

SHARED SERVICES CANADA

Request for Quotation for Touch Screen Monitors for Canada Border Services Agency

Solicitation No.	RFQ 2BH869028/A	Date	January 4th, 2019
GCDocs File No.	2BH869028	GETS Reference No.	PW-19-00858337
Client Reference No.	10000340882/2018004	Requisition No.	ITPRO#26005

Issuing Office	Shared Services Canada 180 Kent Street, 13 th Floor Ottawa, Ontario K1P 0B5		
Contracting Authority (The Contracting Authority is the contact for all aspects of the procurement process, including questions and comments about this document)	Name	Mark Milloy	
	Telephone No.	613-462-9417	
	Email Address	mark.milloy@canada.ca	
	Postal Address	180 Kent Street, 13 th Floor Ottawa, Ontario K1P 0B5	
PART 1 – Preliminary Closing Date and Time	January 16 th , 2019 at 2:00PM (referred to in this solicitation as “ Preliminary Closing Date ”)		
PART 2 – Final Closing Date and Time	January 28 th , 2019 at 2:00PM (referred to in this solicitation as “ Final Closing Date ”)		
Time Zone	Eastern Savings Time (EST)		
Destination of Goods/Services	See Annex B		
Invoices	(Further Client coordinates to be inserted at contract award)		
Email Address for Submitting your Bid by Preliminary and Final Closing Date	mark.milloy@canada.ca		

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1. General Information

1.1 Overview

- a) **SSC Requirement and Potential Client Users:** 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. In addition to the Government of Canada, SSC may also serve a government of a province or municipality in Canada, a Canadian aid agency, a public health organization, an intergovernmental organization or a foreign government.
- b) **Non-Exclusive Engagement:** This procurement process does not preclude SSC from using another method of supply for any of its Clients with the same or similar needs, unless any resulting instrument expressly indicates otherwise. Also, no government of a province or municipality in Canada, Canadian aid agency, public health organization, intergovernmental organization or foreign government is ever required to use any resulting instruments.
- c) **Nature of Requirement:** SSC has a requirement for Canada Border Services Agency to provide Touch Screen Monitors as per Annex A - Statement of Requirement and Annex B – List of Deliverables and Prices, plus the option to purchase additional quantities specified therein.
- d) **Number of Resulting Contract(s):** SSC intends to award of one (1) contract.
- e) **Term of Resulting Contract(s):** SSC is currently contemplating a contract period of three (3) years, plus two (2) option periods of one (1) year each.

1.2 National Security Exception

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.

1.3 Security Requirements

The following requirements must be met by the date of contract award:

- (a) 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 Works and Government Services Canada (PWGSC).
- (b) The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- (c) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (d) The Contractor must comply with the provisions of the:
 - i) Security Requirements Check List – see Annex C – Security Requirements
 - ii) Industrial Security Manual (Latest Edition).

1.4 Pre-Bid Compliance Process (PBCC) Pilot Project

SSC is running a pilot project involving a Pre-Bid Compliance Check Process. Details are provided in Part 2.

1.5 Bidder Conference

A bidders' conference in the form of a Webex will be held on **Friday, January 11, 2019**. The conference will be held from **1:00PM-2:00PM EST**.

The PBCC 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 register by emailing the following information to Contracting Authority at mark.milloy@canada.ca no later than **4:00PM EST, Wednesday, January 9, 2018**.

1. Bidder's name (Organization)
2. Bidder's contact email address
3. Language Preference (French or English)

Once all responses are received, the Contracting Authority will email an official invitation to all Registrants.

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

2. Instructions for Bidders

2.1 Standard Instructions, Clauses and Conditions

- a) All instructions, clauses and conditions identified in this document and any of its attachments by number, date and title are either:
 - i) set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada; or
 - ii) included as attachments.

These documents are incorporated by reference and they form part of this document as though they were expressly set out here in full.

- b) Section 01 only of Public Services and Procurement Canada's 2003 Standard Instructions - Goods or Services - Competitive Requirements (bearing the most recent date before the date this solicitation was issued) is incorporated by reference into and forms part of this solicitation.
- c) SSC's Standard Instructions for Procurement Documents No. 1.4 ("**SSC's Standard Instructions**") are incorporated by reference into and form part of the solicitation. If there is a conflict between the provisions of SSC's Standard Instructions and this document, this document prevails.
- d) With respect to SSC's Standard Instructions:
 - i) The bid validity period is as set out in SSC's Standard Instructions.
- e) By submitting a bid, as set out in the Bid Submission Form, the bidder is confirming that it agrees to be bound by all the instructions, clauses and conditions of the solicitation, including those incorporated by reference.

2.2 Questions and Comments

Questions and comments about this solicitation can be submitted in accordance with the section of SSC's Standard Instructions entitled "**Questions and Communications**". However, instead of the deadline specified in SSC's Standard Instructions, the deadline for submitting questions is two (2) Federal Government Working Days (FGWDs) before the Final Closing Date.

2.3 Procurement Modernization – PBCC Pilot Project Procurement Modernization

- (a) **Bidders are invited to submit a Pre-Bid:** Canada invites bidders to submit the following:
 - i) Draft responses to the **mandatory** technical requirements

This is referred to as a "**Pre-Bid**". The submission of a Pre-Bid by any Bidder is optional and is not a pre-condition to submitting a bid on the closing date. Canada will not return Pre-Bids to bidders, but will treat Pre-Bids the same way it treats bids, in accordance with Section 1.8 (j) of SSC's Standard Instructions.

- (b) **How to submit a Pre-Bid:** A bidder may submit a Pre-Bid:

- i) By email to the Contracting Authority. When a Pre-Bid is received by email, the Contracting Authority will send an email acknowledgement back to the bidder. If the bidder does not receive an email acknowledgement, the bidder is encouraged to follow-up by telephone with the Contracting Authority; and
- ii) The bidder is requested to submit a response to technical mandatory requirements only consisting of the following:
 - a. Form 1 - Bid Submission Form
 - b. Form 6 - Substantiation of Technical Compliance Form

This is referred to as “Preliminary Technical Bid”

- (c) **A Pre-Bid will only be reviewed if submitted by the Pre-Bid Deadline:** Canada will review only Pre-Bids submitted by no later than 1:59PM Friday, January 16th, 2019 (EST) (the “Pre-Bid Deadline”). Canada will, to the extent reasonably possible, review Pre-Bids in the order in which they are submitted, but may also group review several Pre-Bids concurrently. This means that a bidder that submits a Pre-Bid earlier may receive Canada’s feedback sooner than another bidder submitting a Pre-Bid on a later date. Canada will review only one Pre-Bid from each bidder (i.e., after receiving feedback, the bidder cannot submit a new version of its Pre-Bid for review). If the closing date is extended after the Pre-Bid Deadline has passed, the Pre-Bid Deadline will not be extended by Canada (i.e., the Pre-Bid Deadline can only be extended before it has passed).
- (d) **Canada will provide Feedback on Pre-Bids:** The Contracting Authority will provide confidential feedback to each bidder that has submitted a Pre-Bid by the Pre-Bid Deadline. Canada will normally provide that feedback by email and the bidder is deemed to have received Canada’s feedback at the time it is sent by Canada. Canada is not responsible for any technical delays in the receipt by the bidder of its feedback.
- (e) **Nature of Canada’s Feedback where No Deficiencies identified:** If Canada does not note any deficiencies during its review of a Pre-Bid, Canada will provide the relevant bidder with a “nil” response.
- (f) **Nature of Canada’s Feedback where Deficiencies identified:** If Canada notes deficiencies during its review of a Pre-Bid, Canada will provide written feedback to the bidder indicating any mandatory requirements that Canada has noted:
 - i) have not been addressed at all;
 - ii) have not been sufficiently addressed; and
 - iii) are addressed in such a way that the Pre-Bid would be declared non-compliant if submitted on the closing date.

While Canada will note the reason the Pre-Bid is deficient, Canada will not indicate to the bidder how the deficiency can be corrected. For example, the feedback might consist of statements such as the following:

The OEM certification appears to have been signed by a representative of the bidder rather than the OEM.

The Pre-Bid did not demonstrate that the bidder has 3 years of experience on the Pre-Bid closing date.

The Pre-Bid did not demonstrate that proposed equipment meets the specifications set out in Annex B.

The Pre-Bid did not demonstrate that the bidder has an existing portal for placing service orders.

Once Canada has indicated that a specific mandatory requirement has not been met, Canada is not required to breakdown each way in which the bidder has failed to meet the mandatory requirement. Canada will also not respond to questions about the feedback. If Canada determines that a Pre-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 Canada's feedback, bidders should ensure that the elements of the bid remain consistent following any changes made.

