



RETURN BIDS BY E-MAIL TO:

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**RETOURNER LES SOUMISSIONS
PAR COURRIEL À:**

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**REQUEST FOR PROPOSAL/
DEMANDE DE PROPOSITION**

Proposal To: Shared Services Canada

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

Proposition aux: Services partagés Canada

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

Comments - Commentaires

Issuing Office – Bureau de distribution

SSC | SPC
Procurement and Vendors Relations | Achats et relations avec les fournisseurs
427 Laurier, 3rd floor
Ottawa, Ontario K1P 0B6

Title – Sujet HIGH/MEDIUM/LOW CAPACITY INKJET PRINTERS FOR CBSA	
Solicitation No. – N° de l’invitation 2BP871229A	Date February 20, 2019
Client Reference No. – N° référence du client 1000342407	
File No. – N° de dossier 2BP871229A	
Solicitation Closes – L’invitation prend fin on – March 6, 2019 @ 2 :00 pm	Time Zone Fuseau horaire Eastern Daylight Time (EDT) / Heure avancée de l’Est (HAE)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Nina Caldwell	Buyer Id – Id de l’acheteur
Telephone No. – N° de téléphone : 613-882-8328	FAX No. – N° de FAX Not applicable
Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l’entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)	
Signature	Date _____



**BID SOLICITATION
HIGH/MEDIUM/LOW CAPACITY INKJET PRINTERS
FOR
SHARED SERVICES CANADA
ON BEHALF OF
CANADA BORDER SERVICES AGENCY**

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List of Annexes to the Resulting Contract:

Annex A Statement of Work
 Annex B Basis of Payment
 Annex C Evaluation Criteria & Method of Selection
 Annex D List of Delivery Locations
 Annex E Compatibility Testing
 Annex F Bid Submissions Forms
 Annex G OEM Certification Form
 Annex H Substantiation of Technical Compliance Form
 Annex I Supply chain integrity process (SCI) process
 Annex J Security Requirements Check List
 Form 1 Requisition of Contract (ROC) Form

PART 1 GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include:

Annex A Statement of Work
 Annex B Basis of Payment
 Annex C Evaluation Criteria & Method of Selection



Annex D	List of Delivery Locations
Annex E	Compatibility Testing
Annex F	Bid Submissions Forms
Annex G	OEM Certification Form
Annex H	Substantiation of Technical Compliance Form
Annex I	Supply chain integrity process (SCI) process
Annex J	Security Requirements Check List
Form 1	Requisition of Contract (ROC) Form

1.2 Summary

This bid solicitation is being issued by Shared Services Canada (SSC). The resulting contract will be used by SSC to provide shared services to Canada Border Services Agency (CBSA). It is intended to result in the award of a contract for one year, plus six one-year irrevocable options allowing Canada to extend the term of the contract. This bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.

Canada Border Services Agency, has a requirement for the purchase, supply and delivery of inkjet printers for coverage of all of the following 3 categories:

- a. **20** High Capacity printers with the option to buy **100** additional High Capacity printers;
- b. **30** Medium Capacity printers with the option to buy **500** additional Medium Capacity printers;
- c. **40** Low Capacity printers with the option to buy **310** additional low capacity printers.

Hardware is to be provided under the Contract on an as-and-when-requested basis and will be ordered by Canada using a Requisition on Contract ("**ROC**").

This Contract is for the supply, and delivery of the equipment, as well as allowing users to access all of the required features of the equipment for installation and configuration purposes.

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

1.3 Optional Additional Quantities

The Bidder grants to Canada an irrevocable option to purchase up to **100** additional High Capacity printers, **500** additional Medium Capacity printers, **310** additional low capacity printers under the same terms and conditions and at the rates quoted in Annex B over the 7 year period. This option will be valid during the contract period and any extensions to the contract period.

1.4 Debriefings

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

1.5 National Security Exception

On May 28, 2012, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to email, networks and data centres for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.



PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- c) The 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).
- d) Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - i) Delete: sixty (60) days
 - ii) Insert: one hundred and twenty (120) days

2.2 Submission of Bids

- a) Bids must be submitted only to Shared Services Canada Senior Procurement Officer, Nina Caldwell by e-mail only to nina.caldwell@canada.ca by the date and time indicated on the cover page of the bid solicitation. For an offer to be considered, this RFP must be completed and submitted in its entirety.

All queries concerning the RFP, whether before or after closing date, must be in writing by e-mail and addressed to Nina Caldwell at nina.caldwell@canada.ca AND Ron Dickie at Ronald.dickie@canada.ca.

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

2.3 Enquiries - Bid Solicitation

- a) **All enquiries must be submitted in writing to the Contracting Authority no later than 5 federal government working days before the bid closing date. Enquiries received after that time may not be answered.**

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

2.4 Applicable Laws

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



A Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.



PART 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

a) Copies of Bid: Canada requests that bidders provide their bid in separately bound sections as follows:

- i) Section I: Technical Bid (1 soft copy)
- ii) Section II: Financial Bid (1 soft copy)
- iii) Section III: Certifications (1 soft copy)

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

b) Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

3.2 Canada's Policy on Green Procurement:

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

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

3.3 Section I: Technical Bid

In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

Full technical specifications and descriptive materials must be submitted with the bid. Failure to provide these materials with the bid will result in the bid being declared non-compliant.

In order to demonstrate compliance to the technical requirements, it is requested that the Bidder's Technical Bid include at a minimum the following:

(a) a completed Annex E, indicating compliance to the specifications, supplying equipment details, and providing reference locations to supporting documentation and technical brochures included in the bid, and;

(b) technical brochures and supporting documents should be cross-referenced with Annex A and pertinent information demonstrating compliance should be clearly marked

Information to be filled in by the Bidder are left blank, please fill-in spaces accordingly.



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

It is the Bidder's responsibility to provide a comprehensible and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

a) The technical bid consists of the following:

- i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii) **Substantiation of Technical Compliance Form:** The technical bid must substantiate the compliance of the Bidder and its proposed products with the specific articles of Annex A (Statement of Work) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

3.4 Section II: Financial Bid

- a) Pricing: Bidders must submit their financial bid in accordance with Annex B – *Basis of Payment*. The total amount of Applicable Taxes must be shown separately, if applicable.
A completed Annex B, Basis of Payment, table must be submitted.
- b) Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it will not charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.5 Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.
- c) In addition to any other time periods established in the bid solicitation:
- d) Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

4.2 Technical Evaluation - Mandatory Technical

- a) Bids will be evaluated in accordance with the Technical Bid criteria detailed in Annex C. Bids will be assessed to ensure compliance with all of the requirements of this solicitation as described at Annex A - Statement of Work.
- b) Consideration of Additional Software Use Terms included in Top-Ranked Bid (following financial evaluation):
 - i) Acceptance of all the terms and conditions contained in Part 7 - Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.
 - ii) 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.
 - iii) The process is as follows:
 - A) 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);
 - B) 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;
 - C) 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;
 - D) 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, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;
 - E) 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-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and



- F) 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 (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.
- iv) 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 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.

4.3 Financial Evaluation

a) Mandatory Financial Criteria

- i) SACC Manual Clause A0220T (2014-06-26), Evaluation of Price.
Please refer to Annex C, and complete the Basis of Payment, Annex B.

4.4 Basis of Selection

- a) SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria
- b) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

4.5 Proof or Proposal Testing

Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex A Statement of Requirements. The PoP test will take place at a site in the National Capital Region (NCR) provided by Canada.

After being notified by the Contracting Authority, the Bidder will be given a maximum of 14 calendar days to deliver their proposed solution to the shipping address provided at time of notification. Once the PoP test has begun, it must be completed within 5 working days.

The hardware, software, and other components provided for the PoP must be identical to the proposed solution. Canada will assume all costs related to the facilities provided, the required infrastructure and Canada employees. All Bidder costs, including delivery and shipping of the solution will be the responsibility of the Bidder.

The Bidder must provide technical resources to resolve any issues and correct any deficiencies discovered during the PoP testing. The technical resources must be available remotely via telephone and e-mail.

Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be deemed non-compliant.

4.6 Non-Disclosure Agreement

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



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

This Non-Disclosure Agreement remains in force indefinitely.

