



BID SOLICITATION

PRODUCTION INSERTION EQUIPMENT FOR SHARED SERVICES CANADA

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Annex B	Basis of Payment
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Annex D	SCSI Submission Form
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Appendix A to Annex A - Winnipeg Print Room Floor Plan
Appendix B to Annex A - Summerside Print Room Floor Plan

Forms:

- Form 1 - Bid Submission Form
- Form 2 - Substantiation of Technical Compliance Form
- Form 3 - Financial Bid Presentation Sheet
- Form 4 - OEM Certification Form



BID SOLICITATION

PRODUCTION INSERTION EQUIPMENT FOR SHARED SERVICES CANADA (SSC)

PART 1 GENERAL INFORMATION

1.1 Introduction

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

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

The annexes include the Statement of Requirement (SOR) and any other annexes.

1.2 Summary

- 1.2.1** A review of the Canada Revenue Agency (CRA) Print to Mail (PTM) production has been completed and there is a requirement to maintain CRA's PTM production capability for several more years.

To ensure operational requirements are met, SSC needs to replace the current insertion equipment supporting cut sheet production output at CRA's sites located in Winnipeg, MB and Summerside, PEI.

CRA produced a total of over 87 million mail pieces in the fiscal year 2016/2017 at the two CRA national print and mail production sites. It is anticipated that this volume will reduce over time as printed output migrates to electronic formats. CRA operates a total of six (6) Bowe Bell & Howell inserters located at the two CRA National Print and Mail Production Sites (3 inserters per site).

- 1.2.2** Only one contract will be awarded pursuant to this solicitation.



- 1.2.3** This solicitation is being issued by Shared Services Canada (SSC). SSC is a federal government department that acts as a shared services organization. Any resulting instrument(s) will be used by SSC to provide shared services to one or more of its Clients. SSC's "**Clients**" include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the life of any resulting instrument(s), and those other organizations for whom SSC's services are optional at any point during the life of any resulting instrument(s) and that choose to use those services from time to time.
- 1.2.4** This solicitation is intended to result in the award of a contract for a period of four (4) years, plus three (3) one-year irrevocable options allowing Canada to extend the term of the contract. This bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.
- 1.2.5** There is a security requirement associated with this bid solicitation. For additional information, consult Part 6 – Security, and Insurance Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult <http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>.
- 1.2.6** Canada has invoked the National Security Exception for all purposes with respect of this requirement and, as a result, none of disciplines of the trade agreements apply to this procurement.
- 1.2.7** There is a supply chain integrity requirement associated with this requirement, see Part 2, article 2.10 Part 3, article 3.5, Part 4, article 4.2, and Part 7, article 7.19 for additional information.
- 1.2.8** The RFP includes a provision for the Bidder to provide a trade-in price for Canada-owned existing inserters.

1.3 Debriefings

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

1.4 Agile Bid Compliance (ABC) Process – Pilot for Two Bid Closing Dates

SSC is running a pilot project involving a Preliminary Closing Date and a Final Closing Date. Details are provided in Part 2.

1.5 Bidder Conference

A bidders' conference in the form of a webex will be held on **August 27, 2018**. The conference will begin at **10:00 A.M. EST**.

The ABC process outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than **August 24, 2018 at 12:00 P.M. EST**.

Any question other than those related to the Pre-Bid Compliance Check Process will not be answered during the bidders' conference.



Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. The bidders' conference is optional. Bidders who do not attend may still submit a bid proposal.



PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1** All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- 2.1.2** Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- 2.1.3** The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements ("**Standard Instructions 2003**") are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d) Submission of Bids.
- 2.1.4** Section 3 of Standard Instructions 2003 is amended as follows: delete "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16."
- 2.1.5** Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
- a) Delete: sixty (60) days
 - b) Insert: ninety (90) days
- 2.1.6** With respect to the pilot project involving a Preliminary Closing Date and a Final Closing Date:
- i.* References to "a bid", "each bid" or "the bids" in Standard Instructions 2003 are references both to the Preliminary Technical Bid and the Final Bid, unless the context indicates otherwise or as set out below;
 - ii.* Subsection 5(2)(c) and (f) of Standard Instructions - Goods or Services - Competitive apply to the Final Bid.
 - iii.* Subsection 5(4) of Standard Instructions 2003 applies to the Final Bids.
 - iv.* Section 6 of Standard Instructions 2003 is deleted in its entirety. Every bid received by SSC (both the Preliminary Technical Bid and the Final Bid), whether received on time or not (and regardless of the format in which the bid is received), will become the property of Canada and will not be returned. A bidder may mark any portions of its bid that it considers to be confidential. All bids are subject to the provisions of the Access to Information Act and any other applicable laws.
 - v.* Section 7 of Standard Instructions 2003 is deleted in its entirety.
 - vi.* Section 8 of Standard Instructions 2003 is deleted in its entirety.
 - vii.* Section 9 of Standard Instructions 2003 applies to both Preliminary Technical Bid and the Final Bid with the exception of the following line that is deleted:

Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 07.
 - viii.* Under Section 11, the rights reserved under paragraphs (a), (b), (c), (f) and (g) apply only with respect to the Final Bid.
 - ix.* Section 12(3) of Standard Instructions 2003 is deleted in its entirety.



x. Section 14 of Standard Instructions 2003 applies only to the Final Bid.

2.1.7 For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual incorporated by reference into this bid solicitation are adopted as SSC policies.

2.2 Procurement Modernization – Agile Bid Compliance (ABC) Process – Pilot for Two Bid Closing Dates

**PROCUREMENT MODERNIZATION PILOT PROJECT
SSC's Agile Bid Compliance (ABC) process – Pilot for Two Bid Closing Dates**

- *SSC is running a pilot project involving a Preliminary Closing Date and a Final Closing Date. SSC will conduct a preliminary evaluation of technical mandatory requirements and provide a Preliminary Evaluation Notice to bidders to consider before submitting their bids on the Final Closing Date. Participation by bidders is mandatory.*
- *This pilot is an initiative intended to increase the diversity of bidders on government contracts, in particular businesses owned or led by Canadians from under-represented groups, such as women, Indigenous Peoples, persons with disabilities, and visible minorities, who may have less experience submitting bids. It is intended to increase the accessibility of the procurement system to such groups and increase the capacity of these groups to participate in the system now and in the future by providing them with the opportunity to address deficiencies in their bids before the Final Closing Date.*
- *This pilot is also intended to support the goal of best value for Canada, by increasing the number of bids eligible for contract award. The pilot has this in common with the Public Services and Procurement Canada Phased Bid Compliance Process, but is distinct because it involves two separate closing dates. For any bidder that has participated in SSC's pilot for the Pre-Bid Compliance Check, please note that the current process is distinct from the SSC's Pre-Bid Compliance Check process.*
- *As SSC will be evaluating the success of the pilot, bidders are encouraged to submit their comments regarding this process. Bidders may submit their questions and comments to the Contracting Authority through P2P or directly to ssc.ssc-dc-rfp-spc-cd-dp.spc@canada.ca. Canada may also request that the bidder complete a survey regarding its experience.*

Preliminary Closing Date (Submission of Only a Response to Technical Mandatory Requirements)

2.2.1 Submission on Preliminary Closing Date: By the preliminary closing date and time specified on the cover page of this solicitation (the "Preliminary Closing Date"), the bidder is requested to submit a response to technical mandatory requirements consisting of the following:

- Form 1 - Bid Submission Form
- Form 2 - Substantiation of Technical Compliance Form

This is referred to as "**Preliminary Technical Bid**"

2.2.2 Only bidders that submit a preliminary technical bid on the Preliminary Closing Date may submit a bid on the Final Closing Date. Canada will not return preliminary technical bids to bidders, but will treat preliminary technical bids the same way it treats bids, in accordance with Subsection 5(6) of 2003, Standard Instructions - Goods or Services - Competitive Requirements.



