



**RETURN RESPONSES TO /  
RETOURNER LES RÉPONSES À:**

Shared Services Canada |  
Services partagés Canada  
180, rue Kent Street,  
13th Floor / 13<sup>e</sup> étage  
P.O. Box 9808, STN T CSC /  
CP 9808, succursale T CSC  
Ottawa, Ontario K1G 4A8

**Email Address / Courriel:**  
[alain.st-amour@canada.ca](mailto:alain.st-amour@canada.ca)

**REQUEST FOR PROPOSAL/ DEMANDE DE  
PROPOSITION**

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

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

**COMMENTS - COMMENTAIRES**

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT / CE DOCUMENT CONTIENT DES  
EXIGENCES RELATIVES À LA SÉCURITÉ

**ISSUING OFFICE / BUREAU DE  
DISTRIBUTION:**

SSC|SPC

Procurement and Vendor Relationships |  
Achats et relations avec les fournisseurs  
Transformation Initiatives |  
Initiatives de transformation

180, rue Kent Street,  
13th Floor / 13<sup>ième</sup> étage  
P.O. Box 9808, STN T CSC /  
CP 9808, succursale T CSC  
Ottawa, Ontario K1G 4A8

<b>Title / Sujet</b> Print Insert and Mail Workflow Service	
<b>Solicitation No. / Numéro de l'invitation</b> PW-19-00860484	<b>Date</b> January 21, 2019

<b>Client Reference No. / No de référence du client</b> 18 - 76324
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<b>Requisition No. / Numéro de la demande</b> 18 - 76324
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<b>Preliminary Closing Date – L'invitation préliminaire prend fin – le</b> February 19, 2019 <b>at – à 2:00 P.M. Eastern Standard Time (EST)- 14 :00</b> Heure normale de l'Est (HNE)
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<b>Final Closing Date - L'invitation prend fin – le</b> March 5, 2019 <b>at – à 2:00 P.M. Eastern Standard Time (EST) - 14 :00</b> Heure normale de l'Est (HNE)
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<b>Address Inquiries to   Adresser toutes questions à:</b> Alain St-Amour Procurement and Vendor Relationships	<b>Buyer Id   Id de l'acheteur</b>
--	--

<b>Telephone No. – N° de téléphone :</b> (613) 293-2923
--

<b>Email - Courriel</b> <a href="mailto:alain.st-amour@canada.ca">alain.st-amour@canada.ca</a>
---

<b>Delivery required - Livraison exigée</b> See Herein / Voir aux présentes
--

<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>
---

See Herein

<b>Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>
--

<b>Facsimile No. – N° de télécopieur</b>
--

<b>Telephone No. – N° de téléphone</b>
--

<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)</b>
---

<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>
--

<b>Signature</b> _____
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<b>Date</b> _____
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# BID SOLICITATION PRINT INSERT AND MAIL WORKFLOW SOLUTION FOR PUBLIC SERVICES AND PROCUREMENT CANADA

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**Appendices**

- Appendix 1 to Annex A: PSPC print mail and insert workflow requirements
- Appendix 2 to Annex A: Anticipated Volumes & peak performance Requirements
- Appendix 3 to Annex A: Quebec City Print and Insert Rooms Floor Plan
- Appendix 4 to Annex A: Winnipeg Print and Insert Rooms Floor Plan

**Forms:**

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



## BID SOLICITATION

### PART 1 GENERAL INFORMATION

#### 1.1 Introduction

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

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

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

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

#### 1.2 Summary

**1.2.1** Public Services and Procurement Canada (PSPC), National Print Portfolio (NPP) currently produces over 30 bulk mailing payment products on behalf of the Receiver General for Canada (e.g. Canada Pension Plan, Old Age Security, Tax Refunds, GST Credits, Child Tax Benefits, etc.). Mail pieces are combined with inserts, enveloped, and dispatched by two (2) print production sites across Canada. These centers are located in Quebec City and Winnipeg.

Currently, each production facility is equipped with two print lines. Each print line is comprised of two (2) Roll to Fold MICR Infoprint 4000 ID1/2 engines, for a total of 4 print lines and 8 print engines. (Engine 1 in each line is MICR toner and engine 2 is normal toner.) Additionally each production facility is equipped with six Bowe, Bell & Howell 3500 inserters, for a total of 12 devices. Most of the equipment has exceeded its recommended usage and that poses a risk to PSPC's ability to meet its commitments.

Instead of just replacing the existing equipment at the print centers PSPC has opted to contract for a fully integrated, turnkey service to meet all print, insertion and mailing requirements. The contractor will be required to provide all equipment, software, consumables (excepting paper which will be supplied by PSPC) and all other items required to meet the stated requirements of this Request for Proposal (RFP).

This turnkey service is to be offered on an all-in (excepting for paper) cost per foot basis.

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

**1.2.3** This solicitation is intended to result in the award of a contract for a period of five (5) years, plus five (5) one-year irrevocable options allowing Canada to extend the term of the contract. This bid



solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.

**1.2.4** There is a security requirement associated with this bid solicitation. For additional information, consult Part 6 – Security, and Insurance Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult <http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>.

**1.2.5** The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).

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

**1.2.7** There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity – Certification.

**1.2.8** There is a supply chain integrity requirement associated with this requirement, see Part 2, article 2.10 Part 3, article 3.5, Part 4, article 4.2, and Part 7, article 7.19 for additional information.

**1.2.9** The request for proposal (RFP) includes a provision that states that the Contractor is responsible for the dismantling and removal of all identified Public Services and Procurement Canada (PSPC) equipment.

### **1.3 Debriefings**

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

### **1.4 Agile Bid Compliance (ABC) Process – Two Bid Closing Dates**

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



## PART 2 BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

**2.1.2** Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

**2.1.3** The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements ("Standard Instructions 2003") are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d) Submission of Bids.

**2.1.4** Section 3 of Standard Instructions 2003 is amended as follows: delete "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16."

**2.1.5** Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

- a) Delete: sixty (60) days
- b) Insert: one hundred and eighty (180) days

**2.1.6** With respect to the project involving a Preliminary Closing Date and a Final Closing Date:

**2.1.6.1** References to "a bid", "each bid" or "the bids" in Standard Instructions 2003 are references both to the Preliminary Technical Bid and the Final Bid, unless the context indicates otherwise or as set out below;

**2.1.6.2** Subsection 5(2)(c) and (f) of Standard Instructions - Goods or Services - Competitive apply to the Final Bid.

**2.1.6.3** Subsection 5(4) of Standard Instructions 2003 applies to the Final Bids.

**2.1.6.4** Section 6 of Standard Instructions 2003 is deleted in its entirety. Every bid received by SSC (both the Preliminary Technical Bid and the Final Bid), whether received on time or not (and regardless of the format in which the bid is received), will become the property of Canada and will not be returned. A bidder may mark any portions of its bid that it considers to be confidential. All bids are subject to the provisions of the Access to Information Act and any other applicable laws.

**2.1.6.5** Section 7 of Standard Instructions 2003 is deleted in its entirety.

**2.1.6.6** Section 8 of Standard Instructions 2003 is deleted in its entirety.

**2.1.6.7** Section 9 of Standard Instructions 2003 applies to both Preliminary Technical Bid and the Final Bid with the exception of the following line that is deleted:

Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 07.

**2.1.6.8** Under Section 11, the rights reserved under paragraphs (a), (b), (c), (f) and (g) apply only with respect to the Final Bid.

**2.1.6.9** Section 12(3) of Standard Instructions 2003 is deleted in its entirety.

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





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

## **2.2 Procurement Modernization – Agile Bid Compliance (ABC) Process – Two Bid Closing Dates**

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

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

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

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

Form 1 - Bid Submission Form

Form 2 - Substantiation of Technical Compliance Form

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

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

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





**2.2.4 Status of Solicitation after the Preliminary Closing Date:** After the Preliminary Closing Date, no more changes can be made to the solicitation and Canada will not respond to questions from bidders.

**2.2.5 Canada's Evaluation of Preliminary Technical Bid:** During the "Evaluation of Preliminary Technical Bid" (Preliminary Technical Evaluation), Canada will not make any final determination of compliance. However, Canada will review each Preliminary Technical Bid with respect only to mandatory requirements.

**2.2.6 Preliminary Evaluation Notice (PEN) issued by Canada:** The Contracting Authority will provide a confidential "Preliminary Evaluation Notice" (PEN) to each bidder. Canada will normally provide the PEN by email and the bidder is deemed to have received the PEN at the time it is sent by Canada. Canada is not responsible for any technical delays in the receipt by the bidder of the PEN.

**2.2.7 Content of PEN if No Deficiencies identified:** If Canada does not note any deficiencies during its Preliminary Technical Evaluation, Canada will provide the relevant bidder with a "nil" response.

**2.2.8 Content of PEN if Deficiencies identified:** If Canada notes deficiencies during its Preliminary Technical Evaluation, Canada will provide to each bidder a list of the mandatory requirements that:

- i) have not been addressed at all;
- ii) have not been sufficiently addressed; and
- iii) are addressed in such a way that the Preliminary Technical Bid would be declared non-compliant if submitted on the Final Closing Date.

For example, the PEN might consist of the following:

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

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

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

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

**2.2.9 Timing for issuing the PEN:** The time it takes for Canada to issue the PENs will depend on the number of Preliminary Technical Bids received and their quality. Canada does not commit to issue the PENs within a specific amount of time. However, it will issue all PENs to the bidders on the same day.

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



Canada will not be responsible in any way for failing to identify any omission, deficiency or non-compliance during its Preliminary Technical Evaluation.

### **Final Closing Date (Submission of Final Bid)**

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

### **2.2.12 Submission on the Final Closing Date:**

i) If the bidder has received a “nil” response indicating that Canada did not note any deficiencies during its Preliminary Technical Evaluation, on the Final Closing Date the bidder may submit:

(a) all the remaining portions of its bid; and

(b) a statement that its Preliminary Technical Bid submitted on the Preliminary Closing Date form part of its final bid.

ii) If the bidder received a PEN from Canada about deficiencies, on the Final Closing Date the bidder may submit all the remaining portions of its bid plus one of the following:

(a) a complete replacement of its Preliminary Technical Bid submitted on the Preliminary Closing Date;

(b) a supplement to its Preliminary Technical Bid submitted on the Preliminary Closing Date with additional information and a statement that its Preliminary Technical Bid submitted on the Preliminary Closing Date form part of its final bid.