- (g) **Timing for Providing Feedback:** The time it takes for Canada to provide the feedback will depend on the number of Pre-Bids received and their quality. Canada does not commit to provide its feedback within a specific amount of time. If Canada has not provided feedback with respect to the Pre-Bids at least 5 FGWDs before the scheduled closing date, the closing date will be extended so that the last bidder to receive its confidential feedback has 5 full FGWDs (the day of receipt of the feedback is not counted) to finalize its bid prior to the closing date. For example, Canada sends the feedback to the last bidder on Monday at 10am. Assuming there are no holidays during this period, the bidder will have Tuesday, Wednesday, Thursday, Friday, and the following Monday to refine its bid. The closing date will be no earlier than the following Tuesday.
- (h) **Bidder Solely Responsible for Submitting Compliant Bid at Closing:** Even if Canada provides feedback regarding a Pre-Bid, the bidder is solely responsible for ensuring that its bid submitted on the closing date is accurate, consistent, complete and fully compliant. Canada does not guarantee that it will identify every deficiency during its review of the Pre-Bid. By submitting a Pre-Bid, the bidder is agreeing that Canada's review 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 review of the Pre-Bid.
- (i) **No Financial Information:** Canada requests that bidders not include any financial information in their Pre-Bid.

3. Preparing and Submitting a Bid in Response to this Solicitation

3.1 General Instructions

SSC's Standard Instructions include instructions with respect to bids that apply in addition to those described in this document.

3.2 Electronic Submission of Bids by Email

- a) **Email Submission of Bid:** Although bidders are permitted to submit a back-up pursuant to paragraph (j), all bidders must attempt to submit their bids by email in accordance with this Article by Solicitation Closing to the email address identified on the cover page of this document as the "Email Address for Submitting your Bid by Preliminary and Final Closing Date".
- b) **Format of Email Attachments:** 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
- c) **Email Size:** Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed 15 MB. Except as expressly provided below, only emails that are received at the Email Address for Bid Submission by Solicitation Closing will be considered part of the bid.
- d) **Email Title:** Bidders are requested to include the Solicitation No. identified on the cover page of this document in the "subject" line of each email forming part of the bid.
- e) **Time of Receipt:** All emails received at the Email Address for Bid Submission showing a "received" time before Solicitation Closing will be considered timely. In the case of a dispute regarding the time at which an email arrived at SSC, the time at which the bid is received by SSC will be determined:
 - i) by the delivery time stamp received by the bidder if the bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
 - ii) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the bidder has not turned on Delivery Status Notification for the sent email.
- f) **Availability of Contracting Authority:** During the 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.

- g) **Email Acknowledgement of Receipt by SSC:** On the day of Solicitation Closing, an SSC representative will send an email acknowledging receipt of each bid (and each email forming part of that bid, if multiple emails are received) that was received by Solicitation Closing at SSC's Email Address for Bid Submission.
- h) **Delayed Email Bids:** SSC will accept an email bid received in the first 24 hours after Solicitation Closing only if the bidder can demonstrate that any delay in delivering the email to the SSC Email Address for Bid Submission is due to Canada's systems. Bids received by email more than 24 hours after Solicitation Closing will not be accepted under any circumstances. As a result, bidders who have tried to submit a bid, but have not received an email acknowledging receipt from SSC shortly thereafter should contact the Contracting Authority so that they can determine whether or not the bid arrived at the SSC Email Address for Bid Submission on time.
- i) **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 emails that fail to arrive because they exceed the maximum email size of 15 MB or that are rejected or quarantined because they contain malware or other code that is screened out by SSC for security reasons; or
 - ii) any technical problems that prevent SSC from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated 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.
- j) **Hand-Delivered Bids:** All bidders must attempt to submit their bids electronically. However, SSC will accept a hand-delivered bid (as a back-up in addition to the email bid), in which case the following applies:
- 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.

3.3 Technical Bid

A complete technical bid consists of all of the elements listed below. These technical requirements have been sub-divided into two types of requirements – those Requested at Final Closing Date and those that are Mandatory at Final Closing Date.

ELEMENTS OF THE TECHNICAL BID THAT ARE REQUESTED AT FINAL CLOSING DATE:

Providing the following elements of the Technical Bid that are requested at Final Closing Date when requested by the Contracting Authority during the evaluation period is mandatory. Canada will contact the bidder if it determines that any information that was requested at Final Closing Date is incomplete or requires correction. Failure to provide or correct the required information within the time provided by the Contracting Authority will result in the bid being declared non-compliant.

- a) **Bid Submission Form (Form 1):** The Bidder is requested to include the Bid Submission Form with its bids. It provides a common form in the bidder can provide information required for evaluation, such as a contact name, the bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended.
- b) **Integrity Check (Form 2):** The bidders is requested to include a completed Form 2 – Integrity Check with its bid. Using the form to provide the information is not mandatory, but it is recommended. If Form 2 is not included with the bid or if Canada determines that the information required by Form 2 is incomplete or requires correction, Canada will provide the bidder with an opportunity to do so. Upon request, the bidder must also provide any further information requested by the Contracting Authority pursuant to Section 01 of PSPC Standard Instructions 2003.
- c) **Certifications:**
 - i) By submitting a bid, the bidder is automatically providing the following certifications set out in SSC's Standard Instructions in the section entitled "**Deemed Certifications from Each Bidder**":

Equipment and Software is "Off-the-Shelf"	No
System is "Off-the-Shelf"	No

- ii) **Hardware Certifications and Approvals**
 - (A) All high-voltage electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, prior to delivery, by an agency accredited by the Standards Council of Canada. Workstations must bear the certification logo that is applicable to the

accredited agency. Current accredited agencies include, but are not exclusively comprised of:

- (1) Canadian Standards Association (CSA);
- (2) Underwriters' Laboratory Inc. (cUL) (cULus);
- (3) Underwriters' Laboratories of Canada (ULC);
- (4) Entela Canada (cEntela);
- (5) Intertek Testing Services (cETL);
- (6) Met Laboratories (cMET);
- (7) OMNI Environmental Services Inc (cOTL); and
- (8) TUV Rhineland of North America (cTUV).

(B) Monitors must comply with the emission limits and labelling requirements set out in the Interference Causing Standard ICES-003, "Digital Apparatus", published by Industry Canada.

iii) The bidder is also required to provide the following certifications described in SSC's Standard Instructions. These certifications are requested at solicitation closing, and the bidder must submit them upon request by the Contracting Authority during the evaluation period if Canada determines that any certification is missing, incomplete or requires correction.

Federal Contractors Program for Employment Equity Certification	Required – please provide the information in the Bid Submission Form
Former Public Servants Certification	Required – please provide the information in the Bid Submission Form
OEM Certification Form (Form 3)	Required – please provide the information using the OEM Certification Form provided in the attachments
Software Publisher Certification Form (Form 4)	Required – please provide the information using the OEM Certification Form provided in the attachments
Software Publisher Authorization Form (Form 5)	Required – please provide the information using the OEM Certification Form provided in the attachments

d) **Test Unit(s):** Canada may, but will have no obligation to, require that the lowest compliant Bidder (identified after the financial evaluation) provide a sample of the goods that it has bid, to allow Canada to verify compliance of the product or solution with any of the requirements of this bid solicitation or described in the bid. If required, the sample, at no cost to Canada, must be delivered to a location specified by Canada, within 10 federal government working days of the Contracting Authority's request. Despite the written bid, if Canada determines as a result of examining the sample that the Bidder's proposed product or solution does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive.

i) Testing will be conducted as per Attachment D – Touch Screen Test Plan.

ELEMENTS OF THE TECHNICAL BID THAT ARE MANDATORY AT FINAL CLOSING DATE:

- e) **List of Deliverables:** Bidders must provide the part numbers for each item described in Annex B – List of Deliverables and Prices.
- f) **Substantiation of Technical Compliance Form (Form 6):** The technical bid must substantiate the compliance of the bidder and its proposed products with the specific articles of the Statement of Requirement identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this 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 does or will meet the requirements and carry out the required Work. Simply stating that the bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the bidder will be declared non-compliant and disqualified. The substantiation may refer to additional documentation submitted with the bid – this information can be referenced in the “Reference” column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the bidder direct Canada to the appropriate location in the documentation.
- g) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution. The Bidder must provide this list in Form 6 within “Software Related Specifications”.

3.4 Financial Bid

- a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Tables provided as Annex B – List of Deliverables and Prices.
- b) **Exchange Rate Fluctuation:** This solicitation does not provide exchange rate fluctuation protection. Any indication in a bid that it is contingent or conditional on exchange rate fluctuation protection will render that bid non-compliant.

3.5 Supply Chain Security Information (SCSI) Submission

The bid must include all the Supply Chain Security Information required by Attachment A, taking into consideration the information provided in Attachment B.

4. Evaluation Process

4.1 General Evaluation Procedures

- a) General evaluation procedures that apply to this solicitation are described in SSC's Standard Instructions.
- b) A bid must comply with all the requirements of the solicitation and meet all mandatory evaluation criteria to be declared compliant.