- 2.2.3 No Financial Information in Preliminary Technical Bid:** Canada requests that bidders not include any financial information in their Preliminary Technical Bid. If a bidder submits information other than the Preliminary Technical Bid, Canada will not provide feedback regarding that information.
- 2.2.4 Status of Solicitation after the Preliminary Closing Date:** After the Preliminary Closing Date, no more changes can be made to the solicitation and Canada will not respond to questions from bidders.
- 2.2.5 Canada's Evaluation of Preliminary Technical Bid:** During the "Evaluation of Preliminary Technical Bid" (Preliminary Technical Evaluation), Canada will not make any final determination of compliance. However, Canada will review each Preliminary Technical Bid with respect only to mandatory requirements (excluding any mandatory requirement to achieve a minimum score with respect to rated requirements).
- 2.2.6 Preliminary Evaluation Notice (PEN) issued by Canada:** The Contracting Authority will provide a confidential "Preliminary Evaluation Notice" (PEN) to each bidder. Canada will normally provide the PEN by email and the bidder is deemed to have received the PEN at the time it is sent by Canada. Canada is not responsible for any technical delays in the receipt by the bidder of the PEN.
- 2.2.7 Content of PEN if No Deficiencies identified:** If Canada does not note any deficiencies during its Preliminary Technical Evaluation, Canada will provide the relevant bidder with a "nil" response.
- 2.2.8 Content of PEN if Deficiencies identified:** If Canada notes deficiencies during its Preliminary Technical Evaluation, Canada will provide to each bidder a list of the mandatory requirements that:
- i) have not been addressed at all;
 - ii) have not been sufficiently addressed; and
 - iii) are addressed in such a way that the Preliminary Technical Bid would be declared non-compliant if submitted on the Final Closing Date.

For example, the PEN might consist of the following:

The Preliminary Technical Bid, if submitted on the final closing date, would at a minimum be declared non-compliant for failing to meet the following requirements:

- *The requirement to submit an OEM certification set out in Article 3.2(b);*
- *The experience requirements set out in Article 3.1(a).*
- *The mandatory requirements for the servers set out in Attachment 3A under the heading XXX.*

While Canada will note the mandatory requirement not met by the Preliminary Technical Bid, Canada will not indicate to the bidder how the deficiency can be corrected.

Canada will also not respond to questions about the PEN. If Canada determines that a Preliminary Technical Bid is substantially deficient (i.e., there are more than [5] deficiencies identified, Canada reserves the right not to conduct a full review, in which case Canada will identify to the bidder only those deficiencies noted by Canada before it ceased its review. In addressing the information in PENs to finalize their bids, bidders should ensure that the elements of the bid remain consistent following any changes made.

- 2.2.9 Timing for issuing the PEN:** The time it takes for Canada to issue the PENs will depend on the number of Preliminary Technical Bids received and their quality. Canada does not commit to issue



the PENs within a specific amount of time. However, it will issue all PENs to the bidders on the same day.

2.2.10 Bidder Solely Responsible for Submitting Compliant Bid on the Final Closing Date: Despite Canada's issuance of the PENs, each bidder is solely responsible for ensuring that its bid submitted on the Final Closing Date is accurate, consistent, complete and fully compliant. Canada does not guarantee that it will identify every deficiency during its Preliminary Technical Evaluation. By submitting a Preliminary Technical Bid, the bidder is agreeing that Canada's evaluation at this stage is only preliminary and that Canada will not be responsible in any way for failing to identify any omission, deficiency or non-compliance during its Preliminary Technical Evaluation.

Final Closing Date (Submission of Final Bid)

2.2.11 Final Closing Date: Canada will notify all bidders of the final closing date and time (the "Final Closing Date") when it issues the PEN. The Final Closing Date will allow the bidders at least 5 full federal government working days to finalize their bids. For example, Canada issues the PENs on Monday. That day will not be counted. Assuming there are no holidays during this period, the bidders will have Tuesday, Wednesday, Thursday, Friday, and the following Monday to refine its bid. The Final Closing Date will be no earlier than the following Tuesday.

2.2.12 Submission on the Final Closing Date:

- i) If the bidder has received a "nil" response indicating that Canada did not note any deficiencies during its Preliminary Technical Evaluation, on the Final Closing Date the bidder may submit:
 - (A) all the remaining portions of its bid; and
 - (B) a statement that its Preliminary Technical Bid submitted on the Preliminary Closing Date form part of its final bid.
- ii) If the bidder received a PEN from Canada about deficiencies, on the Final Closing Date the bidder may submit all the remaining portions of its bid plus one of the following:
 - (A) a complete replacement of its Preliminary Technical Bid submitted on the Preliminary Closing Date;
 - (B) a supplement to its Preliminary Technical Bid submitted on the Preliminary Closing Date with additional information and a statement that its Preliminary Technical Bid submitted on the Preliminary Closing Date form part of its final bid.

2.2.13 Evaluation: Canada will conduct the evaluation of the bids submitted on the Final Closing Date in accordance with the bid solicitation and SSC's Standard Instructions.(or if PSPC templates are used: with Standard Instructions - Goods or Services - Competitive Requirements 2003.)

2.2.14 Role of the Final Closing Date: By submitting a bid, the bidder is agreeing that,

- i) pursuant to the procurement chapter of each of Canada's trade agreements, the "time of opening" is the Final Closing Date, the time at which bids must conform with the mandatory requirements of the solicitation; and
- ii) "Contract A" (in the Contract A/Contract B paradigm for tendering established by the Supreme Court of Canada) is only formed at common law upon the Final Closing Date. Role of the Final Closing Date: By submitting a bid, the bidder is agreeing that, pursuant to the procurement chapter of each of Canada's trade agreements, the "time of opening" is the Final Closing



Date, the time at which bids must conform with the mandatory requirements of the solicitation; and

- iii) “Contract A” (in the Contract A/Contract B paradigm for tendering established by the Supreme Court of Canada) is only formed at common law upon the Final Closing Date.