**2.2.13 Evaluation:** Canada will conduct the evaluation of the bids submitted on the Final Closing Date in accordance with the bid solicitation and SSC’s Standard Instructions.

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

i) pursuant to the procurement chapter of each of Canada’s trade agreements, the “time of opening” is the Final Closing Date, the time at which bids must conform with the mandatory requirements of the solicitation; and

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

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

## **2.3 Submission of Bids**

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



**2.3.1 Hand-Delivered Bids:** SSC will accept a hand-delivered bid in which case the following applies:

i) The hand-delivered bid can be:

**2.3.1.1.1** a soft copy on CD-ROM, or DVD;

**2.3.1.1.2** a hard copy (i.e., printed on paper); or

**2.3.1.1.3** a combination of soft and hard copies,

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

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

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

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

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

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

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

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

**2.4 Enquiries - Bid Solicitation**

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

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



eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

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

## 2.6 Environmental Information and Associated Bid Requirements

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

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

### 2.6.1 Physical Space Available

i. Public Services Procurement Canada National Print Portfolio, Quebec City Print Center

Please refer to Attachment 1 - Quebec City Print and Insert Rooms Floor Plan

ii. Public Services Procurement Canada National Print Portfolio Winnipeg Print Center

Please refer to Attachment 2 - Winnipeg Print and Insert Rooms Floor Plan

## 2.7 Non-Disclosure Agreement

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

a) The Bidder agrees to keep confidential any information it receives from Canada regarding Canada's assessment of the Bidder's Supply Chain Security Information (the "Sensitive Information") including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada's concerns.

b) Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise and whether or not that information is labeled as classified, proprietary or sensitive.

c) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a security clearance commensurate with the level of Sensitive Information being accessed, without the prior written consent of the Contracting Authority. The Bidder agrees to immediately notify the Contracting Authority if any person, other than those permitted by this Article, accesses the Sensitive Information at any time.

d) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.



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



## PART 3 BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

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

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

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

- a) Section I: Technical Final Bid (2 hard copies) and (3 soft copies) on CD or DVD
- b) Section II: Financial Bid (1 hard copy) and (1 soft copy) on CD or DVD
- c) Section III: Certifications (1 hard copy) and (1 soft copy) on CD or DVD
- d) Section IV: Supply Chain Security Information (2 soft copies) by CD or DVD
- e) Section V: Additional Information - Safeguard Measures - (1 hard copy) and (1 soft copy) on CD or DVD

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

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

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

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

**3.1.5.1** use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and

**3.1.5.2** use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

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

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





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

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

### **3.1.7 Joint Venture Experience**

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

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

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

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

**The technical bid consists of the following:**

### **3.2.1 Preliminary Technical Bid**

- (1) Preliminary Technical Bid: The Preliminary Technical Bid consists of the following:

Form 1 - Bid Submission Form

Bidders are requested to include the Bid Submission Form (Form 1, attached) with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended.





## Form 2 - Substantiation of Technical Compliance Form

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

### 3.2.2 Final Bid

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

## 3.3 Section II: Financial Bid

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

**3.3.2 All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

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

### 3.3.4 Exchange Rate Fluctuation

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

## 3.4 Section III: Certifications

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



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

A complete SCSI response consists of the following:

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

### **3.6 Section V: Additional Information**

#### **3.6.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures**

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country



## PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

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

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

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

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

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

#### 4.2.1 Definitions

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

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

#### 4.2.2 Mandatory Qualification Submission Requirements

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

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



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

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

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



- (c) The portion of the Work that would be performed by the subcontractor; and
- (d) The location(s) where the subcontractor would perform the Work.

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

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

#### **4.2.3 Assessment of Supply Chain Security Information**

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

(ii) In conducting its assessment:

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

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

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

(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 10 calendar days following the day on which Canada's written notification is sent to the Bidder, (or a longer period specified in writing by the Contracting Authority).

(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 response will be disqualified.

(iv) By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being



identified. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:

- (a) qualification pursuant to this RFP does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;
- (b) qualification pursuant to this RFP does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
- (c) at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.
- (d) during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.
- (v) Any Bidder that has qualified under this RFP will be required, when responding to any subsequent bid solicitation under this solicitation process, to propose a solution consistent with the final version of the Supply Chain Security Information it submitted with its response to this RFP (subject to revision only pursuant to the paragraph below). Except pursuant to the paragraph below, no alternative or additional Products or subcontractors may be proposed in the Bidder's solution. This is a mandatory requirement of this solicitation process. The proposed solution during any subsequent bid solicitation does not need to contain all the Products within the final Supply Chain Security Information.
- (vi) Once a Bidder has been qualified in response to this RFP, no modifications are permitted to the Supply Chain Security Information except under exceptional circumstances, as determined by Canada. Given that not all the exceptional circumstances can be foreseen, whether changes may be made and the process governing those changes will be determined by Canada on a case-by-case basis.

#### **4.3 STEP 2 - Technical Evaluation**

##### **4.3.1 Mandatory Technical Criteria:**

**4.3.1.1** Each bid will be reviewed to determine whether it meets the procedural mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" or the letter (M)" is a mandatory requirement.

**4.3.1.2** Claims in a bid that a future upgrade or release of any of the products included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at Final bid closing, will not be considered.

**4.3.1.3** The mandatory technical requirements are described in in Form 2 Substantiation of Technical Compliance Form.

**4.3.1.4** Bids that do not comply with Procedural mandatory requirements and each and every mandatory requirement under Form 2 will be declared non-responsive and be disqualified.

#### **4.4 STEP 3 - Financial Evaluation**

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

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





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

**4.5.1** The Bidder with the lowest priced technically compliant bid (identified after step 3 - the financial evaluation) will proceed to the Proof of Proposal Testing phase of the evaluation. The Contracting Authority will request that the Bidder provide its proposed solution for demonstration and Proof of Proposal (POP) testing at the PSPC NPP Quebec City site, with the participation and assistance of the Bidder.

**4.5.2** As a Proof of Proposal (PoP) the Bidder must set up one full print line and one inserter of their proposed solution (including servers, software, readers, verifiers and any other items necessary to meet the requirements of the RFP and the PoP) at the Quebec City print center.

**4.5.3** Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid to confirm both that it will function as described in the bid, that it meets the technical functionality requirements described in Form 2 and that the installed POP solution is capable of performing the identified PSPC NPP print, insert and mail workflows in the prescribed manners as defined in Appendix 1 of Annex A – Statement of Requirement... If there is an obvious discrepancy between the product or the performance of the products provided for Proof of Proposal Testing and the solution proposed in the Bidder's proposal, Canada reserves the right to conduct whatever further tests are required to validate the Bidder's proposal.

**4.5.4** The mandatory requirements of the PoP test are defined in Form 2 – Substantiation of Technical Compliance. The requirements marked as "N/A" will not be tested.

**4.5.5** Within thirty (30) calendar days unless extended in writing by the Contracting Authority at Canada's sole discretion, the Bidder with the highest ranked responsive bid must deliver their solution ready for test at the Quebec City print center.

**4.5.6** The Proof of Proposal testing timeline shall not exceed fifteen (15) working days, unless extended in writing by the Contracting Authority at Canada's sole discretion. If a deficiency is detected during the Proof of Proposal, the Bidder will have the opportunity to correct any deficiencies (including the provision of replacement equipment) during the Proof of Proposal testing, provided that all deficiencies are corrected within the fifteen (15) working days testing timeline.

**4.5.7** If the proposed solution fails to meet one of the tested mandatory requirements at the end of the fifteen (15) working day test period, the bid will be declared non-responsive. The Bidder will remove their solution from the test site and Canada will invite the Bidder with the next highest ranked responsive bid to participate in the Proof of Proposal testing phase of the evaluation.

**4.5.8** Except for printed output, envelopes and inserts which will be supplied by Canada, the selected Bidder will be responsible for all costs associated with supplying, installing and making the test system available and ready for testing including any consumable products that may be required.

#### **4.6 STEP 5 - Basis of Selection**

**4.6.1** A bid must be qualified pursuant to the SCI process, comply with the requirements of the bid solicitation, meet all mandatory requirements, and meet all tested mandatory requirements of the POP criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**4.6.2** Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.





**4.6.3** If more than one bidder is ranked first because of identical price then the following tie-breaking method will apply, in the following order:

- 1) The bidder with the lowest total Table 1: Bid Evaluation Print Costs Contract Period, if the unit cost per inserter is still identical;
- 2) The bidder with the lowest total Table 2: One Time Set Up Costs for the Service.



## **PART 5 CERTIFICATION**

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

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

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

### **5.1 Mandatory Certifications Required Precedent to Contract Award**

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

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

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

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

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

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

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

### **5.2 Additional Certifications Precedent to Contract Award**

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



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

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

### **5.2.2 OEM Certification**

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

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

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

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

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

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



## **PART 6 SECURITY AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirement**

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

**6.1.1.1** the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clause;

**6.1.1.2** the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and

**6.1.1.3** the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

**6.1.1.4** the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses;

**6.1.1.5** the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 – Section IV Additional Information.

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

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

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

### **6.3 Insurance Requirements**

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



## PART 7 RESULTING CONTRACT CLAUSES

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

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

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

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

### 7.1 Requirement

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

- i. supplying, installing, configuring and implementing the required solution;
- ii. providing the identified Documentation;
- iii. providing maintenance and support services for the solution during the Maintenance Period;
- iv. providing training; and
- v. providing the identified professional services.

at the destinations identified herein.

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

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

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

**7.1.4.1** any reference to a “deliverable” or “deliverables” includes the Hardware, maintenance and support, documentation and training.

### 7.2 Optional Goods and/or Services

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



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

### 7.3 Standard Clauses and Conditions

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

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

#### 7.3.1 General Conditions:

[2035](#) (2018-06-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract. These General Conditions are amended as follows:

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

### 7.4 Security Requirement

#### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE # NPP2019-01**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B, including an IT Link at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide, attached at Annex C;
  - (b) Industrial Security Manual (Latest Edition)

### 7.5 Contract Period

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

**7.5.1.1** The "Initial Contract Period", which begins on the date the Contract is awarded and ends five (5) year(s) after Final Acceptance as defined by Annex A Statement of Requirement (SOR); and

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



### 7.5.2 Option to Extend the Contract:

**7.5.2.1** The Contractor grants to Canada the irrevocable and continuing option to extend the term of the Contract by up to five (5) additional one-year period(s) under the same terms and conditions of the Contract. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment and at prices set out in Annex B – Basis of Payment.