4.7 Supply Chain Integrity Process

- a) Definitions
- b) The following words and expressions used in this Supply Chain Integrity Process have the following meaning:
 - i) "Products" means any hardware that operates at the data link layer of the OSI Model (Layer 2) and above, any software and Workplace Technology Devices.
 - ii) "Workplace Technology Devices" means desktops, mobile workstations such as laptops and tablets, smart phones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD and DVD.
 - iii) "Product Manufacturer" means the entity which assembles the component parts to manufacture a Product.
 - iv) "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.
 - v) "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
 - vi) "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.



c) Mandatory Qualification Submission Requirements

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

IT Product List: Bidders must identify the Products over which Canada's Data would be transmitted and/or stored that will be used and/or installed to perform any part of the Work described in the resulting contract, as well as the following in regards to each Product:

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

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

viii) List of Subcontractors: The Bidder must provide a list of any subcontractors that could be used to perform any part of the Work (including subcontractors affiliated or otherwise related to the Bidder) pursuant to any resulting contract. The list must include at a minimum:

- A) The name of the subcontractor;
- B) The address of the subcontractor's headquarters;
- C) The portion of the Work that would be performed by the subcontractor; and
- D) The location(s) where the subcontractor would perform the Work.

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

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



- d) Assessment of Supply Chain Security Information**
- i) Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.**
 - ii) In conducting its assessment:**
 - A) Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the response being disqualified.**
 - B) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the response or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.**
 - iii) If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:**
 - A) Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's Supply Chain Security Information.**
 - B) The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 10 calendar days following the day on which Canada's written notification is sent to the Bidder, (or a longer period specified in writing by the Contracting Authority).**
 - C) If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the response will be disqualified.**
 - iv) By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:**
 - A) qualification pursuant to this RFP does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;**
 - B) qualification pursuant to this RFP does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;**
 - C) at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the**



Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.

- D)** during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.
- v)** All Bidders will be notified in writing regarding whether or not they have qualified under this RFP to proceed to the next stage of the procurement process.
- vi)** Any Bidder that has qualified under this RFP will be required, when responding to any subsequent bid solicitation under this solicitation process, to propose a solution consistent with the final version of the Supply Chain Security Information it submitted with its response to this RFP (subject to revision only pursuant to the paragraph below). Except pursuant to the paragraph below, no alternative or additional Products or subcontractors may be proposed in the Bidder's solution. This is a mandatory requirement of this solicitation process. The proposed solution during any subsequent bid solicitation does not need to contain all the Products within the final Supply Chain Security Information.
- vii)** Once a Bidder has been qualified in response to this RFP, no modifications are permitted to the Supply Chain Security Information except under exceptional circumstances, as determined by Canada. Given that not all the exceptional circumstances can be foreseen, whether changes may be made and the process governing those changes will be determined by Canada on a case-by-case basis.



PART 5 CERTIFICATIONS

5.1 Certification

- a) Bidders must provide the required certifications and documentation to be awarded a contract.
- b) The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- c) The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.2 Mandatory Certifications Required Precedent to Contract Award

- a) Bidders must submit the following duly completed certifications as part of their bid.
- b) Code of Conduct and Certifications

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

5.3 Federal Contractors Program for Employment Equity – Bid Certification

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

5.4 Integrity Provisions – List of Names

- a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.
- b) Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- c) Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.5 Additional Certifications Precedent to Contract Award

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

5.6 OEM Certification

- a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's



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

- b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

5.7 Code of Conduct Certifications – Certifications Required Precedent to Contract Award

- a) Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.
- b) The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form – PWGSC-TPSGC 229](#)) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

5.8 Common Criteria Security Certification

- a) Bidders should provide with their bids the proposed multi-function devices Common Criteria Security Certification, brochure and configuration pages (aka white pages) for each model submitted for consideration.
- b) If the Common Criteria Security Certification is unavailable due to the fact that the machine is currently in evaluation, Bidders should identify this and provide a verifiable link to the website which demonstrates this status.



PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

- c) Contractor's personnel must be escorted by a Canada Border Services Agency employee at all times while on site.
- d) See Annex J for SRCL



PART 7 RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- a) _____ (the “**Contractor**”) agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work at Annex A, in accordance with, and at the prices set out in, the Contract. This includes:
- i) supplying the Purchased Hardware;
 - ii) providing the Hardware Documentation;
 - iii) providing maintenance and support services for the Hardware during the Hardware Maintenance Period;
 - iv) granting the license to use the Licensed Software described in the Contract;
 - v) providing the Software Documentation;
 - vi) providing maintenance and support for the Licensed Software during the Software Support Period;

Client: Under the Contract, the “Client” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, 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.

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

any reference to a “**deliverable**” or “**deliverables**” includes the Hardware, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred) and the Leased;

“Product” means any hardware that operates at the data link layer of the OSI Model (layer 2) and above, any software and Workplace Technology Devices.

“Workplace Technology Devices” means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.

“Canada’s Data” means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.

“Work” means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

7.2 Standard Clauses and Conditions

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



will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

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

7.3 General Conditions:

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

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

7.4 Supplemental General Conditions:

- a) The following Supplemental General Conditions:
- b) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- c) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- d) Section 08 is replaced as follows:
- e) 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; and
- f) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software.

7.5 Security Requirement

- a) Contractor's personnel must be escorted by a Canada Border Services Agency employee at all times while on site.
- b) See Annex J for SRCL.

7.6 National Security Exception (NSE)

On May 28, 2012, the Government of Canada announced on the Government Electronic Tendering Service that it had invoked the National Security Exception under the trade agreements in respect of procurements related to email, networks and data centres for Shared Services Canada. As a result, this requirement is subject to the National Security Exception.

7.7 Contract Period

- a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - i) The "**Initial Contract Period**", which begins within 30 days of contract award; and
 - ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b) **Option to Extend the Contract**



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

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

7.8 Requisition on Contract (ROC)

- a) **Purpose of ROC:** Hardware is to be provided under the Contract on an as-and-when-requested basis and will be ordered by Canada using a Requisition on Contract (“**ROC**”).
- b) **Process for Issuing a ROC:** If a requirement is identified, a draft ROC will be prepared by CBSA and accompanied by a quote from the supplier detailing the cost to provide the hardware. The Contractor's ROC quotation must be in accordance with:
 - i) The firm rates set out in Annex B for hardware on an “As and When Requested” Basis.
- c) **Approval Process:** If Canada approves the Contractor's quotation, Canada will issue the ROC by forwarding a signed copy of the final ROC form to the Contractor. Whether or not to approve or issue a ROC is entirely within Canada's discretion.
- d) **ROC Authority and Limitation to Validly Issue a ROC:** To be validly issued, a ROC must include the following signatures:
 - i) For any ROC, inclusive of revisions, with a value less than or equal to \$25,000.00. the ROC must be signed by the CBSA Technical Authority, the Contractor's Representative, and by the RCMP Procurement Authority or SSC Contracting Authority;
 - ii) For any ROC, inclusive of revisions, with a value more than \$25,000.00 the ROC must be signed by the CBSA Technical Authority, the Contractor's Representative, and by the SSC Contracting Authority;
 - iii) The SSC Contracting Authority may issue a ROC directly to the Contractor at any value;
 - iv) ROCs can only be issued during the Contract Period; and
 - v) All limitations are inclusive of GST, HST and any applicable provincial disposal surcharges.

Any ROC that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued ROC is done at the Contractor's own risk. If the Contractor receives a ROC 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 Client's ability to issue ROCs at any time, or reduce or increase the dollar value threshold described above in sub-article i-ii; any suspension or reduction notice is effective upon receipt.

- e) **Contents of a ROC:** The ROC must contain the following information, if applicable:
 - i) the details of any financial coding to be used;
 - ii) description and quantity of goods being ordered;
 - iii) the interval during which the work is to be carried out (beginning and end dates) and delivery date(s);
 - iv) the specific work location or delivery location;
 - v) the price payable to the Contractor for performing the task; and,
 - vi) any other constraints that might affect the performance of the work.
- f) **Price Quotation in Response to a Change Request or ROC or Request for Quote:**



The Contractor will not be paid for providing a quotation or for providing other information required to prepare and respond to a ROC. The Contractor must provide any information requested by Canada in relation to the preparation of a ROC in accordance with the Contract. The Contractor's quotation must remain valid for a period of no less than 3 months. The Contractor must provide a quote 5 days after date of request from SSC.

- g) Price Support:** As requested by Canada in the ROC, the Contractor must submit and be in accordance with:
- i) Price quotation(s) obtained from supplier(s);
 - ii) Prices to be in accordance with Annex B hardware on an "As and When Requested Basis"
- h) Charges for Work under a ROC:** The Contractor must not charge Canada anything more than the price set out in the ROC unless Canada has issued a ROC amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, before being incorporated into the Work, by the applicable Authority, in accordance with the approval process outlined in this Article entitled "Requisition on Contract."
- i) Consolidation of ROCs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued ROCs to date, to document the Work performed under those ROCs for administrative purposes.
- j) Periodic Usage Reports:** The Contractor must compile and maintain records on its provision of goods to the federal government under authorized ROC issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below in Annex E. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the SSC Contracting Authority. From time to time, the SSC Contracting Authority may also require an interim report during a reporting period.

