style-type: none"> <li>• Attachment</li> <li>• BCC</li> <li>• Categories</li> <li>• CC</li> <li>• From</li> <li>• Importance</li> <li>• Subject</li> <li>• Received</li> <li>• Sensitivity</li> <li>• Subject</li> <li>• To</li> </ul>	
R1	The EIT should be implemented in production use, in at least three organizations of not less than 1,000 seats for periods lasting at least 2 years.	
R2	The EIT provides the ability to capture additional SharePoint metadata through both user input and through default values specified in the settings for the target SharePoint document library	
R3	The EIT provides the user with the ability to navigate between SharePoint sites, document libraries and folders from the list of favorites in the EIT user interface.	
R4	The EIT provides the user with the ability to upload email messages to the SharePoint document libraries or folders created in their EIT Favorites without having to navigate through any other document libraries in the SharePoint site.	

R5	The EIT provides a visual indication in Outlook that an email message has been copied to SharePoint.		
R6	The EIT provides the user with the ability to view the contents of a SharePoint site, document library and folder from the EIT user interface.		
R7	The EIT provides the user with the ability to filter the contents of a SharePoint document library using any of the SharePoint views created for the library from the EIT user interface.		
R8	The EIT provides the user with the ability to view and modify metadata for email messages and documents stored in SharePoint document libraries and folders from the EIT interface.		
R9	The Bidder describes the tools available in the EIT to assist in identifying and troubleshooting problems, including connectivity issues with the EIT.		
R10	The EIT provides the user with options to upload email from Outlook to SharePoint other than drag and drop, e.g. menu options.		
R11	The EIT provides a visual indication that an attachment in an email message has been uploaded to SharePoint.		
R12	The EIT provides the user with the ability to navigate between SharePoint sites and document libraries, including non-Favorites, from the EIT user interface		
R13	The EIT provides the user with the ability to send and file email messages and their attachments to		

	SharePoint document libraries and folders using the EIT interface.		
R14	The EIT provides the user with the ability to upload to SharePoint email messages and documents from local hard drives and from Windows Server file shares.		
R15	The EIT provides the user with the ability to search for email messages and documents in SharePoint document libraries and folders from the EIT interface.		
R16	The EIT provides the user with the ability to open email messages and documents in SharePoint document libraries and folders from the EIT search results screen.		
R17	The EIT provides the user with the ability to "follow" document libraries and their contents from the EIT interface.		
R18	The EIT provides users with the ability to automatically upload email messages upon receipt according to defined rules. Email messages uploaded to SharePoint document libraries and folders in this manner should be populated with the same metadata as those uploaded using drag-and-drop.		
R19	The EIT provides the option to automatically create a new version of a document in a SharePoint document library or folder when an identically named email message already exists in the target library or folder		
R20	The EIT provides the Justice system administrator with the ability to centrally configure and deploy configuration settings to all EIT		

	users without the need to de-install and re-install the EIT.		
R21	The EIT provides the Justice administrator with the ability to add or remove menu or ribbon options from the EIT interface.		
R22	The EIT provides Justice with the ability to replace the vendor's branding with that of Justice.		
R23	The EIT provides Justice with the ability to customize labels on the EIT interface.		
R24	The EIT provides Justice with the ability to disable or hide EIT functionality exposed to the user, e.g. Sync, the ability to disable metadata prompting, etc.		
R25	The EIT provides Justice with the ability to disable user modification to configuration settings.		
R26	The EIT provides Justice with the ability to limit the number of email messages than can be uploaded to SharePoint document libraries or folders in a single operation.		
R27	The EIT provides an API to extend product functionality.		
R28	The EIT produces logs or other data useful to Justice administrators in resolving EIT issues such as connectivity, permissions and performance.		
R29	The EIT is able to be installed and uninstalled with the ability suppress automatic reboot.		
R30	The EIT provides an audit trail of software events and activities that his accessible by the system administrator or a defined auditor and includes the following: d. Date and time;		

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	e. identification of the user, machine or process initiating the event/activity; and A description of the event or activity.		
R31	The EIT interface provides user access to help that is relevant to the operation being performed or to the context-in which the user is operating.		
R32	The EIT interface presentation language to the User can be automatically selected based on the language of the User's Outlook interface.		
R33	The User is able to select English or French as their language of preference, overriding the setting selected based on the installed language of the software. The User's language selection must persist across logins and shutdowns.		
R34	EIT functions or the result of EIT functions have textual elements that can be interpreted by devices used by the visually impaired		
R35	The EIT has keyboard equivalents for all non-keyboard actions or commands		
R36	All EIT User manuals have accessible electronic formats or an alternative format.		

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**Form 3  
OEM Certification Form**

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

**Name of OEM** \_\_\_\_\_

**Signature of authorized signatory of OEM** \_\_\_\_\_

**Print Name of authorized signatory of OEM** \_\_\_\_\_

**Print Title of authorized signatory of OEM** \_\_\_\_\_

**Address for authorized signatory of OEM** \_\_\_\_\_

**Telephone no. for authorized signatory of OEM** \_\_\_\_\_

**Fax no. for authorized signatory of OEM** \_\_\_\_\_

**Date signed** \_\_\_\_\_

**Solicitation Number** \_\_\_\_\_

**Name of Bidder** \_\_\_\_\_

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<p><b>Form 4</b>  <b>Software Publisher Certification Form</b>  (to be used where the Bidder itself is the Software Publisher)</p>
<p>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:</p>
<hr/>
<hr/>
<hr/>
<hr/>
<p><i>[Bidders should add or remove lines as needed]</i></p>

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**Form 5**  
**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	_____

<b>Solicitation No. – N° de l'invitation</b> 19308-170081/B	<b>Amd. No – N° de la modif.</b>	<b>Buyer ID – Id de l'acheteur</b>
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**Form 6**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only);
- ( ) Large Value Transfer System (LVTS) (Over \$25M);

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**Form 7**

**SCSI SUBMISSION FORM**

<b>EMAIL INTEGRATION TOOL</b>
SOLICITATION #: 19308-170081/B
BIDDER:

Supply Chain Security Information
SUBMISSION FORM v3

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19308-170081/B

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Buyer ID – Id de l'acheteur

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19308-170081

File No. – N° du dossier

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**Form 7 (Cont'd)**

<b>PROCUREMENT NAME:</b>	
<b>SOLICITATION #:</b>	
<b>BIDDER NAME:</b>	

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

Solicitation No. – N° de l'invitation 19308-170081/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur
Client Ref. No. – N° de réf. De client 19308-170081	File No. – N° du dossier	CCC No./ N° CCC – FMS No/ N°VME

**Form 7 (Cont'd)**

<b>PROCUREMENT NAME:</b>	
<b>SOLICITATION #:</b>	
<b>BIDDER NAME:</b>	

<u>Subcontractor List</u>				
Line Item #	Name of the Subcontractor (a)	Address of the Subcontractor's headquarters (b)	Portion of the Work that would be performed by the Subcontractor (c)	Location(s) where the Subcontractor would perform the Work (d)
1				
2				
3				
4				
5				
6				
7				