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

## 7.6 Authorities

### 7.6.1 Contracting Authority

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

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

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

### 7.6.2 Technical Authority

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

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

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

### 7.6.3 Contractor's Representative

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

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





## 7.7 Payment

### 7.7.1 Basis of Payment

- a) Hardware:** For providing, installing, configuring and implementing the Service in accordance with the Contract, with associated documentation and maintenance and support, Canada will pay the Contractor a monthly amount based on the Guaranteed Annual Printed Feet firm price(s) set out in Annex B, DDP destination upon Acceptance Testing and Reliability and Availability Testing as described in Annex A - Statement of Requirement Applicable Taxes extra.
- b) Maintenance and Support Services for the Hardware and Software Outside of the PPM:** For maintenance and support of the Hardware and Software outside of the PPM, Canada will pay the Contractor a firm price per call set out in Annex B, DDP destination, including all customs duties, Applicable Taxes extra, monthly in arrears.
- c) Training:** For training, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per Instructor day set out in Annex B, upon completion of the described work, Applicable Taxes extra.
- d) Professional Services:** For professional services, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm daily rater per resource set out in Annex B, upon completion of the described work, Applicable Taxes extra.
- e) Pre-Authorized Travel and Living Expenses** Canada will not pay any travel or living expenses associated with performing the Work.
- f) 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.
- g) Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

### 7.7.2 Payment Credits

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

For each month where the availability level has fallen below 95%, the Contractor must provide a credit in the amount of 5% of the monthly charge for service for each 1% below the availability level stated above to a maximum amount equal to the total monthly charge for service. The calculation to determine the amount of credit owed to Canada will be performed every six months after the Date of Contract.

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

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

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



**7.7.3 Repeated Non-Performance:** Should the installed service fail to meet the Service Availability level following Contract award, one or more of the following remedies may be applied upon the written notification of SSC, at no additional cost to SSC:

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

If SSC chooses the replacement of failing equipment option:

- (a) Commencing on the date of Ready for Use, the service must meet the minimum availability level for the duration of the test period.
- (b) If the minimum service Availability level is not met over the test period, the test will continue on a day to day basis until the objective is met.
- (c) SSC may, at its sole discretion, extend the test period to a maximum of 60 days, or require the Contractor to replace the equipment with new equipment.
- (d) Each serviceable replacement printer will be subject to verification against any or all mandatory requirements of this Statement of Work during Acceptance Testing.
- (e) During Acceptance Testing the Contractor is responsible for the correction of any deficiencies found in the service, these corrections must be made within the acceptance period.
- (f) The Contractor must remove any failed printers within 72 hours of written notification, at no cost to SSC.
- (g) The replacement service will not be considered as accepted until the service has successfully met the acceptance criteria as stipulated in Sections a) and b).
- (h) Following successful completion of the acceptance testing of the service, the Technical Authority will advise the Contractor and the Contracting Authority - in writing - that the service has passed acceptance.
- (i) The date of acceptance will be the date of successful completion of Acceptance Testing for the upgraded service.

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

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

**7.7.5.1** the total amount of credits for a given monthly billing cycle reach a level of 10%; or

**7.7.5.2** the corrective measures required of the Contractor described above are not met.

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

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

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

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



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

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

#### **7.7.11 Basis of Payment**

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

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

#### **7.8 Limitation of Expenditure**

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

**7.8.1** Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

**7.8.2** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- when it is 75% committed, or
- four months before the contract expiry date, or
- as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.



If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **7.9 Invoicing Instructions**

**7.9.1** The Contractor must submit invoices in accordance with the information required in the General Conditions.

**7.9.2** The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

**7.9.3** By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

**7.9.4** The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

## **7.10 Certifications**

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

### **7.10.1 Federal Contractors Program for Employment Equity – Default by the Contractor**

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

## **7.11 Applicable Laws**

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

## **7.12 Priority of Documents**

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) 2035 (2018-06-21) General Conditions - Higher Complexity - Services
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List.;
- (f) Annex D, SCSI Submission Form;
- (g) Annex E, SCI Scope Diagram



- (h) Annex F, Annex F, Federal Contractors Program for Employment Equity – Certification;
- (i) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

### 7.13 Electrical Equipment

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

### 7.14 Foreign Nationals (Canadian Contractor)

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

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

### 7.15 Foreign Nationals (Foreign Contractor)

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

### 7.16 Insurance Requirements

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

### 7.17 Joint Venture Contractor

**7.17.1** The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: [Insert all the joint venture members named in the Contractor's original bid].

**7.17.2** With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

**7.17.2.1** \_\_\_\_\_ has been appointed as the “representative member” of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;

**7.17.2.2** by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and

**7.17.2.3** all payments made by Canada to the representative member will act as a release by all the members.

**7.17.3** All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the Work in any way.

**7.17.4** All the members are jointly and severally or solitarily liable for the performance of the entire Contract.

**7.17.5** The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

**7.17.6** The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.





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

## 7.18 Supply Chain Security Clauses

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

### 7.18.1 On-going Supply Chain Integrity Process

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

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

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

#### 7.18.1.2 Assessment of New SCSI:

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

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

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

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





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

**7.18.1.3** Identification of New Security Vulnerabilities in SCSI already assessed by Canada:

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

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

**7.18.1.4** Addressing Security Concerns:

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

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

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

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

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



#### 7.18.1.5 Cost Implications:

Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment. However, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:

- (i) with respect to Products already assessed without security concerns by Canada pursuant to an SCSi assessment, evidence from the Contractor of how long it has owned the Product;
- (ii) with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
- (iii) evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
- (iv) the normal useful life of the Product;
- (v) any “end of life” or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
- (vi) the normal useful life of the proposed replacement Product;
- (vii) the time remaining in the Contract Period;
- (viii) whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
- (ix) whether or not the Product being replaced can be redeployed to other customers;
- (x) any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
- (xi) any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
- (xii) the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.

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

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



#### **7.18.1.6 General:**

The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.

The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.

Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.

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

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

#### **7.18.2 Subcontracting**

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

- (a) the name of the subcontractor;
- (b) the portion of the Work to be performed by the subcontractor;
- (c) the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
- (d) the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada's facilities;
- (e) completed sub-SRCL signed by the Contractor's Company Security Officer for CISC completion;  
and
- (f) any other information required by the Contracting Authority.

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



### 7.18.3 Change of Control

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

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

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

The Contractor must notify the Contracting Authority in writing of:

- (a) any change of control in the Contractor itself;
- (b) any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
- (c) any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

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

In this Article, a “change of control” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture’s corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.

If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 days of



receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.

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

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

Despite the foregoing, Canada's right to terminate on a "no-fault" basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.

## **7.19 Limitation of Liability - Information Management/Information Technology**

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

### **7.19.1 First Party Liability:**

**7.19.1.1** The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

**7.19.1.1.1** any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";

**7.19.1.1.2** physical injury, including death.

**7.19.1.2** The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

**7.19.1.3** Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

**7.19.1.4** The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph 7.19.1.1 above.





**7.19.1.5** The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:

**7.19.1.5.1** any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

**7.19.1.5.2** any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph 7.19.2.5.2 of the greater of 0.5 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \_\_\_\_\_. In any case, the total liability of the Contractor under subparagraph 2.5 will not exceed the total estimated cost (as defined above) for the Contract or \_\_\_\_\_ whichever is more.

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

## **7.19.2 Third Party Claims:**

**7.19.2.1** Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

**7.19.2.2** If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article 7.20.3.1, with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

**7.19.2.3** The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 7.20.3.

## **7.20 Access to Canada's Property and Facilities**

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

## **7.21 Removal of Existing Equipment**

The Contractor is responsible for the dismantling and removal of all identified PSPC equipment. Public Services Procurement Canada, National Print Portfolio, Quebec City Print Center and Public Services Procurement Canada, National Print Portfolio, Winnipeg Print Center each have four IBM IP4000 printers (Total of 8 between 2 sites) that will have to be dismantled and removed. There are also six Bell+Howell BH3500 inserters (Total of 12 between 2 sites), including input cutters, folders, insertion, inserts and sealing stations, to be removed.





#### **7.22 Modification to Equipment List/Location**

Canada reserves the right to add or remove equipment, locations and billing codes from the Contract upon thirty (30) calendar days advance written notice to the Contractor. The Contract price shall be adjusted in proportion to the number of impression increased or reduced to reflect the change in price resulting from any such additions or deletions. Any additions or removal equipment from the Basis of Payment at Annex A shall be evidenced through a formal Contract amendment.

#### **7.23 Communications**

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



## ANNEX A – STATEMENT OF REQUIREMENT (MANDATORY)

### 1 Introduction

#### 1.1 Background

Public Services and Procurement Canada (PSPC), National Print Portfolio (NPP) currently produces over 30 bulk mailing payment products on behalf of the Receiver General for Canada (e.g. Canada Pension Plan, Old Age Security, Tax Refunds, GST Credits, Child Tax Benefits, etc.). Mail pieces are combined with inserts, enveloped, and dispatched by two (2) print production sites across Canada. These centers are located in Quebec City and Winnipeg.

Currently, each production facility is equipped with two print lines. Each print line is comprised of two (2) Roll to Fold MICR Infoprint 4000 ID1/2 engines, for a total of 4 print lines and 8 print engines. (Engine 1 in each line is MICR toner and engine 2 is normal toner.) Additionally each production facility is equipped with six Bowe, Bell & Howell 3500 inserters, for a total of 12 devices. Most of the equipment has exceeded its recommended usage and that poses a risk to PSPC's ability to meet its commitments.

#### 1.2 Requirement Overview

Instead of just replacing the existing equipment at the print centers PSPC has opted to contract for a fully integrated, turnkey service to meet all print, insertion and mailing requirements. The contractor will be required to provide all equipment, software, consumables (excepting paper which will be supplied by PSPC) and all other items required to meet the stated requirements of this Request for Proposal (RFP).

This turnkey service must be offered on an all-in (excepting for paper) cost per foot basis.

The primary purpose of the required service must provide PSPC with the ability to run all of the, print, insert and mail workflow jobs identified in this document.

The supplied service must be able to meet all of the requirements of the identified print, insert and mail workflows including the identified volumes and throughputs. Details of the print, insert and mail workflow requirements, volumes, required through puts and related information can be found in Appendix 1 – PSPC NPP Print Mail and Insert Workflow Job Requirements and Anticipated Volumes.