The quarterly periods are defined as follows:

- a) 1st quarter: April 1 to June 30;
- b) 2nd quarter: July 1 to September 30;
- c) 3rd quarter: October 1 to December 31; and
- d) 4th quarter: January 1 to March 31.

The data must be submitted to the SSC Contracting Authority no later than 5 calendar days after the end of the reporting period.

7.9 Minimum Work Guarantee

- a) In this clause:**
- i. "**Maximum Contract Value**" means the amount specified in the "**Limitation of Expenditure**" clause set out in the Contract (excluding GST/HST); and
 - ii. "**Minimum Contract Value**" means 100% of the Maximum Contract Value for the Initial Contract Period.
- b) Canada's obligation under the Contract is to request Goods in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article c). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.**



- c) In the event that Canada does not request goods in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract:
 - i) for default;
 - ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - iii) for convenience within ten business days of Contract award.

7.10 Delivery Date

- a) All the deliverables must be received within 30 calendar days of Contract Award and that all optional printer purchases must be delivered to CBSA within 30 calendar days of an order request.
- b) Precise addresses to be provided upon Contract Award. See Annex D.
- c) Within 5 business days of each delivery, the Contractor must provide the CBSA project authority via email an electronic spreadsheet (MS-Suite 2007 (or latest)) identifying the serial number and the physical address for each unit delivered. As additional units are delivered they must be added to the electronic spreadsheet making it a cumulative listing.

7.11 Authorities

a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Nina Caldwell
 Title: Senior Procurement Officer - Shared Services Canada
 Directorate: Procurement and Vendors Relations
 Address: 427 Laurier, 03-055, Ottawa, ON K1G 4A8
 Telephone: 613-882-8328
 E-mail address: nina.caldwell@canada.ca

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

b) Project Authority

The Project Authority will be identified at contract award.

The Project 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.

c) Contractor's Representative

The Contractor's Representative for the Contract is:

Name	
Title	
Company	
Address	



Telephone	
Facsimile	
Email address	

7.12 Payment

a) Basis of Payment

- i) Purchased Hardware:** For providing the Hardware in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.
- ii) Provincial Disposal Surcharge:** All unit prices are exclusive of any disposal surcharge. Any provincial disposal surcharge is extra to the price and will be paid by Canada.
- iii)** Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.13 Competitive Award

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.14 Purpose of Estimates

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

7.15 Limitation of Expenditure

- a)** 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, if applicable and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- b)** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - i)** it is 75 percent committed, or
 - ii)** 4 months before the Contract expiry date, or
 - iii)** as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
 - iv)** 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.

7.16 Method of Payment - Monthly Payment



- a) H1001C (2008-05-12), Multiple Payments.

7.17 SACC Manual Clauses

- a) SACC Manual clause A9117C (2007-11-30), Direct Request by Customer Department.

7.18 Price Protection - Most Favoured Customer

- a) To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- b) The Contractor also agrees that, if after the date the Contract is issued it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- c) At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- d) During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and number and location of service locations).
- e) In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- f) If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.

Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

7.19 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions. Invoices cannot be submitted until all work identified in the invoices is completed.
- b) Invoices must be distributed as follows: The original and two (2) copies of the invoices and maintenance reports must be forwarded to the Project Authority as identified in the Contract under article 7.7 "Authorities".

7.20 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor



does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.21 **Applicable Laws**

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

7.22 **Priority of Documents**

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

- a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b) supplemental general conditions, in the following order:
 - i) 4001; (2015-04-01) Hardware Purchase, Lease and Maintenance;
 - ii) 4003; (2010-08-16) Licensed Software;
 - iii) 4004; (2013-04-25) Maintenance and Support Services or Licensed Software;
- c) general conditions 2035 (2015-07-03) General Conditions – Higher Complexity-Services;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment
- f) Annex C, Evaluation Criteria & Method of Selection
- g) Annex D, List of Delivery Locations
- h) Annex J, SRCL
- i) the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*).

7.23 **Insurance Requirements**

- a) SACC Manual clause G1005C (2008-05-12) Insurance

7.24 **SACC Manual Clauses**

- a) SACC Manual clause A9068C (2010-01-11) Government Site Regulations
- b) SACC Manual clause B7500C (2006-06-16) Excess Goods
- c) SACC Manual clause B1501C (2006-06-16) Electrical Equipment
- d) SACC Manual clause D0018C (2007-11-30) Delivery and Unloading

7.25 **Limitation of Liability - Information Management/Information Technology**

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



b) First Party Liability:

- i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A) any infringement of intellectual property rights to the extent the Contractor reaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - B) physical injury, including death.
- ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) (A) above.
- v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.50 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 ROC used to order goods or services under this instrument), or \$ 1 Million.

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

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

c) Third Party Claims:

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



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

- iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

7.26 Hardware

With respect to the provisions of Supplemental General Conditions 4001:

Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery Location	As indicated in the ROC issued against the Contract, which may identify any one or more locations in Canada, except locations subject to one or more of the Comprehensive Land Claims Agreements. Canada reserves the right to adjust the location of acceptance for the equipment specified in any ROC. Acceptance may take place at the Contractor's plant or at a warehouse facility. Goods will still remain FOB Destination where the vendor is liable for delivery to all end locations including all shipping costs. The Warranty Period begins on the date received by the site authority at the final destination.
Delivery Date	30 calendar days after date of ROC
Contractor must deliver Hardware Documentation	Yes
Contractor must update Hardware Documentation throughout Contract Period	No - Section 7(5) of 4001 does not apply to the Contract.
Hardware Documentation must include maintenance documentation	Yes
Contractor must Install Hardware at time of Delivery	No
Hardware is part of a System	Yes
Contract Period	12 months
Option to Extend Period	For the purchased Hardware, the Contractor grants to Canada an irrevocable option to extend the Hardware Maintenance Period by 6 one-year periods. These option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Principal Period of Maintenance (PPM)	PPM is defined as the consecutive hour period per day between the hours of 08:00 to 17:00 (ET) Monday through Friday, excluding statutory holidays.
4001 08 - Level of Service	Contractor must ensure 95% availability in a normal user month.



4001 25 (7) Hardware Maintenance Service Report	<p>In addition to the information required for the Hardware Maintenance Service report, the following information is required:</p> <ul style="list-style-type: none"> (a) Contract number; (b) client's name, telephone number and location; (c) date and time of receipt of request for service; (d) dispatch date and time; (e) site arrival/departure date and time; (f) total down time; (g) reason for call; (h) equipment type and serial number; (i) action taken/service performed, including list of parts replaced/installed; (j) technician's name and signature; and (k) remarks. <p>Copies of these reports must be made available to the Contracting Authority within thirty (30) days of request.</p>
4001 26 Class of Maintenance Service	On-Site Maintenance Service included in the firm monthly rate (FMR).
4001 26 (3).a.(i) Service Response Time	See 7.17 Service Response Time during PPM
Toll-free Telephone Number for Maintenance Service	[to be completed with information from the Contractor at the time of award]
Website for Maintenance Service	[to be completed with information from the Contractor at the time of award]

In addition to and notwithstanding 4001 (2015-04-01) Supplemental General Conditions Hardware Purchase, Lease and Maintenance the following articles apply to the Contract.

7.27 Deliverable Substitutions & Alternatives

- a)** The Contractor may propose a substitution or alternative for an existing product listed in the Contract, provided the proposed substitute or alternative meets or exceeds the specification(s) of the existing product and the price for the substitute or alternative product does not exceed:
 - i)** the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
 - ii)** the current published list price of the substitute product, minus any applicable Government discount; or
 - iii)** the price at which the substitute product is generally available for purchase, whichever is the lowest.
- b)** The proposed substitution/alternative may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.) and will require the approval of CBSA as a valid replacement.
- c)** Substitute or alternative items must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution or alternative is acceptable. Whether or not to accept or reject a proposed substitution or alternative is entirely within the discretion of Canada. If Canada does not accept a proposed substitution or alternative, the Contractor must continue to deliver the original product. If accepted, the substitution will be documented for the administrative purposes of Canada by a contract amendment, by removing the existing product and including the substitution instead. If accepted, the addition of any alternative product will be documented for the administrative purposes of Canada by a contract amendment, by adding the alternative as a product under the Contract. Once an



alternative product has been included in the Contract, Canada may purchase either product, at its option.