4.2 Technical Evaluation

- (a) Bids will be reviewed to determine whether they meet the mandatory requirements of the RFQ. All elements of the RFQ that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. If the response with the lowest Total Bid Price is responsive, Canada reserves the right to not review the other responses.
- (b) The Bidder's Solution must deliver, enable and support a working and complete commercially available solution at time of Final Closing Date, which must include any and all components that contribute to the composition of the whole or in part(s), as expressed in the Request for Quotation (RFQ) and its appendices and annexes.
- (c) The Bidder's Solution must meet all the mandatory technical evaluation criteria included in Substantiation of Technical Compliance Form (Form 6).
- (d) **Technical Environment:** The Bidder's Solution must work, be complete and operate with the current CBSA infrastructure as detailed in Annex A, Appendix B - Technical Infrastructure.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Total Evaluated Price using the Pricing Tables completed by the bidders (see Annex B). The Total Evaluated Price will be the sum of the Initial Deliverables Evaluated Price and the Optional Deliverables Evaluated price.
- (b) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.

4.4 SCSI Assessment Process

Canada will assess the Supply Chain Security Information of the bid with the lowest evaluate price in accordance with Attachment A. Canada must approve the SCSI in order for the bid to be declared compliant.

4.5 Evaluation of Other Eligibility Requirements

Before recommending any bid for award (but at any time during the evaluation process), Canada will evaluate whether the bidder meets all eligibility requirements described in this solicitation, including but not limited to:

- a) conducting the Integrity Check described in Section 01 of Public Services and Procurement Canada's 2003 Standard Instructions - Goods or Services - Competitive Requirements to determine if the bidder is eligible for award; and
- b) determining whether the bidder meets the security clearance requirements.

4.6 Basis for Recommending a Bid for Award

- a) Subject to the provisions of this solicitation, including the right to cancel the solicitation without awarding a contract, the compliant bid with the lowest evaluated price will be recommended for award of a resulting contract.
- b) If more than one bidder is ranked first because of identical overall scores, then SSC will perform a coin toss, location and place to be determined if and when necessary, to determine the bid that will be recommended for award.
- c) All Bidders will be informed of the outcome of the RFQ.

5. Resulting Contract Clauses

5.1 Requirement

- a) **(to be inserted at contract award)** (the “**Contractor**”) agrees to supply to the Client the goods described in the Contract, including the Technical Specifications, in accordance with, and at the prices set out in, the Contract. This includes:
- i) supplying the purchased Hardware;
 - ii) hardware documentation;
 - iii) providing maintenance and support services for the Hardware during the Hardware Maintenance Period;
 - iv) granting the license to use the Licensed Software described in the Contract, including drivers; and
 - v) providing maintenance and support services for the Licensed Software during the Software Maintenance Period.
- b) **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 Border Services Agency and 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.
- c) **Reorganization of Client:** The Contractor’s obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- i) any reference to a “deliverable” or “deliverables” includes the Hardware, the Software, the Maintenance and Support for Hardware and Software, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

5.2 Optional Goods and Services

- a) The Contractor grants SSC the irrevocable option to acquire additional quantities described in Annex B - List of Deliverables and Prices of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract for the Client or any other government institution for whom SSC’s services are either mandatory or optional at any point during the life of this contract. The option may only be exercised by the Contracting Authority

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

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

5.3 Security Requirement

- a) 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 Works and Government Services Canada (PWGSC).
- b) The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
- c) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- d) The Contractor must comply with the provisions of the:
 - i) Security Requirements Check List – see Annex C – Security Requirements
 - ii) Industrial Security Manual (Latest Edition).

5.4 Condition of Material

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

5.5 Standard Clauses and Conditions

- a) All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public 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.
- b) For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

5.6 General Conditions:

2030 (2018-06-18), General Conditions – High 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”

5.7 Supplemental General Conditions:

- (a) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

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

5.8 Contract Period:

- a) **Contract Period:** The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
- i) The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends when the initial warranty maintenance and support ends, which is 3 years after the Initial Deliverables have been delivered; and
 - ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

5.9 Option to Extend the Contract:

- a) The Contractor grants to SSC the irrevocable option to extend the term of the Contract by up to two additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- b) SSC may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

5.10 Delivery Date:

- a) The Initial Deliverables must be received within 60 federal government working days after April 1, 2019.
- b) Options to purchase the additional quantities specified in the Annex A - List of Deliverables and Prices –Optional Deliverables, may be exercised through amendments at any time during the Contract Period. All orders against the Optional Deliverables must be received no later than 60 federal government working days from the applicable Contract Amendment date.

5.11 Delivery Location

- a) DDP Destination (Delivery of the requirement will be made to delivery points specified at Annex “B” of the Contract) including all delivery charges and customs duties and Applicable Taxes.
- b) Canada reserves the right to add new delivery and invoicing locations when exercising the optional quantities.

5.12 Authorities

- a) **Contracting Authority**

The Contracting Authority for the Contract is:

Mark Milloy
Senior Procurement Officer
Shared Services Canada
180 Kent Street, 13th Floor

Ottawa, Ontario K1P 0B5
Telephone: (613) 462-9417
Email: mark.milloy@canada.ca

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

b) **Project Authority**

The Project Authority for the Contract is:

Note: The name and contact information will be provided in the resulting contract.

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

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

c) **Contractor Representative**

Note: The Contractor's Representative information should be provided in Form 1 – Bid Submission Form and will be inserted in the Resulting Contract Clause by Canada.

The Contractor Representative for the Contract is:

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

5.13 Payment

a) **Basis of Payment – Initial Deliverables**

- i) **Purchased Hardware:** For providing the Hardware in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B – List of Deliverables and Prices , DDP destination, including all customs duties, GST/HST extra.
- ii) Clients are responsible to pay for any Environmental Handling Fee (EHF) applicable to the deliverables in Annex B, and based on the delivery address(es).

- iii) **Optional Deliverables (Additional Hardware)**
 - (A) For additional Hardware delivered to SSC Clients, if Canada exercises its option, Canada will pay the Contractor the firm price(s) set out in Annex B – List of Deliverables – Optional Deliverables, DDP destination, including all customs duties, Applicable Taxes extra.
 - (B) Clients are responsible to pay for any Environmental Handling Fee (EHF) applicable to their order at cost, and based on the delivery address(es).
- iv) **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.
- v) **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.

5.14 Method of Payment - Single Payment

H1000C (2008-05-12), Single Payment

5.15 Discounts for Late Deliveries and Reimbursement of Reprocurement Costs

- a) If any Products are not delivered by the Delivery Date, and Canada does not terminate the Contract for default and instead provides the Contractor with additional time to make delivery, the Contractor agrees to reduce the price of the Products by:
 - i) 2% of the value of the Products delivered late, if they are delivered within 1 week of the Delivery Date;
 - ii) 5% for late delivery within 2 weeks of the Delivery Date; and
 - iii) 10% for late delivery more than 2 weeks after the Delivery Date.
- b) If any Products are not configured as required by the Contract, and Canada does not terminate the Contract for default and instead provides the Contractor with an opportunity to re-configure the Products in accordance with the Contract, the Contractor agrees to reduce the price of the Products by 5% of the total value of the Products that are NOT in accordance with the System configuration or the alternative configuration described in the Contract, in addition to the liquidated damages payable for late delivery of the Products (i.e., where the re-configured goods are delivered after the Delivery Date, the price must also be discounted as described in sub-article 5.15.a).
- c) These discounts constitute liquidated damages and, in total, will not exceed 15% of the total value of the Contract. The Parties agree that these amounts are their best pre-estimate of the loss to Canada in the event of the defaults described, and that they are not intended to be, nor are they to be construed as, a penalty.
- d) If this Contract is terminated by Canada for default, the Contractor must reimburse Canada for any difference in cost between the contract price for the Products and the cost of procuring the Products from another supplier.
- e) To collect the liquidated damages, Canada has the right to hold back, drawback, deduct or set off from and against any money Canada owes to the Contractor from time to time.

- f) Nothing in this article limits the rights and remedies to which Canada is otherwise entitled under this Contract (including the right to terminate the Contract for default), or the law generally.

5.16 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d) The Contractor must provide the original of each invoice to the client contact and address on page 1 of the contract.
- e) To ensure prompt invoice processing by client departments, all packing slips and invoices should include the below reference when available:
 - i) Contract No.;
 - ii) Client Reference; and
 - iii) IT Pro Order No.

5.17 Certifications - Compliance

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

5.18 Applicable Laws

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

5.19 Taxes – Foreign-based Contractor

- a) Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.
- b) Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

5.20 Priority of Documents

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

- a) the Articles of Agreement; including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b) Supplemental General Conditions, in the following order:
 - i) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
 - ii) 4004 (2013-04-25), Supplemental General Conditions – Maintenance and Support Services for Licensed Software;
- c) General conditions 2030 (2018-06-21), High Complexity - Goods;
- d) Annex A, Statement of Requirement;
- e) Annex B, List of Deliverables and Prices; and
- f) the Contractor's quote dated _____.

