

SHARED SERVICES CANADA

Request for Proposals for an Information Technology Service Management (ITSM) Tool Solution

Solicitation No.	30190	Date	January 24, 2018
GCDocs File No.		GETS Reference No.	PW-19-00841613

Issuing Office	Shared Services Canada 180 Kent Street, 13 th Floor Ottawa, Ontario K1P 0B5		
Contracting Authority (The Contracting Authority is the contact for all aspects of the procurement process, including questions and comments about this document)	Name		
	Telephone No.		
	Email Address	ssc.pvrdcprojects-arfprojetscd.spc@canada.ca	
	Postal Address	As set out for the Issuing Office above	
Closing Date and Time	March 12, 2019 at 14:00 (referred to in this solicitation as “ Solicitation Closing ”)		
Time Zone	Eastern Daylight Time (EDT)		
Destination of Goods/Services	National Capital Region (NCR)		
Email Address for Submitting your Bid by Solicitation Closing	ssc.pvrdcprojects-arfprojetscd.spc@canada.ca		

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1 General Information

1.1 Overview

- a) **SSC Requirement and Potential Client Users:** This solicitation is being issued by Shared Services Canada (SSC). SSC is a federal government department that acts as a shared services organization. Any resulting instrument(s) will be used by SSC to provide shared services to one or more of its Clients.
 - i) SSC's "**Clients**" include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the life of any resulting instrument(s), and those other organizations for whom SSC's services are optional at any point during the life of any resulting instrument(s) and that choose to use those services from time to time. In addition to the Government of Canada, SSC may also serve a government of a province or municipality in Canada, a Canadian aid agency, a public health organization, an intergovernmental organization or a foreign government.
- b) **Non-Exclusive Engagement:** This procurement process does not preclude SSC from using another method of supply for any of its Clients with the same or similar needs, unless any resulting instrument expressly indicates otherwise. Also, no government of a province or municipality in Canada, Canadian aid agency, public health organization, intergovernmental organization or foreign government is ever required to use any resulting instruments.
- c) **Nature of Requirement:** SSC has a requirement for the services of a Contractor to supply, implement and support a complete Enterprise ITSM Tool solution comprised of:
 - i) Enterprise ITSM Tool COTS software;
 - ii) System Integration professional services required to implement the new ITSM Tool solution;
 - iii) Transition-out Services; and
 - iv) Application Management Services.
- d) **Number of Resulting Contract(s):** SSC intends to award one (1) contract
- e) **Term of Resulting Contract(s):** SSC is currently contemplating a contract period of up to 11 years.

1.2 National Security Exception

Canada has invoked the National Security Exception for all purposes with respect of this requirement and, as a result, none of the disciplines of the trade agreements apply to this procurement.

1.3 Cancellation of Previous Solicitation

The solicitation released under No. 15-31240-0 was cancelled. This solicitation begins a new procurement process.

1.4 Volumetric Data

The data found in Attachment 1 has been provided to bidders to assist them in understanding Canada's requirements. The inclusion of this data in this solicitation does not represent a commitment by Canada that Canada's future usage or purchase of the goods or services described in this solicitation will be consistent with this data. It is provided purely for information purposes. Although it represents the best information currently available to SSC, Canada does not guarantee that the data is complete or free from error.

1.5 Conflict of Interest or Unfair Advantage

As set out in SSC's Standard Instructions, a bid can be rejected due to an actual or apparent conflict of interest or unfair advantage.

In this regard, Canada advises that it has used the services of a number of private sector consultants/contractors in preparing strategies and documentation related to this procurement process, including the following:

- a) Ibiska Telecom
- b) Maplesoft Consulting
- c) Gartner Inc.
- d) Veritaaq
- e) HubSpoke

1.6 Security Requirements

- a) The contractor and/or any and all subcontractors must be from a country with which Canada has an international bilateral industrial security instrument or will have such an instrument with Canada by the end of the bidding period. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PSPC website:

<https://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html?wbdisable=true#s1>

- b) The following security clauses apply and form part of the Resulting Contract Clauses must be met by the date of contract award:
 - (i) The Foreign recipient Contractor / Offeror / Subcontractor shall, at all times during the performance of the Contract / Standing Offer / Subcontract, hold a valid Facility Security Clearance (FSC), issued by the NSA/DSA of the supplier's country, at the equivalent level of SECRET in accordance with the national policies of the supplier's country.
 - (ii) All CANADA CLASSIFIED information/assets accessed by the Foreign recipient Contractor / Offeror / Subcontractor shall NOT be safeguarded at the Foreign recipient's sites.

- (iii) CANADA CLASSIFIED information/assets shall be released only to Foreign recipient Contractor / Offeror / Subcontractor personnel, who have a need-to-know for the performance of the Contract / Standing Offer / Subcontract and who have a Personnel Security Clearance at the level of SECRET, granted by their respective National Security Authority (NSA) or Designated Security Authority (DSA) of the supplier's country, in accordance with national policies of the supplier's country.
- (iv) CANADA PROTECTED / CLASSIFIED information/assets provided or generated pursuant to this Contract / Standing Offer / Subcontract shall not be further provided to a third party Foreign recipient Subcontractor unless:
 - a. written assurance is obtained from the third-party Foreign recipient's National Security Authority (NSA) or Designated Security Authority (DSA) to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CANADA PROTECTED / CLASSIFIED information/assets by the third-party Foreign recipient's NSA/DSA; and
 - b. written consent is obtained from the NSA/DSA of the supplier's country, if the third-party Foreign recipient Subcontractor is located in a third country.
- (v) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of their respective National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national policies of the supplier's country.
- (vi) The Foreign recipient Contractor / Offeror / Subcontractor shall not use the CANADA PROTECTED / CLASSIFIED information/assets for any purpose other than for the performance of the Contract / Standing Offer / Subcontract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian Designated Security Authority (DSA), in consultation with Communications Security Establishment (CSE) in order for CSEC to approve release.
- (vii) The Foreign recipient Contractor / Offeror / Subcontractor visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada's Designated Security Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).
- (viii) The Foreign recipient Contractor / Offeror / Subcontractor shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED / CLASSIFIED information/assets pursuant to this Contract / Standing Offer / Subcontract has been compromised.
- (ix) The Foreign recipient Contractor / Offeror / Subcontractor shall immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA) all cases in which it is known or there is reason to suspect that CANADA CLASSIFIED information/assets accessed by the Foreign recipient Contractor / Offeror / Subcontractor, pursuant this Contract / Standing Offer / Subcontract, have been lost or disclosed to unauthorized persons.

- (x) The Foreign recipient Contractor / Offeror / Subcontractor shall not disclose CANADA PROTECTED / CLASSIFIED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/ Designated Security Authority (NSA/DSA) / Canadian DSA.
- (xi) The Foreign recipient Contractor / Offeror / Subcontractor shall comply with the provisions of the International bilateral industrial security instrument between the supplier's country and Canada, in relation to equivalencies.
- (xii) The Foreign recipient Contractor / Offeror / Subcontractor must comply with the provisions of the Security Requirements Check List attached at Annex C.
- (xiii) In the event that a Foreign recipient Contractor / Offeror / Subcontractor is chosen as a supplier for this Contract, subsequent Country-Specific Foreign security requirement clauses shall be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with the security provisions, as defined by the Canadian DSA, in relation to equivalencies.

2 Instructions for Bidders

2.1 P2P

- a) P2P is not applicable to this procurement.

2.2 Standard Instructions, Clauses and Conditions

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

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

- b) Section 01 only of Public Services and Procurement Canada's 2003 Standard Instructions - Goods or Services - Competitive Requirements (bearing the most recent date before the date this solicitation was issued) is incorporated by reference into and forms part of this solicitation.
- c) SSC's Standard Instructions for Procurement Documents No. 1.4 ("**SSC's Standard Instructions**") are incorporated by reference into and form part of the solicitation. If there is a conflict between the provisions of SSC's Standard Instructions and this document, this document prevails.
- d) With respect to SSC's Standard Instructions:
 - i) There will not be a conference of interested suppliers.
 - ii) There will not be a site visit.
 - iii) Instead of the bid validity period set out in SSC's Standard Instructions, bids will not expire until they are withdrawn by the bidder.
- e) By submitting a bid, as set out in the Bid Submission Form, the bidder is confirming that it agrees to be bound by all the instructions, clauses and conditions of the solicitation, including those incorporated by reference.

2.3 Questions and Comments

Questions and comments about this solicitation can be submitted in accordance with the section of SSC's Standard Instructions entitled "**Communications**". However, instead of the deadline specified in those Standard Instructions, there will be two (2) question periods, as follows:

- a) **Question Period 1:** questions should be submitted following the initial solicitation posting date and no later than February 14, 2019 at 23:59 EDT.
- b) **Question Period 2:** The second question period is intended for follow-up questions to Canada's initial response(s). Canada may, in its discretion, answer new questions relevant to the solicitation that have not previously been addressed. Question Period 2, will conclude at

23:59 EDT on the fifth business day after the response(s) to the Question Period 1 are posted on buyandsell.gc.ca.

SSC will respond to these questions at least 10 days before the closing date.

2.4 Submission of Only One Bid

- a) A bidder can be a sole proprietorship, corporation, a partnership, a joint venture or a natural person.
- b) Each bidder (including related entities) will be permitted to submit only one bid. If a bidder or any related entities participate in more than one bid (participating means being part of the bidder, not being a subcontractor), Canada will provide those bidders with 2 Federal Government Working Days (FGWDs) to identify the single bid to be considered by Canada. If those bidders do not respond by this deadline, Canada may, in its discretion:
 - i) disqualify all the affected bids; or
 - ii) choose, in its discretion, which of the bids to evaluate.

Example 1: Supplier A does not itself have all the experience required by the solicitation. However, Supplier B has the experience that Supplier A lacks. Supplier A and Supplier B decide to team up as a joint venture to submit a bid together. Neither Supplier A nor Supplier B can team up with another supplier to submit a separate bid, because each is already part of a bidder.

Example 2: Supplier X is a bidder. Supplier X's subsidiary, Supplier Y, decides to team up with Supplier Z to submit a bid as a joint venture. Suppliers Y and Z, as well as Supplier X, will all be asked to determine which of the two bids will be considered by Canada.

- c) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a bidder if:
 - i) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - ii) they are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;
 - iii) the entities have now or in the two years before the solicitation closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - iv) 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.
- d) Canada may require the bidder to submit a legal opinion regarding the nature of the relationship between entities.
- e) Despite the restriction set out above, a bidder may act as a subcontractor to another bidder.
- f) The Contracting Authority may require that one or more of the entities constituting a bidder submit a certification or legal opinion regarding whether or not it is related to any other bidder and explaining why.

3 Preparing and Submitting a Bid in Response to this Solicitation

3.1 General Instructions

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

3.2 Electronic Submission of Bids by Email

- a) **Email Submission of Bid:** Although bidders are permitted to submit a back-up pursuant to paragraph (j), all bidders must attempt to submit their bids by email in accordance with this Article by Solicitation Closing to the email address identified on the cover page of this document as the "Email Address for Bid Submission".
- b) **Format of Email Attachments:** Bidders may submit bid documents in any of the following approved formats:
 - i) PDF attachments; and
 - ii) documents that can be opened with either Microsoft Word or Microsoft Excel.