2.3 Submission of Bids

This section 2.3 applies to Both Preliminary and Final bid closing dates.

2.3.1 Electronic Submission of Bids through P2P

2.3.2 Submission through P2P Mandatory: All bidders must attempt to submit their bids through the P2P portal.

2.3.3 Submissions not permitted after Solicitation Closing: After Solicitation Closing, the P2P system will not permit a bidder to submit a bid.

2.3.4 Format of Bid Documents: Bidders may submit bid documents in any of the following approved formats:

- i.* PDF attachments; and
- ii.* documents that can be opened with either Microsoft Word or Microsoft Excel.

Bidders that submit bid documents in other formats do so at their own risk, as Canada may be unable to read them.

2.3.5 File Size: P2P accommodates individual documents of up to 30MB each. Bidders should ensure that they submit their bid in multiple documents, each of which does not exceed 30MB. Bidders may submit as many documents as necessary.

2.3.6 P2P Availability: If the P2P portal is unavailable for any reason during any part of the 4 hours immediately before Solicitation Closing, bidders are requested to contact the Contracting Authority immediately, both by email and by telephone. If the Contracting Authority confirms that the P2P portal is unavailable for any reason during any part of the 4 hours immediately before Solicitation Closing, the Contracting Authority will extend Solicitation Closing by 24 hours. The Contracting Authority will send notice of any such extension only to those bidders who have sent an email notification to the Contracting Authority indicating their intention to submit a bid. The Contracting Authority will also issue an amendment in P2P. The Contracting Authority is not required to extend Solicitation Closing if the reason a bidder is unable to access the P2P portal is related to that bidder or its systems, rather than an SSC system problem.

2.3.7 Availability of Contracting Authority: During the 4 hours leading up to Solicitation Closing, an SSC representative will monitor the Email Address for Bid Submission and will be available by telephone at the Contracting Authority’s telephone number shown on the cover page of this document (although the SSC representative may not be the Contracting Authority). If the bidder is experiencing difficulties transmitting the email to the Email Address for Bid Submission, the bidder should contact SSC immediately at the Contracting Authority’s coordinates provided on the cover page of this document.

2.3.8 Responsibility for Technical Problems: By submitting a bid, the bidder is confirming it agrees that Canada is not responsible for:

- i.* any technical problems experienced by the bidder in submitting its bid, including attachments rejected or quarantined because they contain malware or other code that is screened out by SSC for security reasons; or



- ii.* any technical problems that prevent SSC from opening the attachments. For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated without that portion of the bid. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

2.3.9 Hand-Delivered Bids: SSC will accept a hand-delivered bid (as a back-up in addition to the P2P submission), in which case the following applies:

- i.* The hand-delivered bid can be:

- a) a soft copy on CD-ROM, or DVD;
- b) a hard copy (i.e., printed on paper); or
- c) a combination of soft and hard copies,

provided that any pricing tables that were provided by SSC to be completed by the bidders are submitted as a soft copy.

- ii.* The hand-delivered bid must be delivered by a representative of the bidder in person or by a courier. SSC will not accept any bid delivered by regular mail.

- iii.* The hand-delivered bid must be received by an SSC representative before Solicitation Closing at the address shown on the cover page of this document (or an alternate location arranged with the Contracting Authority in writing).

- iv.* SSC will only accept a hand-delivered copy of the bid if the bidder has coordinated delivery of that bid with the Contracting Authority. As indicated above, an SSC representative will be available at the Contracting Authority's telephone number during the 4 hours before Solicitation Closing, including for the purpose of coordinating the receipt of hand-delivered bids (the Contracting Authority may also agree, at SSC's discretion, to be available at another time before Solicitation Closing to receive the bid).

- v.* The only circumstances in which SSC will accept a hand-delivered bid after Solicitation Closing is if the bidder can show that the SSC representative was unavailable to receive the hand-delivered bid at the coordinated time, or that no SSC representative was available at the Contracting Authority's telephone number (and no SSC representative responded to voicemail messages left at that telephone number) during the 4 hours leading up to Solicitation Closing.

- vi.* SSC will consult the hand-delivered bid only if there are problems (e.g., missing files, corrupt file, file not readable by SSC, etc.) with all or a portion of the bid submitted by email by Solicitation Closing or if no email bid is received by Solicitation Closing. If SSC consults the hand-delivered bid, it will prevail over the electronically submitted bid.

2.3.10 Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.

2.3.11 Vendors intending to submit a bid are requested to notify the Contracting Authority by email (email address can be found on page 1 of the solicitation document), prior to the Preliminary Closing Date, indicating their intention to submit a bid. Arrangements should be made with the Contracting Authority at least 2 business days in advance of the Preliminary Closing Date stated on the front page. A time slot will be provided by the Contracting Authority to accept the hand delivered response to the RFP.



2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the Preliminary Closing Date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a “proprietary” nature must be clearly marked “proprietary” at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Environmental Information and Associated Bid Requirements

This information is being provided to Bidders to assist them in preparing their bids. It is provided purely for information purposes.

Where indicated in this section, the Bidder must submit the required information with their bid at time of bid closing.

2.6.1 Physical Space Available

i. CRA Winnipeg Mail Production Area

Accessible through double doors (70” W X 94” H) the mail production area is divided into two rooms with:

- a) 13,500 square feet in total of which 3,350 is occupied by the Inserters (26’ X 130’);
- b) concrete floor covered with floor tiles;
- c) currently installed base of three (3) 8-station inserters.

ii. CRA Summerside Mail Production Area

Accessible through double doors (70” W X 94” H) the mail production area is:

- a) 8,000 sq. feet in total of which 3,000 is occupied by the Inserters (26’ X 112’);
- b) concrete floor;
- c) currently installed base of three (3) 8-station inserters.



2.6.1.3 Trade in Information for existing inserters

Winnipeg:

Model / Age	Serial #	Inserts	Sheets
Enduro #1/ 2010	953148	109,435,983	204,427,805
Enduro #2/ 2010	953149	104,300,337	192,297,938
Enduro #3/ 2010	953151	103,603,648	198,187,748

Summerside:

Model / Age	Serial #	Inserts	Sheets
Enduro #1	953147	116091552	192,551,383
Enduro #2	952888	123496430	242,069,491
Enduro #3	953150	125537464	239,875,049

* Please note that the computers on the Summerside inserters were replaced in September 2011, approximately 6 months after installation, which resulted in the counts being reset to 0.