5.21 Hardware

With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery Location	See page 1 of the Contract
Delivery Date	As specified in Part 5 under the section titled Delivery Date
Contractor must deliver Hardware Documentation	Yes, 1 complete set with each product delivered
Contractor must update Hardware Documentation throughout Contract Period	No Section 7(5) of 4001 does not apply to the Contract.
Hardware Documentation must include maintenance documentation	No
Language of Hardware Documentation	The Hardware Documentation must be delivered in either English or French, based on the Client's selection, as indicated in the Contract. If the Contract does not indicate the Client's choice of language, the Hardware

	Documentation must be delivered in English. If available, the Hardware Documentation must be delivered in bilingual format.
Special Delivery Requirements	No
Special Site Delivery or Installation Requirements	No , Part V of 4001 does not apply to the Contract
Contractor must Install Hardware at time of Delivery	No
Contractor must Integrate and Configure Hardware at time of Installation	No
Hardware Warranty Period	Despite 4001, the hardware warranty period is 3 years as per Part 5
Hardware is part of a System	Yes, the System includes the Hardware and the Licensed Software.
Toll-free Telephone Number for Maintenance Service	In Form 1 – Bid Submission Form.

5.22 Licensed Software

- a) In addition to the Contractor's obligations under Section 3 (Maintenance Releases) of Supplemental General Conditions 4004 - Maintenance and Support Services on Licensed Software, the Contractor must deliver the following software code as part of the Software Maintenance:
- i) all Bug Fixes, Software Patches, and all other Enhancements;
 - ii) all Upgrades, updates, major and minor New Releases, and Renames;
 - iii) all Extensions and other modifications, including but not limited to drivers, service packs, and Service Releases;
 - iv) all application programming interfaces (APIs), plug-ins, applets and adapters;
 - v) all rewrites, including in other programming language(s), where the original version(s) is no longer being maintained by the Software Publisher; and
 - vi) on request, all backgrades or downgrades; however, if these backgrades or downgrades are versions predating the version of the Licensed Software proposed by the Contractor in response to the bid solicitation that resulted in this Contract, the backgrade or downgrade version is provided without warranty and the Contractor will have no obligation to provide Software Maintenance or Support Services for the backgrade or downgrade version of the Licensed Software,
- which will be made available by the Software Publisher during the Software Maintenance Period.
- b) With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	The Software Support Period is the Contract Period.
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____</p> <p>Toll-free Fax Access: _____</p> <p>Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within the prescribed time listed in Annex A, I. Service Desk Requirements. <i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p>
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.

5.23 Safeguarding Electronic Media

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

5.24 Limitation of Liability - Information Management/Information Technology

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

- (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
- ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
 - iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
 - iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under 5.24. b)i) above.
 - v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) 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 block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, 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.
- c) **Third Party Claims:**
- i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

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

5.25 Process for Requesting Substitution:

- a) **Optional Deliverables Only:** If Canada exercises its option to purchase additional quantities specified in the Contract and the item has, since the time of Contract award, been the subject of a proposed substitution by the Contractor, the process outlined in this section will apply. However, in order for the substitution to be accepted, in addition to meeting the specifications of the Contract, the Contractor must also submit Supply Chain Security Information for each new item on the IT Product List for the SCI process, and not be declared ineligible as a result of the SCI assessment.
- b) **Conditions for Proposing Substitution(s):** The Contractor may propose a substitution for an existing Product authorized for supply under this Contract, provided the proposed substitute meets or exceeds the specification(s) detailed in Annex B - List of Deliverables and Prices, as well as meeting or exceeding the specifications of the existing Product being substituted in all respects unless otherwise specified. The price for the substitute Product must not exceed:
 - i) the price for the Product originally bid in the Contractor's quote;
 - ii) the current published list price of the substitute Product, less any applicable Government discount; or
 - iii) the price at which the substitute Product is generally available for purchase, whichever is the lowest.
- c) **Ceiling Prices:** During substitutions, situations can occur where it is difficult to use the price of an existing individual Product as a ceiling price limit for the new Product. In cases like this, price support may be requested by the Contracting Authority for the individual Product. This is at the sole discretion of the Contracting Authority. The Contracting Authority also has the right to refuse any substitution that, in the Contracting Authority's view, does not represent good value to Canada.
- d) **Substitution Costs:** The proposed substitution will be subject to technical assessment and any costs associated with the technical evaluation will be at the Contractor's expense.
- e) **Process for Requesting Substitution:** The request for substitution must be made by providing the full details on the nature of the substitution including the URL(s) for the applicable technical specification(s) of the Product, any necessary technical documentation, certifications, manuals and a copy of the current published list price for the Product. Upon request, the Contractor must provide information substantiating compliance with the requirements listed in Annex B - List of Deliverables and Prices.

5.26 On-going Supply Chain Integrity Process

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

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

- b) **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI information contained in Attachment C. In that regard:
- i) The Contractor, starting at contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged.
 - ii) The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.
 - iii) Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
 - iv) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSI.
- c) **Identification of New Security Vulnerabilities in SCSI already assessed by Canada:**
- i) The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.
 - ii) The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified

and, that being the case, new security vulnerabilities may be identified in SCS I that have already been the subject of an SCS I assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

d) Addressing Security Concerns:

- i) If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.
- ii) At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
 - (A) provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
 - (B) if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
 - (C) implement the mitigation plan approved by Canada.
 - (D) This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.
- iii) Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

e) Cost Implications:

- i) Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment, However, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
 - (A) with respect to Products already assessed without security concerns by Canada pursuant to an SCS I assessment, evidence from the Contractor of how long it has owned the Product;

- (B) with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
 - (C) evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
 - (D) the normal useful life of the Product;
 - (E) any “end of life” or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
 - (F) the normal useful life of the proposed replacement Product;
 - (G) the time remaining in the Contract Period;
 - (H) whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
 - (I) whether or not the Product being replaced can be redeployed to other customers;
 - (J) any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
 - (K) any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
 - (L) the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- ii) Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor’s most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada’s requirement to cease deploying or to remove a particular Product or Products.
 - iii) Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada’s requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

- f) **General:**
- i) The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.
 - ii) The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.
 - iii) Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.
 - iv) If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 8(3).
 - v) Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

5.27 Change of Control

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

- iii) a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and any other information related to ownership and control that may be requested by Canada.
- b) If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions – Higher Complexity – Goods), provided the information has been marked as either confidential or proprietary.
- c) The Contractor must notify the Contracting Authority in writing of:
 - i) any change of control in the Contractor itself;
 - ii) any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
 - iii) any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

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

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

the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.

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

5.28 Subcontracting

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

ANNEX A – STATEMENT OF REQUIREMENT (SOR)

The Canada Border Services Agency (CBSA), has a firm requirement for a Touch Screen Monitor Solution to be provided by the Contractor as detailed in “Annex A: Statement of Requirement” and “Annex B: List of Deliverables and Pricing” including all warranties and services described herein for use by CBSA. The Contractor’s proposed Solution must work with the existing technical environment that is currently operating within CBSA. This solution is in support of processing travellers on the Primary Inspection Line (PIL) at select highway ports of entry and support future expansion of ports of entry.

For the purpose of installation, configuration, support and operation of Contractor’s Solution, the Contractor must provide:

- a) All Hardware;
- b) All Software required for the Touchscreen Monitors to function, including drivers;
- c) All Firmware;
- d) All Ancillary equipment such as but not limited to cables, connectors and mounting hardware.
- e) A removable power cords for the Touch Screen Monitors; and
- f) All Documentation which includes one (1) paper copy and one (1) electronic copy loaded on a CD in Adobe Acrobat (PDF) format of all installation, setup, management, configuration, and user documentation.
- g) If applicable, Software maintenance and support services required by the Contractor’s Solution;
- h) Optional Adjustable Mounting Arm;
- i) Optional Peripheral Parts; and
- j) Optional Internal Parts.

The Canada Border Services Agency (CBSA), has a firm requirement for the supply and delivery of 317 Touch Screen Monitors with the option to purchase up to 500 additional Touch Screen Monitors during the contract period. All Initial Deliverables must be delivered within 60 federal government working days after Contract award and all subsequent optional purchases must be delivered 60 federal government working days or less when requested by the Contracting Authority. All purchases will be delivered to a location(s) specified by CBSA within the National Capital Region (NCR).

The Contractor must deliver, enable and support a Solution that will be accepted and considered by the CBSA to be compliant with the requirements of the Contract at all times.

The Contractor’s Solution must meet the following mandatory requirements (see Form 6 – Technical Substantiation Form for mandatory fillable form):

A. General Solution Requirements:

NO #	Mandatory Criteria
A1.	The Contractor's Solution must deliver, enable and support a working and complete commercially available solution, which must include any and all components that contribute to the composition of the whole or in part(s), as expressed in the Request for Quotation (RFQ) and its appendices and annexes.
A2.	<p>Technical Environment</p> <p>The Contractor's Solution must work, be complete and operate with the current CBSA infrastructure as detailed in Appendix B - Technical Infrastructure.</p>

B. Touch Screen Monitor Specifications

NO #	Mandatory Criteria
B1.	The Touch Screen Monitor provided in the Contractor's Solution must have a Standard (4:3 or 5:4 ratio) display.
B2.	The Touch Screen Monitor provided in the Contractor's Solution must have a resistive panel that is NOT a capacitive panel.
B3.	The Touch Screen Monitor provided in the Contractor's Solution must have a light-emitting diode (LED)-backlit Active Matrix Thin-film-transistor liquid-crystal display (TFT LCD) panel.
B4.	The Touch Screen Monitor provided in the Contractor's Solution must display in full colour.
B5.	The Touch Screen Monitor provided in the Contractor's Solution must have a resolution of 1280 x 1024 while displaying 16 million colours.
B6.	The Touch Screen Monitor provided in the Contractor's Solution must support a resolution of 1024 x 768.
B7.	The Touch Screen Monitor provided in the Contractor's Solution must have a minimum adjustable brightness of 300 cd/m ² .
B8.	The Touch Screen Monitor provided in the Contractor's Solution must have a contrast ratio of 400:1.
B9.	The Touch Screen Monitor provided in the Contractor's Solution must have an anti-glare surface.
B10.	The Touch Screen Monitor provided in the Contractor's Solution must be viewable in all indoor and outdoor lighting conditions, including direct sunlight.
B11.	The Touch Screen Monitor provided in the Contractor's Solution must be scratch-resistant.
B12.	The Touch Screen Monitor provided in the Contractor's Solution must be water-resistant and dust-resistant in accordance to IP54 and National Electrical Manufacturers Association (NEMA) Type 5 standards. For purposes of this requirement IP54 provides protection against harmful deposits of dust and protection against water splashing from any direction. For purposes of this requirement the NEMA 5 requirement is the standard that must be met which ensures that enclosures constructed for indoor use provide a degree of protection to personnel against access to hazardous parts; to provide a degree of protection of the equipment inside the enclosure against ingress of foreign objects (falling dirt and settling airborne dust, lint, fibers and flyings); and to provide a degree of protection with respect to harmful effects on the equipment due to the ingress of water (dripping and light splashing).
B13.	The Touch Screen Monitor provided in the Contractor's Solution must not generate noise levels above 35 decibels (dB).

B14.	The Touch Screen Monitor provided in the Contractor's Solution must respond to the touch of tactical gloves made of leather, cotton and synthetic fibres.
B15.	The Touch Screen Monitor provided in the Contractor's Solution must be capable of operating 24 hours a day, 7 days a week, 365 days a year.
B16.	The Touch Screen Monitor provided in the Contractor's Solution must withstand temperatures ranging from -30°C to +50°C when not in operation.
B17.	The Touch Screen Monitor provided in the Contractor's Solution must operate in temperatures ranging from -20°C to +50°C.
B18.	The Touch Screen Monitor provided in the Contractor's Solution must connect to a thin client or PC via a Digital Visual Interface – Digital Only (DVI –D) and Display Port connection.
B19.	The Touch Screen Monitor provided in the Contractor's Solution must connect to a thin client or Personal Computer (PC) via a USB (Universal Serial Bus) 2.0 or 3.0 connection.
B20.	The Touch Screen Monitor provided in the Contractor's Solution must be mountable on both an Ergotron 45-214-026 arm and the Contractor's adjustable arm.
B21.	The Touch Screen Monitor provided in the Contractor's Solution must have no internal memory (i.e. the Touch Screen must not save data displayed from the CBSA's application; thin client; PC's operating system, memory or other on board storage device).
B22.	The Touch Screen Monitor provided in the Contractor's Solution must be classified as a 19 inch monitor.
B23.	The Touch Screen Monitor including bezel (outside frame around monitor) provided in the Contractor's Solution must have dimensions without a stand or arm attached equal to or less than 19 inches width, 3 inches depth, and 15.5 inches height.

C. Software Related Specifications

NO #	Mandatory Criteria
C1.	The Contractor's Solution must include one (1) set of software drivers required for the deployment and operation of the Touch Screen Monitor.
C2.	The Contractor's Solution must be compatible with Windows 10 (64-bit), Windows 7 (32 bit), Windows 10 IoT (Internet of Things), Windows Embedded 7 (thin device operation system), and all later versions of the Microsoft Operating System within 30 days of being made available on the commercial market or at a time acceptable to all parties for the duration of the Contract.
C3.	The Contractor must have a File Transfer Protocol (FTP) site or a secure website that has all software (including drivers) required for the deployment and operation of the Contractor provided the Touch Screen Monitor.
C4.	The Contractor must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.

D. Peripheral Specifications

NO #	Mandatory Criteria
D1.	The Contractor's Solution must Include one (1) screen protector; one (1) power cord; a Digital Visual Interface (DVI-D) video cable or Display Port Cable; one (1) Universal Serial Bus (USB) cable; and any additional cord(s) or cable(s) required to operate the Touch Screen Monitor.

D2.	All power cords, Display Port cables, DVI-D cables, USB cables and any other cords or cables that are provided in the Contractor's Solution must be at a minimum of 2 metres in length.
D3.	All cables and cords provided in the Contractor's Solution must connect to the back of the Touch Screen; remain connected to the Touch Screen when it is adjusted or moved 12" in any direction; and must not become damaged if the monitor is adjusted on a daily basis through raising, lowering, tilting or swivelling the monitor.
D4.	Include one (1) set of electronic copy loaded on a CD in an Adobe Acrobat - Portable Document Format (PDF) form of all technical documentation in both official languages including at a minimum: A) User Manual; B) Administrator's Manual if not covered in a) or c); C) Technical Installation and if required Configuration and Troubleshooting Instructions.

E. Adjustable Mounting Arm Specifications

NO #	Mandatory Criteria
E1.	The Adjustable Mounting Arm provided in the Contractor's Solution must support the weight, dimensions and mount of any Touch Screens defined for this requirement.
E2.	The Adjustable Mounting Arm provided in the Contractor's Solution must have a tilt range adjustable up to 180° up and down.
E3.	The Adjustable Mounting Arm provided in the Contractor's Solution must have a swivel range adjustable up to 180° left and right.
E4.	The Adjustable Mounting Arm provided in the Contractor's Solution must have a height range adjustable to a minimum of 12" up and down.
E5.	The Adjustable Mounting Arm provided in the Contractor's Solution must allow for adjustment without using more 2 hands.
E6.	The Adjustable Mounting Arm provided in the Contractor's Solution must allow for mounting to a horizontal surface with a thickness ranging from ¼" to 2".
E7.	The Adjustable Mounting Arm provided in the Contractor's Solution must allow the Touch Screen to be securely fastened to ensure it will remain in place while being used.
E8.	The Adjustable Mounting Arm provided in the Contractor's Solution must require no daily, weekly or monthly maintenance (e.g. oiling, tightening, etc.).
E9.	The Adjustable Mounting Arm provided in the Contractor's Solution must be compliant with the Video Electronics Standards Association (VESA) standard.
E10.	The Adjustable Mounting Arm provided in the Contractor's Solution must include all hardware required for the installation of each mounting arm, involving at a minimum any and all mounting plates, nuts, bolts and screws.
E11.	The Adjustable Mounting Arm provided in the Contractor's Solution must include one (1) electronic copy of installation instructions in both official languages in an Adobe Acrobat (PDF) format loaded on a CD/DVD or downloadable from mounting arm's manufacturer's website.

F. Spare/Optional Parts

NO #	Mandatory Criteria
F1.	The Contractor's Solution must include at minimum the following spare/optional parts which must be equal to those imbedded in the Touch Screen or Arm provided by the Contractor as a result of this Contract and include 3-year warranty, maintenance and support on the part: A) Screen Protector;

NO #	Mandatory Criteria
	B) Power cord or power supply cable; C) Display Port video cable; D) DVI-D video cable; E) USB cable; F) Stand off; G) Internal power board; H) Internal USB connection; I) Video Board; and J) Multi-layered Touch Screen Display Panel.

G. Reporting Requirements

Within 5 FGW days of each delivery, the Contractor must provide the Contracting Authority and CBSA Project Authority via email an electronic spreadsheet (MS-Suite 2007 (or later)) identifying the serial number, physical address, and the warranty, maintenance and support period for each unit delivered. As additional units are delivered and additional warranty, maintenance and support periods are added, they must be added to the electronic spreadsheet making it a cumulative listing.

H. Warranty, Maintenance, and Support Service Requirements

- a) For the Initial Deliverables, the Contractor’s Solution must include a minimum of 3-year warranty from the date of delivery to the location determined by CBSA;
- b) For the Initial Client Options, the Contractor’s Solution must include a minimum 1-year warranty from the date of delivery to the location determined by CBSA and provide the option to upgrade to a 3-year warranty;
- c) The Contractor’s 3-year warranty coverage must include any application software upgrades required to investigate specifics about the Touch Screen to determine whether there is a defect in the product;
- d) The Contractor must provide on-going maintenance support services for all hardware and software supplied by the Contractor for the duration of the Contract and any option years;
- e) The Contractor must provide unlimited technical support services and correction of residual errors during the warranty period;
- f) The Contractor must notify the CBSA of any defects or malfunctions in the Touch Screen and correct any such defects or malfunctions within 90 calendar days of becoming aware of the defect;
- g) The Contractor must notify the CBSA in writing of any proposed changes to the Contractor-supplied hardware components. The Contractor must receive the Contracting Authority and CBSA’s approval in writing before the proposed changes are finalized. This includes:
 - i) Software changes; and
 - ii) Model changes.
- h) The Contractor must provide return-to-depot support. A fully functional Touch Screen must be shipped to the CBSA designated return address within 48 hours of receipt of the defective Touch Screen. The CBSA will be responsible for handling, packaging and shipping the defective Touch Screen to the Contractor. The Contractor will be responsible for handling, packaging and shipping the replacement Touch Screen to the CBSA;

- i) The Contractor's Return-to-depot support must cover:
 - i) Defective power supply;
 - ii) Internal power board;
 - iii) Internal USB cable;
 - iv) LCD main board assembly;
 - v) Missing stand offs;
 - vi) USB cable;
 - vii) USB cable/connector;

I. Service Desk Requirements

- a) The Contractor must provide a Service Desk, which must be available within 14 calendar days of Contract award. The Contractor must provide the Technical Authority with the Service Desk's telephone number within 14 calendar days of Contract award. The Contractor's Service Desk must communicate with the CBSA, Technical Authority, CBSA resources and other authorized departmental representatives as required.
- b) The Contractor must provide Service Desk support in English or French, based on the caller's language preference. The Contractor's hotline may use an Interactive Voice Response (IVR) system to allow the caller to select English or French when the call is first connected. The Contractor's personnel or its IVR system must answer all calls within 5 rings and offer language selection immediately after the call is answered.
- c) The Contractor's Service Desk personnel must pick up 95% of all calls received during National Operations Hours* in any calendar month within 90 seconds of the caller making the language selection. (* National Operations Hours are defined as: 6:30 am to 8:00 pm Eastern Time on any weekday, Monday to Friday, excluding statutory holidays observed by the federal government.)
- d) Outside of National Operations Hours, instead of answering all calls to the Service Desk with a live service agent, the Contractor may use a message service system, as long as the Contractor responds by having a service agent return the call within 15 minutes of a CBSA representative leaving a message.
- e) The Contractor's Service Desk must:
 - i) Resolve issues remotely without Internet connection to the Touch Screen
 - ii) Maintain a technical support log for support incidents. This log must include:
 - (A) Tracking number;
 - (B) Date and time of call;
 - (C) Description of the problem;
 - (D) Resolution; and
 - (E) Status.
 - iii) Maintain a log for return-to-depot. This log must include:

- (A) Tracking number;
 - (B) Serial number of defective Touch Screen;
 - (C) Date and time defective Touch Screen received;
 - (D) Date and time replacement Touch Screen shipped;
 - (E) Location of Touch Screen
 - (F) Description of the problem;
 - (G) Resolution; and
 - (H) Status.
- f) The Contractor must provide a report of the log for support incidents to the CBSA on a monthly basis.
 - g) The Contractor must provide a report of the log for return-to-depot to the CBSA on a monthly basis.
 - h) If the Contractor does not meet the Service Desk Requirements stipulated above in I. (a), (b), (c), (d), (e), (f) and (g), the Contractor will credit Canada 2% of the original value of the Products requiring service, maintenance, or repair where service levels were not met. These discounts constitute liquidated damages and, in total, will not exceed 1% of the total value of the Contract. The Parties agree that these amounts are their best pre-estimate of the loss to Canada in the event of the defaults described, and that they are not intended to be, nor are they to be construed as, a penalty.

J. Special Requirements

- a) The Contractor must provide a single point of contact to CBSA Project Authority for performance related issues.
- b) The Contractor must have in place a process that identifies vulnerabilities in all software and drivers that are part of the Contractor's Solution. The Contractor must report these vulnerabilities to CBSA at no additional cost. CBSA must be able to download required remediation actions via File Transfer Protocol (FTP) or the Contractor's web site. These remediation actions must be compatible with the CBSA technical environment.
- c) The Contractor must have in place a process that identifies security patches and fixes for their software and drivers that are part of the Touch Screen Monitors. The Contractor must make these security patches and fixes available to CBSA at no additional cost. CBSA must be able to download these security patches and fixes via File Transfer Protocol (FTP) or the Contractor's web site. These security patches and fixes must be compatible with the CBSA technical environment.
- d) The Contractor must be able to provide support to CBSA at no additional cost on troubleshooting and resolving incidents or any problems with Touch Screen Monitors, the implementation of known vulnerability remediation actions and the application of patches and fixes for the Contractor's Touch Screen Monitors.

APPENDIX A– ACRONYMS

Acronym	Definitions
CBSA	Canada Border Services Agency
CD	Compact Disc
CSA	Canadian Standards Association
dB	Decibels
DVD	Digital Video Disc
DVI –D	Digital Visual Interface – Digital Only
EST	Eastern Standard Time
FCC	Federal Communications Commission
FTP	File Transfer Protocol
LED	light-emitting diode
IoT	Internet of Things
IVR	Interactive Voice Response
NEMA	National Electrical Manufacturers Association
NCR	National Capital Region
PC	Personal Computer
PDF	Portable Document Format
PoP	Proof of Procurement
RFP	Request for Proposal
SOR	Statement of Requirements
TFT LCD	Thin-film-transistor liquid-crystal display
USB	Universal Serial Bus
VESA	Video Electronics Standards Association

APPENDIX B – CANADA BORDER SERVICE AGENCY'S TECHNICAL INFRASTRUCTURE

Background

The Canada Revenue Agency (CRA) and Shared Services Canada (SSC) currently provide infrastructure services to the Canada Border Services Agency (CBSA).

Windows “Managed” Environment

The Distributed Computing Environment (DCE) is a Client/Server based Infrastructure that consists of Windows based servers, desktops and laptops with Windows Active Directory (AD) providing the backend directory services. There are approximately hundreds sites across Canada supported by the DCE. These sites will vary in size from as little as 2 Users to upwards hundreds in a single building. Bandwidth at these sites also varies. A typical distributed site is comprised of a File and Print server and possibly an Exchange server. Exchange services will be completely centralized by 2015. Local File and Print services are also under review to port to centralized services. Local or centralized AD domain controllers facilitate the directory services for the managed environment.

The CBSA also leverages the Centralized Technology Platform (CTP) using Citrix, which consists of central servers located in the National Capital Region hosting a variety of applications and services for a select group of Users. These applications and services include specific line-of-business applications along with base productivity applications such as MS Office, Outlook and Exchange, host emulator SW (Attachmate) and basic File and Print Services to name a few. In addition the CRA utilizes Softgrid application virtualization SW to enhance application access and management within the TSP farm.

The following bullets will highlight the key Windows based software installed within the CBSA DCE:

- MS Windows Server 2008, 2012 R2, and 2016
- Citrix XenApp
- Windows 10 (64 bit)
- Windows 10 IoT (future implementation)
- Windows 7 Embedded
- MS Exchange 2010
- Entrust Security Provider 9.2 and Entrust Security Provider for Outlook 9.1
- Current McAfee Endpoint Security with Anti-Spyware, Intrusion Prevention v8.0, Policy Auditor 6.0 managed through McAfee ePO services.
- Tivoli Endpoint Manager for software deployment, Inventory, and Remote Control.
- Microsoft WSUS for platform patch currency

The current version of the Java Runtime Environment (JRE) installed on each desktop is version 1.6.0_18, upgrading to version 1.7.0_09.

The underlying hardware for the Windows environment consists of servers based on AMD and Intel architectures using multi core and multi-processor technology. Desktops and Laptops are also based on AMD and Intel architectures using multi core processors and dual channel memory. CBSA currently offers Windows 7(32 bit) platforms and Windows 10(64 bit) platform.

The platform is considered “managed” since all workstations comply with the standard suite of security tools and monthly OS patch cycles. Additionally, every device is created as an object within the AD directory. Devices are there subjected to the mandatory policies associated to securing the device. Policies such as login script execution, local administration, and role based access are assigned to each device registered within the domain. Customization of policies can be accommodated and is for many of CBSA's “niche” device requirements. Additionally, critical and mandatory software deployments can be accommodated in an automated fashion via the Tivoli suite.