The supplied service must be able to work with PSPC's existing InfoPrint Manager software, or provide an acceptable replacement for Infoprint Manager that includes all current functionality provided by InfoPrint Manager. An additional, important part of the required service must provide PSPC NPP with the capabilities to:

- a) Improve the efficiency, effectiveness and overall costs of each of the existing print and mail workflows;
- b) Offer new and improved print and mail solutions, through vendor professional services included in the resulting contract;
- c) Meet Business Continuity Planning (BCP) and Disaster Recovery Planning (DRP) requirements.

Other requirements include:

- 1) Proof of Proposal (PoP) Demonstration - the selected bidder must prove all items in their proposal perform as claimed specifically the ability to run all identified jobs (Appendix 1) and meet all functional and technical requirements identified in this document. Note that it is not necessary to install the full proposed service for the PoP just what is necessary to prove the requirements of the PoP.
- 2) Implementation – following successful completion of the PoP the selected bidder, at each site, must install an instance of the proposed service.
- 3) Acceptance Testing – following the selected bidder declaring the instance of the proposed service at each site is available for acceptance testing, PSPC in cooperation with the selected bidder will conduct acceptance testing of the service. This acceptance testing (for the service installed at each site) will in addition to running all of the tests identified in the PoP (Appendix 1) will also test to confirm that the installed service meets all stated volume and through put requirements and that the installed service connects to the PSPC network and successfully receives all identified job input files.
- 4) Reliability and Availability Testing – the identified availability levels must be attained over a 20 working day period.
- 5) Professional services including process and workflow design, programming and analytical services.



- 6) Training services.
- 7) Ongoing remedial and preventive maintenance services.
- 8) Existing equipment removal and disposal.

Note: While the contractor will be responsible for all maintenance and repair activities under the contract PSPC will provide all operations personnel.

All products, services, items, functions, and features specified in this requirements specification are mandatory.

## **2 Workflow and document management requirements**

### **2.1 Overview**

The service must include a Job Workflow system that controls an end-to-end print, insert and mail system with as a minimum the following features:

- 1) Production Management.
- 2) Tracking.
- 3) Data preparation.
- 4) Composition.
- 5) Forms inventory control.
- 6) Print.
- 7) Output management.
- 8) Merge/Insertion.
- 9) Automated verification and reconciliation.
- 10) Reporting.
- 11) Archiving.
- 12) Service Level Agreement (SLA) support.
- 13) All software and hardware required (2 instances, one at each print center) to operate the Job Workflow system. Additionally the Contractor must supply one copy of the workflow/forms design software for PSPC's use on its own system to design and test forms and jobs.

The provided software must include workflow and step templates which can be used as starting points for creating customized workflows and steps. A workflow must consist of steps grouped in phases and connectors between steps, displayed by the system.

It must be possible to do the following actions on the workflow and step templates:

- 1) Create new.
- 2) Edit.
- 3) Copy.
- 4) Delete.

The provided Job Workflow system must be able to meet all of the requirements of Appendix 1: PSPC Print Mail and Insert Workflow Requirements.

### **2.2 Production Management**

Production Management must include tools for centralized control, job consolidation, scheduling, capacity planning, job accounting information, and production alerts.

### **2.3 Tracking**

The Service must track all jobs and documents from the receipt of print files to delivery. Tracking must incorporate the use of a barcode-based process and reconciliation reports.



Item Tracking must track and manage every communication piece in all production areas. A detailed audit trail must be maintained for each item with current status, number of statement pages and inserts, and the date, time and location processed. Item Tracking must manage and reconcile individual and combined jobs that are processed.

## 2.4 Data Preparation

Data preparation must include the receipt, indexing and transformation of print input data.

Accepted input file formats are as a minimum to include Advanced Function Presentation Data Stream (AFPDS) and Adobe PDF. The service must be able to manage and control print and mail processing using these two file types natively, with no transformations.

## 2.5 Composition

Composition must as a minimum include document layout/enhancement and the assigning of business rules.

Available enhancements are to include:

- 1) Merge print files together to create larger files.
- 2) Re-sequence output.
- 3) Going from one up to multiple up or vice versa.
- 4) Create barcodes.
- 5) Create page groups.
- 6) Create OMR marks.
- 7) Split the print file into separate batches based on the number of pages in each collation.
- 8) Creating banner pages
- 9) Outputting PDF and indexing for archiving and/ e-delivery
- 10) Changing from simplex to duplex and vice versa.
- 11) Adding or deleting pages from the print file.
- 12) Adding logos, watermarks.
- 13) Mask information.
- 14) Add content to white space areas.

## 2.6 Forms Inventory Control

The Service must provide the capabilities to track the use of various forms, inventory on hand, forecast use and when to re-order in economic quantity.

## 2.7 Output Management

The Service must provide the capabilities to:

- 1) Assign workflows automatically.
- 2) Manage jobs (release, remove, delete, hold, redo, retain), print queues, devices, workload scheduling to meet client Service Level Agreement (SLA) requirements, and view activities.
- 3) Specify the media required for the job.
- 4) Automate production workflows that make routing decisions based on customer defined criteria.
- 5) Balance workloads across print lines and/or sites to provide critical overflow or disaster recovery capabilities.
- 6) Specify whether header or trailer pages are printed with the job.
- 7) Send customizable email notifications about job, document and printer events.
- 8) Retain the job for a set period of time after all job processing completes.
- 9) Maintain a complete history of every job, including reprint requests, in a central database.



## 2.8 Merge/Insertion

The Service must manage inserter control files, load planning, enveloping and automated reprints. The software must be able to create an inserter control file for each job and send it to the inserter controller before the job is inserted. The file must contain information about the entire job, and a record for each document in the job. The record for each document must contain information related to insertion, such as which bins of the inserter should deliver inserts for the document, the number one inserts per document from each bin, whether the document should be diverted to a special output bin, etc. Jobs are to be reconciled after the job finishes insertion. Reconciliation must determine which documents in the job were damaged and need to be reprinted, and which documents to pull (remove) from the job. Reconciliation options are to include reconciling damaged documents automatically or manually with operator control.

## 2.9 Automated Verification and Reconciliation

The Service must provide the capabilities to add barcodes to the documents in a print job and then have cameras or barcode scanners read the barcodes to detect documents that fail to complete a step in the workflow. There must be a means to confirm that any Magnetic Ink Character Recognition (MICR) encoded documents conform to the Canadian Payment Association (CPA) Standard 006. Non-conforming items are to be rejected. There must be a choice of whether the system automatically reprints any missing documents or an operator can specify an action to take for each missing document. The Automated Verification feature must add support for automatic reconciliation where a job enters the reconcile step and the software automatically reconciles the documents in the job and reprints any documents whose barcodes were not read.

## 2.10 Reporting

The Service must come with standard reports plus provide users with the ability to create custom reports on job and document status. Supplied reports must include reports on job events, user actions and printer activity. The reporting function must:

- 1) Provide pre-defined reports that are user configurable to change how the information is displayed.
- 2) Allow creation of custom report templates.
- 3) Create reports about jobs as they are processed.
- 4) Export reports as comma-separated values (CSV) or Portable Document Format (PDF).

## 2.11 Archiving

The Service must maintain a complete history of every job, including reprint requests. This repository must be searchable using job and document properties.

Archive search functions must include:

- 1) Ability to view the contents of a PDF or AFP job or document.
- 2) Submit one or more jobs or documents to a workflow for additional processing.
- 3) View and export a PDF report that contains details and production history about one or more jobs or documents in a repository.
- 4) Save and reuse search criteria for frequently used searches.

## 2.12 Service Level Agreement Support

The Service must provide SLA support capabilities including:

- 1) Ability to show real-time job progress and status in a constant view.
- 2) Receive problem alerts allowing for job intervention and correction.
- 3) A real time capacity scheduler.



### 2.13 Job Workflow System Operational Environment

The contractor must provide all of the hardware, software and any ancillary items required to meet the above Job Workflow system requirements. The requirement is for identical, full systems at each of the two print centers. For each of the two print centers the contractor must provide:

- 1) A server (must be UNIX, LINUX, AIX or Microsoft Server latest editions only) with two workstations (system consoles) attached to each server, with adequate memory and storage to handle existing requirements. The server must be field upgradable to at least double its initial installed capacity in terms of RAM and disk storage.
- 2) The supplied servers are to have the necessary software and hardware to connect to the current network which is TCP/IP router based supporting encapsulated SNA.
- 3) The service must be able to download AFP and PDF files into the supplied systems at each print center. The composing of most documents is performed on the PSPC mainframe. The print ready AFP file is sent to the output queue with a status code of 8, which causes the file to be held in the queue. The operators change the output class from 8 to A, which causes the print ready file to download via a VLAN connection to the server at the selected print center.
- 4) The Job Workflow system must include at each of the two sites, all required software, and servers (primary and alternate) capable of running the software and two (2) Windows based workstations / consoles (primary and alternate) at each print center.
- 5) The Job Workflow system must be accessed using an intuitive graphical user interface (GUI) dashboard.
- 6) The Lightweight Directory Access Protocol (LDAP) must be used by the supplied service for user authentication (the process of validating a username and password combination with a directory server).

### 2.14 Other Job Workflow System Requirements

- 1) The system can be stopped and started from the main Operator Stations.
- 2) The system consoles must have a Graphical User Interface and be able to indicate to the operator the exact area of all malfunctions, errors and jams and can shut down the system immediately in the event of these system errors.
- 3) The system must be equipped with a paper jam protection system.
- 4) By using the system console the operator is able to activate or suppress individual stations.
- 5) All jobs can be pre-programmed into the system using the console.
- 6) There must be a real time monitoring system which has the capability to feed an electronic performance monitoring system measuring the performance of the equipment, keeping track of the entire operation of the machines, registering downtime and its cause, production statistics, activity, number of inserts etc. This must be able to be displayed on the system console in real time.

## 3 PRINT CAPABILITIES

### 3.1 Overview

While PSPC is not specifically specifying the type of printers required in the provided service, there are certain print capabilities that the provided service must meet.

### 3.2 Mandatory Print Capabilities

Mandatory print capabilities are to include:

- 1) The ability to meet all of the requirements of Appendix 1 and Appendix 2.
- 2) Ability to print form sizes up to 18" wide by 14" long.
- 3) Ability to print edge to edge on form sizes specified in this RFP.
- 4) Ability to print both simplex and duplex printing.
- 5) Ability to print multiple logical pages per physical page.
- 6) Ability to print both landscape and portrait orientations.