2.7 Non-Disclosure Agreement

By submitting a response, the Bidder agrees to the terms of the non-disclosure agreement below (the "Non-Disclosure Agreement"):

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



PART 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.1.1 Bidders must provide a list of names, or other related information as needed, pursuant to section 01, Integrity Provisions - Bid of Standard Instructions 2003 - Goods or Services - Competitive Requirements

3.1.2 Copies of Preliminary Technical Bid: The Bidder is requested to submit 2 hard copies and 3 soft copies of the Preliminary Technical Bid

- a) **No Financial Information in Preliminary Technical Bid:** Canada requests that bidders not include any financial information in their Preliminary Technical Bid. If a bidder submits information other than the Preliminary Technical Bid, Canada will not provide feedback regarding that information.

3.1.3 Copies of Final Bid: Canada requests that bidders provide their Final Bid in separately bound sections as follows:

Section I: Technical Final Bid (2 hard copies) and (3 soft copies) on CD or DVD

Section II: Financial Bid (1 hard copy) and (1 soft copy) on CD or DVD

Section III: Certifications (1 hard copy) and (1 soft copy) on CD or DVD

Section IV: Supply Chain Security Information (2 soft copies) by CD or DVD

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

3.1.4 Format for Preliminary and Final Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

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

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



3.1.6 Submission of Only One Bid from a Bidding Group

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

For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:

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

3.1.7 Joint Venture Experience

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

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

3.2 Section I: Technical Bid

In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



The technical bid consists of the following:

3.2.1 Preliminary Technical Bid

Preliminary Technical Bid: The Preliminary Technical Bid consists of the following:

Form 1 - Bid Submission Form

Bidders are requested to include the Bid Submission Form (Form 1, attached) 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.

Form 2 - Substantiation of Technical Compliance Form

The technical bid must substantiate the compliance of the Bidder and its proposed products with the specific articles of Annex A (Statement of Requirement) identified in Form 2 Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder Document Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

3.2.2 Final Bid

The bidder is requested to submit its Final technical bid consisting of the final version of the Preliminary Technical Bid.

3.3 Section II: Financial Bid

3.3.1 Pricing: Bidders must submit their financial bid as part of their Final Bid in accordance with the "**Form 3 Financial Bid Presentation Sheet**". The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

3.3.2 All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, 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.

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



3.3.4 Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered.

3.3.5 Trade-in Value

The trade in value the Bidder has offered for the existing units at each site will be deducted from the Bidder's total proposal price provided at Annex B to determine the Bidder's bid evaluation price, as follows:

Example: Bidder 1	Trade in value of the 3 units at Winnipeg	= \$500,000.00
	Trade in value of the 3 units at Summerside	= \$500,000.00
	Total trade in value for both sites	= \$1,000,000.00
Bidder 1	Bid price for all the units for both sites	= \$2,500,000.00
	Trade in	= \$1,000,000.00
	Bid Evaluation Price	= \$1,500,000.00

3.4 Section III: Certifications

Bidders must provide the required certifications and documentation in order to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and documentation are not completed and submitted as requested. Refer to Part 5 "Certifications" of this document for more details on the certifications that are required for this solicitation.

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

A complete SCSI response consists of the following:

- a) IT Product List
- b) List of subcontractors



PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION FOR THE FINAL BID

4.1 Evaluation Procedures

4.1.1 Evaluation: Canada will conduct the evaluation of the bids submitted on the Final Closing Date in accordance with the bid solicitation, including Standard Instructions 2003.

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

4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

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

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

4.2 STEP 1 – Evaluation of Supply Chain Integrity (SCI)

4.2.1 Definitions

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

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



4.2.2 Mandatory Qualification Submission Requirements

A supply chain scope diagram is attached at Annex E to provide a visual representation of the Supply Chain Security Information (SCSI) requirement which the Bidders, must provide.

Bidders must submit, with their Response on the RFP Final closing date, the following SCSI:

- (i) IT Product List: Bidders must identify the Products over which Canada's Data would be transmitted and/or stored that will be used and/or installed to perform any part of the Work described in the resulting contract, as well as the following in regards to each Product:
 - (a) Location: identify where the Product is interconnected within any given network for Canada's Data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations center, security operations center, internet or other public network peering points, etc.);
 - (b) Product Type: identify the generally recognized description used by Industry such as appliance, hardware, software, etc. Components of an assembled Product, such as a module or card assembly, must be provided for all layer 3 internetworking devices;
 - (c) IT Component: identify the generally recognized description used by Industry such as firewall router, switch, server, security appliance, etc.;
 - (d) Product Model Name or Number: identify the advertised name or number of the Product by the Product Manufacturer;
 - (e) Description and Purpose of the Product: identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described in the resulting contract;
 - (f) Identify the Product Manufacturer and/or Software Publisher;
 - (g) Name of Subcontractor refers to the subcontractor that will provide the Product.

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

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



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

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

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

4.2.3 Assessment of Supply Chain Security Information

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



- (d) The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 10 calendar days following the day on which Canada's written notification is sent to the Bidder, (or a longer period specified in writing by the Contracting Authority).
 - (e) If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the response will be disqualified.
- (iv) By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:
- (a) qualification pursuant to this RFP does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;
 - (b) qualification pursuant to this RFP does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
 - (c) at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.
 - (d) during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.
- (v) Any Bidder that has qualified under this RFP will be required, when responding to any subsequent bid solicitation under this solicitation process, to propose a solution consistent with the final version of the Supply Chain Security Information it submitted with its response to this RFP (subject to revision only pursuant to the paragraph below). Except pursuant to the paragraph below, no alternative or additional Products or subcontractors may be proposed in the Bidder's solution. This is a mandatory requirement of this solicitation process. The proposed solution during any subsequent bid solicitation does not need to contain all the Products within the final Supply Chain Security Information.
- (vi) Once a Bidder has been qualified in response to this RFP, no modifications are permitted to the Supply Chain Security Information except under exceptional circumstances, as determined by Canada. Given that not all the exceptional circumstances can be foreseen, whether changes may be made and the process governing those changes will be determined by Canada on a case-by-case basis.



4.3 STEP 2 - Technical Evaluation

4.3.1 Mandatory Technical Criteria:

- i.* Each bid will be reviewed to determine whether it meets the procedural mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words “must” or “mandatory” or the letter (M)” is a mandatory requirement.
- ii.* Claims in a bid that a future upgrade or release of any of the products included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at Final bid closing, will not be considered.
- iii.* The mandatory technical requirements are described in in Form 2 Substantiation of Technical Compliance Form.
- iv.* Bids that do not comply with Procedural mandatory requirements and each and every mandatory requirement under Form 2 will be declared non-responsive and be disqualified.

4.4 STEP 3 - Financial Evaluation

4.4.1 The financial evaluation will be conducted by calculating the Total Bid Price using Form 3 - Financial Bid Presentation Sheet completed by the bidders. **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.