Bidders that submit bid documents in other formats do so at their own risk, as Canada may be unable to read them
- c) **Email Size:** Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed 15 MB. Except as expressly provided below, only emails that are received at the Email Address for Bid Submission by Solicitation Closing will be considered part of the bid.
- d) **Email Title:** Bidders are requested to include the Solicitation No. identified on the cover page of this document in the "subject" line of each email forming part of the bid.
- e) **Time of Receipt:** All emails received at the Email Address for Bid Submission showing a "received" time before Solicitation Closing will be considered timely. In the case of a dispute regarding the time at which an email arrived at SSC, the time at which the bid is received by SSC will be determined:
 - i) by the delivery time stamp received by the bidder if the bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
 - ii) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the bidder has not turned on Delivery Status Notification for the sent email.
- f) **Availability of Contracting Authority:** During the 4 hours leading up to Solicitation Closing, an SSC representative will monitor the Email Address for Bid Submission and will be available by telephone at the Contracting Authority's telephone number shown on the cover page of this document (although the SSC representative may not be the Contracting Authority). If the bidder is experiencing difficulties transmitting the email to the Email Address for Bid Submission, the bidder should contact SSC immediately at the Contracting Authority's coordinates provided on the cover page of this document.

- g) **Email Acknowledgement of Receipt by SSC:** On the day of Solicitation Closing, an SSC representative will send an email acknowledging receipt of each bid (and each email forming part of that bid, if multiple emails are received) that was received by Solicitation Closing at SSC's Email Address for Bid Submission.
- h) **Delayed Email Bids:** SSC will accept an email bid received in the first 24 hours after Solicitation Closing only if the bidder can demonstrate that any delay in delivering the email to the SSC Email Address for Bid Submission is due to Canada's systems. Bids received by email more than 24 hours after Solicitation Closing will not be accepted under any circumstances. As a result, bidders who have tried to submit a bid, but have not received an email acknowledging receipt from SSC shortly thereafter should contact the Contracting Authority so that they can determine whether or not the bid arrived at the SSC Email Address for Bid Submission on time.
- i) **Responsibility for Technical Problems:** By submitting a bid, the bidder is confirming it agrees that Canada is not responsible for:
- i) any technical problems experienced by the bidder in submitting its bid, including emails that fail to arrive because they exceed the maximum email size of 15 MB or that are rejected or quarantined because they contain malware or other code that is screened out by SSC for security reasons; or
 - ii) any technical problems that prevent SSC from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated without that portion of the bid. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.
- j) **Hand-Delivered Bids:** All bidders must attempt to submit their bids electronically. However, SSC will accept a hand-delivered bid (as a back-up in addition to the email bid), in which case the following applies:
- i) The hand-delivered bid can be:
 - (A) a soft copy on CD-ROM, or DVD;
 - (B) a hard copy (i.e., printed on paper); or
 - (C) a combination of soft and hard copies,provided that any pricing tables that were provided by SSC to be completed by the bidders are submitted as a soft copy.
 - ii) The hand-delivered bid must be delivered by a representative of the bidder in person or by a courier. SSC will not accept any bid delivered by regular mail.
 - iii) The hand-delivered bid must be received by an SSC representative before Solicitation Closing at the address shown on the cover page of this document (or an alternate location arranged with the Contracting Authority in writing).
 - iv) SSC will only accept a hand-delivered copy of the bid if the bidder has coordinated delivery of that bid with the Contracting Authority. As indicated above, an SSC representative will be available at the Contracting Authority's telephone number during the 4 hours before Solicitation Closing, including for the purpose of coordinating the receipt of hand-delivered bids (the Contracting Authority may also agree, at SSC's discretion, to be available at another time before Solicitation Closing to receive the bid).
 - v) The only circumstances in which SSC will accept a hand-delivered bid after Solicitation Closing is if the bidder can show that the SSC representative was unavailable to receive

the hand-delivered bid at the coordinated time, or that no SSC representative was available at the Contracting Authority's telephone number (and no SSC representative responded to voicemail messages left at that telephone number) during the 4 hours leading up Solicitation Closing.

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

3.3 Technical Bid

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

ELEMENTS OF THE TECHNICAL BID THAT ARE REQUESTED AT SOLICITATION CLOSING:

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

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

Equipment and Software is "Off-the-Shelf"	Yes
System is "Off-the-Shelf"	N/A
Bidder's Proposed Resources will be available	Yes
Bidder has Verified Information about its Proposed Resources	Yes
Resources who are not Employees of the Bidder	Yes

- ii) The bidder is also required to provide the following certifications described in SSC's Standard Instructions. These certifications are requested at solicitation closing, and the bidder must submit them upon request by the Contracting Authority during the evaluation

period if Canada determines that any certification is missing, incomplete or requires correction.

Federal Contractors Program for Employment Equity Certification	Required – please provide the information in the Bid Submission Form
Former Public Servants Certification	Required – please provide the information in the Bid Submission Form
OEM Certification Form	Not Required
Software Publisher Certification Form (Form 3)	Required – please provide the information using the Software Publisher Certification Form provided in the attachments
Software Publisher Authorization Form (Form 4)	Required – please provide the information using the Software Publisher Authorization Form provided in the attachments

- d) **Additional Software Use Terms:** As contemplated by Article 4.6 of the Solicitation, the Bidder may propose additional software use terms not addressed by the resulting contract clauses in Part 5 of the RFP, for the proposed ITSM Tool. These terms must not contradict any term included in Part 5 – Resulting Contract Clauses, and must reflect the same or better terms currently offered to the bidder’s commercial customers for the offered ITSM tool. The Additional Software Use Terms may be incorporated in Annex G of the Resulting Contract at the sole discretion of Canada.

ELEMENTS OF THE TECHNICAL BID THAT ARE MANDATORY AT SOLICITATION CLOSING:

- e) **Responses to the Mandatory Technical Evaluation Requirements detailed in Attachment 4.2:** Bidders must provide responses to each mandatory technical evaluation criteria outlined in Attachment 4.2. The Responses to the Mandatory Technical Evaluation Requirements should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. 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.
- f) **Responses to the Rated Technical Evaluation Requirements detailed in Attachment 4.2:** Bidders must provide responses to each rated technical evaluation criteria outlined in Section Attachment 4.2. The Responses to the Rated Technical Evaluation Requirements should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. 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.
- g) **Functional Requirements Mandatory Response form (Attachment 4.2, Table # 1):** The technical bid must substantiate the compliance of the bidder’s proposed ITSM Tool with the specific mandatory functional requirements listed in the Statement of Work. The Functional Requirements Mandatory Response form identified in Attachment 4.2 is the requested format for providing the substantiation. The Functional Requirements Mandatory Response form is not required to address any parts of this solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the bidder does or will meet the requirements by responding to the requested information in the form. Simply stating that the proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the bidder will be declared non-compliant and disqualified. The substantiation may refer to additional documentation submitted

with the bid – this information can be referenced in the “Reference to product documentation” column of the Functional Requirements Mandatory Response 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.

- h) **Detailed Work Plan for Contracting Onboarding:** The Bidder must submit a Detailed Work Plan for Contracting Onboarding in accordance with the requirements identified in Annex A, Section 5.1.X – Contractor Onboarding Requirements.
- i) **Detailed Work Plan for Development of Transition Out Plan:** The Bidder must submit a Detailed Work Plan for the Development of the Transition Out Plan in accordance with the requirements identified in Annex A, Section 12.1 – Transition Plan.

3.4 Financial Bid

The following mandatory requirements must be met by the bidder’s financial bid in order to be deemed compliant. Bids that do not meet the all mandatory requirements will be declared non-compliant.

- a) **Pricing:** Bidders must submit their financial bid in accordance with the Financial Evaluation Pricing Tables provided in Appendix 1 to Attachment 4.3.
- b) **All Prices in Canadian Dollars:** All prices must be submitted in Canadian dollars, as set out in SSC’s Standard Instructions.
- c) **Exchange Rate Fluctuation:** The financial bid must not include any provisions for exchange rate fluctuation. This solicitation does not provide exchange rate fluctuation protection. Any indication in a bid that it is contingent or conditional on exchange rate fluctuation protection will render that bid non-compliant.
- d) **No Caveats or Conditional Pricing:** The financial proposal must reflect the total, all-inclusive price for the ITSM Tool Solution described in the Resulting Contract Clauses, including Annex A – Statement of Work. Financial proposals must not include any caveats or conditional pricing. Bidders should raise any questions they have regarding assumptions during the bidding period.
- e) **Zero Pricing:** If there are any price cells for which the Bidder has left the price blank, or has included a negative price, Canada will insert “\$0.00” and may request during evaluation that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to propose a price other than \$0.00 as part of this confirmation. Any Bidder that does not confirm that the price for a blank or negative price cell is \$0.00 will be declared non-compliant.
- f) **Variation in Resource Rates by Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
 - i) the rate bid must not increase by more than 5% from one time period to the next; and
 - ii) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.

3.5 Supply Chain Security Information (SCSI) Submission

The bid must include all the Supply Chain Security Information required by Attachment 3.1, taking into consideration the information provided in Attachment 3.2 and Attachment 3.3.

4 Evaluation Process

4.1 General Evaluation Procedures

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

4.2 Technical Evaluation

- a) The evaluation process for the technical bid is described in Attachment 4.2.

4.3 Financial Evaluation

- a) The financial evaluation will be conducted by calculating the Total Evaluated Price using the Pricing Tables completed by the bidders (see Attachment 4.3, Appendix 1).
- b) The financial evaluation process is described in Attachment 4.3.
- c) **Substantiation of Professional Services Rates:** In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of professional services resources that they later refuse to honour, on the basis that these rates either do not allow them to recover their own costs or do not allow them to make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support during the evaluation period in accordance with this Article. If Canada requests price support, it will be requested from all otherwise compliant bidders who have proposed a rate that is at least 20% lower than the median rate bid by all compliant bidders for the relevant resource category or categories. If Canada requests price support, the following information is required:
 - i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the bidder has provided and invoiced a customer (with whom the bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the solicitation closing date, and the fees charged were equal to or more than the rate offered to Canada;
 - ii) in relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this solicitation;
 - iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and

- iv) the name, telephone number and, if available, email address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-compliant.

4.4 SCSI Assessment Process

Canada will assess the Supply Chain Security Information submitted by the top-ranked bidder in accordance with Attachment 3.1. Canada must approve the SCSI in order for the bid to be declared compliant.

4.5 Security Clearance

The Bidder will be evaluated with respect to the mandatory security clearance requirements. These requirements apply at the time of contract award. If SSC is ready to award the contract, but has not yet received all the information required to demonstrate that the Bidder meets the requirements, SSC will provide the Bidder with 5 working days to submit the outstanding documents. After that time, whether or not to delay the award is entirely within the discretion of SSC.

4.6 Consideration of Additional Software Use Terms included in Top-Ranked Bid

- a) Acceptance of all the terms and conditions contained in the Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this solicitation.
- b) However, bidders may, as part of their bid, submit additional software use terms. Whether or not those software use terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional software use terms are acceptable to Canada is a matter solely within the discretion of Canada. Canada reserves the right to require the bidder within 10 FGWDs to revise, reduce and resubmit any software use terms amounting to more than 10 pages of text in a standard 12-point font.
- c) The process is as follows:
 - i) Bids may include additional software use terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a software publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);
 - ii) In cases where the bidder has submitted a software publisher's full standard license terms, Canada will require that the bidder remove these terms and submit only the software use terms that the bidder would like Canada to consider;

- iii) Canada will review the additional software use terms proposed by the top-ranked bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the bidder that are unacceptable to Canada;
- iv) If Canada determines that any proposed software use term is unacceptable to Canada, Canada will notify the bidder, in writing, and will provide the bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the bidder to respond. If the bidder submits alternate language, but Canada does not find the alternate language acceptable, Canada is not required to allow the bidder to submit further alternate language;
- v) If the bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-compliant and be disqualified; Canada may then proceed to the next-ranked bid; and
- vi) If the bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use terms acceptable to Canada (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled “**Priority of Documents**” in the Resulting Contract Clauses.

For greater certainty and to ensure that only additional software use terms that have been approved by both parties are incorporated into any resulting contract, unless the additional software use terms proposed by the bidder are included as a separate annex to the resulting contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions or software use terms were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.

4.7 Evaluation of Other Eligibility Requirements

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

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

4.8 Basis for Recommending a Bid for Award

- a) Subject to the provisions of this solicitation, including the right to cancel the solicitation without awarding a contract, the 1st Ranked Bidder as described in Attachment 4.1 will be recommended for award of a resulting contract.
- b) If more than one bidder is ranked first because of identical overall scores, then the Bidder with the highest Technical Proposal Score will be ranked the 1st Ranked Bidder.

5 Resulting Contract Clauses

Note to Bidders: These Resulting Contract Clauses are intended to form the basis of any contract resulting from this bid solicitation. Except where specifically set out in these Resulting Contract Clauses, acceptance by Bidders of all the clauses is a mandatory requirement of this bid solicitation.

No modification or other terms and conditions included in the bid will apply to the resulting contract, despite the fact that the bid may become part of the resulting contract.

Any Bidder submitting a bid containing statements implying that the bid is conditional on modification of these Resulting Contract Clauses (including all documents incorporated by reference) or containing terms and conditions that purport to supersede these Resulting Contract Clauses will be considered non-compliant. As a result, Bidders with concerns regarding the provisions of these Resulting Contract Clauses should raise those concerns in accordance with the Questions and Comments provision of the bid solicitation.

If additional legal issues are raised by a bid, Canada reserves the right to address those issues in any contract awarded as a result of this bid solicitation. If the additional provisions are unacceptable to the Bidder, the Bidder may withdraw its bid.

5.1 Statement of Work

5.1.1 _____ (the “Contractor”) **[THE CONTRACTOR’S NAME WILL BE ENTERED AT CONTRACT AWARD]** agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirements in accordance with, and at the prices set out in, the Contract. This includes:

- 5.1.1.1 Contractor Management and Oversight Services in accordance with Annex A;
- 5.1.1.2 Provision of an Enterprise ITSM Tool in accordance with Annex A including:
 - a. Licensed software to support deployment of ITSM Tool at SSC;
 - b. (optional) Additional licenses to support scaling of the ITSM Tool Solution to SSC customer(s) (as a tenant on the SSC instance or as a separate instance);
 - c. Software Product Documentation;
 - d. Software Upgrades for major releases for the life of the contract; and
 - e. Software Maintenance and Support Services.
- 5.1.1.3 Identification of hardware specifications to support SSC provision of the required hardware infrastructure in accordance with Annex A;
- 5.1.1.4 Provision of System Integration (SI) professional services required to implement the new ITSM Tool Solution in accordance with Annex A;
- 5.1.1.5 Transition Services in accordance with Annex A; and
- 5.1.1.6 Provision of Application Management Services (AMS) in accordance with Annex A.

5.1.2 The Contractor agrees to provide to Shared Services Canada (SSC) an ITSM Tool Solution in accordance with the terms and conditions of this Contract, including the Statement of Work and all other attachments and documents incorporated by reference into this Contract. The Contractor agrees that it will provide the ITSM Tool Solution it proposed in its bid.

- 5.1.3 Canada acknowledges that the ITSM Tool is a “commercial off-the-shelf” (COTS) solution. The Contractor represents and warrants that its ITSM Tool does and will continue to meet all the requirements of the Contract.
- 5.1.4 The Contractor agrees to make available to SSC and its Clients and Users all the features and functionalities inherent in the ITSM Tool, regardless of whether those features or functionalities have been described in this Contract, including all features and functionalities added to the ITSM Tool during the Contract Period, all of which is included in the prices set out in Annex B – Basis of Payment and Financial Tables.
- 5.1.5 If the Contractor’s bid that resulted in the award of this Contract relied on the experience of a subcontractor for any mandatory or rated requirements, then it is a condition of this Contract that the Contractor must use the services of that subcontractor throughout the Contract Period, unless the Contracting Authority has consented in writing to the substitution of an alternative subcontractor or has approved in writing that the Contractor will itself do the work that was otherwise being performed by that subcontractor.
- 5.1.6 The Contractor agrees that Canada will authorize the Work related to the implementation of the ITSM Tool using a phased or gated approach. The Contractor agrees that prior to completion of any particular stage or phase of the ITSM Tool implementation, the Contractor will collaborate with SSC to deliver the subsequent stage or phase of the ITSM Tool implementation.

5.2 Contract Period

- 5.2.1 **Contract Period:** The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - 5.2.1.1 The Contract Period begins on the date the Contract is awarded and ends 3 year(s) later.
 - 5.2.1.2 The period during which the Contract is extended if Canada chooses to exercise any options set out in the Contract.
- 5.2.2 Option to Extend the Contract
- 5.2.3 The Contract grants to Canada the irrevocable option to extend the term of the Contract by up to 8 additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- 5.2.4 Canada may exercise any identified options at any time by sending a written notice to the Contractor any time before the expiry of the Contract Period. The options may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

5.3 Clients and Users

- 5.3.1 **Clients and Users:** 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 its service recipients, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the Contract Period, and those other organizations for whom SSC’s services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.

- 5.3.2 **Users:** The User means either those individuals located within the Client, or the Client's service recipients authorized by the Client to use the licensed software specified under the Contract.
- 5.3.3 **Reorganization of Clients:** 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.

5.4 Defined Terms

- 5.4.1 Words and expressions defined in the General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Other terms are defined within the Contract, including Annex A, Appendix 3 – Definitions & Acronyms.

5.5 License

- 5.5.1 **License:** The Contractor must provide the Licensed Software described in the Contract, which includes everything described in this article, as well as anything further required to ensure that the Client is able to use all the features and functionality of the Licensed Software listed in Annex A, including but not limited to providing any and all agents, host agents, access licenses, drivers, application program interfaces, adapters, connectors, plug-ins, and software development tool kits.
- 5.5.2 **Grant of Licenses:** In addition to the obligations set out in Section 02 (License Grant) of 4003 - Licensed Software, the Contractor grants to Canada a license to use the Licensed Software in accordance with the Contract. This license is non-exclusive, perpetual, irrevocable, world-wide, fully paid and without royalties. The license cannot be restricted, modified or revised in any way by the Contractor.

This license includes the right for Canada to install, copy, deploy and use the Licensed Software, which includes the rights:

- (i) to deploy, in whole or in part, any or all of the software products that form part of the Licensed Software, together or separately, and in as many installations and locations (off-site workplaces or work environments "in the field", and in-home work environments for the Client's business purposes) as the Client sees fit to any entity to which the Client is authorized to provide services, provided that the software is used within the scope of the licensed purchased under this contract;
- (ii) to create or process an unlimited number of documents, transactions, data and events;
- (iii) to use English and French versions (if available, these must be the "Canadian English" and "Canadian French" versions);
to run the Licensed Software on multiple computing platforms and devices; under the Contract, "devices" are defined as mainframes, servers, desktops, workstations, notebooks, laptops, personal digit assistant(s) and networking equipment and peripheral equipment such as switches, routers, hubs, bridges, phones and Gateways, and any other equipment that has a central processor unit(s), mass storage device(s), input output device(s) and operating system;
- (iv) to grant access through a browser using Internet, intranet and extranet environments or any other connections to anyone (Canadians and non-Canadians and employees and contractors of Canada) who uses the services and programs provided by Canada (regardless of their location) to access, view, enter, search, exchange and read information held and created by the Client using the Licensed Software;

- (v) to make this use by way of a network, the Internet, an intranet, an extranet, a virtual private network (VPN), an inter-network, or such other means as may become possible from time to time so that users have “universal access rights” (i.e., a right to access the Licensed Software by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available from time to time;
- (vi) to make this use regardless of the operating systems, software applications and Application Programming Interface(s) (API) that the Client may be using from time to time; however, Canada acknowledges that the Contractor is not granting any license rights to software other than the Licensed Software;
- (vii) to receive the Licensed Software from the Contractor on Canada’s choice(s) of the media on which the Contractor makes the Licensed Software available to customers (including CD-ROM, Internet download, and such other media that the Contractor uses to distribute the Licensed Software at any given time);
- (viii) to distribute the Licensed Software to individual Client Users on Canada’s choice(s) of media; and
- (ix) to continue to use the Licensed Software regardless of any changes made at any given time, including but not limited to changes in the operating system, other applications, hardware, peripherals or devices with which the Licensed Software operates; however, the Contractor is not required to deliver a new or different version of the Licensed Software to enable the Client Users to continue to use the Licensed Software in a different environment than the one(s) described in the Contract (unless expressly required to do so as part of the warranty or software maintenance for the Licensed Software described in the Contract).

all without affecting the pricing in the Contract and without requiring the Client to obtain additional licences or accept amended licence terms for the Licensed Software. The “Licensed Software” includes all the software listed in Annex A.

5.5.3 Optional Goods - Purchase Additional Licenses: The Contractor grants to Canada the irrevocable option to purchase additional licenses at the price set out the Annex B – Basis of Payment and in accordance with the same terms and conditions granted under the Contract.

The option(s) may be exercised at any time during the Contract Period, as many times as Canada chooses. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.

5.6 Licensed Software Warranty, Software Maintenance and Support

5.6.1 Licensed Software Warranty: Despite Section 15 (Warranty) of 4003 or anything else to the contrary in this Contract, the "**Warranty Period**" begins on the date the Licensed Software and the deliverables are accepted in accordance with the terms of this Contract and continues for 12 months.

5.6.2 Software Maintenance (See Annex B for definitions related to this Article): In addition to the obligations set out in Section 15 (Warranty) of 4003 - Licensed Software, and the Contractor's obligations under 4004 - Maintenance and Support Services for Licensed Software, the Contractor must provide the following services as part of the Software Maintenance throughout the "**Software Support Period**", which is identified in Annex A, plus any period during which Canada has exercised its option under the Contract to extend the Software Maintenance. The Contractor must provide the Client with the most recent release(s) and version(s) of the Licensed Software during the period of the Software Maintenance, as soon as they are available.

- (i) The Contractor must keep track of software releases for the purpose of configuration control.

- (ii) In addition to the Contractor's obligations under Section 3 (Maintenance Releases) of 4004 - Maintenance and Support Services on Licensed Software, the Contractor must deliver the following software code as part of the Software Maintenance:
- (A) all Bug Fixes, Software Patches, and all other Enhancements;
 - (B) all Upgrades, updates, major and minor New Releases, and Renames;
 - (C) all Extensions and other modifications, including but not limited to drivers, service packs, and Service Releases;
 - (D) all application programming interfaces (APIs), plug-ins, applets and adapters;
 - (E) all rewrites, including in other programming language(s), where the original version(s) is no longer being maintained by the Software Publisher; and
 - (F) on request, all backdates or downgrades; however, if these backdates or downgrades are versions predating the version of the Licensed Software proposed by the Contractor in response to the bid solicitation that resulted in this Contract, the backdate or downgrade version is provided without warranty and the Contractor will have no obligation to provide Software Maintenance or Support Services for the backdate or downgrade version of the Licensed Software,
- which will be made available by the Software Publisher during the Software Maintenance Period.
- (iii) The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e. the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least two years from the date this Contract is issued. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide Upgrades to the Licensed Software as part of the Software Maintenance, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

5.6.3 **Software Support:** In addition to the obligations set out in Supplemental General Conditions 4004, the Contractor must provide the following as part of the "Software Support" throughout the "Software Support Period", which is identified in Annex A, plus any period during which Canada has exercised its option under the Contract to extend the Software Support. The Software Support includes the following Technical Hotline Support and Web Support services:

- (i) **Technical Hotline Support:** In addition to the requirements of Supplemental General Conditions 4004 - Maintenance and Support Services on Licensed Software, the Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at [Vendor's Hotline Number], **[TO BE COMPLETED AT CONTRACT AWARD]** in English and French, from 8:00 A.M. to 5:00 Eastern Standard Time (EST), Monday to Friday (excluding statutory holidays). The Contractor must answer or return all calls (with a live service agent) within 60 minutes of the initial time of the Client or User's initial call. The Contractor's personnel must be qualified and able to respond to the Client's and any User's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to all deliverables, and related documentation, as well issues relating to installation, configuration and integration of the Licensed Software.
- (ii) **Web Support:** The Contractor must provide Canada with technical Web Support services through a website that must include, as a minimum, frequently asked questions and on-line software diagnostic routines, support tools, and services. The Contractor's website must provide support in English. The Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address is [Vendor's Website] **[TO BE COMPLETED AT CONTRACT AWARD]**.

- 5.6.4 **Optional Goods - Extend Software Support Period:** The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by **8** additional one-year periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in the Basis of Payment. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
- 5.6.5 **Optional Goods - Purchase Software Maintenance and Support on Additional License:** The Contractor grants to Canada the irrevocable option to purchase Software Maintenance and Support on the additional licenses, if Canada exercises its option for this additional Software Maintenance and Support of the Licensed Software, Canada will pay the Contractor the firm annual price set out in the Basis of Payment, payable annually in advance, FOB destination, and GST/HST extra.

In the event the Software Maintenance and Support on Additional Licenses begins during the Contract period, the Contractor agrees that in order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance, the full amount will apply on the existing Licensed Software.

5.7 Task Authorization

- 5.7.1 **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an “as-and-when-requested basis” using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor’s own risk.
- 5.7.2 **Form and Content of Draft Task Authorization:**
- 5.7.2.1 Where a requirement for a specific task or work package is identified, either the Technical Authority or the SSC Project Manager will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D.
- 5.7.2.2 The draft Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (or bases) and method(s) of payment as specified in the Contract.
- 5.7.3 **Additional Contents of Task Authorization:** A Task Authorization must also contain the following information, if applicable:
- 5.7.3.1 the task number;
- 5.7.3.2 the details of any financial coding to be used;
- 5.7.3.3 the categories of resources and the number required;
- 5.7.3.4 a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
- 5.7.3.5 the start and completion dates;
- 5.7.3.6 milestone dates for deliverables and payments (if applicable);

- 5.7.3.7 the number of person-days of effort required;
 - 5.7.3.8 whether the work requires on-site activities and, if so, the location;
 - 5.7.3.9 the language profile of the resources required;
 - 5.7.3.10 the level of security clearance required of resources;
 - 5.7.3.11 the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the task, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - 5.7.3.12 any other constraints that might affect the completion of the task.
- 5.7.4 **Contractor's Response to Draft Task Authorization:** The Contractor must provide the Technical Authority and the SSC Project Manager, within 7 calendar days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the Contractor's Response to Draft Task Authorization ("**TA Quotation**") provided on a document containing the Contractor's letterhead with the signature of the Authorized Contractor's Representative.
- 5.7.4.1 The TA Quotation must contain the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Article entitled Payment and Annex B.
 - 5.7.4.2 The TA Quotation must be based on the rates set out in the Contract.
 - 5.7.4.3 The TA Quotation must also document the agreed upon scope of work that should include the following detail:
 - 5.7.4.3.1 Work plan, including milestones and deliverables;
 - 5.7.4.3.2 Proposed schedule, including interdependencies, in Microsoft Project;
 - 5.7.4.3.3 Proposed Resource plan and Cost to conduct the work, using the Per Diem rates identified in Annex B (excluding HST).
 - 5.7.4.4 The TA Quotation must include any certifications and resource assessment information necessary to substantiate proposed resources. Any resource proposed in a TA Quotation must meet the respective resource qualification requirements outlined in Annex A.
 - 5.7.4.5 The Contractor will not be paid for preparing or providing its response for a TA Quotation or providing any other information or level of effort required to prepare and validly issue the TA.
 - 5.7.4.6 A TA Quotation provided to Canada does not guarantee the Contractor Work. Canada may at its discretion decide not to proceed with any provided TA Quotation.
- 5.7.5 **Assessment of Proposed TA Quotation:** Canada will review and assess the provided TA Quotation from the Contractor. Depending on the results of the assessment, Canada may need to meet with the Contractor to clarify or negotiate elements of the provided TA Quotation in order to address any identified deficiencies or concerns. Any modifications that result from either clarifications or negotiations must be documented by the Contractor in a revised TA Quotation.

Once Canada is satisfied that all requirements are addressed in the TA Quotation and the associated scope of work, and is satisfied that “Value for Money” will be achieved under the terms of the TA, Canada will proceed with the issuance of the TA.

5.7.6 **Issuance of Task Authorization:** The Contracting Authority will issue a final draft of the TA to the Contractor for review and signature. The draft TA will include a copy of the agreed upon TA Quotation. To be validly issued, a TA must include the following signatures:

5.7.6.1 the Technical Authority; and

5.7.6.2 the Contracting Authority.

Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor’s own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority’s ability to issue TAs at any time, or reduce the dollar value threshold described in Sub-article 5.4.5.1 above; any suspension or reduction notice is effective upon receipt.

5.7.7 **Time for Providing Professional Services Resources:** Once a Task Authorization is issued, the professional services resources must begin work within 21 calendar days, unless a longer start date is specified in the Task Authorization.

5.7.8 **Pre-Cleared Resources:** The Contractor must:

5.7.8.1 ensure that the specific individuals named in Annex F of this Contract or acceptable alternatives remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with this Contract, and must also ensure that these individuals maintain any professional qualifications and security levels associated with the corresponding resource categories of the bid solicitation for which they are available; and

5.7.8.2 avoid delays associated with the Contract's security requirements by initiating the assessment and security clearance of additional resources by Canada within 14 calendar days of Contract award and on an ongoing basis during the Contract Period, in the quantities specified for each resource category in the Annex. Each such resource must meet the minimum qualifications applicable to the resource category for which they are available, as well as the security requirements identified in the Contract. If accepted by Canada, the Contract will be amended to list each such resource by name.

The resources identified in the Contract must be maintained and available in the quantities specified throughout the Contract Period. There is no limit to the number of resources that the Contractor may submit for consideration and assessment on an ongoing basis; however, the submission of alternatives does not relieve the Contractor from its obligation to provide, for a given task, specific individuals agreed to be provided to Canada in a validly issued TA or elsewhere as required by the terms of this Contract.

5.7.9 **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed or to be performed under those TAs for administrative purposes.

5.8 Standard Clauses and Conditions

- 5.8.1 **Incorporation by Reference:** 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. These clause and conditions are incorporated by reference into and form part of this Contract as though they were set out here in full. All references contained within the General Conditions to the Minister of Public Services and Procurement Canada will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Public Services and Procurement Canada will be interpreted as references to Shared Services Canada.
- 5.8.2 **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:
- 5.8.2.1 in Section 2, delete the words: “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16”;
 - 5.8.2.2 the text of Subsection 6(1) is deleted;
 - 5.8.2.3 the text of Subsection 6(2) is deleted;
 - 5.8.2.4 in Subsection 6(3), delete the words “other than a subcontract referred to in paragraph 2(a)”. Subcontracting is also addressed in a separate Article of these Articles of Agreement entitled “Subcontracting”;
- 5.8.3 **Supplemental General Conditions:**
- 5.8.3.1 4003, (2010-08-16), Supplemental General Conditions - Licensed Software, apply to and form part of the Contract. These Supplemental General Conditions are amended as follows:
 - 5.8.3.1.1 With respect to Section 25 of Supplemental General Conditions 4003, Subsection 8 is deleted and replaced with the following:

The license to use the Licensed Software under the Contract is transferable by Canada under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department or Crown corporation, as defined in the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time, or to any other party for which Shared Services Canada has been authorized to act under section 8 of the Shared Services Canada Act, L.C. 2012, ch.19, art 711 as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring. For the purposes of this section, in the circumstances where an Entity License is transferred, such license will be capped at the number of users in the transferring department, corporation, agency or other party before the transfer.
 - 5.8.3.2 4004, (2013-04-25), Supplemental General Conditions - Software Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

5.9 Security Clearance Requirement

- 5.9.1 The following security requirements, SRCL (Annex C) and related clauses apply and form part of the Contract:

- 5.9.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a **valid Facility Security Clearance at the level of SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 5.9.1.2 The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS, CONFIDENTIAL or SECRET** as required, granted or approved by CISD/PWGSC.
- 5.9.1.3 The Contractor/Offeror **MUST NOT** remove any **PROTECTED/CLASSIFIED** information from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- 5.9.1.4 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
- 5.9.1.5 The Contractor/Offeror must comply with the provisions of the:
 - 5.9.1.5.1 Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - 5.9.1.5.2 Industrial Security Manual (Latest Edition)

5.10 Applicable Laws

- 5.10.1 The Parties agree that this Contract will be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Ontario. The Parties further agree that any disputes relating to the Contract will be determined in accordance with the laws of, and by the courts of, the Province of Ontario.

5.11 Priority of Documents

- 5.11.1 If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that appears earlier on the list has priority over the wording of any document that appears later on the list:
 - 5.11.1.1 these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
 - 5.11.1.2 supplemental general conditions, in the following order:
 - a) 4003, (2010-08-16), Supplemental General Conditions - Licensed Software;
 - b) 4004, (2013-04-25), Supplemental General Conditions - Software Maintenance and Support Services for Licensed Software;
 - 5.11.1.3 2035 (2018-06-21) General Conditions – Higher Complexity – Services;
 - 5.11.1.4 Annex A – Statement of Work;
 - 5.11.1.5 Annex B – Basis of Payment and Financial Tables;
 - 5.11.1.6 Annex C – Security Requirements Checklist (SRCL);
 - 5.11.1.7 Annex D – Task Authorization Form;

- 5.11.1.8 Annex E – Certifications;
- 5.11.1.9 Annex F – Pre-Cleared Resources;
- 5.11.1.10 Annex G – Additional Software Use Terms;
- 5.11.1.11 the Contractor's bid dated _____, as amended _____, not including any terms and conditions that may be included in the bid, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

5.12 Authorities

[TO BE COMPLETED AT CONTRACT AWARD]

5.12.1 **Contracting Authority:** The Contracting Authority for the Contract is:

Name	TBD
Title	
Address	
Telephone Number	
Fax Number	
Email 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.

5.12.2 **Technical Authority:** The Technical Authority for the Contract is:

Name	TBD
Title	
Address	
Telephone Number	
Fax Number	
Email 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.

5.13 Payment

Basis of Payment

- 5.13.1 **Licensed Software:** For the license(s) to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex A, FOB destination, including all customs duties, Applicable Taxes extra. The firm prices include the warranty during the Software Warranty Period.

Estimated Cost: \$ _____

- 5.13.2 **Maintenance and Support for Licensed Software:** For maintenance and support services throughout the initial Software Support Period, in accordance with the Contract, Canada will pay the Contractor, in advance, the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra. If additional licenses to use the Licensed Software are purchased during the Software Support Period, Canada will pay the applicable price for maintenance and support of that number of licenses divided by 12, then multiplied by the number of months or partial months remaining in the Software Support Period (in order to reflect the fact that maintenance and support services will only be provided for those licenses for a partial year).

Estimated Cost: \$ _____

- 5.13.3 **Optional Additional Software Licenses:** For additional licenses for additional Users to use the Licensed Software, if Canada exercises its option, Canada will pay the Contractor the firm price set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.

Estimated Cost: \$ _____

- 5.13.4 **Optional Software Support:** If Canada exercises its option to extend the Software Support Period, Canada will pay the Contractor, in advance, the firm annual price set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.

Estimated Cost: \$ _____

- 5.13.5 **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

Estimated Cost: \$ _____

- 5.13.6 **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B), Applicable Taxes extra.

Estimated Cost: \$ _____

Method of Payment

- 5.13.7 **Method of Payment - Licensed Software**

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

purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

5.13.8 Method of Payment - Software Maintenance and/or Support

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

If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and are owing. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the Section 16 of the 2010A - General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.

The Contractor acknowledges that this is an advance payment. Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to the non-performance of Software Maintenance and/or Support, if such Software Maintenance and Support provided later is not provided in accordance with or to the extent required by the terms and conditions of the Contract.

5.13.9 Method of Payment for Task Authorizations with a Maximum Price: For each Task Authorization validly issued under the Contract that contains a maximum price:

5.13.9.1 Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.

5.13.9.2 Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.

5.13.10 Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion: Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:

5.13.10.1 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;

5.13.10.2 all such documents have been verified by Canada;

5.13.10.3 the Work delivered has been accepted by Canada.

5.13.11 Professional Services Rates: In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise

any of the rights provided to it under the general conditions, Canada may impose sanctions which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

5.13.12 **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.

5.13.13 **Discretionary Audit**

5.13.13.1 The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by government audit, at the discretion of Canada, before or after payment is made to the Contractor.

5.13.13.2 If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of Canada, make repayment to Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.

5.13.13.3 If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

5.13.14 **Payment Credits**

5.13.14.1 **Late Delivery:** If the Contractor does not deliver the deliverables or perform the services within the time specified in the Contract, the Contractor must provide a credit to Canada of \$___ for each calendar day of delay up to a maximum of 10 days, subject to the limitation that the total amount of liquidated damages will not exceed 10% of the price of the Work delivered late.

If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract or validly issued Task Authorization, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.

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

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

5.13.14.4 **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the

event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

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

5.13.15 **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

5.14 Invoicing

- 5.14.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.
- 5.14.2 The Contractor's invoice must include a separate line item for each subparagraph in Annex B.
- 5.14.3 By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Payment provision of the Contract and Annex B, including any charges for work performed by subcontractors.
- 5.14.4 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.

5.15 Limitation of Expenditure

- 5.15.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included, if applicable.
- 5.15.2 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 the amount set out on page 1 of the Contract when:
- 5.15.2.1 it is 75 percent committed, or
 - 5.15.2.2 4 months before the Contract expiry date, or
 - 5.15.2.3 as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- 5.15.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

5.16 Communications

- 5.16.1 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 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.

5.17 Certifications

- 5.17.1 **Compliance with Certifications:** The Contracting Authority may ask for additional information to verify the Contractor's certifications at any time during the Contract Period. If the Contractor does not provide the requested additional information or does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, regardless of whether or not the Contractor knew when it made the certification that it was untrue, and regardless of whether or not the certification became untrue after it was made, Canada has the right to terminate the Contract for default.
- 5.17.2 **Federal Contractors Program for Employment Equity – Default by the Contractor:** The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire Contract Period. 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 ESDC will result in the Contractor being in default pursuant to this Contract.

5.18 Representations and Warranties

- 5.18.1 The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.
- 5.18.2 The Contractor represents and warrants that, in addition to meeting the requirements of this Contract, it will provide the ITSM Tool Solution in a manner consistent with general industry standards reasonably applicable the provision of an IT service management solution and that the ITSM Tool will perform in accordance with the Contract (including Annex A) under normal use and circumstances. To the extent that the ITSM Tool Solution does not perform in accordance with Annex A under normal use and circumstances, the Contractor agrees to make whatever adjustments are required for the ITSM Tool Solution to perform in accordance with the Contract within 30 days.
- 5.18.3 Both the Parties represent and warrant that they have the legal power and authority to enter into this Contract.

5.19 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

(TO BE ENTERED AT CONTRACT AWARD) - ONE OF (A) OR (B) WILL BE USED, DEPENDENT ON THE NATIONALITY OF THE CONTRACTOR

- 5.19.1 **SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)** - The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements

OR

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

5.20 Insurance Requirements

- 5.20.1 **SACC Manual clause G1005C (2016-01-28) Insurance Requirements** – 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.

5.21 Competitive Award

5.21.1 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.

5.22 Limitation of Liability - Information Management/Information Technology

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

5.22.2 First Party Liability:

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

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

5.22.2.1.2 physical injury, including death.

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

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

5.22.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph 2.1.1 above.

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

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

5.22.2.5.2 any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph 2.5.2 of the greater of **0.75** times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown

on each call-up, purchase order or other document used to order goods or services under this instrument), or **\$2,000,000**.

5.22.2.5.3 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 **\$2,000,000**, whichever is more.

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

5.22.3 Third Party Claims:

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

5.22.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article 3.1, with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

5.22.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 3.

5.23 Ownership of Canada's Data

5.23.1 All data, information or material that Canada or any of its Users input, upload or submit to, or process using, the ITSM Tool ("**Canada's Data**") belongs to Canada. Canada does not grant any rights in Canada's Data to the Contractor.

5.23.2 Canada agrees that it is solely responsible for the accuracy of the data it inputs into the ITSM Tool and for intellectual property ownership or right to use all of Canada's Data.

5.23.3 Throughout the Contract Period, the Contractor must implement and follow processes and controls that preserve the integrity, confidentiality and accuracy of all information and data and metadata, irrespective of format. This applies to all information, data and metadata in the Contractor's possession or under its care or control if the information, data or metadata is generated by, acquired pursuant to, or arises in any other way out of the Contractor's responsibilities and obligations under the Contract. The Contractor acknowledges that this is required in order to ensure that Canada can rely on the information, data and metadata and so that Canada can meet its own legal obligations, including statutory obligations. This is also required to ensure the information, data and metadata can be used as persuasive evidence in a court of law.

- 5.23.4 The Contractor must, to the full extent it is permitted by law, fully cooperate with Canada and assist Canada in responding to access to information requests, investigating complaints, investigating regulatory or criminal matters and prosecutions. This includes allowing Canada to conduct security audits/inspections and furnishing Canada with such information (e.g., documentation, data protection description, data architecture and security descriptions) as may be required by Canada within 7 calendar days of a request by Canada.
- 5.23.5 In the event of any breach of the ITSM Tool's security, regardless of whether it has an adverse impact on Canada's Data or Contractor's obligations with respect thereto, or any evidence that leads the Contractor to reasonably believe that such a breach is imminent, Contractor will immediately (and in no event more than twenty-four hours after discovering such breach) notify Canada. The Contractor will identify any of Canada's Data affected and inform Canada of the actions it is taking or will take to reduce the risk of further loss to Canada. The Contractor will provide Canada the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

5.24 Key Resources

- 5.24.1 With respect to Key Resources identified in Annex A, in the case of individuals for who's work experience was provided by the Contractor in response to the bid solicitation that resulted in the award of this Contract:
- 5.24.1.1 at the time of contract award, those individuals must either be employees of the Contractor or have entered into a contract with the Contractor for a period lasting until at least 9 months after the date this Contract is issued; and
- 5.24.1.2 the Contractor must provide the individuals named in those résumés to perform the Work, in accordance with General Conditions 2035, Section 8(1), unless the Contractor is unable to do so for reasons beyond its control. For the purposes of this Contract, "reasons beyond its control" include the death of the individual, the termination of that individual's employment, or the extended absence of that individual for reasons of illness, disability, parental leave or another form of leave. "Reasons beyond its control" do not include the Contractor or one of its affiliates deploying the individual on another project.

5.25 Change of Control

- 5.25.1 At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
- 5.25.1.1 an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
- 5.25.1.1.1 they are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;
- 5.25.1.1.2 the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- 5.25.1.1.3 the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

- 5.25.1.2 a list of all the Contractor's shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;
- 5.25.1.3 a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and
- 5.25.1.4 any other information related to ownership and control that may be requested by Canada.

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

5.25.2 The Contractor must notify the Contracting Authority in writing of:

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

The Contractor must provide this notice by no later than 14 calendar days after any change of control takes place (or, in the case of a subcontractor, within 21 calendar days after any change of control takes place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.

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

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

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

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

5.26 On-going Supply Chain Security Assessment of Products

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

5.26.2 The process described in this Article also applies to subcontractors. In situations in which a subcontractor considers any information required to be submitted pursuant to this Article to be proprietary, the subcontractor may submit the SCSI directly to the Contracting Authority. However, it remains the responsibility of the Contractor to ensure that all subcontractor updates to the SCSI are submitted on a timely basis. 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.

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

5.26.4 If the Contractor becomes aware that any subcontractor is deploying products subject to security concerns in relation to the ITSM Tool Solution, 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 6(3).

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

5.26.6 **Supply Chain Security Assessment:**

5.26.6.1 The Parties acknowledge that a Supply Chain Security Information (“SCSI”) assessment process was a key component of the procurement process that resulted in the award of this Contract. In connection with that SCSI assessment process, Canada approved the following SCSI;

5.26.6.1.1 an IT Products List;

5.26.6.1.2 one or more network diagrams; and

5.26.6.1.3 a list of subcontractors.

5.26.6.2 The originally approved versions are included as Annex H (although portions of Annex H that were submitted directly by a subcontractor will be kept confidential by Canada between it and the relevant subcontractor). In some cases, Canada approved several of each (e.g., several IT Product Lists), because some subcontractors submitted their SCSI directly to Canada. The Parties also acknowledge that security is a critical consideration for Canada with respect to the ITSM Tool Solution and that on-going assessment of SCSI will be required throughout the Contract Period. This Article governs that process.

5.26.7 **Assessment of New Products:** During the Contract Period, the Contractor and its subcontractors will inevitably need to deploy “new products” in relation to the ITSM Tool Solution (i.e., any hardware, software or firmware that was not on the IT Products List approved by Canada as part of the SCSI assessment during the procurement process or in a subsequently approved version of the IT Products List). In that regard:

5.26.7.1 The Contractor must revise its IT Products List **at least once every 3 calendar months** to show all changes made to existing products (e.g., firmware upgrades), as well as all deletions and additions to the list that affect the ITSM Tool Solution (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 a 3 calendar month period, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged.

5.26.7.2 The Contractor must also revise its list of subcontractors if the subcontractors performing any part of the Work change during the Contract Period.

5.26.7.3 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 on its network (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 ITSM Tool Solution. Canada will endeavour to assess proposed new products within 30 calendar days, although lengthier lists of products may take additional time.

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

5.26.7.5 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 product.

5.26.8 Identification of New Security Vulnerabilities in Products already approved by Canada:

- 5.26.8.1 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 hardware, software or firmware used to deliver ITSM Tool Solution 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.
- 5.26.8.2 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 products that have already been the subject of an SCSi assessment and approved by Canada, either during the procurement process or later during the Contract Period.

5.26.9 Addressing Security Concerns:

- 5.26.9.1 If Canada notifies the Contractor of security concerns regarding a product that has not yet been deployed, the Contractor agrees not to deploy it in connection with the ITSM Tool Solution without the consent of the Contracting Authority.
- 5.26.9.2 At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
 - 5.26.9.2.1 provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
 - 5.26.9.2.2 if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 14 calendar 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
 - 5.26.9.2.3 implement the mitigation plan approved by Canada.

This process applies both to new products and to products that were already approved pursuant to an SCSi assessment by Canada, but for which new security vulnerabilities have since been identified.

- 5.26.9.3 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 ITSM Tool Solution. 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 ITSM Tool Solution 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.

5.26.10 Cost Implications:

- 5.26.10.1 Any cost implications related to a demand by Canada to cease deploying or to remove a particular product or products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment. However, despite any such negotiations, the Contractor must cease deploying and/or remove the product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
- 5.26.10.1.1 with respect to products already approved by Canada pursuant to an SCSI assessment for the ITSM Tool Solution, evidence from the Contractor of how long it has owned the product;
 - 5.26.10.1.2 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 ITSM Tool Solution;
 - 5.26.10.1.3 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;
 - 5.26.10.1.4 the normal useful life of the product;
 - 5.26.10.1.5 any "end of life" or other announcements from the manufacturer of the product indicating that the product is or will no longer be supported;
 - 5.26.10.1.6 the normal useful life of the proposed replacement product;
 - 5.26.10.1.7 the time remaining in the Contract Period;
 - 5.26.10.1.8 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;
 - 5.26.10.1.9 whether or not the product being replaced can be redeployed to other customers;
 - 5.26.10.1.10 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;
 - 5.26.10.1.11 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 ITSM Tool Solution; and
 - 5.26.10.1.12 the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.

- 5.26.10.2 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:
- 5.26.10.3 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.
- 5.26.10.4 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 ITSM Tool Solution, 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.

5.27 Joint Venture Contractor

(IF APPLICABLE - TO BE ENTERED AT CONTRACT AWARD)

- 5.27.1 The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: **(If applicable - to be entered at contract award)**
- 5.27.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- 5.27.2.1 _____ **(If applicable - to be entered at contract award)** has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
- 5.27.2.2 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
- 5.27.2.3 all payments made by Canada to the representative member will act as a release by all the members.
- 5.27.3 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.
- 5.27.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- 5.27.5 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.

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

5.28 Licensed Software

5.28.1 With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ <i>[this information will be completed at contract award using information in the Contractor's bid]</i>
Type of License being Granted	User License
Number of Users Licensed	Please see Annex A
Option to Purchase Licenses for Additional Users	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Users at the price set out in Annex B on the same terms and conditions as the initial User licenses granted under the Contract including for additional Clients within the scope of the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Entity Licensed	The Entity Licensed is the Client.
Option to Purchase Entity Licenses for Additional Entities	The Contractor grants to Canada the irrevocable option to purchase licenses for additional Entities at the price set out in Annex B on the same terms and conditions as the initial Entity license granted under the Contract. This option may be exercised at any time during the Contract Period, as many times as Canada chooses. This option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Language of Licensed Software	The Licensed Software must be delivered in both French and English.
Delivery Location	See Annex A
Installation Site	See Annex A
Media on which Licensed Software must be Delivered	See Annex A
Software Warranty Period	12 months
Source Code Escrow Required	No

5.28.2 **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or “build” originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with

Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or “build” of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

5.29 Licensed Software Maintenance and Support

5.29.1 With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	One year
Software Support Period when Additional Licenses added during Contract Period	For any additional licenses purchased in accordance with the Contract, the Software Support Period currently underway will apply to the additional licenses purchased, so that the Software Support Period ends on the same date for all licences supported under the Contract.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Hours for Providing Support Services	The Contractor’s personnel must be available from 8 a.m. until 5 p.m., local time, at the site where the Licensed Programs are installed, Monday through Friday, exclusive of statutory holidays observed by Canada at the site where the service is required.
Contractor must provide On-site Support Services	No
Contractor must provide Swift Action Tactical (SWAT) services	No
Contractor must install Software Error corrections and Maintenance Releases and upgrades	No
Contractor must keep track of software releases for the purpose of configuration control	No
Contact Information for Accessing the Contractor’s Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: _____ Toll-free Fax Access: _____ Email Access: _____ The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User’s initial communication. <i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>

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

5.30 Training

- 5.30.1 The Contractor must provide the identified training requirement outlined in Annex A – Statement of Work.
- 5.30.2 Training requirements are defined as follows:
1. Training requirement defined within the ITSM Tool Solution; and
 2. Additional as and when requested training services provided by the Contractor when requested by Canada using the Task Authorization process outlined in Section 5.7.

5.31 Professional Services - General

- 5.31.1 The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- 5.31.2 If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- 5.31.3 In General Conditions 2035, Section 08 titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and

- b. security information on the proposed replacement as specified by Canada, if applicable. The replacement must have qualifications and experience that meet or exceed the score obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide the services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under the Section titled "Default of the Contractor", or
 - b. assess the information provided under subparagraph 1 above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in subparagraph 2.1 above, or require another replacement in accordance with this sub article.

Where an Excusable Delay applies, Canada may require subparagraph 2.2 above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

5.32 Safeguarding Electronic Media

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

5.33 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.

5.34 Government Property

- 5.34.1 Canada agrees to supply the Contractor with the items listed in Annex A, Section 2.4 - Location of Work (the “**Government Property**”). The section of the General Conditions entitled “Government Property” also applies to the use of the Government Property by the Contractor.

5.35 Transition Services at End of Contract Period

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

5.36 Termination for Convenience

- 5.36.1 With respect to Section 30 of General Conditions 2035, if applicable, or Section 32 of 2030, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
 5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
 - a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
 - b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
 6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

ANNEX A – STATEMENT OF WORK

Note to Bidders: Annex A, Statement of Requirement is provided in a separate attachment.

ANNEX B– FINANCIAL PRICING TABLES

Note to Bidders: Annex B, Pricing Tables will be updated at Contract Award

ANNEX C – SECURITY REQUIREMENTS CHECKLIST (SRCL)

Note to Bidders: Annex C, Security Requirements Checklist (SRCL - FILE # 30190) is attached as a separate source document

APPENDIX 1 TO ANNEX C – ITSM SECURITY CLASSIFICATION GUIDE

Table 1: ITSM Personnel Security Clearance Requirements

#	Role / Function	Clearance Level	More Details
1	Any resource with logical access to ITSM Solution data	Secret	Any contractor or subcontractor personnel with a job function or role that may permit access for them to retrieve, view, manipulate, destroy, transfer or affect the availability of ITSM Solution data.
2	Any resource with logical access to ITSM Solution test data	Enhanced Reliability	This is access to test data generated for system testing purposes and does not contain any production data. If there is any production data in the data set, it will be treated as #1
3	Contractor personnel with physical or logical access to ITSM Solution detailed design documents including but not limited to detailed logical and physical application, technology infrastructure solution architectures, security architecture and controls, detailed component diagrams, source code, detailed use-cases and business process maps, detailed application, data flows and data models, database designs, system interfaces, internal controls, test plans and test results	Secret	This is mainly architecture and detailed design documentation access. (i.e. Integration Specialist, Solution/Application Architect; Project Manager; Data Architect)
4	Contractor Operations Center Personnel	Secret	This is for Contractor Operators including second and third level support. Any contractor or subcontractor personnel that has logical access to ITSM Solution production data (either in electronic or paper format).

#	Role / Function	Clearance Level	More Details
5	4th Level OEM Support	n/a	The Contractor must get Contract Technical Authority approval before providing any ITSM Solution data/information to 4th Level OEM Support. This resource type will not have direct access to the ITSM Solution data however they can work on issues/problems specific to their expertise level with security cleared Contractor Operators who has access to the data.
6	Contractor resources accessing SSC locations ad-hoc	n/a	Resources will be escorted by SSC
7	Contractor resources accessing SSC locations regularly	Enhanced Reliability	SSC will check resource security level before access is granted.

Table 2: Contractor Facility Related Security Requirements

#	Facility Related Clearances	Contractor Operation Centers*
1	Document Safeguarding Capability	No
3	Production Capability	No
4	IT Link	No

ANNEX D – TASK AUTHORIZATION FORM

Sample Task Authorization Form (TA) (Page 1 of 2)

SSC TASK AUTHORIZATION FORM (TA)				
All invoices must show the following agreement reference numbers:				
Contract number	Commitment Number	Requisition Number	Task Authorization Number	Amendment #
To Contractor Address		TO THE CONTRACTOR: You are requested to supply the following services in accordance with the terms of the above referenced contract. <ul style="list-style-type: none"> The TA shall be used only to order the identified services. In accordance with the Contract only services identified in the contract shall be supplied against this Task Authorization. Each request will be invoiced separately. Each Invoice shall be prepared in accordance with the instructions set out in the Contract. 		
		_____ Signature		
		_____ Date		
Deliver To				
Delivery Date				
Security				
Period Of Requisition On Contract		FROM		
		TO		
Balance Left On Contract Prior To This TA		\$	GST/HST Extra	
Estimated Value Of This Requisition On Contract		\$	GST/HST Included	
Estimated Balance Left		\$	GST/HST Included	

DESCRIPTION OF STATEMENT OF WORK

OTHER CONDITIONS / CONSTRAINTS

Sample Task Authorization Form (TA) (Page 2 of 2)

BASIS OF PAYMENT					
FOR THE PROVISION OF PROFESSIONAL SERVICES					
The Contractor shall be paid firm all-inclusive hourly rate for the following resource, GST and HST extra. Preauthorized travel and living expenses will be reimbursed in accordance with the Treasury Board travel Directive. Partial days shall be prorated based on the actual hours worked based on 7.5 hours workday.					
Resource Category	No. Resources	Required security clearance	Per Diem Rate	No. Days	Total
Estimated Cost for Professional Services					
Plus GST/HST					
Total price approved for this TA including GST/HST					
The Contractor shall not charge Canada for any costs exceeding this total price unless Canada has issued a ROC amendment authorizing the increased expenditure.					

DESCRIPTION OF TASKS

ADDITIONAL INFORMATION

APPROVAL			
Authorities	Name	Signature	Date
Technical Authority			
Contractor Representative			
Contracting Authority			

ANNEX E – CERTIFICATIONS

Note: Annex E will be inserted at Contract Award. This annex will include any Certifications submitted by the Bidder in their proposal.

ANNEX F– PRE CLEARED RESOURCES

Note: Annex F will be inserted at Contract Award. This annex will include any Pre Cleared Resources submitted by the Bidder in their proposal.

ANNEX G – ADDITIONAL SOFTWARE USE TERMS

Note: Annex G will be inserted at Contract Award. This annex will include any Additional Software Use Terms submitted by the Bidder in their proposal.

ANNEX H-SUPPLY CHAIN SECURITY INFORMATION

ANNEX I – SAAS NEGOTIATION PROCEDURES

1. Request for a SaaS Solution

- (a) If a requirement is identified for an ITSM Tool Software as a Service (SaaS) solution for the GC, a request to initiate negotiations will be submitted by the Contracting Authority to the Contractor via email. The request to initiate negotiations will include draft terms, including but not limited to the requirement to provide credit for existing licenses purchased and transferred to a SaaS model and/or the migration of departmental workloads into a SaaS service at no extra cost, as well as the technical requirements for the SaaS solution requested by Canada to support a specific GC department/agency or group of GC departments/agencies.

2. Finalization of Terms and Technical Requirements

- (a) Upon receipt of the request to initiate negotiations, the Contractor must, within ten business days, review the draft terms and technical requirements for the SaaS solution and commence discussions with the Technical Authority and identified Client-department representative to provide feedback to the draft requirements and work in collaboration with the GC to establish the final requirements. To the extent possible, the Technical Authority will endeavor to finalize the requirements within thirty business days of issuance of the request to initiate negotiations. Canada will proceed with a SaaS solution only if and when all issues are resolved, and if the two parties are able to reach agreement on the requirements.
- (b) There may be different terms and/or technical requirements required to support a specific GC department/agency or group of GC departments/agencies (e.g. PBMM versus PBHM security controls) requiring a separate or additional negotiation process as outlined above.

3. SaaS Quotation

- (a) Upon receipt of the final terms and technical requirements for the SaaS solution from the Contract Authority, the Contractor must, within five working days unless otherwise specified, develop and submit a quotation to the Contract Authority for the required SaaS. The Contractor's quotation response must be based on the rates set out in the Contract as applicable (e.g. related professional services). Canada, at its discretion, may return the quotation to the Contractor for further negotiation of the proposed pricing.
- (b) The Contractor will not be paid for providing the quotation response or for providing other information required to prepare and issue the resulting Task Authorization (TA).

4. Approval and Task Authorization (TA) Issuance

- (a) If Canada accepts the Contractor's quotation response, the Contract Authority will issue a TA to the Contractor for signature. Whether or not to approve or issue a TA is entirely within Canada's discretion.
- (b) The TA Form must be appropriately signed by the Contractor and Canada prior to commencement of any work. The Contractor must not commence work until a fully signed TA Form has been received, and any work performed in its absence is done at the Contractor's own risk.

ATTACHMENT 1.– ADDITIONAL BACKGROUND INFORMATION

Note to Bidders: Attachment 1 is provided in a separate attachment.

ATTACHMENT 2.– LEGACY ITSM TOOLS USED AT SSC AND CUSTOMER DEPARTMENTS

Note to Bidders: Attachment 2 is provided in a separate attachment.

ATTACHMENT 3.- STANDARD FOR ITSM INTEGRATION

Note to Bidders: Attachment 3 is provided in a separate attachment.

ATTACHMENT 3.1 - SUPPLY CHAIN SECURITY INFORMATION ASSESSMENT PROCESS

1. **Condition of Contract Award:** In order to be awarded a contract, the Bidder must complete the Supply Chain Security Information (SCSI) assessment process and not be disqualified.
2. **Definitions:** The following words and expressions used with respect to SCSI assessment have the following meanings:
 - a. **“Product”** means any hardware that operates at the data link layer of the Open Systems Interconnection model (OSI Model) Layer 2 and above; any software; and any Workplace Technology Device;
 - b. **“Workplace Technology Device”** means any desktop, mobile workstation (such as a laptop or tablet), smart phone, or phone, as well as any peripheral item or accessory such as a monitor, keyboard, computer mouse, audio device or external or internal storage device such as a USB flash drive, memory card, external hard drive or writable CDs and DVDs or other media;
 - c. **“Product Manufacturer”** means the entity that assembles the component parts to manufacture the final Product;
 - d. **“Software Publisher”** means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products;
 - e. **“Canada’s Data”** means any data originating from the Work, any data received in contribution to the Work or any data that is generated as a result of the delivery of security, configuration, operations, administration and management services, together with any data that would be transported or stored by the contractor or any subcontractor as a result of performing the Work under any resulting contract; and
 - f. **“Work”** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any resulting contract.
 - g. **Supply Chain Scope Diagram:** A supply chain scope diagram is provided as Attachment 5.2 to provide a visual representation of the SCSI submission and assessment requirements described in further detail below. In the case of a discrepancy between the diagram and the process described in this document, this document will prevail.
3. **Bid Submission Requirements (Mandatory at Bid Closing):**
 - a. Bidders must submit with their bids, by the closing date, the following:
 - i. **Security Controls Assessment:** A Self-Assessment of the Bidder’s ITSM Managed Service, including the ITSM SaaS Solution, against the Security Controls set out in Appendix E to the Statement of Work. The bidder must describe how their SaaS Solution meets each individual security measure in ANNEX E (e.g. the manual and / or electronic processes used to meet the individual security control measures.
 - ii. **IT Product List:** Bidders must identify the Products over which Canada’s Data would be transmitted and/or on which Canada’s Data would be stored, or that would be used and/or installed by the Bidder or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product:

1. **Location:** identify where each Product is interconnected with any given network for Canada's Data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations centre, security operations centre, internet or other public network peering points, etc.);
 2. **Product Type:** identify the generally recognized description used by industry such as hardware, software, etc.; components of an assembled Product, such as module or card assembly, must be provided for all layer 3 internetworking devices;
 3. **IT Component:** identify the generally recognized description used by industry such as firewall router, switch, server, security appliance, etc.;
 4. **Product Model Name or Number:** identify the advertised name or number of the Product assigned to it by the Product Manufacturer;
 5. **Description and Purpose of the Product:** identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described for the Project;
 6. **Source:** identify the Product Manufacturer and/or Software Publisher of embedded components;
 7. **Name of Subcontractor:** identify all subcontractors. In the "**SCSI Submission Form**" provided with this bid solicitation at Attachment 5.1, "Name of Subcontractor" refers to any subcontractor that will provide, install or maintain one or more Products, if the Bidder would not do so itself, as further defined below.
- iii. Submitting the information set out above is mandatory. Canada requests that bidders provide the IT Product List information by using the SCSI Submission Form, but the form in which the information is submitted is not itself mandatory. Canada also requests that, on each page, bidders indicate their legal name and insert a page number as well as the total number of pages. Canada further requests that Bidders insert a separate row in the SCSI Submission Form for each Product. Finally, Canada requests that Bidders not repeat multiple iterations of the same Product (e.g., if the serial number and/or the color is the only difference between two Products, they will be treated as the same Product for the purposes of SCSI).
- b. **Network Diagrams:** one or more conceptual network diagrams that collectively show the complete network proposed to be used to perform the Work described in this bid solicitation. The network diagrams are only required to include portions of the Bidder's network (and its subcontractors' networks) over which Canada's Data would be transmitted in performing any resulting contract. As a minimum, the diagram must show:
- i. the following key nodes for the delivery of the services under any resulting contract:
 1. service delivery points;
 2. core network; and
 3. subcontractor network(s) (specifying the name of the subcontractor as listed in the List of Subcontractors);

- ii. the node interconnections, if applicable;
 - iii. any node connections with the Internet; and
 - iv. for each node, a cross-reference to the Product that will be deployed within that node, using the line item number from the IT Product List.
- c. **List of Subcontractors:** The Bidder must provide a list of any subcontractors that could be used to perform any part of the Work (including subcontractors affiliated or otherwise related to the Bidder) pursuant to any resulting contract. The list must include at a minimum:
- i. the name of the subcontractor;
 - ii. the address of the subcontractor's headquarters;
 - iii. the portion of the Work that would be performed by the subcontractor; and
 - iv. the location(s) where the subcontractor would perform the Work.

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

- d. **Customer Co-location Disclosure Information (CCDI):** The Bidder must submit a list of existing customers, or potential customers in the process of becoming a customer (whether they are customers of the same or a similar service or co-location customer) located in the facility proposed by the Bidder. The list must include, at a minimum:
- i. The name of each customer served at or by any locations where Canada's Data (as defined in Part 5) will be stored;
 - ii. The address of each customer's headquarters;

Only in those cases where the Bidder has an existing contractual obligation that prevents the Bidder from providing items (i) and (ii) above, the Contractor must instead provide a detailed description that defines the profile of the customer. The customer profile must include:

- (A) The city where either the head office or the point of contact is located;
- (B) Industry sector, e.g. line of business, such as banking, manufacturing;
- (C) Goods or services company;
- (D) Private or public sector organization;
- (E) Business model, e.g. individual, proprietorship, domestic or foreign corporation, limited partnership;

- (F) Privately held or publicly traded company; and
- (G) Country of origin of the parent company, if the customer is a subsidiary.

4. Assessment of Supply Chain Security Information:

- a. Canada will assess whether, in its opinion, the SCSI creates the possibility that the top-ranked Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.
- b. In conducting its assessment:
 - i. Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the SCSI. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being disqualified.
 - ii. Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the SCSI.
- c. If, in Canada's opinion, there is a possibility that any aspect of the SCSI, if used by Canada, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
 - i. Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the SCSI is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's SCSI. With respect to any concerns, Canada may, in its discretion, identify a potential mitigation measure that the Bidder would be required to implement with respect to any portion of the SCSI if awarded a contract.
 - ii. The notice will provide the Bidder with a minimum of 3 opportunities to submit revised SCSI in order to address Canada's concerns. If Canada has identified a potential mitigation measure that the Bidder would be required to implement if awarded a contract, the Bidder must confirm in its revised SCSI whether or not it agrees that any awarded contract will contain additional commitments relating to those mitigation conditions. The first revised SCSI must be submitted within the **10 calendar days** following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the first revised SCSI submitted after bid closing, the second revised SCSI must be submitted within **5 calendar days** (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the second revised SCSI submitted after bid closing, the third revised SCSI must be submitted within **3 calendar days** (or a longer period specified in writing by the Contracting Authority). **With respect to the revised SCSI submitted each time,**

the Bidder must indicate in its response whether the revision affects any aspect of its technical bid or certifications. The Bidder will not be permitted to change any price in its bid, but will be permitted to withdraw its bid if it does not wish to honour the pricing as a result of required revisions to the SCSI.

Each time the Bidder submits revised SCSI within the allotted time, Canada will perform a further assessment of the revised SCSI and the following will apply:

- d. If, in Canada's opinion, there is a possibility that any aspect of the Bidder's revised SCSI could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, the Bidder will be provided with the same type of notice described under paragraph 4(c)(i) above. If, in Canada's opinion, the third post-bid-closing revised SCSI submission still raises concerns, any further opportunities to revise the SCSI will be entirely at the discretion of Canada and the bid may be disqualified by Canada at any time.
- e. If the bid is not disqualified as a result of the assessment of the SCSI (as revised in accordance with the process set out above), after receiving the final revised SCSI, Canada will assess the impact of the collective revisions on the technical bid and certifications to determine whether they affect:
 - i. the Bidder's compliance with the mandatory requirements of the solicitation;
 - ii. the Bidder's score under the rated requirements of the solicitation, if any; or
 - iii. the Bidder's ranking vis-à-vis other bidders in accordance with the evaluation process described in the solicitation.
- f. If Canada determines that the Bidder remains compliant and that its ranking vis-à-vis other bidders has been unaffected by the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Contracting Authority will recommend the top-ranked bid for contract award, subject to the provisions of the bid solicitation. If Canada's approval is subject to any mitigation measures, no contract will be awarded to the Bidder unless Canada is satisfied that the contract includes additional commitments reflecting the required mitigation measures.
- g. If Canada determines that, as a result of the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Bidder is either no longer compliant or is no longer the top-ranked bidder, Canada will proceed to consider the next-ranked bid for contract award, subject again to the provisions of the solicitation relating to the assessment of the SCSI submitted at bid closing, and to the assessment of any revised SCSI submitted after bid closing in accordance with the above provisions.
- h. By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. As a result:
 - i. a satisfactory assessment does not mean that the same or similar SCSI will be assessed in the same way for future requirements; and
 - ii. during the performance of any contract resulting from this bid solicitation, if Canada has concerns regarding certain products, designs or subcontractors originally included in the SCSI, the terms and conditions of that contract will govern the process for addressing those concerns.

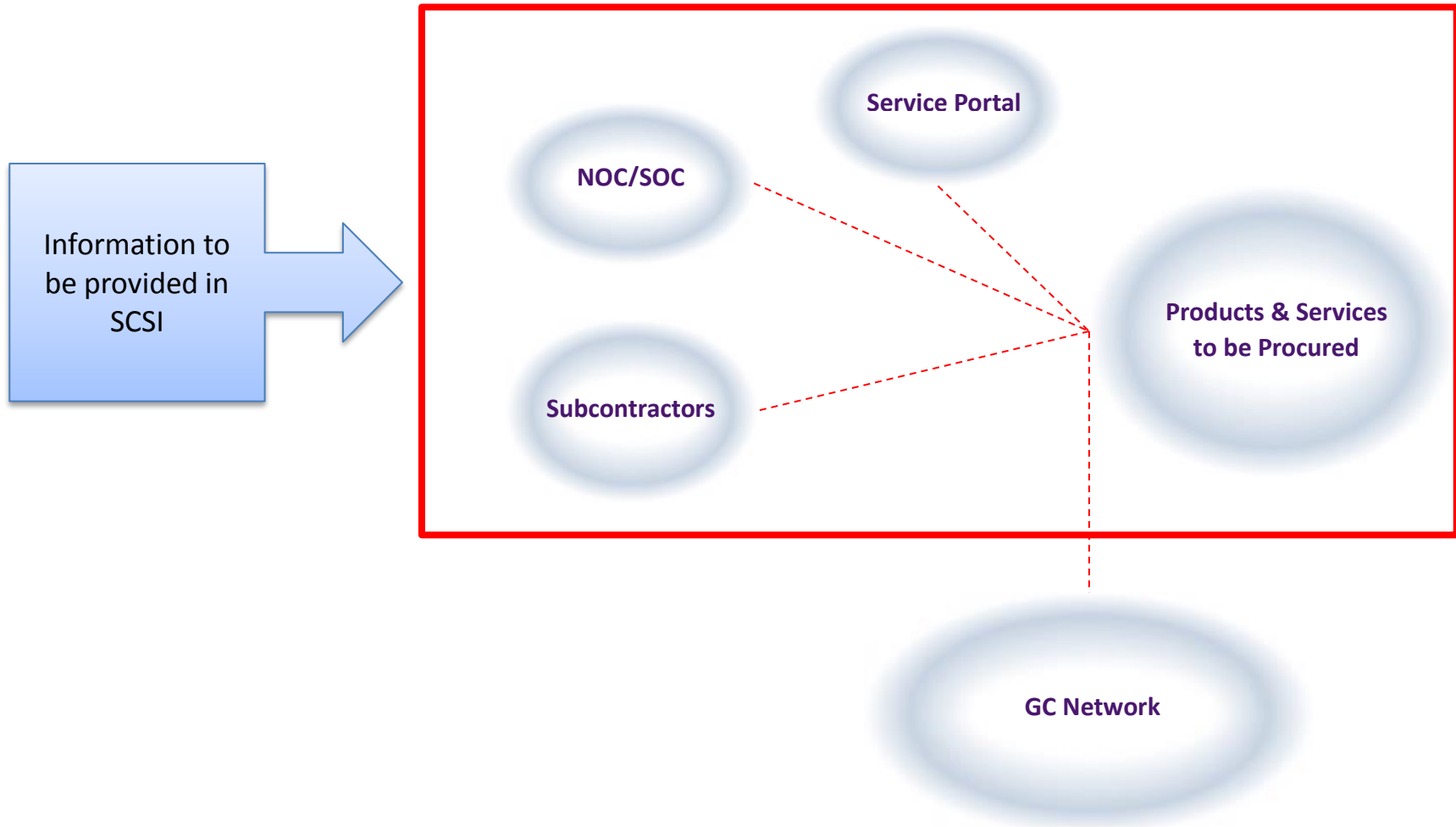
5. Non-Disclosure Agreement

- a. By submitting its SCSI, and in consideration of the opportunity to participate in this procurement process, the Bidder agrees to the terms of the following non-disclosure agreement (the “Non-Disclosure Agreement”):
- b. The Bidder agrees to keep confidential and store in a secure location any information it receives from Canada regarding Canada’s assessment of the Bidder’s SCSI (the “Sensitive Information”) including, but not limited to, which aspect of the SCSI is subject to concern, and the reasons for Canada’s concerns.
- c. Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise, and regardless of whether or not that information is labeled as classified, confidential, proprietary or sensitive.
- d. The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a need to know the information and has a security clearance commensurate with the level of Sensitive Information being disclosed, without first receiving the written consent of the Contracting Authority.
- e. The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by the previous Sub-article, accesses the Sensitive Information at any time.
- f. The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder’s security clearance and a review of the Bidder’s status as an eligible bidder for other requirements.
- g. 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.
- h. This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel (i.e., Sensitive Information that is known, but not committed to writing) would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information). Canada may require that the Bidder provide written confirmation that all hard and soft copies of records that include Sensitive Information have been returned to Canada.

ATTACHMENT 3.2 – SUPPLY CHAIN SECURITY INFORMATION FORM

Note to Bidders: Attachment 3.2, Supply Chain Security Information Form is attached as a separate attachment.

ATTACHMENT 3.3 - SUPPLY CHAIN SCOPE DIAGRAM



ATTACHMENT 4.1 – EVALUATION FRAMEWORK AND PROCESS

Note to Bidders: Attachment 4.1, Evaluation Framework and Process is provided in a separate attachment.

ATTACHMENT 4.2 – TECHNICAL EVALUATION

Note to Bidders: Attachment 4.2, Technical Evaluation is provided in a separate attachment.

ATTACHMENT 4.3 – FINANCIAL EVALUATION

Note to Bidders:

- Attachment 4.3, Financial Evaluation will be provided in a separate attachment in a subsequent amendment.
- Appendix 1 to Attachment 4.3, Financial Evaluation Pricing Tables will be attached as a separate source document in Excel for bidders input in a subsequent amendment.

ATTACHMENT 4.4 – SOFTWARE USABILITY DEMONSTRATION

Note to Bidders: Attachment 4.4, Software Usability Demonstration is provided in a separate attachment.

FORM 1 – BID SUBMISSION FORM

SSC Solicitation No. 30190 Bid Submission Form			
Bidder's full legal name <i>[Note to Bidders: Bidders should take care to identify the correct legal name as the Bidder.]</i>			
Authorized representative of bidder for evaluation purposes (e.g., clarifications)	Name		
	Title		
	Address		
	Telephone #		
	Fax #		
	Email		
Bidder's Procurement Business Number (PBN) <i>[See SSC's Standard Instructions. Please make sure that your PBN matches the legal name under which you have submitted your bid. If it does not, the bidder will be determined based on the legal name provided, not based on the PBN, and the bidder will be required to submit the PBN that matches the legal name of the bidder.]</i>			
Former Public Servants Please see the Section of SSC's Standard Instructions entitled "Former Public Servants" for more information. If you are submitting a bid as a joint venture, please provide this information for each member of the joint venture.	Is the bidder a Former Public Servant in receipt of a pension as defined in SSC's Standard Instructions? If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"	Yes	
		No	
	Is the bidder a Former Public Servant who received a lump sum payment under the terms of the work force adjustment directive? If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"	Yes	
		No	
Federal Contractors Program for Employment Equity Certification Please see the section of SSC's Standard Instructions entitled "Federal Contractors Program for Employment Equity" for more information. Please check one of the boxes or provide the required information. If you are submitting a bid as a joint venture, please provide this information for each member of the joint venture.	The bidder certifies having no work force in Canada	Yes	
		No	
	The bidder certifies being a public sector employer	Yes	
		No	
	The bidder certifies being a federally regulated employer subject to the <i>Employment Equity Act</i>	Yes	
		No	
	The bidder certifies having a combined work force in Canada of less than 100 permanent full-time, part-time and temporary employees.	Yes	
		No	

SSC Solicitation No. 30190 Bid Submission Form			
	The bidder has a combined workforce in Canada of 100 or more permanent full-time, part-time and temporary employees.	Yes	
		No	
	Valid and current Certificate number		
	The bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour.	Yes	
		No	
Requested Canadian province or territory for applicable laws			
The bidder requests exchange rate fluctuation adjustments during the Contract Period	Yes		
	No		
Security Clearance Level of Bidder <i>[Please ensure that the security clearance matches the legal name of the bidder. If it does not, the security clearance is not valid for the bidder.]</i>	Clearance Level		
	Date Granted		
	Issuing Entity (PSPC, RCMP, etc.)		
	Legal name of entity to which clearance issued		
If you are submitting a bid as a joint venture, please provide this information for each member of the joint venture.			
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire solicitation, including the documents incorporated by reference into the solicitation, and I certify and agree that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the solicitation; 2. The bid is valid for the period specified in the solicitation; 3. All the information provided in the bid is complete, true and accurate; 4. The bidder has read and complies with the obligations of the PSPC Code of Conduct for Procurement (http://www.tpsgc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html); and 5. The bidder agrees to be bound by all the terms and conditions of this solicitation, including the documents incorporated by reference into it. 			
Signature of Authorized Representative of Bidder			

FORM 3 – SOFTWARE PUBLISHER CERTIFICATION FORM

Software Publisher Certification Form

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

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

[bidders should add or remove lines as needed]

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

FORM 4 – SOFTWARE PUBLISHER AUTHORIZATION FORM

Software Publisher Authorization Form

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

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

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Invitation to Qualify Number _____

Name of Bidder _____