- 7) As a minimum, the proposed equipment configuration must handle paper weights from 18 to 40 pounds.
- 8) Fully support the IPDS protocol as described in the IBM Data Stream and Object Architecture manual "Intelligent Printer Data Stream Reference" – Seventh Edition (November 2002), IBM Publication S544-3417-07.
- 9) The service must support the IBM AFP family of fonts, including: Times New Roman, Arial or Helvetica, and Courier.
- 10) The service must be capable of printing Universal Bar Codes (UBC) in a designated area of each form. The UBCs must include Code 3 of 5, Interleaved 2 of 5, and the UPC set. The bidder must provide a reference list of bar codes currently supported.
- 11) The service must be capable of printing the new Canada Post Corporation Postal Bar Code currently called "Postnet 4-State Symbology".
- 12) The proposed service must support, as a minimum, a print resolution of 600 x 600 dpi.
- 13) Character size supported must range from a minimum of 5 to a maximum of 36 points. Fonts provided by the bidder must include bilingual character sets. The bidder must identify fonts/character sets available in bilingual fonts and provide samples of these fonts.
- 14) The system must be able to accept AFP, IPDS, and PDF input data files.
- 15) The system must support printing of multiple fonts, graphics, and signatures on the same logical page.
- 16) MICR Font Capabilities:
  - a. Print quality must conform to CPA Standard 006 for production of MICR encoded documents.
  - b. The service must be capable of printing variable MICR lines utilizing the E13B font.
  - c. The service must include at least 3 per print plant MICR verification equipment (e.g. MICR verifier/analyzer device ) for the purpose of ensuring that E13B font and MICR print lines conform to CPA 006 – Specifications for MICR-Encoded Payment Items:  
[https://www.payments.ca/sites/default/files/standard\\_006\\_complete.pdf](https://www.payments.ca/sites/default/files/standard_006_complete.pdf).

## 4 Insert CAPABILITIES

### 4.1 Overview

While PSPC is not specifically specifying the type of inserters required in the provided service, there are certain insert capabilities that the provided service must meet.

### 4.2 Mandatory Insert Capabilities

Mandatory insert capabilities are to include:

- 1) The ability to be able to select the insert stations by OMR and 2D matrix control.
- 2) The ability to be able to specify the number of inserts from each hopper to be inserted into one envelope.
- 3) The ability for the system control console to be able to select an insert station in Non-Read Mode for continuous insertion of inserts.
- 4) Each inserter to be equipped with OCR readers to read both 1-UP and 2-UP input documents, as well as an OCR and 2D matrix reader to identify finished (enveloped) mail items.
- 5) Each supplied inserter must have a minimum of 6 hoppers and a minimum collation thickness of 6.25 mm.

## 5 Security

### 5.1 Overview

This section identifies specific security requirements that must be met by the proposed service.



## 5.2 Security Requirements

The proposed service must be capable of producing the printed cheque output and providing the following:

- 1) Tamper Resistance to the final print output.
- 2) Audit trail logs for all abnormal activities.
- 3) Integrity of the data within the system.
- 4) Controlled access to print system and information resources.
- 5) Controlled access to all electronic print resources such as overlays, fonts and signatures.
- 6) Unalterable detailed log of jobs, accesses and changes/deletions.
- 7) Capability to disable remote diagnostic access during normal operation.
- 8) Buffer memory must be cleared of all data at end of print run.
- 9) Recoding of relevant security events, which include:
  - a. job entry, initiation, completion, deletion, restart, abort;
  - b. terminal connects, disconnects, configuration changes;
  - c. user log-on, log-off;
  - d. operator commands and responses;
  - e. overflow of logging information;
  - f. changes to access control information;
  - g. changes to lists of authorized users;
  - h. detected security incidents.
- 10) Any electronic link(s) to the printer or information system (IS) must follow the Communications Security Establishment (CSE) guidelines on Cryptographic Algorithms for UNCLASSIFIED, PROTECTED A, and PROTECTED B Information (ITSP.40.111).

## 6 Other requirements

### 6.1 Proposed Technology

It is mandatory that the hardware, software, firmware, etc. comprising the proposed service, at the closing date of the RFP, meet the following conditions:

- 1) They are actively used in production by a minimum of three reference customers, which are not part of the corporate entity of the bidder or the component manufacturer, on the identical types and models, for at least three months before closing date of the RFP.
- 2) Complete information on all reference customers including: installation date, organization name, contact name and telephone number are to be provided.
- 3) All items will be continuously supported for the planned contract period including option periods, which, for the purpose of this specification, is ten (10) years from the date of acceptance.
- 4) All parts of the equipment hardware and software proposed are standard equipment requiring no further research and development.

### 6.2 Physical Specifications

- 1) It is mandatory that all equipment proposed be certified by the Canadian Standards Association in accordance with requirements of the Canadian Electrical Code, Part 1, or by the Provincial hydro authorities, prior to installation. The bidder must state compliance with this requirement.
- 2) It is mandatory that all moving parts are guarded and electrical power sources are enclosed.
- 3) It is mandatory that where operator access for cleaning of machine is necessary such access must be possible with a minimum use of tools which should be supplied with the equipment.
- 4) It is mandatory that supply voltage variations of +/-5% of the nominal value must be tolerated by the machine without damage or degradation of performance.



- 5) It is mandatory that an on-off power switch is provided that is accessible from the operator's position and protected from accidental activation.
- 6) It is mandatory that overload protection for any drive motor must be provided to prevent motor damage.
- 7) It is mandatory that the maximum noise level of any equipment, when operating, does not exceed the maximum allowed by Treasury Board regulations, (i.e., 87 dBA).
- 8) Humidity requirements. Humidity levels in the print centers range between 30% and 80%, with 40% being the normal operating level. If any equipment proposed requires that additional humidity control be added to the print center sites, costs of such equipment must be factored into bidder's proposal.

## **7 Documentation**

For each site, the supplier must provide 2 copies in.PDF format of user manuals or other user documentation required by the operators and users.

## **8 Training**

### **8.1 Overview**

It is mandatory that the Contractor have available on an as-requested basis the following training at both sites:

- 1) Training on all aspects of the operation of the service (job preparation and scheduling, printer operation, inserter operation, ancillary equipment operation, etc.).
- 2) Training on all aspects of the supplied Workflow software.
- 3) Each on-site training session will be for a minimum of three (3) days.
- 4) Each Training session can be attended by up to six (6) PSPC resources at any time.
- 5) Training courses must be available in both French and English.

## **9 Professional Services**

### **9.1 Overview**

It is mandatory that the Contractor have available on an as-requested basis the following professional services:

- 1) Analysis and design services for analyzing existing and new job workflow requirements and designing solutions to meet the requirements.
- 2) Programming services to program new requirements or to re-program/update existing workflows.

## **10 Maintenance services**

### **10.1 Hardware and Software Maintenance**

- 1) The Contractor must perform on-site preventive and remedial maintenance services during the contract period for the service, as amended from time to time, in accordance with the terms of this contract, at the locations specified.
- 2) The Contractor must maintain all components of the service in good working order. The Contractor must make any adjustment, revision, repair or replacement of any malfunctioning parts to maintain any equipment in good working order and up-to-date revisions to the Original Equipment Manufacturers (OEM) specifications.
- 3) The Contractor will be responsible for the diagnosis and repair of all equipment included in the service.

### **10.2 Principal Period of Maintenance**

The Principal Period of Maintenance (PPM) is defined as 5 days per week 8 hours per day, being the period from 7:30 a.m. to 3:30 p.m. local time, Monday through Friday, excluding government holidays at the location.



### **10.3 Problem Management**

The Contractor's internal management system must record full details of all requested services. These details must include, but not limited to: problem number, contact information, description of the reported problem, call status updates, reported date and time, problem resolution details, and call closure date and time.

### **10.4 Problem Analysis**

The Contractor's internal management system must analyze problem reports to detect pertinent information such as chronic failures by specific components, type of equipment, location, etc.

### **10.5 Service Calls**

The Contractor must provide the services of a Call Centre to act as a central dispatch and reporting centre and to provide initial call problem definition. This Call Centre must be continuously staffed from 7:30 a.m. Eastern Time to 11:30 p.m. Eastern Time. The Call Centre must provide its services in both official languages of Canada (French and English). The Call Centre must be accessible by PSPC via a Contractor-provided Canada-wide toll free number and Internet based call logging.

The Contractor must provide a 30 minute telephone response time for all service calls.

Response time to a problem call by a qualified maintenance technician arriving on-site must be guaranteed not to exceed two (2) hours when calls are made between 7:30 a.m. and 3:30 p.m. local time, Monday to Friday, excluding local statutory holidays, at all sites. If a problem call is made prior to 3:30 p.m. a technician must be on-site within two (2) hours of the call. If a problem call is made after 3:30 p.m. then a technician must be on-site prior to 8:30 a.m. of the next working day unless the call is declared an emergency.

### **10.6 Emergency Calls**

Occasionally PSPC may declare a service call an "Emergency". In the case of a declared "Emergency" a qualified maintenance technician must arrive on-site within two (2) hours of the call being placed and the technician must remain on-site until the problem is resolved no matter the day of the week or the time of the day.

### **10.7 Service Technicians**

The Contractor must provide service technicians in support of any and all parts of the service who are properly trained, experienced and qualified to provide maintenance services on the equipment and/or software and to make any changes necessary to bring the service back on line within the defined response and repair times.

### **10.8 Preventive Maintenance**

The Contractor must provide the site authority with a recommended preventive maintenance schedule for the entire service. The mutually agree to schedule must define the frequency and duration of the preventive maintenance required.

Unless otherwise requested by PSPC, the Contractor must provide on-site preventive maintenance services during the Principal Period of Maintenance (PPM).

### **10.9 Remedial Maintenance**

Remedial maintenance services involve the diagnosis and correction of product malfunctions and failures.

The Contractor must perform remedial maintenance on-site as and when requested by the PSPC print center authority. Requests by the print center authority for remedial maintenance must be submitted to the Contractor via its Call Centre.

Upon commencing on-site remedial maintenance, the Contractor must work continuously performing the maintenance until the items being serviced are operative or until PSPC notifies the contractor to suspend work.

### **10.10 Priority Escalation**

The Contractor must have in place escalation procedures for problems resolution.

The Contractor must have established formal escalation procedures to deal with problems that cannot be resolved within a reasonable time frame\* from the time of the service request. Senior Management in the



company must be made aware of an on-going escalation and give its utmost commitment to make resources available to resolve a problem to the satisfaction of PSPC.

\*The reasonable time frame is defined as twice the on-site response time for Remedial Maintenance.