- d) The ability to propose a substitution or alternative for any given product does not relieve the Contractor of its obligation to make delivery of the existing product when ordered within the period set out in the Contract, regardless of whether or when the proposed substitution is approved.

7.28 Extension of Existing Product Line

- a) During the Contract Period, if technological improvements have been made to the products available for purchase under the Contract, the Contractor may propose new products that are an extension of an existing product line or the “next generation” of an existing product line that meet or exceed the specification(s) of existing products under the Contract, if the price for the new product does not exceed:
 - i) the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract plus 5%;
 - ii) the current published list price of the substitute product, minus any applicable Government discount; or
 - iii) the price at which the substitute product is generally available for purchase, whichever is the lowest.
- b) The proposed new product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).
- c) Whether or not to accept or reject a proposed new product is entirely within the discretion of Canada. If Canada does not accept a proposed new product that is proposed to replace an existing product, the Contractor must continue to deliver the original product. If accepted, the addition of the new product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new product to the Contract.
- d) No new products will be included in the Contract until one year after the Contract is awarded.

7.29 Service Response Time During the Principal Period of Maintenance

- a) The Contractor must provide the following level of support in the event of equipment malfunction:
- b) 1 hour to respond to a service call back;
- c) 1 day from time of service call to have a technician at the print site if required; and on-site services must be performed from 7 am to 5 pm, Monday to Friday.
- d) 8 hours to resolve problem allowing IRB to continue operations at minimum 80% capacity, except on written agreement by the Identified User.
- e) Service Response Time measurements do not include Saturdays, Sundays or statutory holidays. Response time is calculated from the time the Contractor has been notified by the Identified User to the arrival of the contractor's maintenance personnel on site. When the Total Unscheduled Equipment Outage (as per the definition in Article 7.16.3) exceeds four (4) hours, the client may claim a Remedy (as described in Article 7.16.2).
- f) Upon commencing any maintenance services, the Contractor must work continuously in performing the maintenance until the printer being serviced is operative or until the client notifies the Contractor to suspend work.
- g) If after arrival by the Contractor's maintenance personnel on-site, it is determined that the Contractor cannot repair the defective equipment within two (2) working days and the equipment is in operational, the Contractor must provide loaner parts or equipment to permit the client to provide an equal or better level of service while the equipment being repaired, at no charge, within twenty-four (24) hours of such determination by the Contractor's



maintenance personnel. The client will keep the loaner equipment until the original defective equipment is repaired onsite.

7.30 Remedies Following Unacceptable Levels of Service

- a) All replaced parts/components must stay within CBSA for disposal all parts must be fixed in house and can't be sent to be fixed for the medium and high capacity printers.
- b) To ensure a continuing acceptable level of service for the client's workload, the Contractor agrees that Canada may exercise the following remedial actions.
- c) The failure of Canada to exercise any or all of the following remedies does not mean that the service received conforms with the applicable mandatory requirements, nor will that failure lower the level of service acceptable for any portion of the Contract.
- d) The Contractor will not be responsible for any deficiencies arising from any use of the equipment by the client that is inconsistent with practices or procedures published by the OEM or any other procedure previously published by the Contractor and accepted by the client.
- e) It is not the intention of Canada to enforce the following remedies for situations resulting from acts of God, civil insurrection, or in general, factors beyond the reasonable control of the Contractor.
- f) Application of any of the remedies detailed below in one or more instances shall not prevent Canada from terminating for default in any instance of nonconformity with the terms of the Contract.
- g) The application of any remedy shall not result in any increase in liability to Canada.
- h) Process to Claim Remedy
 - i) The client must claim the applicable of any remedy, in writing, within 30 days from the time that the failure resulting in the application of the remedy could reasonably be noted by the Identified User.
 - ii) Any such claim for a remedy must include reasonable documentation to support such claim.
 - iii) Where the application of any remedy results in a financial benefit in favour of Canada, then such financial benefit must be applied as a credit to the applicable invoice for the billing period following the billing period in which the claim was received by the Contractor.
 - iv) Where the application of any remedy results in the requirement of the Contractor to replace parts of modular equipment, then such replacement equipment must be installed within 24 hours of receipt of the claim, by the Contractor. Should it be required that the Contractor replace the print system or print systems, as within the context of the Total Satisfaction Guarantee, the replacement equipment will be installed within two weeks of a request, unless a written extension is given by the client.
 - v) Where the application of any remedy results in the requirement of the Contractor to provide additional reports or other documentation, then such reports or other written documentation must be provided within 30 days of receipt of the claim, by the Contractor.
- i) Definitions
 - i) "Remedial Equipment Failure" means any equipment malfunction that requires remedial maintenance to be provided by the Contractor in order to make the equipment operational.
 - ii) "Unscheduled Equipment Outage" means the period of time that equipment is unavailable to the client where such unavailability is caused by a Remedial Equipment Failure such period must commence when the Contractor is informed of the Remedial Equipment Failure in accordance with the Contract.
- j) Actual Remedies
- k) Excessive Equipment Failure



- i) In the event the printer supplied has 3 or more Remedial Equipment Failures in a 30 day period, then the Contractor must replace such printer with same or like equipment, if requested by the client. The replacement equipment shall be installed within two weeks of a request, unless a written extension is given by the client.
- l) Failure to Repair Equipment
 - i) In the event that any single Unscheduled Equipment Outage exceeds 48 hours then the Contractor must replace the equipment.
- m) Excessive Outage
 - i) In the event that the Total Unscheduled Equipment Outage exceeds four (4) hours during the PPM, in any given call, for either print system, the charges associated with that print system shall be reduced in accordance with the following formula:
 - ii) $(TUEO/8) \times .1 \times \text{Total FMR} + \text{Fixed Monthly Service Rate}$; where TUEO is the Total Unscheduled Equipment Outage in hours during the PPM within the applicable month. This remedy must not exceed 2 times the Total FMR for any given monthly period.
- n) Failure to Respond to Remedial Equipment Failures
 - i) In the event that the Contractor fails to provide trained technicians to undertake remedial maintenance, within the response times specified in the Contract, in more than 10% of occurrences measured over a 30 day period of the number of times such services were required in accordance with the individual Contract; then, the Contractor must provide a Remedial Action Plan to the client to identify what steps will be taken by the Contractor to remedy the situation. In the event that the client is unable to negotiate a suitable course of action with the Contractor, the Contracting Authority will determine if there is cause for Termination for Default.
- o) Spoilage of Copies
 - i) One hundred percent (100%) credit must be given for spoiled prints or copies due to machine malfunction or quality of supplies provided by the Contractor.
- p) Additional client requirements
 - i) Preventive maintenance and engineering changes must be scheduled at times consistent with the client's operational and security requirements.
 - ii) Commencing on Date of Acceptance, the printer must meet a minimum availability level of 95% of the client's operational hours, on a monthly basis, commencing on the first day of each month and ending on the last day of each month; over the duration of the contract.
 - iii) During a reported equipment malfunction repair period, the Contractor must issue a verbal progress report to the client's site authority as requested until such time as the problem is resolved and provide a written report of the issue, the total downtime, and steps taken to resolve the issue to the client's Technical Authority at the time the issue is resolved.

7.31 Preventive Maintenance

- a) On-site preventive maintenance (required to inspect, lubricate and adjust the equipment) must be performed during the Principal Period of Maintenance (PPM). This service must be performed in accordance with the OEM specifications or as otherwise agreed between the Identified User and the Contractor. The cost of this maintenance is included in the Base Firm Monthly Rate (FMR) associated with any printer/copier including any leased Additional Equipment. The Contractor must keep a log of all preventive maintenance performed for each printer/copier and ensure that it is available to the Contracting Authority and/or the Administrative Authority.

7.32 On-going Supply Chain Integrity Process

- a) **Supply Chain Integrity Process:** The Parties acknowledge that a Supply Chain Integrity Process assessment was a key component of the procurement process that resulted in the



award of this Contract. In connection with that assessment process, Canada assessed the Contractor's Supply Chain Security Information (SCSI) without identifying any security concerns. The following SCSI was submitted:

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

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

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

- i) The Contractor, starting at contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged. Changes made to the IT Product List.
- ii) The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.
- iii) Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
- iv) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSI.

c) Identification of New Security Vulnerabilities in SCSI already assessed by Canada:

- i) The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.
- ii) The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSI that have already been the subject of an SCSI assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.



d) Addressing Security Concerns:

- i) If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.
- ii) At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
 - A) provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
 - B) if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
 - C) implement the mitigation plan approved by Canada.
 - D) The Contractor must have in place a process that identifies vulnerabilities in all software and drivers that are part of all printers provided. The Contractor must report these vulnerabilities to CBSA at no additional cost. CBSA must be able to download required remediation actions via File Transfer Protocol (FTP) or the Contractor's web site. These remediation actions must be compatible with the CBSA technical environment.
 - E) The Contractor must have in place a process that identifies security patches and fixes for their software and drivers that are part of all printers provided. The Contractor must make these security patches and fixes available to CBSA at no additional cost. CBSA must be able to download these security patches and fixes via File Transfer Protocol (FTP) or the Contractor's web site. These security patches and fixes must be compatible with the CBSA technical environment.