4.5 STEP 4 – Proof of Proposal (PoP) for Top-Ranked Bid:

- i.* The Bidder with the lowest priced technically compliant bid (identified after step 3 - the financial evaluation) will proceed to the Proof of Proposal Testing phase of the evaluation. The Contracting Authority will request that the Bidder provide its proposed solution for demonstration and Proof of Proposal (POP) testing at a CRA designated site, with the participation and assistance of the Bidder.
- ii.* Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Form 2. The PoP test will take place at a site in the Winnipeg Region provided by Canada that recreates the technical environment described in Annex A. If there is an obvious discrepancy between the product or the performance of the products provided for Proof of Proposal Testing and the solution proposed in the Bidder’s proposal, Canada reserves the right to conduct whatever further tests are required to validate the Bidder’s proposal.
- iii.* The mandatory requirements of the PoP test are defined in Form 2 – Substantiation of Technical Compliance. The requirements marked as “N/A” will not be tested.
- iv.* Within thirty (30) calendar days of a request from the Contracting Authority, the Bidder with the highest ranked responsive bid must deliver their solution ready for test at a CRA/SSC designated site in the Canada’s National Capital Region (to be determined prior to Bidder notification).
- v.* The Proof of Proposal testing timeline shall not exceed fifteen (15) working days, unless extended in writing by the Contracting Authority at Canada’s sole discretion. If a deficiency is detected during the Proof of Proposal, the Bidder will have the opportunity to correct any deficiencies (including the provision of replacement equipment) during the Proof of Proposal testing, provided that all deficiencies are corrected within the fifteen (15) working days testing timeline.



- vi.** If the proposed solution fails to meet one of the tested mandatory requirements at the end of the fifteen (15) working day test period, the bid will be declared non-responsive. The Bidder will remove their solution from the test site and Canada will invite the Bidder with the next highest ranked responsive bid to participate in the Proof of Proposal testing phase of the evaluation.
- vii.** Except for printed output, envelopes and inserts which will be supplied by Canada, the selected Bidder will be responsible for all costs associated with supplying, installing and making the test system available and ready for testing including any consumable products that may be required.

4.6 STEP 5 - Basis of Selection

- 4.6.1** A bid must be qualified pursuant to the SCI process, comply with the requirements of the bid solicitation, meet all mandatory requirements, and meet all tested mandatory requirements of the POP criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- 4.6.2** 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.
- 4.6.3** If more than one bidder is ranked first because of identical price then the following tie-breaking method will apply, in the following order:

 1. The bidder with the lowest unit cost per inserter, if the unit cost per inserter is still identical;
 2. The bidder with the lowest total cost for Maintenance and Support, including Consumables from Year 2 to Year 4.



PART 5 CERTIFICATIONS

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

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

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

5.1 Mandatory Certifications Required Precedent to Contract Award

5.1.1 Code of Conduct and Certifications – Related documentation

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

5.1.2 Federal Contractors Program for Employment Equity – Bid Certification

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

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

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

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

5.2 Additional Certifications Precedent to Contract Award

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



5.2.1 Bidder Certifies that All Equipment and Software is “Off-the-Shelf”

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

5.2.2 OEM Certification

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

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

For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

5.2.3 Certifications Required Precedent to Contract Award

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

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



PART 6 SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirement

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

- a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
- c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

6.1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

6.1.3 For additional information on security requirements, bidders should consult: (<http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>).

6.1.4 In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.2 Insurance Requirements

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



PART 7 RESULTING CONTRACT CLAUSES

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

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

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

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

7.1 Requirement

_____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirement (SOR), in accordance with, and at the prices set out in, the Contract. This includes:

- i. supplying, installing, configuring and implementing the purchased Hardware;
- ii. providing the Hardware Documentation;
- iii. providing maintenance and support services for the Hardware and Software during the Maintenance Period;
- iv. providing training;

to the destinations identified herein.

7.1.1 Client: Under the Contract, the "**Client**" is Shared Services Canada (SSC), an organization with a mandate to provide shared services. This contract will be used by SSC to provide shared services to the Canada Revenue Agency (CRA).

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

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

- i.* any reference to a "**deliverable**" or "**deliverables**" includes the Hardware, maintenance and support, documentation and training.

7.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A Statement of Requirement (SOR) of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.



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

7.3 Standard Clauses and Conditions

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

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

7.3.1 General Conditions:

2030 (2017-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. These General Conditions are amended as follows:

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

7.3.2 Supplemental General Conditions:

4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance; and

4004 (2013-04-25), Supplemental General Conditions – Maintenance and Support for Licensed Software.

apply to and form part of the Contract.

7.4 Security Requirement

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

- i. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).
- ii. The contractor and/or its employees must maintain a valid RELIABILITY Status granted by Canada and approved by Shared Services Canada.
- iii. The contractor and/or its employees MUST NOT remove any PROTECTED or CLASSIFIED information or assets from the identified work site(s).
- iv. The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.
- v. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Shared Services Canada.
- vi. The contractor and its employees must comply with the provisions of the:
 - a. Justice Canada – Security of Information Act (Latest Edition);



b. Industrial Security Manual (Latest Edition).

7.5 Contract Period

7.5.1 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 4 year(s) after Final Acceptance as defined by Annex A Statement of Requirement (SOR); and
- ii.* The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

7.5.2 Option to Extend the Contract:

- i.* The Contractor grants to Canada the irrevocable and continuing option to extend the term of the Contract by up to 3 additional one-year period(s) under the same terms and conditions of the Contract. 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 and at prices set out in Annex B – Basis of Payment.
- ii.* Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.6 Authorities

7.6.1 Contracting Authority

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

Name: _____
Title: _____
Shared Services Canada
Procurement Vendor Relationships
Address: _____
Telephone: _____
E-mail address: _____

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

7.6.2 Technical Authority

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

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____



E-mail address: _____

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

7.6.3 Contractor's Representative

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

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

7.7 Payment

7.7.1 Basis of Payment

- a) **Purchased Hardware:** For providing, installing, configuring and implementing the Hardware in accordance with the Contract, with associated documentation and warranty, Canada will pay the Contractor the firm price(s) set out in Annex B, DDP destination upon Final Acceptance as described in Article 6.3 of Annex A - Statement of Requirement, including all customs duties, Applicable Taxes extra.
- b) **Maintenance and Support Services for the Hardware and Software:** For maintenance and support of the Hardware and Software in accordance with the Contract after the Warranty, Canada will pay the Contractor, in arrears, the firm monthly price(s) set out in Annex B, DDP destination, including all customs duties, Applicable Taxes extra.
- c) **Optional Maintenance and Support Services for the Hardware and Software:** For maintenance and support of the Hardware and Software after the initial Contract Period, if Canada exercises its option to extend the Maintenance Period, Canada will pay the Contractor, in arrears, the firm monthly price(s) set out in Annex B, DDP destination, including all customs duties, Applicable Taxes extra.
- d) **Maintenance and Support Services for the Hardware and Software Outside of the PPM:** For maintenance and support of the Hardware and Software outside of the PPM, Canada will pay the Contractor a firm price per call set out in Annex B, DDP destination, including all customs duties, Applicable Taxes extra, monthly in arrears.
- e) **Training:** For training courses, as and when requested by Canada 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.
- f) **Pre-Authorized Travel and Living Expenses** Canada will not pay any travel or living expenses associated with performing the Work.
- g) **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.



- h) 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.

7.7.2 Method of Payment – Hardware Purchase

H1000C (2008-05-12), Single Payment

7.7.3 Method of Payment - Monthly Payment – Maintenance and Support Services for the Hardware and Software

H1008C (2008-05-12), Monthly Payment

7.7.4 Payment Credits

Each inserter must meet a minimum availability level of 95% of SSC's operational hours, on a monthly basis, commencing on the first day of each month and ending on the last day of each month, over the duration of the contract.

For each inserter, in the months where the availability level has fallen below 95%, the Contractor must provide a credit in the amount of 5% of the monthly maintenance and support rate(s) for the affected inserter(s) for each 1% below the availability level stated above to a maximum amount equal to the total monthly maintenance charges for each inserter that failed to meet the availability level. The calculation to determine the amount of credit owed to Canada will be performed every six months after the Date of Contract.

The aforesaid amount and credit is agreed to be a fair and reasonable estimate of such damages or loss to Canada.

Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any service or supplies monies owing at any time by Canada to the Contractor, any liquidated damages or credits owing and unpaid under this article.

Nothing in this article is to be interpreted as limiting the rights and remedies which Canada may otherwise be entitled to under the Contract, including the right to terminate the Contract for default.

7.7.5 Repeated Non-Performance: Should the inserter system(s) fail to meet the Inserter Availability level following Contract award, one or more of the following remedies may be applied upon the written notification of SSC, at no additional cost to SSC:

- (i) Contractor must provide SSC with additional on-site personnel;
- (ii) Contractor must repair or replace the failing equipment;

If SSC chooses the replacement of failing equipment option:

- (a) Commencing on the date of Ready for Use, the inserter(s) must meet the minimum availability level for the duration of the test period.
- (b) If the minimum inserter Availability level is not met over the test period, the test will continue on a day to day basis until the objective is met.
- (c) SSC may, at its sole discretion, extend the test period to a maximum of 60 days, or require the Contractor to replace the equipment with new equipment.
- (d) Each serviceable replacement inserter will be subject to verification against any or all mandatory requirement of the Statement of Requirement during Acceptance Testing.



- (e) During Acceptance Testing the Contractor is responsible for the correction of any deficiencies found in the inserter (s), these corrections must be made within the acceptance period.
- (f) The Contractor must remove any failed inserters within 72 hours of written notification, at no cost to SSC.
- (g) The replacement equipment will not be considered as accepted until all of the equipment has successfully met the acceptance criteria as stipulated in Sections a) and b).
- (h) Following successful completion of the acceptance testing of the inserter(s), the Technical Authority will advise the Contractor and the Contracting Authority - in writing - that the inserter(s) have passed acceptance.
- (i) The date of acceptance will be the date of successful completion of Acceptance Testing for each replacement inserter.

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

7.7.7 Termination for Failure to Meet the Availability Level: In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:

- a) the total amount of credits for a given monthly billing cycle reach a level of 10%; or
- b) the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three-month notice period expires, unless the Contractor has sustained the Availability Level during those months.

7.7.8 Credits Apply during Entire Contract Period: The Parties agree that the credits apply throughout the Contract Period.

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

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

7.7.11 Canada's Rights & Remedies not Limited: The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.

7.7.12 Audit Rights: The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are



inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.8 Limitation of Expenditure

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

7.9 Advance shipping notice

The Contractor should submit an advance shipping notice through the SSC P2P portal to notify SSC of the pending delivery of the goods under this Contract within 24 hours after shipping the goods. For ongoing or continuing services, the advance shipping notice will not be necessary as the Contractor must provide monthly invoices in accordance with the invoicing instructions provided in the Contract.

7.10 Invoicing Instructions

7.10.1 The Contractor can submit invoices electronically through the SSC P2P portal in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method.

7.10.2 For Purchase Orders, the Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.

7.10.3 If the Contractor submitted an advance shipping notice, the invoice should be linked to this advance shipping notice in the SSC P2P portal. The Contractor may link more than one advance shipping notice to the invoice. The invoice must match the total quantity and price of the advance shipping notices.

7.11 Certifications

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

7.11.1 Federal Contractors Program for Employment Equity – Default by the Contractor

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

7.12 Applicable Laws

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



7.13 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 clauses incorporated by reference in these Articles of Agreement;
- (b) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- (c) 4004 (2013-04-25), Supplemental General Conditions – Maintenance and Support for Licensed Software;
- (d) 2030 (2017-04-04), General Conditions - Higher Complexity - Goods
- (e) Annex A, Statement of Requirement;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Security Requirements Check List.;
- (h) Annex D, SCSI Submission Form;
- (i) Annex E, SCI Scope Diagram
- (j) Annex F, Federal Contractors Program for Employment Equity – Certification
- (k) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.14 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

7.15 Foreign Nationals (Canadian Contractor)

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.*

7.16 Foreign Nationals (Foreign Contractor)

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

7.17 Insurance Requirements

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



7.18 Joint Venture Contractor

- 7.18.1** The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: [*Insert all the joint venture members named in the Contractor's original bid*].
- 7.18.2** 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.
- 7.18.3** All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the Work in any way.
- 7.18.4** All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- 7.18.5** The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- 7.18.6** The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

7.19 Supply Chain Security Clauses

- i.* “Product” means any hardware that operates at the data link layer of the OSI Model (layer 2) and above, any software and Workplace Technology Devices.
- ii.* “Workplace Technology Devices” means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.
- iii.* “Canada’s Data” means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
- iv.* “Work” means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

7.19.1 On-going Supply Chain Integrity Process

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



- b) a list of subcontractors; and
- c) network diagram(s).

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

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

The Contractor, starting at contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged. Changes made to the IT Product List must be accompanied with revised Network Diagram(s) when applicable.

The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its “technology roadmap” or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavor to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.

Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.

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

iii. Identification of New Security Vulnerabilities in SCSI already assessed by Canada:

The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.

The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSI that have already been the subject of an SCSI assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

iv. Addressing Security Concerns:

If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.



At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:

- (a) provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
- (b) if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
- (c) implement the mitigation plan approved by Canada.

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.

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

v. Cost Implications:

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:

- (i) with respect to Products already assessed without security concerns by Canada pursuant to an SCSi assessment, evidence from the Contractor of how long it has owned the Product;
- (ii) 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;
- (iii) 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;
- (iv) the normal useful life of the Product;
- (v) any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
- (vi) the normal useful life of the proposed replacement Product;



- (vii) the time remaining in the Contract Period;
- (viii) 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;
- (ix) whether or not the Product being replaced can be redeployed to other customers;
- (x) 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;
- (xi) 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
- (xii) the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.

Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.

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.

vi. General:

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.

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.

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.

If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the



terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 8(3).

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

7.19.2 Subcontracting

Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Contracting Authority has first consented in writing. In order to seek the Contracting Authority's consent, the Contractor must provide the following information:

- (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 CISC completion; and
- (f) any other information required by the Contracting Authority.

For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

7.19.3 Change of Control

At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:

- (a) an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
 - (i) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - (ii) the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (iii) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- (b) a list of all the Contractor's shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;
- (c) a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and



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

If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions – Higher Complexity – Services), provided the information has been marked as either confidential or proprietary.

The Contractor must notify the Contracting 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 Federal Government Working Days (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.

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.

If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.

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

In this Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.

Despite the foregoing, Canada’s right to terminate on a “no-fault” basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the



ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.

7.20 Limitation of Liability - Information Management/Information Technology

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

7.20.1 First Party Liability:

- i.* The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - a) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - b) physical injury, including death.
- ii.* The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii.* Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv.* The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph 7.20.1.1 above.
- v.* The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
 - a) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - b) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph 7.20.2.5.2 of the greater of 0.5 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 \$6,000,000.00. In any case, the total liability of the Contractor under subparagraph



2.5 will not exceed the total estimated cost (as defined above) for the Contract or \$6,000,000.00, 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.

7.20.2 Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, 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 7.20.3.1, with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 7.20.3.

7.21 Hardware

With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes	
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No	
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes	
Delivery Locations	Summerside Print Room/Site	Summerside Tax Centre, 275 Pope Rd., Summerside, Prince Edward Island; C1N 5Z7 Delivery Contact: Trevor Neil, (902) 432-5118



	Winnipeg Print Room/Site	Winnipeg Tax Centre, 66 Stapon Rd, Winnipeg, Manitoba, R3C 2M2 Delivery Contact: Dave Sheridan, (204) 984-5016
Delivery Date	Inserters must be delivered to the delivery locations, with full implementation and Final Acceptance at the two sites to be completed within 90 days after Contract Award.	
Contractor must deliver Hardware Documentation	Yes	
Contractor must update Hardware Documentation throughout Contract Period	Yes	
Language of Hardware Documentation	The Hardware Documentation is only required to be delivered in English, and if available, in French.	
Format and Medium on which Hardware Documentation must be Delivered	As specified in Annex A – Statement of Requirement (SOR)	
Special Delivery Requirements	Yes Refer to Annex A – Statement of Requirement (SOR)	
Special Site Delivery or Installation Requirements	Yes Refer to Annex A – Statement of Requirement (SOR)	
Responsibility for Special Site Delivery or Installation Requirements	The Contractor	
Contractor must Install Hardware at time of Delivery	Yes	
Contractor must Integrate and Configure Hardware at time of Installation	Yes	
Availability Level Testing will be performed before Acceptance	Yes	
Availability Level Test Period for pre-Acceptance Availability-level Testing	5 calendar days	
Who will perform availability-level testing	Canada	
Minimum Availability Level for Hardware	95% The calculation of this availability is based on Annex A Statement of Requirement (SOR).	
Hardware Warranty Period	12-month from Final Acceptance Date.	
Hardware Maintenance Period	3 years from the expiry date of the Warranty Period.	
Option to Extend Hardware Maintenance Period	For the purchased Hardware, the Contractor grants to Canada an irrevocable option to extend the Hardware Maintenance Period by up to 3 one-year periods. These 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.	
Class of Maintenance Service	<i>On-Site Maintenance Service</i>	
Principal Period of Maintenance (PPM)	PPM means Operating time as defined in the Statement of Requirement (SOR)	



Remedial Maintenance	Despite Article 26.3 of 4001, for each print site, when SSC requests remedial maintenance and support services, the Contractor's services representative must respond by telephone within one hour and must arrive on-site within two hours of a call from the Client or Designate to the Contractor's service organization.
Toll-free Telephone Number for Maintenance Service	[to be completed with information from the Contractor at the time of award]
Website for Maintenance Service	[to be completed with information from the Contractor at the time of award]

7.22 Licensed Software

With respect to the provisions of Supplemental General Conditions 4004:

Licensed Programs	[to be completed with information from the Contractor at the time of award]	
Software Support Period	3 years from the expiry date of the Warranty Period.	
Software Support Period when Additional Licenses added during Contract Period	In order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance, the full amount will apply on the existing Licensed Software.	
Contractor must keep track of software releases for the purpose of configuration control in the two locations:	Summerside Print Room/Site	Summerside Tax Centre, 275 Pope Rd., Summerside, Prince Edward Island; C1N 5Z7 Delivery Contact: Trevor Neil, (902) 432-5118
	Winnipeg Print Room/Site	Winnipeg Tax Centre, 66 Stapon Rd, Winnipeg, Manitoba, R3C 2M2 Delivery Contact: Dave Sheridan, (204) 984-5016
Contact information for Accessing the Contractor's Support Services	[to be completed with information from the Contractor at the time of award]	
Language of Support Services	English and if available, French	
Remedial Maintenance	Despite Article 26.3 of 4001, for each print site, when SSC requests remedial maintenance and support services, the Contractor's services representative must respond by telephone within one hour and must arrive on-site within two hours of a call from the Client or Designate to the Contractor's service organization.	
Toll-free Telephone Number for Maintenance Service	[to be completed with information from the Contractor at the time of award]	
Website for Maintenance Service	[to be completed with information from the Contractor at the time of award]	



7.23 Purchased Hardware

The Hardware must be delivered together with any software specified in the Contract or required for the Hardware to function in accordance with the Specifications (the “Licensed Software”). With respect to the Licensed Software:

- i.* It must be the current release and, unless otherwise specified, require no further research or development to meet the Specifications;
- ii.* It must be supported by, and fully compatible with, the Hardware up to the limit of the Hardware’s expansion capability. The Contractor must completely integrate and interface the Licensed Software with the Hardware before acceptance;
- iii.* The Contractor grants a single, perpetual, non-exclusive license to Canada for the Client to use the Licensed Software in accordance with the Contract. This license allows the Client to install, copy, deploy and use the Licensed Software.

7.24 Usage Estimates

Estimated annual insertions for the initial contract period are:

YEAR	NUMBER OF INSERTIONS
One	83,566,358
Two	79,286,638
Three	75,077,206
Four	71,323,345

Projected Volumes - Initial 48-Month Term

Estimated annual insertions for the optional periods are:

YEAR	NUMBER OF INSERTIONS
Five	67,757,177
Six	64,369,318
Seven	61,150,852

Projected Volumes - Optional Term

7.25 Warranty

Notwithstanding Section 14.0 - Warranty for Purchased Hardware, in Supplemental General Conditions 4001, the 12-month warranty period will not be considered to have commenced until all inserters are delivered, installed on-site and accepted by Canada.

The warranty period (included) shall be for a period of 12 months following Final Acceptance.



7.26 Termination for Convenience of Maintenance and Support Services for the Hardware and Software

Regardless of the Contract Period and despite the Termination for Convenience provisions contained in the General Conditions, Canada may terminate for convenience, at no cost to Canada, any maintenance and support services for the Hardware and Software being provided under the Contract. Canada will provide the Contractor 30 calendar days of advance written notice if it terminates the maintenance and support services for convenience and will be liable to the Contractor to pay only any unpaid maintenance and support charges that have accrued up to and including the date of termination.

7.27 Access to Canada's Property and Facilities

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

7.28 Removal of Existing Inserters

The Contractor is responsible for the removal of Shared Services Canada owned inserters. Only the inserters listed under Article 7.28.1 "Enduro 590 Inserters List" are subject to removal by the Contractor. The existing Enduro 590 Inserters must be removed after notice of Final Acceptance of each replacement inserter at each PTM Production Site has been issued by Canada.

If the Contractor is required to remove any of the Enduro 590's from the sites to enable installation of the replacement inserters, the Contractor will be required to retain these inserters (not disposed of or rendered unusable) until Final Acceptance has been issued by Canada. Any costs associated with temporary storage of these inserters will be the responsibility of the Contractor. No asset transfer will take place until Final Acceptance has been issued for all replacement inserters.

7.28.1 Enduro 590 Inserters List

Serial Number	Site
953148	Winnipeg
953149	Winnipeg
953151	Winnipeg
953147	Summerside
952888	Summerside
953150	Summerside

7.29 Modification to Equipment List/Location

Canada reserves the right to add or remove equipment, locations and billing codes from the Contract upon thirty (30) calendar days advance written notice to the Contractor. Any additions or removal of equipment from the Basis of Payment at Annex B shall be evidenced through a formal Contract amendment.



7.30 Transition Services at End of Contract Period

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

7.31 Communications

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



ANNEX A – STATEMENT OF REQUIREMENT (MANDATORY)

Note: Annex A is provided as a separate attachment.



ANNEX B – BASIS OF PAYMENT

Note: Annex B will be inserted at Contract Award.



ANNEX C – SECURITY REQUIREMENTS CHECK LIST

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Government of Canada / Gouvernement du Canada

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

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

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

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

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

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

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

Special comments:
Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



ANNEX D – SCSI SUBMISSION FORM

Note: Annex D is provided as a separate attachment



ANNEX F – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

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



FORM 1 – BID SUBMISSION FORM

Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</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.]		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]		
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
Signature of Authorized Representative of Bidder		



FORM 2 – SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM

Note: Form 2 is provided as a separate attachment.



FORM 3 – FINANCIAL BID PRESENTATION SHEET

Note: Form 3 is provided as a separate attachment.



FORM 4 – OEM CERTIFICATION FORM

Form 4

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 _____



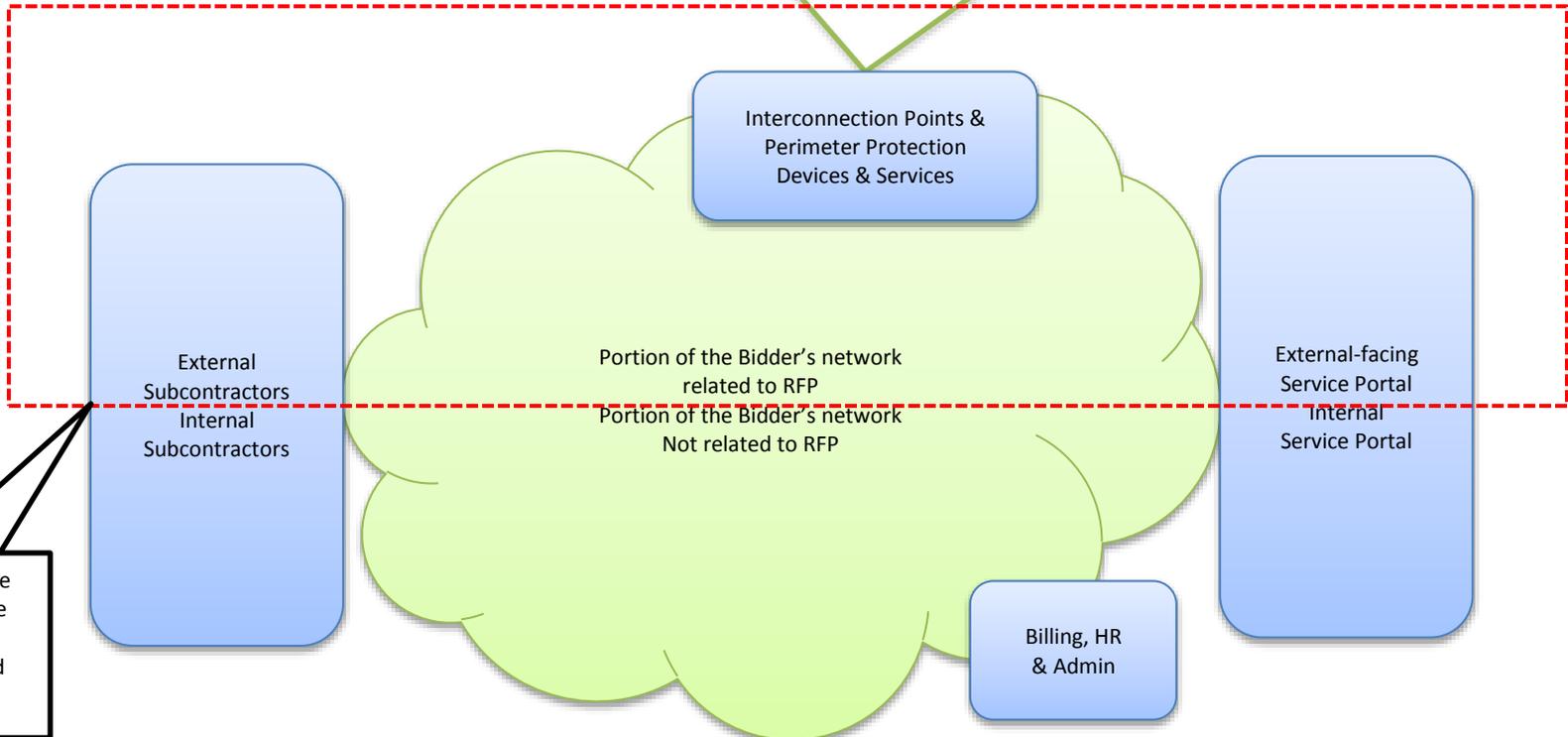
ANNEX E – SCI SCOPE DIAGRAM

Solution components within red dotted box considered in scope for SCSi submission

- IT Product List
- Subcontractor List
- Reference Architecture

GC Network

Internet, PSTN, or other external commercial infrastructure



Reference Architecture should clearly indicate demarcation lines between external and internal regions