## 11 ENVIRONMENTALS

### 11.1 Overview

This section describes the layouts, operating environments, space availability, power and air conditioning availability, etc. at the two print centers.

Print Center 1 : Public Services and Procurement Canada  
220, Fortin Street, Suite 200  
Quebec City, Quebec, G1M 3S5

Print Center 2 : Public Services and Procurement Canada  
75 Bentall Street  
Winnipeg, Manitoba, R2X 3B4

### 11.2 Print and Inserter Room Descriptions

#### Quebec City

See Appendix 3 – Quebec Floor Plans

Normal temperature 65-70 degrees Fahrenheit

Humidity range of 35%-50%

Quebec City print room is configured with two L-shaped print lines, each comprise of two Infoprint 4000 engines, with some space allowed for paper and consumables storage

#### Winnipeg

See Appendix 4 – Winnipeg Floor Plans

Normal temperature 65-70 degrees Fahrenheit

Humidity range of 35%-50%

Winnipeg print room is configured with two L-shaped print lines, each comprise of two Infoprint 4000 engines, with some space allowed for paper and consumables storage

### 11.3 Constraints

To ensure operational requirements are met, the contractor will have to use the current space available and, as such, no print or inserter room additions, renovations, or major modifications will be considered.

The bidder must submit, with their proposal, a draft installation plan for each PSPC print site that clearly demonstrates that the proposed service meets all aspects necessary for a complete and successful installation and implementation within the PSPC print and inserter room available space with only minor alterations.

The draft installation plans must include:

- 1) Total service implementation floor space requirements including operator and service clearances.
- 2) Physical dimensions of each item of hardware including drawing templates.
- 3) The proposed physical layout/configuration of the service at each print site.
- 4) The work area needed at the installation site.
- 5) The proposed hardware installation procedures.

Any costs to PSPC associated with minor alterations must be proposed by the bidder and will be included in the financial evaluation.





#### **11.4 Mechanical, Electrical, Environmental Requirements**

All proposed hardware, where applicable, must be certified by the Canadian Standards Association (CSA or CUL) in accordance with the requirements of the Canadian Electrical Code, Manitoba Hydro and Hydro-Québec, prior to installation.

The bidder must identify total cooling requirements in BTU's for the to-be-installed service.

Environmental changes (if any are required) must be proposed by the bidder and included in their financial proposal. Any environmental changes proposed must be subject to approval by PSPC.

The bidder must provide details of the environmental requirements needed to accommodate the proposed service at each of the two PSPC print sites. In particular, for each print site, the following must be provided as well as any other information which the bidder considers relevant:

- 1) The bidder must support all environmental claims with appropriate documentation, published specifications, and physical planning manuals.
- 2) The rated operating noise level (in dB) of the equipment
- 3) The bidder must identify any electrical, mechanical and other environmental modifications or additions to the PSPC print site facilities to implement the proposed printers.

#### **11.5 Health & Safety Requirements**

The bidder must identify all health and safety requirement relating to the installation and safe operation of the proposed service, including any restrictions due to air-borne toxicity or other air quality considerations.

The proposed service and respective consumables must not contain any parts, devices or ingredients that, when operated or applied in accordance with OEM instructions, would cause injury or harm.

The bidder must identify any required modifications or additions to the current print site facilities to implement the proposed service, including air purification, venting, vacuum systems, and any other air quality considerations.

The bidder must identify any requirements for operator health and safety equipment such as facemasks, gloves, hearing protection or breathing apparatus.

Costs associated with any required modifications and/or additions or operator safety equipment must be included in the bidder's financial proposal and will be included in the financial evaluation.

Any changes recommended or required to the print or inserter rooms to improve health and safety must be subject to approval by PSPC.

Any hazardous waste issues with respect to consumables for the proposed printer must be identified. Consumables packaging must be clearly labeled in English and French with proper applications and use instructions.

### **12 Implementation**

#### **12.1 Delivery and Installation**

- 1) All material must be delivered, installed, integrated and configured by the Contractor at the locations specified.
- 2) The Contractor will be responsible for unpacking, assembling, and installing the equipment on site. If applicable, this must include but not be limited to the provision of equipment moving and installation resources such as packing material, vehicles, cranes, personnel, floor protection panels, etc.
- 3) The Contractor must supply all associated materials to effect complete installation at the site. This must include, but not be limited to such things as all the required power connectors, cables, and any other accessories required to install the equipment.
- 4) The Contractor will be responsible for total system integration at each site.
- 5) Upon successful completion of the installation, the Contractor must provide the Worksite Authority and Technical Authority with written notification that the System is Ready for Testing.





- 6) The Contractor must be responsible for maintaining all work areas at the installation site(s) in clean and tidy condition on completion of each day's work and on completion of acceptance including the removal and disposal of all related packing material.
- 7) Delivery and installation will occur first at the Quebec City site where the service once confirmed Ready for Testing will be subject to Installation Testing followed by the Proof of Proposal Testing.
- 8) Delivery and installation for the Winnipeg site will not occur until successful completion of the Proof of Proposal (PoP) Testing.

Note: It may be necessary for the Contractor to uninstall/dismantle and move existing print lines in order to install the new service. While the existing equipment may not necessarily have to be removed from the installation site at that time it will have to be moved aside so that there is sufficient room to install the new service. If there is not sufficient space for the existing equipment to be relocated/stored at the installation site then the Contractor will have to remove the existing equipment from the installation site.

## 12.2 Installation Testing

- 1) The Contractor must describe for each site, any facilities, equipment or services required from PSPC in order to attain Ready for Use (RFU).
- 2) The Contractor must provide a plan describing the installation process, dedicated time required, the time between receipt of the equipment at the site and RFU, and the impact on operations.
- 3) The Contractor is responsible for providing any equipment specifically required for the installation of the service.
- 4) The Contractor must provide a detailed implementation plan, within 10 working days of Contract award, for each site showing activities such as hardware installation and software installation. The plan should show elapsed time for each activity as well as links to pre- and co-requisite activities. Any assumptions made in developing the plan should be described. The plan must clearly show which activities must be performed by PSPC and which will be carried out by the contractor.

## 12.3 Acceptance Testing

The first stage of Acceptance Testing will be the conduct of the Proof of Proposal by the Contractor at the Quebec City print center.

After successful completion of the Proof of Proposal (PoP) at Quebec City the Contractor will install, test and make available the remainder of the Quebec City service for acceptance testing.

During the acceptance test period at each site, with the participation of the Contractor, a series of tests will be run that may include verification of physical characteristics, performance, reliability and availability. This phase will functionally test all installed components.

Also as part of the testing the service will be tested to ensure that the Peak Production Performance Requirements (Appendix 2) can be achieved:

- 1) Each production center service must be able to print 108,600 feet per eight hour day, including 4 roll changes.
- 2) Each production center service must be capable of inserting 154,000 envelopes per day (20% of this calculation must include the 11 inch, duplex, 4 pages requirement).



## 12.4 Reliability and Availability

### Testing:

An availability level of 95.00 % must be attained during an eight (8) hour day for a 20 work day availability level test period for the first installed system at each site.

The calculations will be based on 5 days per week, Monday through Friday, 8 hours per day.

If the availability level is not met over the initial 20 working day period, the test will continue on a day-to-day basis until the objective is met, or until 40 working days have passed from the start of the test.

### Definitions:

The following definitions will apply to any calculations of reliability or availability:

**Equipment failure:** a malfunction of the equipment which prevents printing at full equipment capability. A printer has failed if any of the associated hardware or software provided by the vendor to operate the printer, has failed.

**Operational Use Hours:** 8 hours per day, 5 days per week, depending on operational requirements, but not including equipment failure downtime and null time.

**Null Time:** preventive maintenance time required by the supplier (as stated in response by the vendor to this RFP), operator performed preventive maintenance as stipulated by the supplier, scheduled time to install engineering changes on the equipment, and other times as mutually agreed between PSPC and the vendor.

**Down Time:** the duration of an equipment failure. Down time will begin once the supplier is notified of the equipment failure, or if access to the equipment is withheld by PSPC, will begin when access is permitted, and will end at the time the supplier notifies PSPC that the equipment is available for use, and is in good operating condition according to published specifications.

**Failure:** an incident when PSPC cannot process data with full equipment capacity due to a malfunction of an integral part of the equipment. For example, the dynamic insertion server provided by the Contractor will be considered an integral part of the equipment. Where the equipment failure has occurred as a result of an external event in a non-integral part of the equipment the incident will not be considered an equipment failure.

(During a period when access is withheld by PSPC, further occurrences of the same equipment failure will not be recorded for calculations of reliability and availability.)

$$\text{MTBF (Mean Time Between Failure)} = \frac{\text{operational use hours}}{\text{number of equipment failures}}$$

$$\text{MTTR (Mean Time To Repair)} = \frac{\text{Down Time}}{\text{number of equipment failures}}$$

$$\text{Availability Level} = \frac{\text{MTBF}}{\text{MTBF} + \text{MTTR}} \times 100\%$$

### Post-Acceptance Ongoing Availability and Reliability

For each service instance (one at each print center), an availability level of 95.0% must be maintained over any 60 working day period (moving window). MTBF, MTTR and availability levels must be reported on a monthly basis by the Contractor. Failure to achieve the required 95.00% availability will result in the remedies detailed in the contract.



## **13 REMOVAL OF EXISTING equipment**

### **13.1 Overview**

The bidder will be responsible of the dismantling and removal of the existing equipment at both print centers. After the Proof of Proposal has been tested and approved, the Crown will authorize the installation of the remainder of the service. In order to create the space required for this, the vendor will be authorized to progressively decommission, dismantle, remove and dispose of the old existing equipment.



## APPENDIX 1 TO ANNEX A: PSPC PRINT MAIL AND INSERT WORKFLOW REQUIREMENTS

The workflows for PSPC printing all function within the AFP architecture. Except for one exception noted below all other workflows come from the mainframe with JCL parameters of either FORMS=CHQ (fully composed AFP cheque jobs) or FORMS=FRM (fully composed AFP white paper jobs) or FORMS=STD (line data white paper jobs compiled (RIP) on the AIX/IPM server).

All print jobs functions are similar in function only differing by form length and duplex/simplex. All the CHQ and FRM print jobs arrive as fully composed print ready AFP files including fonts via mainframe using MVS Download and should not be altered in any way once they are received on the server to which they were downloaded. Files are sent to the mainframe output queue with a status code of 8, which causes the file to be held in the queue. Operators change the output class from 8 to A, which causes the print ready file to download via a VLAN connection to the specific InfoPrint Manager AIX server at one of the print sites. InfoPrint Manager is then used to direct the print jobs to the correct printer, whether it be one of the IP4000 print lines, or the small cut-sheet MICR or white paper printer. Another important JCL parameter is the JCL TITLE field. The last 3 digits of this field are used by the client and print operations to indicate what type of cheque or white paper to use.

Our facilities currently use a Roll-to-Fold system. The correct roll of paper, which has perforations at the correct intervals, is selected for the specific product. The documents are printed, whether simplex, or duplex, folded using an inline fanfold machine and accumulated on a table. Roll-to-Fold was selected due to the numerous small batch jobs which are produced. It allows for small runs to be more easily separated, insertion can begin as soon as a small job is complete, rather than waiting for a roll to amass, and it allows a single larger print job to be inserted on multiple insertion machines.

Once the print job has completed, or the accumulation table is full, the fan-folded documents are brought by cart to the insertion room. The printed documents can be inserted on any of the 6 insertion machines at the plant, but would likely go to a machine already adjusted for the correct folds for that particular form. If no machine is currently setup, the plates within one of them would have to be adjusted for the correct fold measurements. Optional inserts (advertisements) or return envelopes are loaded into hoppers if required and the documents are folded and inserted.

For single page cheques (7", 11", or 14") and single page whitepaper documents, the single sheet is folded as appropriate and inserted into the envelope, along with any required inserts, or return envelopes. For multiple page cheques (2 pages – 11", or 4 pages – 11"), or for multiple page whitepaper products of up to 5 pages, the pages are collated, folded together and inserted into the envelope. For whitepaper products of more than 5 pages, the jobs are run separately and the printed documents are collected and manually inserted into envelopes.

There are 9 different rolls of cheque stock and up to 5 different rolls of whitepaper, making for a possible maximum 14 roll changes in a shift. The average is 3 to 6 roll changes per shift. The time required to change the paper roll should be factored in to the daily print capacity.

Currently, all printing is done from 18 inch wide, 2-up rolls. With tractor holes removed and sliced down the middle, all forms are 8 ½ inches wide. The service must also be able to handle rolls as narrow as 12", including tractor holes.

All 34.3 million cheques are inserted into their own envelope, roughly 9.5 million with an additional insert. For multipage cheques, the pages are folded together and the bundle inserted into a single envelope. The 26.95 million whitepaper pages printed get inserted into roughly 19.2 million envelopes, 12 million of which have additional inserts or enclosed envelopes.

Most inserts are inserted on a 1 to 1 basis, one of each required insert in each envelope. There is a special product which requires the ability to insert multiple inserts into specific envelopes, based on OMR marks. The service requires the ability to add from 1 to 6 inserts (3 ½"x 7" cards) to any given envelope,



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based on OMR marks that will be added by the client. The product is printed daily, with an average of 750 claimant cards per day. The annual volume is approximately 185,000 cards inserted each year. For one single, low volume product, the documents are composed into a print ready AFP file by the client on their systems and are sent to an output queue on a different mainframe partition, MVSZ. In order to print these jobs, the connection between InfoPrint Manager and the printers is severed and a connection is made to the printer directly from MVSZ. The files are then manually pushed to the printer.



**APPENDIX 2 TO ANNEX A: ANTICIPATED VOLUMES & PEAK PERFORMANCE REQUIREMENTS**

**Anticipated Volumes**

The following table indicates the estimated annual volumes for each form type. Please note that the calculated printed feet is in linear feet of 18 inch wide printing. 1 duplex foot = 2 feet of print.

Estimated Annual Print Volumes			
Form Type	Annual vol.	Specifications	Calculated Printed feet
Cheque	17,582,000	7" Duplex	10,256,166.67
Cheque	5,000	7" Duplex	2,916.67
Cheque	4,619,733	11" Duplex	4,234,755.25
Cheque	1,000	11" Duplex	916.67
Cheque	2,270,578	14" Duplex	2,649,007.67
Cheque	268,205	14" Duplex	312,905.83
Cheque	4,258,476	11" Duplex – 2 Pages	7,807,206.00
Cheque	185,000	11" Duplex – 2 Pages	339,166.67
Cheque	5,161,052	11" Duplex – 4 Pages	18,923,857.33
White Paper	9,306,097	11" Duplex	8,530,588.92
White Paper	16,928,649	14" Duplex	19,750,090.50
White Paper	340,043	11" Simplex	155,853.04
White Paper	375,910	14" Simplex	219,280.83
		Annual total feet =	73,182,712.04

**Note 1:** These are the current estimates based on what PSPC knows to be the requirements. It is anticipated that some of these requirements (cheque volumes) may reduce by 1 to 2 % per year over the first 5 years of the contract.

**Note 2:** All 34.3 million cheques are inserted into their own envelope, roughly 9.5 million with an additional insert. For multipage cheques, the pages are folded together and the bundle inserted into a single envelope.

**Note 3:** The 26.95 million whitepaper pages printed get inserted into roughly 19.2 million envelopes, 12 of which have additional inserts or enclosed envelopes. MAKE THESE NOTES AS WELL.





The following table shows current print capacities in each of PSPCs formats, both per print line and the combined 4 print lines from both production sites.

FORMAT	Print Per Hour Per Line	Print Per Hour 4 Lines
7"	30,000	120,000
11"	20,000	80,000
14"	15,000	60,000
11" - 2 Pages	10,000	40,000
11" - 4 Pages	5,000	20,000

While capacities are shown by form length and page count, there are 9 different rolls of cheque stock and 5 different rolls of white paper stock. Daily capacity will also have to take into consideration the amount of time required to change input rolls. While not likely, production sites can print from up to 11 different rolls per day. The norm is 3 to 6 different rolls in a day.

**Insertion Capacity:**

The following table shows the current insertion capacity of the Inserters located at the PSPC print production sites. Values are given for each form type used, by individual inserter and the combined 12 inserters from both production sites, both with and without inserts (return envelopes, or folded adverts.)

FORMAT	Insertions Per Hour Individual Inserters		Insertions Per Hour 12 Inserters	
	No Inserts	With Inserts	No Inserts	With Inserts
7"	4,500	4,300	54,000	51,600
11"	4,500	4,300	54,000	51,600
14"	4,000	3,800	48,000	45,600
11" - 2 Pages	3,500	3,300	42,000	39,600
11" - 4 Pages	2,500	2,300	30,000	27,600

**Peak Production Performance Requirements**

The following represents what PSPC NPP expects to print and insert in a single peak month;

**Cheques:**

7 inch, duplex	3,375,000
11 inch, duplex	87,500
11 inch, duplex, 2 pages	495,000
11 inch, duplex, 4 pages	1,100,000

**White Paper:**

14 inch, duplex	1,806,000
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This represents a total of roughly 4.56M linear feet of duplex printing (9.12M feet of printing on 4.56M feet of paper, 2-up) and roughly 6,463,500 insertions in month that had 21 working days.



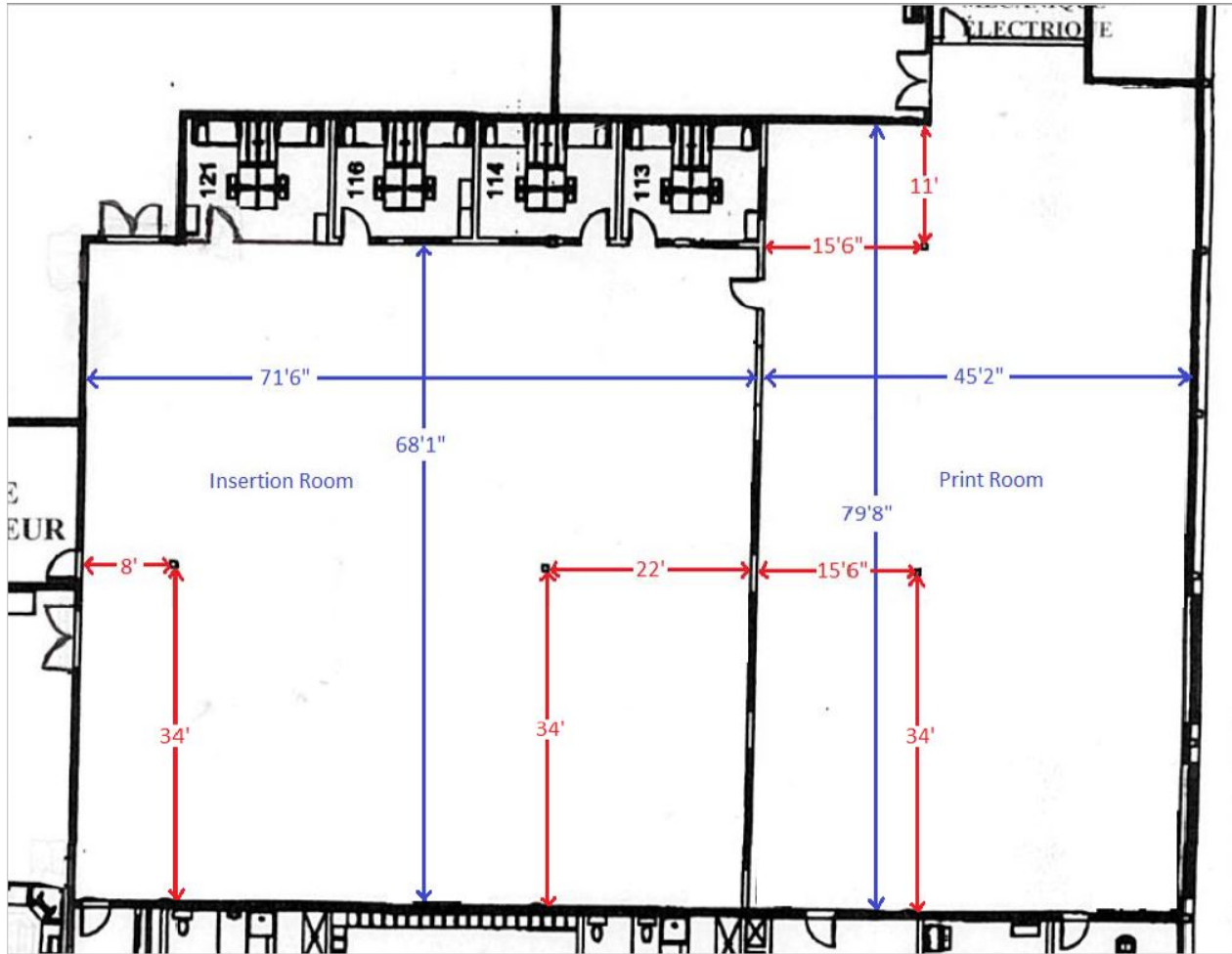
### **Acceptance Testing Requirements**

For Acceptance Testing the following must be achieved:

- 1) Each production center service must be able to print 108,600 feet per eight hour day, including 4 roll changes.
- 2) Each production center service must be capable of inserting 154,000 envelopes per day (20% of this calculation must include the 11 inch, duplex, 4 pages requirement).

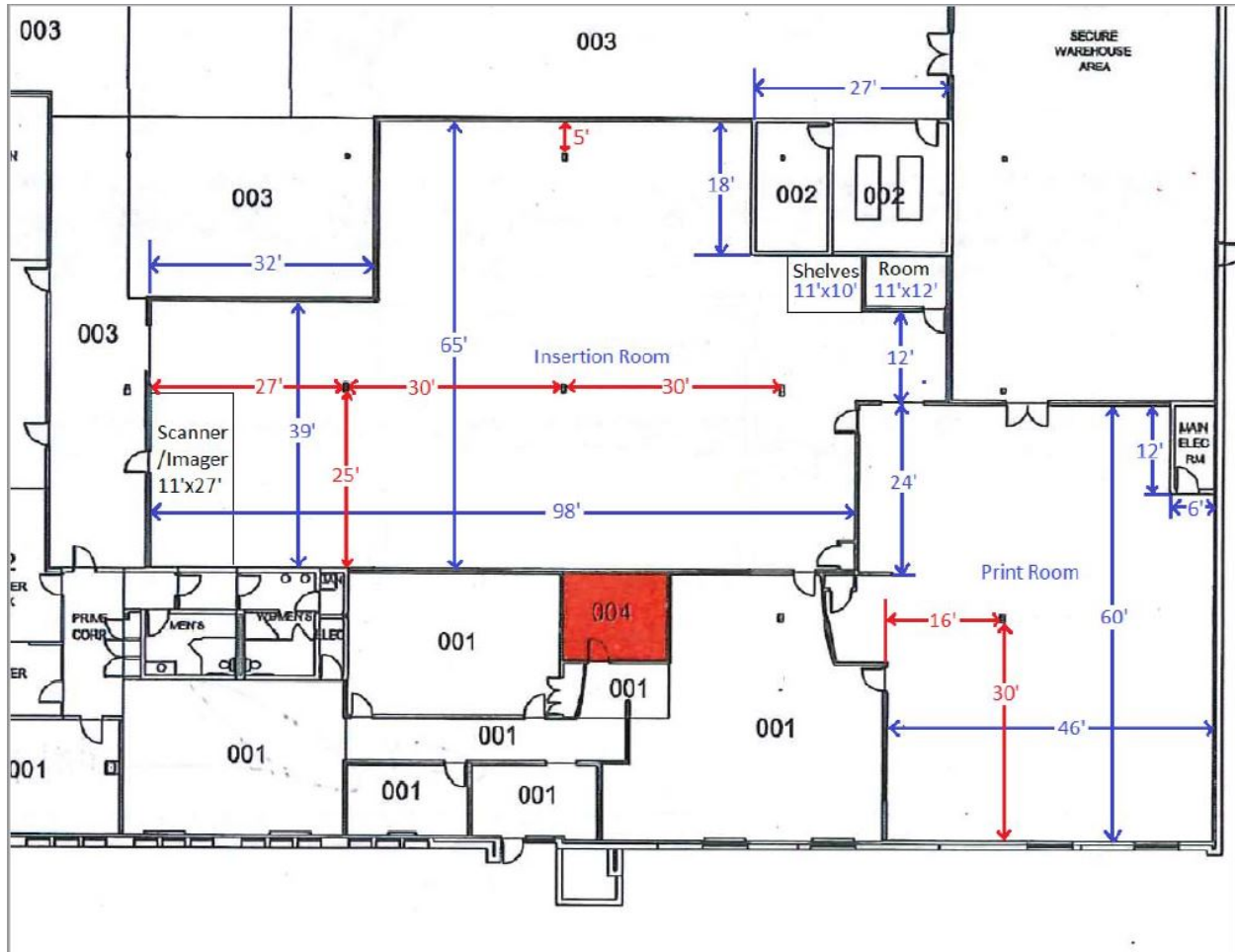


APPENDIX 3 TO ANNEX A: QUEBEC CITY PRINT AND INSERT ROOMS FLOOR PLAN





APPENDIX 4 TO ANNEX A: WINNIPEG PRINT AND INSERT ROOMS FLOOR PLAN





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## **ANNEX B – BASIS OF PAYMENT**

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





## ANNEX C – SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>NPP2019-01</b>
Security Classification / Classification de sécurité

### 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 <b>PSPC</b>	2. Branch or Directorate / Direction générale ou Direction <b>Digital Services Branch</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance <b>TBD</b>	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant <b>TBD</b>	
4. Brief Description of Work / Brève description du travail <b>PSPC will issue an RFP to replace its aging print and inserter equipment in our print plants in Quebec City and Winnipeg. This SRCL supports the RAS to prepare the RFP with SSC.</b>		
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 type="checkbox"/> No / Non <input checked="" 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 checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	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"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" 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"/>





Contract Number / Numéro du contrat

NPP2019-01 mm

Security Classification / Classification de sécurité

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

- Reliability Status / Cote de fiabilité: [checked]
Top Secret - Sigint / Très secret - sigint: [ ]
Site Access / Accès aux emplacements: [ ]
Confidential / Confidentiel: [ ]
NATO Confidential / NATO confidentiel: [ ]
Secret / Secret: [ ]
NATO Secret / NATO secret: [ ]
Top Secret / Très secret: [ ]
Cosmic Top Secret / Cosmic très secret: [ ]

Special comments:
Commentaires spéciaux:

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

10. b) May uncreened 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 uncreened 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 mm

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 <i>NPP2019-01 mm</i>
Security Classification / Classification de sécurité

**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				CONSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTRICTIONNÉE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Bases / Production		✓														
IT Media / Support TI		✓	✓													
IT Link / Lien électronique		✓														

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

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

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

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



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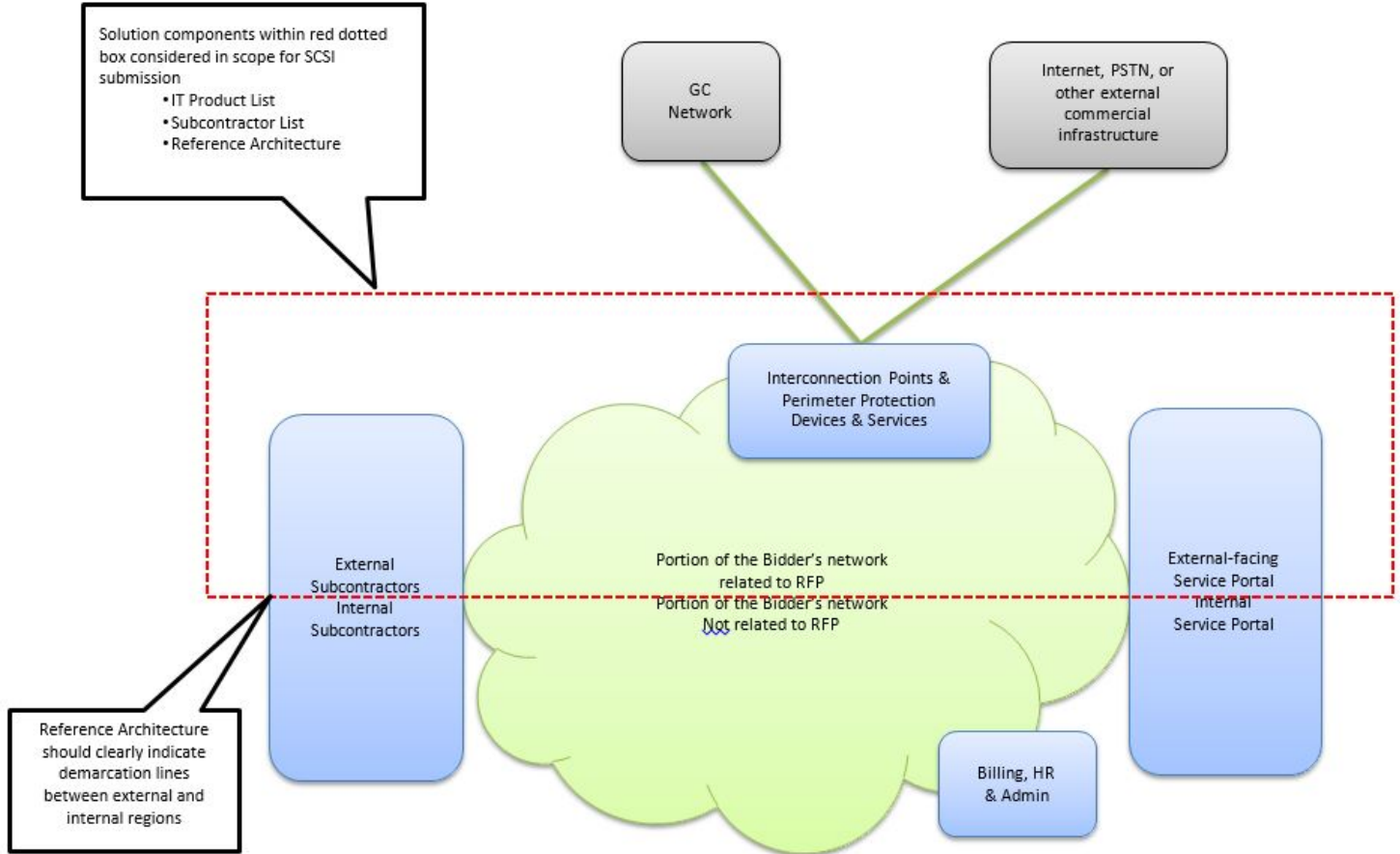
## **ANNEX D – SCSI SUBMISSION FORM**

**Note:** Annex D is provided as a separate attachment





### ANNEX E – SCI SCOPE DIAGRAM





## ANNEX F – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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



### FORM 1 – BID SUBMISSION FORM

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





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## FORM 2 – SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM

**Note:** Form 2 is provided as a separate attachment.



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## FORM 3 – FINANCIAL BID PRESENTATION SHEET

**Note:** Form 3 is provided as a separate attachment.