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

e) Cost Implications:

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



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

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

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

7.33 Subcontracting

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

- a) the name of the subcontractor;



- b) the portion of the Work to be performed by the subcontractor;
 - c) the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
 - d) the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada's facilities;
 - e) completed sub-SRCL signed by the Contractor's Company Security Officer for CISD completion; and
 - f) any other information required by the Contracting Authority.
- a) For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

7.34 Change of Control

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



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



ANNEX A

STATEMENT OF WORK

1. Requirement

1.1 Requirement

This bid solicitation is being issued by SSC. The resulting contract will be used by SSC to provide shared services to Canada Border Services Agency. It is intended to result in the award of a contract for one year, plus six one-year irrevocable options allowing Canada to extend the term of the contract. This bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.

Canada Border Services Agency, has a requirement for the purchase, supply and delivery of inkjet printers for coverage of all of the following 3 categories:

- a) **20** High Capacity printers with the option to buy **100** additional High Capacity printers;
- b) **30** of Medium Capacity printers with the option to buy **500** additional Medium Capacity printers;
and
- c) **40** of Low Capacity printers with the option to buy **310** additional low capacity printers.

Hardware is to be provided under the Contract on an as-and-when-requested basis and will be ordered by Canada using a Requisition on Contract (“**ROC**”).

This Contract is for the supply, and delivery as well allowing users to access all of the required features of the equipment.

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

1.2 Optional Quantities

The Bidder grants to Canada an irrevocable option to purchase up to **100** additional High Capacity printers, **500** additional Medium Capacity printers, **310** additional low capacity printers under the same terms and conditions and at the rates quoted in Annex B. This option will be valid during the contract period and any extensions to the contract period.

2. Mandatory technical requirement

A1. General Specifications

All devices must meet following mandatory general specifications requirements:

A1.1	All printers provided must include: <ul style="list-style-type: none"> a. Two (2) black ink cartridges, one which must be a high yield cartridge; b. Two sets of any required colour ink cartridges (if a colour printer is proposed); c. A removable power cord for the printer; d. A front loading paper tray with a built-in locking mechanism or include aftermarket tray locking component(s) for the front loading paper that can be installed by CBSA; and e. Software CD/DVD's including drivers.
A1.2	The Contractor must provide at a minimum two (2) different printer models for purchase. All printers proposed must be assigned to at least one capacity category for evaluation.



	<p>Each capacity category (A2, A3, and A4) must have a printer model specified for evaluation.</p> <p>The printer model proposed as High Capacity by the Contractor must fulfill all the requirements in section A2. High Capacity Printers</p> <p>The printer model proposed as Medium Capacity by the Contractor must fulfill all the requirements in section A3. Medium Capacity Printers</p> <p>The printer model proposed as Low Capacity by the Contractor must fulfill all the requirements in section A4. Low Capacity Printers</p>
A1.3	All printers provided must be single function printers, not multi-functional printers. A single function printer is defined as print only without fax and/or scanning functions.
A1.4	All printers provided must allow the changing of black and colour Ink cartridges independently (if a colour printer is proposed).
A1.5	All printers provided must be able to set the default printing mode to "Black Ink Only"
A1.6	All printers provided must be an ink jet printer where the ink soaks into paper and must not involve thermal transfer or fusing of ink/toner to the paper.
A1.7	<p>All printers provided must have a minimum:</p> <p>Front input paper tray capacity of 250 sheets or greater of regular bond (10lb) paper. The front paper tray must be compatible with letter-size sheets (8.5" x 11" sheets) and legal-size (8.5" x 14" sheets)</p>
A1.8	All printers provided must provide a local display screen and remote (web) management interface for configuration purposes.
A1.9	All printers provided must operate in core temperatures from 15°C to 30°C.
A1.10	The high yield black ink cartridge provided with All Printers must have page yield of at a minimum 900 ISO pages (ISO/IEC 24711).
A1.11	All printers provided must have the capability to print at a resolution of 600 dpi or greater.
A1.12	All printers provided must provide at minimum a black ink text only print speed of 20 pages per minute (ppm) when operating in simplex mode.
A1.13	<p>All printers provided must at a minimum be compatible with the following paper sizes:</p> <ol style="list-style-type: none"> a. Letter (8.5" x 11"); and b. Legal (8.5" x 14").
A1.14	All printers provided must at a minimum be compatible with the paper weight and thickness of 30lb Bond paper, with a semi-gloss finish on print side.
A1.15	All printers provided must have Resident Typefaces that are compatible with all TrueType® fonts and supported Windows® and Microsoft® fonts.
A1.16	All printers provided must be able to connect via a wired Ethernet connection to the CBSA Network through a Network interface Card (NIC)
A1.17	The default settings, activities, and functionality as part of or on all Printers provided must be fully configurable by CBSA.
A1.18	All printers provided must allow the device to be assigned a unique network address (IP Address) and a unique identifier (Hostname) (e.g., P123A0001), to be entered into the printer settings by the user. This is not to be confused with the printer serial number or any other manufacturer assigned reference.
A1.19	All printers provided must be compatible with Category 5e and Category 6 network cabling.
A1.20	<p>All printers provided must be compatible with the following electrical constraints:</p> <ol style="list-style-type: none"> a. Rated Voltage 100 V- 120 V; and b. Rated Frequency: 50-60 HZ.
A1.21	All printers provided must be compatible with an Ipv4 and Ipv6 network environment



A1.22	All printers provided must integrate with: <ol style="list-style-type: none"> MS Windows 2008 Server; MS Windows 2012 Server R2; MS Windows 2016 Server; Citrix XenApp; Adobe print service software packages such as the Adobe Central Family/LiveCycle; and AEM (Adobe Experience Manager).
A1.23	All printers provided must have at least one (1) front loading lockable printer tray to secure protected paper. The locking mechanism can be built-in or an aftermarket component that can be affixed the front loading paper tray. If an aftermarket lock is the proposed solution, the following information must be provided: <ol style="list-style-type: none"> Lock brand; Model; and A description of the tray location for the lock installation and instructions on how to install the lock on all printers proposed.
A1.24	The contractor must provide at a minimum a one (1) year warranty on all printers provided to CBSA.
A1.25	The contractor must provide all print drivers required for operation of the printer and be compatible with Microsoft Windows Server 2008, Microsoft Windows Server 2012, and Microsoft Windows Server 2016 during the contract period. The new versions of drivers must be available to CBSA at no additional cost within 30 calendar days of the new Microsoft Operating system being made available by Microsoft in the commercial market.
A1.26	All printers must be currently available on the market and not be listed as discontinued or be a clearance item at the time of bid closing. During the contract period, any discontinued printer must have an equivalent replacement model proposed that meets the same requirements of the discontinued model.

A2. High Capacity Printers

The High Capacity Printers must meet following mandatory requirements:

A2.1	The High Capacity Printer must be able to use the Printer control language emulations PCL 6 .
A2.2	The High Capacity Printer provided must at a minimum have recommended sustainable monthly volume of 4000 pages using black ink.
A2.3	The High Capacity Printer must be a desktop model only and NOT a floor model.
A2.4	The High Capacity Printer must provide at minimum a black ink text only print speed of 20 pages per minute (ppm) when operating in simplex mode.
A2.5	The contractor must provide CBSA the option to purchase on-site maintenance and support for each High and Medium Capacity printers as follows: <ol style="list-style-type: none"> on-site coverage will be for a total of 2 years starting from the date of delivery; for all locations specified in Annex D - Onsite Maintenance and Support Locations; all replaced parts/components must stay within CBSA for disposal; on-site services must be provided within 1 business days of CBSA's request; and on-site services must be performed from 7 am to 5 pm, Monday to Friday.