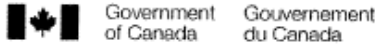
The Contractor's Solution must meet the following technical specifications:

- a. Be compatible with Category 5e and Category 6 network cabling;
- b. All Contractor-supplied hardware and software components must work in an Ipv4 and Ipv6 network environment and be able to be converted from Ipv4 to Ipv6 without involvement of the Contractor to complete the conversion.

ANNEX B– LIST OF DELIVERABLES AND PRICES

See attached excel spreadsheet entitled 2BH869028A - Annex B – List of Deliverables and Prices

ANNEX C– SECURITY REQUIREMENTS CHECKLIST (SRCL)



Contract Number / Numéro du contrat REQ:1000340882
Security Classification / Classification de sécurité Non-Classified

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 Canada Border Services Agency		2. Branch or Directorate / Direction générale ou Direction ISTB	
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 Procure Touch Screen Monitors for future expansion and replacement of the existing touch screen monitors in use at ports of entry across Canada			
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 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 type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> 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 NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Non-Classified
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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 : Vendor will be escorted into a CBSA facility during Proof of Proposal Testing

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



Contract Number / Numéro du contrat REQ:1000340882
Security Classification / Classification de sécurité Non-Classified

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

FORM 1 – BID SUBMISSION FORM

SSC Solicitation No. 2BH869028 Bid Submission Form				
Bidder's full legal name <i>[Note to Bidders: Bidders should take care to identify the correct legal name as the Bidder.]</i>				
Authorized representative of bidder for evaluation purposes (e.g., clarifications)	Name			
	Title			
	Address			
	Telephone #			
	Email			
Contractor representative for contract management (if different from above)	Name			
	Title			
	Address			
	Telephone #			
	Email			
Bidder's toll free hotline				
Bidder's Procurement Business Number (PBN) <i>[see SSC's Standard Instructions. Please make sure that your PBN matches the legal name under which you have submitted your bid. If it does not, the bidder will be determined based on the legal name provided, not based on the PBN, and the bidder will be required to submit the PBN that matches the legal name of the bidder.]</i>				
<p>Federal Contractors Program for Employment Equity Certification</p> <p>Please see the section of SSC's Standard Instructions entitled "Federal Contractors Program for Employment Equity" for more information.</p> <p>Please check one of the boxes or provide the required information. If you are submitting a bid as a joint venture, please provide this information for each member of the joint venture.</p>	The bidder certifies having no work force in Canada	Yes		
	No			
	The bidder certifies being a public sector employer	Yes		
	No			
	The bidder certifies being a federally regulated employer subject to the <i>Employment Equity Act</i>	Yes		
	No			
	The bidder certifies having a combined work force in Canada of less than 100 permanent full-time, part-time and temporary employees.	Yes		
	No			
	The bidder has a combined workforce in Canada of 100 or more permanent full-time, part-time and temporary employees.	Yes		
	No			
	Valid and current Certificate number			
	The bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour.	Yes		
No				
Requested Canadian province or territory for applicable laws				
<p>Security Clearance Level of Bidder <i>[Please ensure that the security clearance matches the legal name of the bidder. If it does not, the security clearance is not valid for the bidder.]</i></p> <p>If you are submitting a bid as a joint venture, please provide this information for each member of the joint venture.</p>	Clearance Level			
	Date Granted			
	Issuing Entity (PSPC, RCMP, etc.)			
	Legal name of entity to which clearance issued			

On behalf of the bidder, by signing below, I confirm that I have read the entire solicitation, including the documents incorporated by reference into the solicitation, and I certify and agree that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the solicitation;
2. The bid is valid for the period specified in the solicitation;
3. All the information provided in the bid is complete, true and accurate;
4. The bidder has read and complies with the obligations of the PSPC Code of Conduct for Procurement (<http://www.tpsgc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>);
and
5. The bidder agrees to be bound by all the terms and conditions of this solicitation, including the documents incorporated by reference into it.

Signature of Authorized Representative of Bidder	
--	--

FORM 2 – INTEGRITY CHECK FORM

Note to Bidders: Please note that this form does duplicate some information from the Bid Submission Form. This is because this form will be provided to Public Services and Procurement Canada (PSPC) to perform the integrity check. PSPC will not have access to the Bid Submission Form and therefore requires some of the same information.

Integrity Check Form for Shared Services Canada Solicitation												
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>												
Contact Information for Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name											
	Title											
	Address											
	Telephone #											
	Fax #											
	Email											
Bidder's Procurement Business Number (PBN) <i>[see SSC's Standard Instructions. Please make sure that your PBN matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>												
Names of All Members of the Bidder's Board of Directors <i>[please use "first name, middle name (if applicable), last name" format – e.g., Maria Jane Smith]</i> <i>[please add as many cells as necessary to provide all the names.]</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> <tr><td style="height: 20px;"></td></tr> </table>											

FORM 3 – OEM CERTIFICATIONS FORM

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 a solicitation issued as part of the procurement process initiated further to the 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 _____

The definition of "OEM" for the purposes of this certification can be found in SSC's Standard Instructions.

FORM 4 – SOFTWARE PUBLISHER CERTIFICATION FORM

Software Publisher Certification Form

(to be used where the bidder itself is the Software Publisher)

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

[bidders should add or remove lines as needed]

The definition of “Software Publisher” for the purposes of this certification can be found in SSC’s Standard Instructions.

FORM 5 – SOFTWARE PUBLISHER AUTHORIZATION FORM

Software Publisher Authorization Form

(to be used by the bidder if it is not the Software Publisher)

This confirms that the software publisher identified below has authorized the bidder named below to license its proprietary software products under any contract resulting from the procurement process initiated further to the Invitation to Qualify identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the solicitation issued at a later stage of the procurement process will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to “click through” or otherwise acknowledge the application of terms and conditions not included in the subsequent solicitation, those terms and conditions do not apply to Canada’s use of the software products of the software publisher listed below, despite the user clicking “I accept” or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Invitation to Qualify Number _____

Name of Bidder _____

FORM 6 – SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM

Note: See attached excel spreadsheet entitled *2BH869028A - Form 6*

ATTACHMENT A – SUPPLY CHAIN SECURITY INFORMATION ASSESSMENT PROCESS

1. SCI REQUIREMENT

In order to remain a Bidder and to be eligible to bid on any solicitation associated with this procurement process, each Bidder will need to complete the Supply Chain Integrity process.

Definitions

The following words and expressions used with respect to Supply Chain Integrity assessment have the following meanings:

- (a) **“Product”** means any hardware that operates at the data link layer of the OSI Model (Layer 2) and above; any software; and any Workplace Technology Devices;
- (b) **“Workplace Technology Device”** means any desktop, mobile workstation (such as a laptop or tablet), smart phone, or phone, as well as any peripheral item or accessory such as a monitor, keyboard, computer mouse, audio device or external or internal storage device such as a USB flash drive, memory card, external hard drive or writable CDs and DVDs or other media;
- (c) **“Product Manufacturer”** means the entity that assembles the component parts to manufacture the final Product;
- (d) **“Software Publisher”** means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products;
- (e) **“Canada’s Data”** means any data originating from the Work, any data received in contribution to the Work or any data that is generated as a result of the delivery of security, configuration, operations, administration and management services, together with any data that would be transported or stored by the contractor or any subcontractor as a result of performing the Work under any contract resulting from a subsequent solicitation; and
- (f) **“Work”** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any contract resulting from a subsequent solicitation.

Mandatory Ongoing Qualification Submission Requirements

A supply chain scope diagram is attached in Attachment B to provide a visual representation of the Supply Chain Integrity (SCI) process and assessment requirements described in further detail below.

Bidders must submit, prior to contract award, the following Supply Chain Security Information (SCSI):

- a) **IT Product List:** Bidders must identify the Products over which Canada’s Data would be transmitted and/or on which Canada’s Data would be stored, that would be used and/or installed by the Bidders or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product;
 - (i) **Location:** identify the where each Product is interconnected with 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 centre, security operations centre, internet or other public network peering points, etc.);
 - (ii) **Product Type:** identify the generally recognized description used by industry such as hardware, software, etc.; components of an assembled Product, such as module or card assembly, must be provided for all layer 3 internetworking devices;

- (iii) **IT Component:** identify the generally recognized description used by industry such as firewall router, switch, server, security appliance, etc.;
- (iv) **Product Model Name or Number:** identify the advertised name or number of the Product assigned to it by the Product Manufacturer;
- (v) **Description and Purpose of the Product:** identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described in the resulting contract;
- (vi) **Source:** identify the Product Manufacturer, Software Publisher and/or Original Equipment Manufacturer of embedded components;
- (vii) **Name of Subcontractor:** in the “SCSI Submission Form” provided with this solicitation, “Name of Subcontractor” refers to the subcontractor that will provide, install or maintain the Product, if the Bidder would not do so itself.