A3. Medium Capacity Printers

The Medium Capacity Printers must meet following mandatory requirements:

A3.1	The Medium Capacity Printer must be able to use the Printer control language emulations PCL 6 .
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A3.2	The Medium Capacity Printer provided must at a minimum have a recommended sustainable monthly volume of 2500 pages using black ink.
A3.3	The Medium Capacity Printer must be a desktop model only and NOT a floor model.
A3.4	The Medium Capacity Printer must provide at minimum a black ink text only print speed of 20 pages per minute (ppm) when operating in simplex mode.
A3.5	The contractor must provide CBSA the option to purchase on-site maintenance and support for each High and Medium Capacity printers as follows: <ul style="list-style-type: none"> a. on-site coverage will be for a total of 2 years starting from the date of delivery; b. for all locations specified in Annex D - Onsite Maintenance and Support Locations; c. all replaced parts/components must stay within CBSA for disposal; d. on-site services must be provided within 1 business days of CBSA's request; and on-site services must be performed from 7 am to 5 pm, Monday to Friday.

A4. Low Capacity Printers

The Low Capacity Printers must meet following mandatory requirements:

A4.1	The Low Capacity Printer must be able to use the Printer control language emulations PCL 6 .
A4.2	To mitigate the current issue CBSA has with the low volume Ports of Entry not printing enough to keep that printer head free and clear from clogs, the Low Capacity Printer proposed must: <ul style="list-style-type: none"> a. Use inkjet cartridges with print heads inside the ink cartridge so every time an inkjet cartridge is replaced the printer will have a new print head; or b. The proposed printer's print head must be replaceable without tools and the vendor must provide new print heads for proposed printer on CBSA's request at no additional charge.
A4.3	The Low Capacity Printer provided must at a minimum have a recommended sustainable monthly volume of 1000 pages using black ink.
A4.4	The Low Capacity Printer must be a desktop model only and NOT a floor model.
A4.5	The Low Capacity Printer must provide at minimum a black ink text only print speed of 20 pages per minute (ppm) when operating in simplex mode.



ANNEX B

BASIS OF PAYMENT

B1. HIGH CAPACITY DEVICES

For the delivery, configuration and installation of the High Capacity Devices the Contractor will be paid the following firm rates:

High Capacity Devices: _____ (insert device model)

Equipment Offered List the mainframe and all added optional equipment required to meet the Specifications as detailed in Annex A.	Part Number	FIRM RATE PER UNIT	OPTIONAL PERIODS					
		INITIAL Year 1 (Per device)	Optional Year 1	Optional Year 2	Optional Year 3	Optional Year 4	Optional Year 5	Optional Year 6
Base Unit Model Name:		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$	\$	\$	\$



B2. MEDIUM CAPACITY DEVICES

For the delivery, configuration and installation of the Medium Capacity Devices the Contractor will be paid the following firm rates:

Medium Capacity Devices: _____ *(insert device model)*

Equipment Offered List the mainframe and all added optional equipment required to meet the Specifications as detailed in Annex A.	Part Number	FIRM RATE PER UNIT	OPTIONAL PERIODS					
		INITIAL Year 1 Per device)	Optional Year 1	Optional Year 2	Optional Year 3	Optional Year 4	Optional Year 5	Optional Year 6
Base Unit Model Name:		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$	\$	\$	\$



B3. LOW CAPACITY DEVICES

For the delivery, configuration and installation of the Low Capacity Devices the Contractor will be paid the following firm rates:

Low Capacity Devices: _____ *(insert device model)*

Equipment Offered List the mainframe and all added optional equipment required to meet the Specifications as detailed in Annex A.	Part Number	FIRM RATE PER UNIT	OPTIONAL PERIODS					
		INITIAL Year 1 (Per device)	Optional Year 1	Optional Year 2	Optional Year 3	Optional Year 4	Optional Year 5	Optional Year 6
Base Unit Model Name:		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$	\$	\$	\$



B4. OPTIONAL PART REPLACEMENT DELIVERABLES

Description	Part Number	FIRM RATE PER UNIT	OPTIONAL PERIODS					
		INITIAL Year 1	Optional Year 1	Optional Year 2	Optional Year 3	Optional Year 4	Optional Year 5	Optional Year 6
High Capacity Printer Power cords		\$	\$	\$	\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$	\$	\$	\$

Description	Part Number	FIRM RATE PER UNIT	OPTIONAL PERIODS					
		INITIAL Year 1	Optional Year 1	Optional Year 2	Optional Year 3	Optional Year 4	Optional Year 5	Optional Year 6
Medium Capacity Printer Power cords		\$	\$	\$	\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$	\$	\$	\$

Description	Part Number	FIRM RATE PER UNIT	OPTIONAL PERIODS					
		INITIAL Year 1	Optional Year 1	Optional Year 2	Optional Year 3	Optional Year 4	Optional Year 5	Optional Year 6
Low Capacity Printer Power cords		\$	\$	\$	\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$	\$	\$	\$



Description	Part Number	FIRM RATE PER UNIT	OPTIONAL PERIODS					
		INITIAL Year 1 (per device)	Optional Year 1	Optional Year 2	Optional Year 3	Optional Year 4	Optional Year 5	Optional Year 6
All devices – all-inclusive price for replacement locking mechanism		\$	\$	\$	\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$	\$	\$	\$

B5. OPTIONAL ONSITE MAINTENANCE AND SUPPORT

Description	Part Number	FIRM RATE PER UNIT	OPTIONAL PERIODS					
		INITIAL Year 1 (per device)	Optional Year 1	Optional Year 2	Optional Year 3	Optional Year 4	Optional Year 5	Optional Year 6
High Capacity Printer – on site support		\$	\$	\$	\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$	\$	\$	\$

Description	Part Number	FIRM RATE PER UNIT	OPTIONAL PERIODS					
		INITIAL Year 1 (per device)	Optional Year 1	Optional Year 2	Optional Year 3	Optional Year 4	Optional Year 5	Optional Year 6
Medium Capacity Printer – on site support		\$	\$	\$	\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$	\$	\$	\$

All prices must include delivery, training, custom duties and provincial electronic disposal surcharges; GST/HST extra if applicable.



ANNEX C

EVALUATION CRITERIA & METHOD OF SELECTION

C1. TECHNICAL EVALUATION

Bidders must submit a completed Form found in Annex H- Substantiation of Technical Compliance.

Bidders must demonstrate how they meet each criteria specified in Annex H.

Bidders must PASS all mandatory technical specification requirements listed in Annex A, in order to be considered further during the evaluation stage.

C2. FINANCIAL EVALUATION

Canada will use the Bidders price from Annex B, to complete the financial evaluation.

PRODUCT DESCRIPTION	QUANTITY	FIRM UNIT PRICE	TOTAL PRICE
High Capacity Devices	20	\$	\$
Medium Capacity Devices	30	\$	\$
Low Capacity Devices	40	\$	\$
High Capacity Devices ExtraPower Cord	1	\$	\$
Medium Capacity Devices ExtraPower Cord	1	\$	\$
Low Capacity Devices Extra Power Cord	1	\$	\$
Replacement locking mechanisms	2	\$	\$
High Capacity Devices – On-site Support	20	\$	\$
Medium Capacity Devices – On-site Support	30	\$	\$
Delivery per device	90	\$	\$
		SUB-TOTAL	\$
		TAX (14.975%)	\$
		TOTAL	\$

C3. BASIS OF SELECTION

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest TOTAL EVALUATED PRICE will be recommended for award of a contract.



Annex D

List of Delivery Location and Onsite Maintenance and Support Locations

Delivery Locations

All purchases will be delivered to a location(s) specified by CBSA within the National Capital Region (NCR).” From here the client will distribute the devices to specific locations.

Onsite Maintenance and Support Locations

1. Toronto Area including the Toronto Pearson International Airport;
2. Montreal Area including the Montreal Pierre Elliott Trudeau International Airport; and
3. Vancouver Area including the Vancouver International Airport.



Annex E

COMPATIBILITY TESTING

At the request of Canada, the Contractor with the best value technically compliant bid must make available the test printer for low, medium, and high machines, in the configurations specified in the RFP, for a compatibility test by Canada prior to the award of Contract to determine whether the proposed printer will meet Canada's requirements.

To complete these tests, the contractor must make the test printer available for testing in the **National Capital Region** of Canada either at the contractor's site or at an existing installation site in a different client's environment within 10 days of notification of such test by SSC.

The product for testing must:

- (a) be configured and identical to the equipment proposed in the RFP and be in accordance with the Mandatory Technical Specifications;
- (b) be loaded with all necessary drivers; and
- (c) be compatible with the specific hardware, network or software requirements identified by the Project Authority and/or the Contracting Authority at the time notice of testing is given to the Contractor.

Compliance Verification and Compatibility Testing

Failure of the proposed printer to meet the technical specifications of the RFP and any subsequent clarifications thereto may result in elimination of the printer without further consideration.

In the event that the test printer does not function in accordance with the technical requirements of the bid solicitation or is not able to function in the Royal Canadian Police's environment with Royal Canadian Police's applications, the Contractor will be required to rectify the incompatibility within 48 hours of notification. The resulting fault will be deemed a technical fault. A maximum of 2 technical faults will be allowed.

If the test printer, or its replacement, exhibits a third technical fault or if the contractor fails to meet the 48 hour deadline (on the first OR second technical fault) the test device will be deemed non-compliant.

If the testing indicates that some upgrades/changes (for example, to the drivers or firmware) are required, Canada will work with the Contractor to resolve these issues provided that they are reasonable and can be resolved within a reasonable amount of time.

If the test printer provided is new and is to be delivered to the end-user's location, and if it is agreed upon with Canada, the test printer may be considered as the unit of sale.



Annex F

BIDDER FORMS

BID SUBMISSION FORM		
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"</p>	
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the work force adjustment directive? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"</p>	
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. <i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i>	<p>On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i>:</p>	
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)	



Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]	
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]	
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
Signature of Authorized Representative of Bidder	



Annex G

OEM Certification Form

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

Name of OEM _____

Signature of authorized signatory of OEM _____

Print Name of authorized signatory of OEM _____

Print Title of authorized signatory of OEM _____

Address for authorized signatory of OEM _____

Telephone no. for authorized signatory of OEM _____

Fax no. for authorized signatory of OEM _____

Date signed _____

Solicitation Number _____

Name of Bidder _____



Annex H

SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM

EQUIPMENT REQUIREMENT

The printers must meet the following mandatory requirements:

A1. General Specifications

MANDATORY CRITERIA

A1.	General Device Specifications	Comply (Yes/No)	Substantiation Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the devices meet the mandatory criteria.	Reference Bidders please clearly indicate where supporting documentation can be found in the bid.
A1.1	All printers provided must include: <ul style="list-style-type: none"> a. Two (2) black ink cartridges, one which must be a high yield cartridge; b. Two sets of any required colour ink cartridges (if a colour printer is proposed); c. A removable power cord for the printer; d. A front loading paper tray with a built-in locking mechanism or include aftermarket tray locking component(s) for the front loading paper that can be installed by CBSA; and a. Software CD/DVD's including drivers. 	Y/N		



A1.2	<p>The Contractor must provide at a minimum two (2) different printer models for purchase.</p> <p>All printers proposed must be assigned to at least one capacity category for evaluation.</p> <p>Each capacity category (A2, A3, and A4) must have a printer model specified for evaluation.</p> <p>The printer model proposed as High Capacity by the Contractor must fulfill all the requirements in section A2. High Capacity Printers</p> <p>The printer model proposed as Medium Capacity by the Contractor must fulfill all the requirements in section A3. Medium Capacity Printers</p> <p>The printer model proposed as Low Capacity by the Contractor must fulfill all the requirements in section A4. Low Capacity Printers.</p>	Y/N		
A1.3	<p>All printers provided must be single function printers, not multi-functional printers. A single function printer is defined as print only without fax and/or scanning functions.</p>	Y/N		
A1.4	<p>All printers provided must allow the changing of black and colour Ink cartridges independently (if a colour printer is proposed).</p>	Y/N		
A1.5	<p>All printers provided must be able to set the default printing mode to "Black Ink Only"</p>	Y/N		



A1.6	All printers provided must be an ink jet printer where the ink soaks into paper and must not involve thermal transfer or fusing of ink/toner to the paper.	Y/N		
A1.7	All printers provided must have a minimum: Front input paper tray capacity of 250 sheets or greater of regular bond (10lb) paper. The front paper tray must be compatible with letter-size sheets (8.5" x 11" sheets) and legal-size (8.5" x 14" sheets)	Y/N		
A1.8	All printers provided must provide a local display screen and remote (web) management interface for configuration purposes.	Y/N		
A1.9	All printers provided must operate in core temperatures from 15°C to 30°C.	Y/N		
A1.10	The high yield black ink cartridge provided with All Printers must have page yield of at a minimum 900 ISO pages (ISO/IEC 24711).	Y/N		
A1.11	All printers provided must have the capability to print at a resolution of 600 dpi or greater.	Y/N		
A1.12	All printers provided must provide at minimum a black ink text only print speed of 20 pages per minute (ppm) when operating in simplex mode.	Y/N		
A1.13	All printers provided must at a minimum be compatible with the following paper sizes: a. Letter (8.5" x 11"); and b. Legal (8.5" x 14").	Y/N		
A1.14	All printers provided must at a minimum be compatible with the paper weight and	Y/N		



	thickness of 30lb Bond paper, with a semi-gloss finish on print side.			
A1.15	All printers provided must have Resident Typefaces that are compatible with all TrueType® fonts and supported Windows® and Microsoft® fonts.			
A1.16	All printers provided must be able to connect via a wired Ethernet connection to the CBSA Network through a Network interface Card (NIC)			
A1.17	The default settings, activities, and functionality as part of or on all Printers provided must be fully configurable by CBSA.			
A1.18	All printers provided must allow the device to be assigned a unique network address (IP Address) and a unique identifier (Hostname) (e.g., P123A0001), to be entered into the printer settings by the user. This is not to be confused with the printer serial number or any other manufacturer assigned reference.			
A1.19	All printers provided must be compatible with Category 5e and Category 6 network cabling.			
A1.20	All printers provided must be compatible with the following electrical constraints: a. Rated Voltage 100 V- 120 V; and b. Rated Frequency: 50-60 HZ.			
A1.21	All printers provided must be compatible with an Ipv4 and Ipv6 network environment			
A1.22	All printers provided must integrate with: a. MS Windows 2008 Server; b. MS Windows 2012 Server R2; c. MS Windows 2016 Server;			



	<ul style="list-style-type: none">d. Citrix XenApp;e. Adobe print service software packages such as the Adobe Central Family/LiveCycle; andf. AEM (Adobe Experience Manager).			
A1.23	<p>All printers provided must have at least one (1) front loading lockable printer tray to secure protected paper. The locking mechanism can be built-in or an aftermarket component that can be affixed the front loading paper tray.</p> <p>If an aftermarket lock is the proposed solution, the following information must be provided:</p> <ul style="list-style-type: none">a. lock brand;b. Model; andc. a description of the tray location for the lock installation and instructions on how to install the lock on all printers proposed.			
A1.24	<p>The contractor must provide at a minimum a one (1) year warranty on all printers provided to CBSA.</p>			
A1.25	<p>The contractor must provide all print drivers required for operation of the printer and be compatible with Microsoft Windows Server 2008, Microsoft Windows Server 2012, and Microsoft Windows Server 2016 during the contract period. The new versions of drivers must be available to CBSA at no additional cost within 30 calendar days of the new Microsoft Operating system being made available by Microsoft in the commercial market.</p>			



A1.26	All printers must be currently available on the market and not be listed as discontinued or be a clearance item at the time of bid closing. During the contract period, any discontinued printer must have an equivalent replacement model proposed that meets the same requirements of the discontinued model.			
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A2. High Capacity Printers: _____ *(insert model name)*

A2.	High Capacity Printer Specifications	Comply (Yes/No)	Substantiation Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the devices meet the mandatory criteria.	Reference Bidders please clearly indicate where supporting documentation can be found in the bid.
A2.1	The High Capacity Printer must be able to use the Printer control language emulations PCL 6 .	Y/N		
A2.2	The High Capacity Printer provided must at a minimum have recommended sustainable monthly volume of 4000 pages using black ink.	Y/N		
A2.3	The High Capacity Printer must be a desktop model only and NOT a floor model.	Y/N		
A2.4	The High Capacity Printer must provide at minimum a black ink text only print speed of 20 pages per minute (ppm) when operating in simplex mode.	Y/N		
A2.5	The contractor must provide CBSA the option to purchase on-site maintenance and support for each High and Medium Capacity printers as follows: a. on-site coverage will be for a total of 2 years starting from the date of delivery;	Y/N		



	<ul style="list-style-type: none"> b. for all locations specified in Annex D - Onsite Maintenance and Support Locations; c. all replaced parts/components must stay within CBSA for disposal; d. on-site services must be provided within 1 business days of CBSA's request; and e. on-site services must be performed from 7 am to 5 pm, Monday to Friday. 			
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Medium Capacity Devices: _____ (insert model name)