While submitting the information is mandatory, Bidders are requested to provide the SCSI by using the SCSI Submission Form. Canada requests that, on each page, Bidders indicate their legal name and insert a page number as well as the total number of pages. Canada also requests that Bidders insert a separate row in the SCSI Submission Form for each Product. Canada requests that Bidders not repeat multiple iterations of the same Product (e.g., if the serial number and/or the color is the only difference between two Products, they will be treated as the same Product for the purposes of SCSI).

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

This list must identify all third parties who may perform any part of the Work, whether they would be subcontractors to the Bidder, or subcontractors to subcontractors of the Bidder down the chain. Any subcontractor that could have access to Canada’s Data or would be responsible either for transporting it or for storing it 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, Canada requests that the Bidder indicate this in its bid submission.

2. ASSESSMENT OF SUPPLY CHAIN SECURITY INFORMATION:

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.

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 bid submission 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 bid submission or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.

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

- a) 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.
- b) The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 2 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).
- c) 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 previously Bidder will be disqualified and unable to participate in the subsequent procurement phase(s).

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 the SCI assessment 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 any subsequent solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent solicitation;
- b) qualification pursuant to the SCI assessment does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;

- c) arising security threats may affect some aspect(s) of a Bidder's Supply Chain Security Information which has become the subject of security concerns. At that point, Canada will notify the Bidder and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above; and
- 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.

The Bidder with the lowest evaluated price will be notified in writing regarding whether or not they continue to be qualified to proceed to the next stage of the procurement process based on the SCI assessment.

Any Bidder that has qualified based on the SCI assessment will be required to provide the proposed hardware throughout the contract period. Except pursuant to the potential Product Substitutions, no alternative or additional Products or subcontractors may be proposed by the Bidder. This will be a mandatory requirement of the solicitation process.

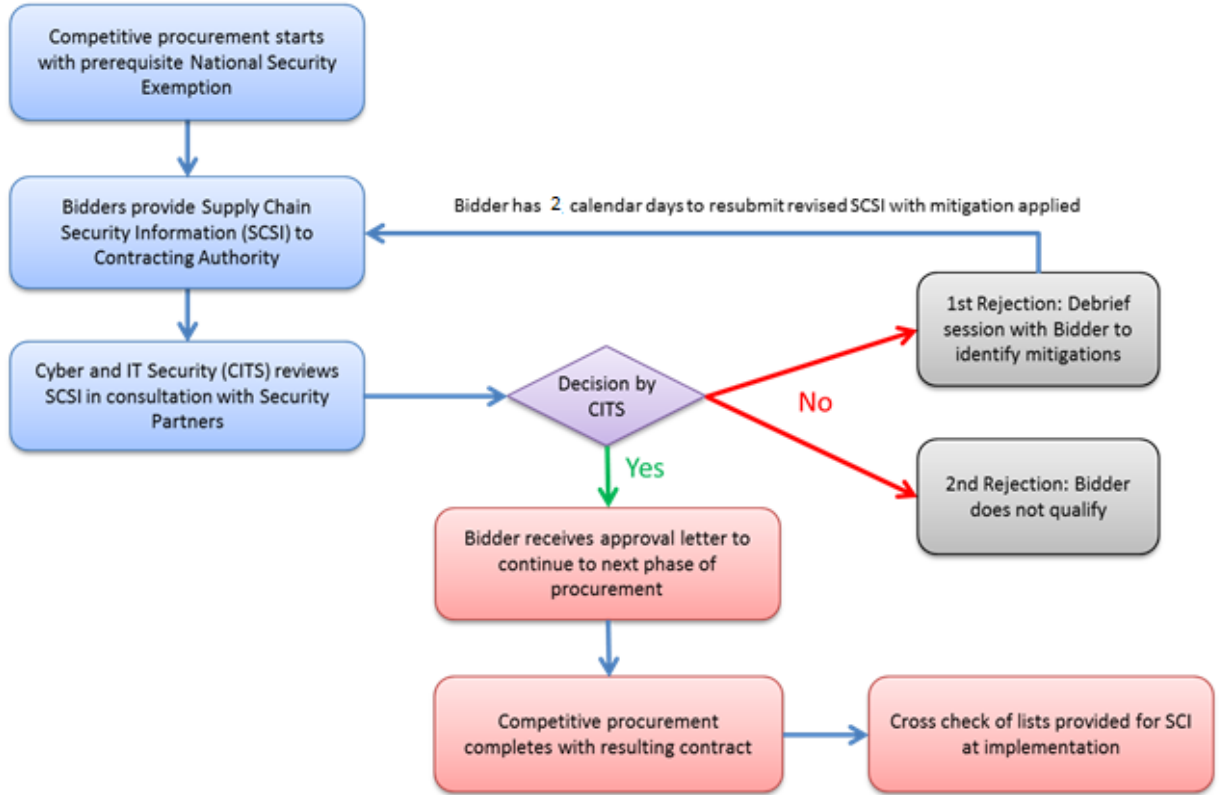
By submitting its SCS, the Bidder agrees to the terms of the following non-disclosure agreement (the "**Non-Disclosure Agreement**"):

- 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 regardless of whether or not that information is labeled as classified, confidential, proprietary or sensitive.
- c) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a need to know the information as well as a security clearance commensurate with the level of Sensitive Information being accessed, without first receiving the written consent of the Contracting Authority.
- d) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by this Sub-article, accesses the Sensitive Information at any time.
- e) 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.
- f) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder's security clearance and review of the Bidder's status as an eligible bidder for other requirements.

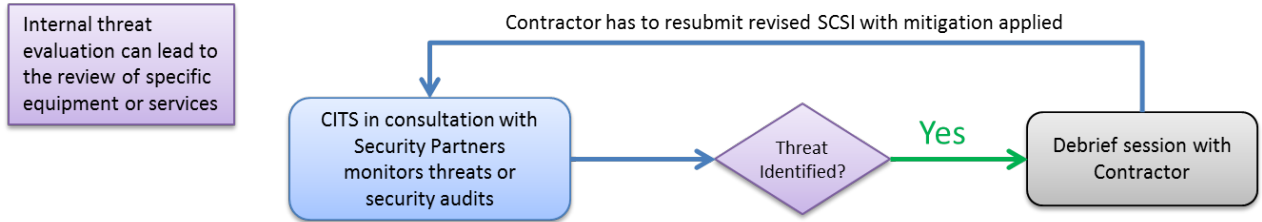
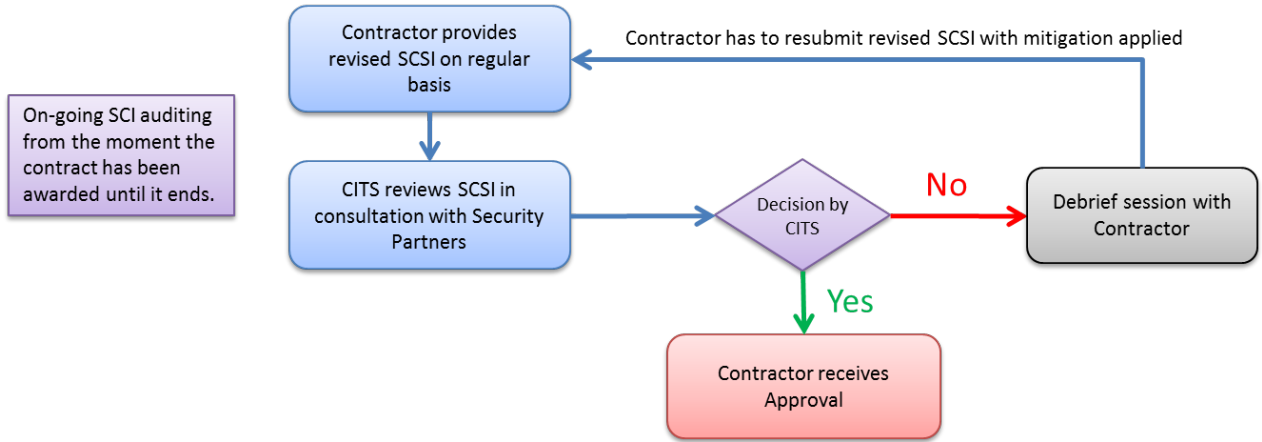
This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information).

ATTACHMENT B – SUPPLY CHAIN SCOPE DIAGRAMS

SCI Process



SCI Post-Contract Process



ATTACHMENT C – SUPPLY CHAIN SECURITY INFORMATION FORM

Note: See attached excel spreadsheet entitled 2BH869028A - Attachment C – SCSI Form

ATTACHMENT D – TOUCH SCREEN TEST PLAN

Note: See attached PDF entitled 2BH869028A - Attachment D – Touch Screen Test Plan

ATTACHMENT E – SSC’S STANDARD INSTRUCTIONS

Note: See attached PDF document entitled 2BH869028A - Attachment E – SSC’s Standard Instructions