A3.	Medium Capacity Printer Specifications	Comply (Yes/No)	Substantiation	Reference
			Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the following mandatory criteria will be met.	Bidders please clearly indicate where supporting documentation can be found in the bid.
A3.1	The Medium Capacity Printer must be able to use the Printer control language emulations PCL 6 .	Y/N		
A3.2	The Medium Capacity Printer provided must at a minimum have a recommended sustainable monthly volume of 2500 pages using black ink.	Y/N		
A3.3	The Medium Capacity Printer must be a desktop model only and NOT a floor model.	Y/N		
A3.4	The Medium Capacity Printer must provide at minimum a black ink text only print speed of 20 pages per minute (ppm) when operating in simplex mode.	Y/N		
A3.5	The contractor must provide CBSA the option to purchase on-site maintenance and support for each High and Medium Capacity printers as follows:	Y/N		



	<ul style="list-style-type: none"> a. on-site coverage will be for a total of 2 years starting from the date of delivery; b. for all locations specified in Annex D - Onsite Maintenance and Support Locations; c. all replaced parts/components must stay within CBSA for disposal; d. on-site services must be provided within 1 business days of CBSA's request; and e. on-site services must be performed from 7 am to 5 pm, Monday to Friday. 			
--	---	--	--	--

Low Capacity Devices: _____ (insert model name)

A4.	Low Capacity Printer Specifications	Comply (Yes/No)	Substantiation	Reference
A4.1	The Low Capacity Printer must be able to use the Printer control language emulations PCL 6 .	Y/N	Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the following mandatory criteria will be met.	Bidders please clearly indicate where supporting documentation can be found in the bid.
A4.2	To mitigate the current issue CBSA has with the low volume Ports of Entry not printing enough to keep that printer head free and clear from clogs, the Low Capacity Printer proposed must: <ul style="list-style-type: none"> a. Use inkjet cartridges with print heads inside the ink cartridge so every time an inkjet cartridge is replaced the printer will have a new print head; or b. The proposed printer's print head must be replace able without tools and the vendor must provide new print heads for proposed printer on CBSA's request at no additional charge. 	Y/N		



A4.3	The Low Capacity Printer provided must at a minimum have a recommended sustainable monthly volume of 1000 pages using black ink.	Y/N		
A4.4	The Low Capacity Printer must be a desktop model only and NOT a floor model.	Y/N		
A4.5	The Low Capacity Printer must provide at minimum a black ink text only print speed of 20 pages per minute (ppm) when operating in simplex mode.	Y/N		



Annex I

SUPPLY CHAIN INTEGRITY PROCESS (SCI) PROCESS

1. SCI REQUIREMENT

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

Definitions

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

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

Mandatory Ongoing Qualification Submission Requirements

A supply chain scope diagram is attached below under Section 3 to provide a visual representation of the Supply Chain Integrity (SCI) process and assessment requirements described in further detail below.

Bidders must submit, by the closing date and time of this RFQ the following Supply Chain Security Information (SCSI):

- a) **IT Product List:** Bidders must identify the Products over which Canada’s Data would be transmitted and/or on which Canada’s Data would be stored, that would be used and/or installed by the Bidders or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product;
 - (i) **Location:** identify the where each Product is interconnected with any given network for Canada’s Data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations centre, security operations centre, internet or other public network peering points, etc.);
 - (ii) **Product Type:** identify the generally recognized description used by industry such as hardware, software, etc.; components of an assembled Product, such as module or card assembly, must be provided for all layer 3 internetworking devices;
 - (iii) **IT Component:** identify the generally recognized description used by industry such as firewall router, switch, server, security appliance, etc.;
 - (iv) **Product Model Name or Number:** identify the advertised name or number of the Product assigned to it by the Product Manufacturer;



- (v) **Description and Purpose of the Product:** identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described in the resulting contract;
- (vi) **Source:** identify the Product Manufacturer, Software Publisher and/or Original Equipment Manufacturer of embedded components;
- (vii) **Name of Subcontractor:** in the “SCSI Submission Form” provided with this solicitation, “Name of Subcontractor” refers to the subcontractor that will provide, install or maintain the Product, if the Bidder would not do so itself.

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

b) **List of Subcontractors:** The Bidder must provide a list of any subcontractors that could be used to perform any part of the Work (including subcontractors affiliated or otherwise related to the Bidder) pursuant to any resulting contract. The list must include at a minimum:

- (i) the name of the subcontractor;
- (ii) the address of the subcontractor’s headquarters;
- (iii) the portion of the Work that would be performed by the subcontractor; and
- (iv) the location(s) where the subcontractor would perform the Work.

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

2. Assessment of Supply Chain Security Information:

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

In conducting its assessment:

- a) Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid submission being disqualified.
- b) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid submission or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.

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



- a) Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's Supply Chain Security Information.
- b) The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 2 calendar days following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Contracting Authority).
- c) If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the previously Bidder will be disqualified and unable to participate in the subsequent procurement phase(s).

By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:

- a) qualification pursuant to the SCI assessment does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of any subsequent solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent solicitation;
- b) qualification pursuant to the SCI assessment does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
- c) arising security threats may affect some aspect(s) of a Bidder's Supply Chain Security Information which has become the subject of security concerns. At that point, Canada will notify the Bidder and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above; and
- d) during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.

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

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

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

- a) The Bidder agrees to keep confidential any information it receives from Canada regarding Canada's assessment of the Bidder's Supply Chain Security Information (the "**Sensitive**



Information") including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada's concerns.

- b) Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise, and regardless of whether or not that information is labeled as classified, confidential, proprietary or sensitive.
- c) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a need to know the information as well as a security clearance commensurate with the level of Sensitive Information being accessed, without first receiving the written consent of the Contracting Authority.
- d) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by this Sub-article, accesses the Sensitive Information at any time.
- e) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.
- f) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder's security clearance and review of the Bidder's status as an eligible bidder for other requirements.
- g) This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel 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).



Annex J

Security Requirements Check List



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat: Req# 1000342407
Security Classification / Classification de sécurité: Non-Classified

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

Form with multiple sections: 1. Originating Government Department or Organization (Canada Border Services Agency), 2. Branch or Directorate (ISTB), 3. Subcontract information, 4. Brief Description of Work (Procure Inkjet Printers), 5-7. Security questions regarding access to controlled goods, technical data, and information levels.

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité: Non-Classified





Contract Number / Numéro du contrat Req# 1000342407
Security Classification / Classification de sécurité Non-Classified

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

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



Contract Number / Numéro du contrat
Req# 1000342407
Security Classification / Classification de sécurité Non-Classified

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



Contract Number / Numéro du contrat Req# 1000342407
Security Classification / Classification de sécurité Non-Classified

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Greg Cameron		Title - Titre Director	
Telephone No. - N° de téléphone 343-291-6697		Facsimile No. - N° de télécopieur	
E-mail address - Adresse courriel greg.cameron@cbsa-asfc.gc.ca		Date May 30/18	
Signature 			
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Scott Campbell		Title - Titre Security advisor	
Telephone No. - N° de téléphone 343-542-2099		Facsimile No. - N° de télécopieur	
E-mail address - Adresse courriel Scott.Campbell@CBSA-ASE		Date 31/05/18	
Signature 			
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Telephone No. - N° de téléphone		Facsimile No. - N° de télécopieur	
E-mail address - Adresse courriel		Date	
Signature			
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	
Telephone No. - N° de téléphone		Facsimile No. - N° de télécopieur	
E-mail address - Adresse courriel		Date	
Signature			



**Form 1
Requisition of Contract (ROC) Form**

REQUISITION ON A CONTRACT (ROC)			
ALL INVOICES, SHIPPING BILLS, AND PACKING SLIPS MUST SHOW THE FOLLOWING AGREEMENT REFERENCE NUMBERS:			CONTRACT NUMBER:
CBSA Branch	FINANCIAL ENCUMBRANCE NUMBER	REQUISITION NUMBER	ROC NO:
TO: Contractor: Address:		TO THE CONTRACTOR: You are requested to supply the following services and or goods, in accordance with the terms of the above referenced contract. The ROC shall be used only to order the following services or goods: In accordance with the Contract. Only services / goods identified in the contract shall be supplied against this Requisition on a Contract. Each request will be invoiced separately. Each Invoice shall be prepared in accordance with the instructions set out in the Contract.	
DELIVER TO:			
DELIVERY DATE:			
PERIOD OF REQUISITION ON CONTRACT:		From: To:	

BASIS OF PAYMENT:

Description	Qty.	Unit Price	Extended Price
Subtotal:			
Estimated Taxes (HST/GST/QST)			
Total price Approved for this ROC:			



The Contractor shall not charge Canada for any costs exceeding this total price unless Canada has issued a ROC amendment authorizing the increased expenditure.

APPROVED BY		
Technical Authority	Representative of Contractor	RCMP Procurement or SSC Contracting Authority (as applicable)
NAME:	NAME:	NAME:
SIGNATURE	SIGNATURE	SIGNATURE
DATE:	DATE:	DATE: