

SHARED SERVICES CANADA

Request for Standing Offer for Ruggedized Devices

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SHARED SERVICES CANADA

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SHARED SERVICES CANADA

Request for Standing Offer for Ruggedized Devices

1. General Information

1.1 Overview

- a) **SSC Requirement and Potential Client Users:** This solicitation is being issued by Shared Services Canada (SSC). SSC is a federal government department that acts as a shared services organization. Any resulting instrument(s) will be used by SSC to provide shared services to Department of National Defence as the primary client as well as more of its Clients. SSC's "**Clients**" include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the life of any resulting instrument(s), and those other organizations for whom SSC's services are optional at any point during the life of any resulting instrument(s) and that choose to use those services from time to time. In addition to the Government of Canada, SSC may also serve a government of a province or municipality in Canada, a Canadian aid agency, a public health organization, an intergovernmental organization or a foreign government.
- b) **Non-Exclusive Engagement:** This procurement process does not preclude SSC from using another method of supply for any of its Clients with the same or similar needs, unless any resulting instrument expressly indicates otherwise. Also, no government of a province or municipality in Canada, Canadian aid agency, public health organization, intergovernmental organization or foreign government is ever required to use any resulting instruments.
- c) **Nature of Requirement:** SSC has a requirement for the supply and delivery of ruggedized systems in support of Canadian Army command and control operations. These systems are used for battle planning and battle management in combat vehicles, deployable head-quarters, and training environments. The primary client is the Department of National Defence (DND), however, the resulting Standing Offer may also be used by SSC to provide shared services to its clients, that include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Standing Offer Period, and those other organizations for whom SSC's services are optional at any point during the Standing Offer Period and that choose to use those services from time to time.
- d) **Resulting standing offer(s):** SSC is currently contemplating a standing offer period of 4 years, plus 2 option periods of one year each.

1.2 National Security Exception

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

1.3 Aboriginal Set-Aside

This procurement process is set aside for Aboriginal business under the federal government's Set-Aside Program for Aboriginal Business (pursuant to the set-aside provisions for small and minority businesses in the international trade agreements, as well as Article 800 of the *Canadian Free*

Trade Agreement, as applicable). Only Aboriginal businesses will be eligible to submit offers in response to this solicitation. See Annex 9.4, Supply Manual (<https://buyandsell.gc.ca/policy-andguidelines/supply-manual/annex/9/4>).

1.4 Security Requirements

There is no security requirement applicable to this Standing Offer.

1.5 Systems Groups

This RFSO includes the following Group and Categories of equipment Groups:

- a) 1.0 - 12.0 Inch Notebook – Windows 10 Pro
- b) 2.0 - 10 Inch 2-in-1 – Windows 10 Pro
- c) 3.0 - 10 Inch Slate Tablet – Windows 10 Pro
- d) 4.0 - 10 Inch Slate Tablet – Android version 8
- e) 5.0 - 5.7 Inch Wearable Tactical Slate Tablet – Android version 5.1
- f) 6.0 - 5 Inch Wearable Tactical slate Tablet - Android version 8

Within the Group, each Category is then divided in 4 Sections:

- a) Default System
- b) System Upgrade
- c) System Components
- d) Unevaluated Components

All potential suppliers capable of meeting the requirements of this RFSO are invited to make offers to any category. Suppliers are not required to be the Manufacturer of any Products to submit an offer, although the Manufacturer must certify non-manufacturer suppliers. The Annex entitled “Technical Specifications” describes the detailed technical specifications for all Categories.

All offers must consist of a technical offer and a financial offer. The detailed requirements for these offers are contained in Annexes entitled “Technical Specifications” and “Financial Offer” and include mandatory requirements.

The Basis for Recommending an Offer for Award is described in detail in section 4. Only offers that satisfy all the mandatory requirements and pass the financial evaluation will be considered.

For each Category, Canada anticipates qualifying 1 system that meets the requirements of this RFSO. For each System proposed, all items listed in the Annex entitled “List of Products” (for the Category of System offered) must be offered in order for the offer to be considered for that Category.

During the Standing Offer Period for a given Category, as technology evolves, Offerors will have the opportunity to propose substitute Products that offer equal or better value to Canada. Periodically, all Offerors will also have the opportunity to refresh their prices.

After any resulting Standing Offers have been issued, all Offerors will be notified in writing regarding the outcome of this solicitation.

2. Instructions for Offerors

2.1 Standard Instructions, Clauses and Conditions

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

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

2.2 Questions and Comments

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

- a) **Question Period 1:** questions should be submitted by May 10, 2019 at 2:00 pm and Canada will respond to these questions by May 21, 2019 (estimated).
- b) **Question Period 2:** questions should be submitted by May 30, 2019 at 2:00 pm and Canada will respond to these questions by June 11, 2019 at 2:00pm.

If Canada does not respond by the date(s) and time(s) indicated above, Canada will extend Solicitation Closing by the same number of days as the delay(s).

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.3 Submission of Only One Offer

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

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

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

3. Preparing and Submitting an offer in Response to this Solicitation

3.1 General Instructions

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

3.2 Electronic Submission of Bids by Email

a) **Email Submission of Bid:** Although bidders are permitted to submit a back-up pursuant to paragraph (j), all bidders must attempt to submit their bids by email in accordance with this Article by Solicitation Closing to the email address identified on the cover page of this document as the "Email Address for Bid Submission".

b) **Format of Email Attachments:** Bidders may submit bid documents in any of the following approved formats:

- i) PDF attachments;
- ii) documents that can be opened with either Microsoft Word or Microsoft Excel; and
- iii) WinZip is recommended to compress files.

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

c) **Email Size:** Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed 10 MB. Except as expressly provided below, only emails that are received at the Email Address for Bid Submission by Solicitation Closing will be considered part of the bid.

d) **Email Title:** Bidders are requested to include the Solicitation No. identified on the cover page of this document in the "subject" line of each email forming part of the bid.

e) **Time of Receipt:** All emails received at the Email Address for Bid Submission showing a "received" time before Solicitation Closing will be considered timely. In the case of a dispute regarding the time at which an email arrived at SSC, the time at which the bid is received by SSC will be determined:

- i) by the delivery time stamp received by the bidder if the bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
- ii) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the bidder has not turned on Delivery Status Notification for the sent email.

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

- g) **Email Acknowledgement of Receipt by SSC:** On the day of Solicitation Closing, an SSC representative will send an email acknowledging receipt of each bid (and each email forming part of that bid, if multiple emails are received) that was received by Solicitation Closing at SSC's Email Address for Bid Submission.
- h) **Delayed Email Bids:** SSC will accept an email bid received in the first 24 hours after Solicitation Closing only if the bidder can demonstrate that any delay in delivering the email to the SSC Email Address for Bid Submission is due to Canada's systems. Bids received by email more than 24 hours after Solicitation Closing will not be accepted under any circumstances. As a result, bidders who have tried to submit a bid, but have not received an email acknowledging receipt from SSC shortly thereafter should contact the Contracting Authority so that they can determine whether or not the bid arrived at the SSC Email Address for Bid Submission on time.
- i) **Responsibility for Technical Problems:** By submitting a bid, the bidder is confirming it agrees that Canada is not responsible for:
 - i) any technical problems experienced by the bidder in submitting its bid, including emails that fail to arrive because they exceed the maximum email size of 15 MB or that are rejected or quarantined because they contain malware or other code that is screened out by SSC for security reasons; or
 - ii) any technical problems that prevent SSC from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated without that portion of the bid. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.
- j) **Hand-Delivered Bids:** All bidders must attempt to submit their bids electronically. However, SSC will accept a hand-delivered bid (as a back-up in addition to the email bid), in which case the following applies:
 - i) The hand-delivered bid must be on a non-encrypted USB.
 - ii) The hand-delivered bid must be delivered by a representative of the bidder in person or by a courier. SSC will not accept any bid delivered by regular mail.
 - iii) The hand-delivered bid must be received by an SSC representative before Solicitation Closing at the address shown on the cover page of this document (or an alternate location arranged with the Contracting Authority in writing).
 - iv) SSC will only accept a hand-delivered copy of the bid if the bidder has coordinated delivery of that bid with the Contracting Authority. As indicated above, an SSC representative will be available at the Contracting Authority's telephone number during the 4 hours before Solicitation Closing, including for the purpose of coordinating the receipt of hand-delivered bids (the Contracting Authority may also agree, at SSC's discretion, to be available at another time before Solicitation Closing to receive the bid).
 - v) The only circumstances in which SSC will accept a hand-delivered bid after Solicitation Closing is if the bidder can show that the SSC representative was unavailable to receive the hand-delivered bid at the coordinated time, or that no SSC representative was available at the Contracting Authority's telephone number (and no SSC representative responded to voicemail messages left at that telephone number) during the 4 hours leading up to Solicitation Closing.

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

3.3 Technical offer

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

ELEMENTS OF THE TECHNICAL AN OFFER THAT ARE REQUESTED AT SOLICITATION CLOSING:

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

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

Equipment and Software is “Off-the-Shelf”	Yes
System is “Off-the-Shelf”	Yes

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

Federal Contractors Program for Employment Equity Certification	Required – please provide the information in the Offeror Submission Form
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OEM Certification Form (Form 4)	Required – please provide the information using the OEM Certification Form provided in the attachments
Software Publisher Certification Form (Form 5)	Required – please provide the information using the OEM Certification Form provided in the attachments
Software Publisher Authorization Form (Form 6)	Required – please provide the information using the OEM Certification Form provided in the attachments
Aboriginal Business Certification (Form 3)	Because this solicitation has been set aside for Aboriginal businesses, each an offer is required to provide the Aboriginal Business Certification.

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

- a) **Complete List of Products (Annex B without pricing information):** The technical offer must include a complete list of all Products offered to meet the mandatory requirements of this RFSO, including, but not limited to, model name, part number, quantities and version(s) of the Products offered.
- b) **Substantiation of Technical Compliance Form (Form 7):** The technical offer must substantiate the compliance of the Offeror and its proposed products with the specific articles, including all sub-articles, of Annex A – Statement of Work identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. While providing the information is mandatory, use of this form is not. The Substantiation of Technical Compliance Form is not required to address any parts of this solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the offer does or will meet the requirements and carry out the required Work. Simply stating that the offer or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the offer will be declared non-compliant and disqualified. The substantiation may refer to additional documentation submitted with the offer – this information can be referenced in the “Reference” column of the Substantiation of Technical Compliance Form, where Offerors are requested to indicate where in the offer 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 Offeror direct Canada to the appropriate location in the documentation.
- c) **List of User Documentation and Technical Manuals:** Each System must include an operator/user manual(s). These manuals must be comprehensive guides that contain instructions for setting up, installing and configuring all components of the default system. Links to OEM hosted website offering access to manuals must be included.
- d) **Proof of ISO Registration:** The offer must include proof that, in respect of the System as part of the MWS System being offered, the Manufacturer(s), whether this is the offeror or a third party, is registered under ISO 9001: 2015 by an accredited registrar under the ISO 9001: 2015 Program for the manufacturing facility where the specific system being offered is manufactured. The Offeror must identify the facility location by providing the complete address where the proposed System is manufactured/assembled. The scope of the registration is also required to be specified. ISO registration of a facility after the closing date for this RFSO does NOT satisfy this requirement.

3.4 Financial Offer

- a) **Pricing:** Offerors must submit their financial offer in accordance with the pricing table provided in the Annex B entitled “List of Products”. The completed List of Products must include a price for every item in the table. An Offeror only needs to submit information for the Categories for which it is providing an Offer.
- i) Pricing for System Upgrades: When filling out Annex B (List of Products) for the System Upgrades, Offerors must provide an upgrade price. That is, if a 256 GB SSD (priced at \$100) may be upgraded to 512 GB (priced at \$250) then the upgrade price would be \$150 (i.e. \$250-\$100).
 - ii) Consistent Pricing across Categories: An Offeror who is offering the same Product in multiple Categories is required to have a consistent price across all of those Categories (i.e., the same System or Product) cannot be priced differently in two separate Categories). If the Offeror offers different prices for the same Product in different Categories, the Standing Offer Authority will contact the Offeror to confirm that the lowest of these prices applies to all Categories. If the Offeror does not confirm this, the Offeror will be required to withdraw the Product from all Categories for which it is not prepared to honour the lowest price offered for that Product in any of its Offers.
- b) **Provincial Disposal Fees:** All unit prices are exclusive of any disposal surcharge. Any provincial disposal surcharge is extra to the price and will be paid by Canada.
- c) **Volume Discounts:** Orders exceeding predetermined dollar values are subject to a volume discount for Elevated Call-ups as described in the Section entitled “Limitation of Call-ups”. Offerors should bear in mind these volume discounts when offering their unit prices.
- d) **Exchange Rate Fluctuation:**
- i) While all payments under any resulting standing offer will be made in Canadian dollars, an offeror may request that the resulting standing offer reflect exchange rate fluctuation adjustments for some or all line items of pricing.
 - ii) On the day of an offer closing, Canada will determine the exchange rate as between the Canadian dollar and the single currency identified by the offeror in its request for exchange rate adjustment. The offer must indicate the specific line items to which the adjustment would apply; provided, however, that Canada will not make any exchange rate adjustment professional services rates where the professional services resource resides in Canada.
 - iii) Semi-annually, provided there is a change of more than 2 percentage points in the exchange rate as between the Canadian dollar and that currency effective on the day of an offer closing, Canada may adjust the pricing by increasing or decreasing the amount.

3.5 Supply Chain Security Information (SCSI) Submission

The offer must include all the Supply Chain Security Information required by Annex C, taking into consideration the information provided in Form 8.

4. Evaluation Process

4.1 General Evaluation Procedures

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

4.2 Aboriginal Business

The evaluation team will determine which offerors include a valid Aboriginal Business Certification and will evaluate only those offers.

4.3 Technical Evaluation

- a) Compliance to Technical Specifications: The offer will be evaluated by using the information provided from the Offeror's completed Substantiation of Technical Compliance Form to confirm compliance to the articles, and all sub-articles, of Annex A – Statement of Work identified therein.
- b) Client Acceptance Testing: To supplement the written Technical Offer, proposed Systems will be subject to client acceptance testing, as described in herein. Canada requires 2 functional samples of each device from the lowest compliant Offeror and, despite the written offer, if Canada determines as a result of testing the Systems that the Offeror's proposed System does not meet the mandatory requirements of this solicitation, the offer will be declared non-responsive.
 - i) All categories - software baseline testing which will involve compatibility and interoperability with existing COTS and departmental applications and network infrastructure.
 - ii) Categories 1.0R, 2.0R, and 3.0R – the device installed in the vehicle mount (as specified in Annex A) will be tested together for MIL-STD 810G (with Change Notice 1), Method 516.7 Shock - Crash Hazard, Procedure V non-operational, employing the SRS (Shock Response Spectrum) method. Only if the device remains securely docked in the vehicle mount and all of the device/cradle assembly remains in their original positions, once the testing is completed, will the test be considered successful. The survival of the device will not be considered as pass/fail criteria. As this testing is expected to be destructive the test units will not be returned to the bidder. The testing will be conducted by the Quality Engineering Test Establishment (QETE) who are an accredited MIL-STD testing facility.

The offeror is responsible for all costs associated with the client's acceptance testing, including delivery, installation, and removal of the equipment and testing fees.

- c) Claims in an offer that a future upgrade or release of any of product included in the offer will meet the mandatory requirements of the solicitation, where the upgrade or release is not available at closing, will not be considered.

4.4 Financial Evaluation

- a) In addition to any other time periods prescribed in this solicitation:
 - i) Requests for Clarifications: If Canada seeks clarification or verification from the offeror regarding its offer, the offeror will have 2 working days (or a longer period if specified

in writing by the Standing Offer Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the proposal being declared non-responsive.

- ii) Extension of Time: If additional time is required by the offeror, the Contracting Authority may grant an extension in his or her sole discretion.
- b) The price of the offer of Annex B – “List of Products” will be evaluated in Canadian dollars, Applicable Taxes excluded.
- c) The financial evaluation, for each offer, will be conducted by calculating the Total Evaluated Price (TEP) using the Pricing Tables (Annex B) completed by the offerors.
- d) Evaluation of Financial Offer:

Price Score: For each System, the Total Evaluated Price (TEP) will be determined for evaluation purposes in accordance with the following formula:

$$\text{TEP} = \text{Default System} \times 85\% + \text{Upgrades} \times 5\% + \text{Components} \times 10\%$$

4.5 SCSI Assessment Process

Canada will assess the Supply Chain Security Information submitted by an offeror in accordance with Annex C. Canada must approve the SCSI in order for the offer to be declared compliant.

4.6 Evaluation of Other Eligibility Requirements

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

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

4.7 Basis for Recommending an offer for Award

- a) To be declared responsive, an offer must:
 - i) comply with all the mandatory requirements of the RFSO; and
 - ii) meet all mandatory technical evaluation criteria including benchmark testing described herein.
- b) The responsive offer with the lowest total evaluated price per category will be recommended for issuance of a Standing Offer.

5. STANDING OFFER AND RESULTING CONTRACT CLAUSES

5.1 Offer

- a) The offeror named on page 1 of this National Master Standing Offer (NMSO) offers to supply, deliver, configure, provide documentation, provide training, provide warranty service and technical support for the systems (including upgrades) and system components, all according to the prices, terms and conditions of this Standing Offer, as and when Shared Services Canada (SSC) orders Products in accordance with this Standing Offer.
- b) The Offeror offers to deliver all Products in the Annex B - List of Products in accordance with Annex A – Statement of Work.
- c) Unless otherwise expressly provided for in this Standing Offer, the offeror agrees to supply only goods/services authorized for supply under this Standing Offer on the date the Call-up is issued, without variation or substitution.
- d) "**Call-up**", which is defined in 2005 General Conditions, includes any contract issued as a result of an Elevated Call-up process. All Call-ups are subject to the terms and conditions set out in the Resulting Contract Clauses.
- e) "**System**" means a system described in this Standing Offer that meets the minimum Detailed Specifications set out in the Annex A entitled "Technical Specifications". It is fully operational and in ready-to-use state, containing all major components and all requisite ancillary items.
- f) "**Product**" means any System and Component, including documentation.
- g) "**Component**" means equipment or product that is part of a System described in the Annex B entitled "List of Products", Component Section. Each Component with a separate price may be ordered by itself unless otherwise specified.
- h) "**Original Equipment Manufacturer (OEM)**" means the entity that manufactures a system (as determined by the brand name appearing on a system and in all certifications, supporting manuals and documentation, which must be the same), not necessarily the offeror.

5.2 Security Requirements

There is no security requirement applicable to this Standing Offer.

5.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

a) General Conditions

- i) [2005 \(2017-06-21\), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.](#)

Section 3 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".

General Conditions – Standing Offers - Goods or Services is amended as follows: All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC.

5.4 Standing Offers Reporting

- a) The offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases.
- b) The offeror must provide this data in accordance with the reporting requirements detailed in Annex entitled "Standing Offer Usage Report". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the offeror must still provide a "nil" report.
- c) The data must be submitted on a quarterly basis to the Standing Offer Authority. Quarterly periods are defined as follows:
 - i) 1st quarter: April 1 to June 30;
 - ii) 2nd quarter: July 1 to September 30;
 - iii) 3rd quarter: October 1 to December 31; and
 - iv) 4th quarter: January 1 to March 31.
- d) The data must be submitted to the Standing Offer Authority no later than 5 calendar days after the end of the reporting period.

5.5 Standing Offer Period

- a) The "**Standing Offer Period**" is the entire period of time during which the Offeror is obliged to perform the Work, which includes:
 - i) The "**Initial Standing Offer Period**", which begins on the date the Contract is awarded and ends 4 year(s) later; and
 - ii) The period during which the Offer is extended, if Canada chooses to exercise any options set out in the Standing Offer.
- b) Canada may place Call-ups under any given Category under this Standing Offer throughout the Standing Offer Period.

5.6 Option to Extend the Standing Offer

- a) The Offeror grants to SSC the irrevocable option to extend the term of the Standing Offer by up to 2 additional 1-year period(s) under the same terms and conditions. The Offeror agrees that, during the extended period of the Standing Offer, rates or prices calculated remain in accordance with the formula specified in the Standing Offer.
- b) SSC may exercise this option at any time by sending a written notice to the Offeror at least 30 calendar days before the expiry date of the Standing Offer. The option may only be exercised by the Standing Offer Authority, and will be evidenced, for administrative purposes only, through a standing offer amendment.

5.7 Standing Offer Authority

The Standing Offer Authority is:

Jacquelin Nelson
Senior Procurement Officer
Shared Services Canada
180 Kent St,
Ottawa, ON K1G 4A8
Telephone: (613) 462-8594
E-mail address: jacquelin.nelson@canada.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer.

5.8 Project Authority

The Project Authority for the Standing Offer is:

TO BE INSERTED UPON ISSUANCE OF THE STANDING OFFER

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.9 Offeror's Representative

TO BE INSERTED UPON ISSUANCE OF THE STANDING OFFER

5.10 Call-up Procedures

- a) **Only Authorized Call-ups to be Accepted:** The Offeror agrees only to accept individual Call-ups pursuant to this Standing Offer that do not exceed the applicable Call-up Limitations.
- b) **Contracting Authority:** SSC is the Contracting Authority for all Call-ups.
- c) **Call-ups made directly by the Standing Offer Authority:** The Standing Offer Authority may issue a Call-up directly to the Offeror up to the applicable Call-up Limitations.

5.11 Call-up Instrument

- a) Authorized Call-ups against this Standing Offer will be made by the Standing Offer Authority using its own template. Authorized Call-ups may also be made under this Standing Offer through the Elevated Call-up process described in this Standing Offer, in which case the Standing Offer Authority will issue a Call-up using its own template.
- b) Each Call-up results in a separate contract between Canada and the offeror.
- c) Each Call-up must specify the Standing Offer number, the item number, the Product name, model, and part number.

- d) The offeror acknowledges that no costs incurred before the receipt of a signed Call-Up can be charged to this Standing Offer or any Call-ups made against it.
- e) The offeror acknowledges and agrees that the terms and conditions set out in the Resulting Contract Clauses that form part of this Standing Offer apply to every Call-up made under this Standing Offer.

5.12 Limitation of Call-ups

- a) All limitations are inclusive of GST, HST and any applicable provincial disposal surcharges.
- b) Call-ups that include systems and components, have a Call-up limitation of \$5,000,000.00.
- c) **Non-Standing Offer Items:** The SSC Standing Offer Authority may add up to \$25,000.00 of Non-Standing Offer items to any Call-up. These items must be provided at a price in accordance with the offeror's current published price list less any applicable government discounts.

5.13 Volume Discounts

- a) Provided the Offeror agrees to the volume discounts below at the time of order, the SSC Standing Offer Authority may issue Call-ups, up to the described Call-up limitations.
- b) When a volume discount applies to a Call-up, the discount is applied to the current NMSO prices.
- c) The applicable GST, QST, HST and any applicable Environmental Handling Fees (EHF) must be added after the discount has been applied.
- d) The SSC Standing Offer Authority will require, before issuing any such Call-up, a written confirmation from the Offeror agreeing to honor the discount. If an Authorized Agent will be involved in the performance of the Work, an Authorized Agent Certification will be required. Sample certifications are included as an appendix to this annex.
- e) Systems and Components
 - i) A Call-up valued up to \$100,000.00 at current NMSO prices will not be subject to any volume discount.
 - ii) A Call-up valued between \$100,000.01 and \$400,000.00 at current NMSO prices is subject to a volume discount of at least 5%.
 - iii) A Call-up valued between \$400,000.01 and \$1,000,000.00 at current NMSO prices is subject to a volume discount of at least 10%.
 - iv) A Call-up valued over \$1,000,000.00 at current NMSO prices is subject to a volume discount of at least 15%. The total value of the Call-up cannot exceed \$5,000,000.00.

5.14 Financial Limitation

- a) The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ **TO BE INSERTED UPON ISSUANCE OF THE STANDING OFFER** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

- b) The offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the offeror considers that the said sum may be exceeded, the offeror must promptly notify the Standing Offer Authority.

5.15 Priority of Documents

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

- a) the articles of the Standing Offer;
- b) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- c) the supplemental general conditions 4001 (2015/04/01), Hardware Purchase, Lease and Maintenance;
- d) the general conditions 2030 (2018-06-21), General Conditions - Higher Complexity – Goods;
- e) Annex A, Technical Specifications;
- f) Annex B1 and B2, List of Products;
- g) Annex D, Request for Product Substitution / Price Revision Form;
- h) Annex C, Supply Chain Integrity;
- i) Annex E, Standing Offer Activity Report ;
- j) Offeror's offer dated ***TO BE INSERTED UPON ISSUANCE OF THE STANDING OFFER***

5.16 Certifications - Compliance

The continuous compliance with the certifications provided by the offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

5.17 Federal Contractors Program for Employment Equity - Setting aside

The offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the offeror and ESDC-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

5.18 Representations and Warranties

- a) The offeror represents and warrants that, throughout the Standing Offer Period:

- i) every system will be manufactured at a facility registered under ISO 9001:2015 by an accredited registrar under the ISO 9001:2015, whether that certification is held by the Offeror or the Manufacturer of the system;
 - ii) all electrical equipment offered under this Standing Offer is certified or approved for use in accordance with the Canadian Electrical Code, Part 1, by a certification organization accredited by the Standards Council of Canada (SCC) and bears the certification logo that is applicable to the accredited agency. NOTE: Offerors may obtain further information by contacting the SCC at 613-238-3222; and
 - iii) in the case of each Product offered that includes a digital apparatus, that Industry Canada has certified that it does meet the emission limits and labelling requirements set out in the Interference Causing Standard ICES-003, "Digital Apparatus" and the Products must bear the certification label indicating trade name, model number, and the words indicating Industry Canada ICES-003 compliance.
- b) Compliance with these representations and warranties is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire Standing Offer Period and during any resulting Contract. If the Offeror does not comply with any of these representations or warranties or it is determined that any representation or warranty made by the Offeror is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract(s) for default and set aside the Standing Offer.

5.19 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

5.20 Product Substitutions

- a) **Conditions for Proposing Substitution(s):** The offeror may propose a substitution for an existing Product authorized for supply under this Standing Offer, provided the proposed substitute meets or exceeds the specification(s) detailed in the Annex entitled "Statement of Work", as well as meeting or exceeding the specifications of the existing Product being substituted in all respects unless otherwise specified. The price for the substitute Product must not exceed:
- i) the ceiling price for the Product originally offered in the offeror's offer;
 - ii) the current published list price of the substitute Product, less any applicable Government discount; or
 - iii) the price at which the substitute Product is generally available for purchase, whichever is the lowest.
- b) **Ceiling Prices:** During substitutions, situations can occur where it is difficult to use the ceiling price of an existing individual Product as a ceiling price limit for the new Product. In cases like this, price support may be requested by the Standing Offer Authority for the individual Product. This is at the sole discretion of the Standing Offer Authority. The Standing Offer Authority also has the right to refuse any substitution that, in the Standing Offer Authority's view, does not represent good value to Canada.
- c) **Substitution Costs:** The proposed substitution will be subject to technical assessment and any costs associated with the technical evaluation will be at the Offeror's expense.

- d) **Benchmark Testing:** SSC may require that the Offeror demonstrate through testing (including compatibility testing) that the proposed substitute Product meets or exceeds the specifications in the Annex entitled "Technical Specifications" as well as meeting or exceeding the specifications of the existing Product being substituted. Testing will be done in accordance with the procedure described in the Annex entitled "Benchmark Procedures". Canada is not obligated to evaluate any or all substitute Products proposed.
- e) **Process for Requesting Substitution:** The request for substitution must be made by submitting to the Standing Offer Authority a completed "Request for Product Substitution/Price Revision Form", which must provide the full details on the nature of the substitution including the URL(s) for the applicable technical specification(s) of the Product, any necessary technical documentation, certifications, manuals and a copy of the current published list price for the Product. Upon request, the offeror must provide information substantiating compliance with the requirements listed in the annex entitled "Statement of Work". Also, a revised Annex entitled "List of Products" in both hard and electronic copy may be requested by Canada depending on the extent the of proposed Product substitution(s).
- f) **Acceptance of Substitution Discretionary:** Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada. If Canada does not accept a proposed substitution, the original Product will continue to be authorized under this Standing Offer, unless the offeror withdraws that Product from the Standing Offer or that Product becomes End of Life.
- g) **Documentation of Accepted Substitution:** Approved substitutions cannot be supplied under a Call-up until formally authorized by the Contracting Authority.
- h) **Discontinued/Out of Stock Products:** The offeror must immediately notify the Standing Offer Authority if any Product listed in this Standing Offer is discontinued or is otherwise unavailable (e.g., End of Life, Out of Stock). The discontinued or unavailable Product will be removed by SSC from this Standing Offer, but the "place" held by that Product will be held pending submission of a request for substitution, provided it is made in accordance with this Article and within 60 days of providing notice of the lack of availability, or by the next substitution deadline date, whichever is later. If a request for substitution is not made within the timelines described above, a substitution request might not be granted, in which case the Product would no longer be included in the Standing Offer without the possibility of being reinstated.
- i) **Generational Changes:** Canada recognizes that, during the Standing Offer Period, there may be a generational change in technology that may affect some of the mandatory requirements detailed in the Technical Specifications in the Annex entitled "Statement of Work". If this occurs, Canada will examine the available technologies, determine which would be acceptable for substitutions, and will advise the Offeror accordingly.
- j) **One-for-one Substitutions Only:** Substitutions of Products will be on a "one-for-one" basis.

5.21 Extension of Existing Product Line

- a) During the Standing Offer Period, if technological improvements have been made to the products available for purchase or lease under this Standing Offer, the offeror 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 this Standing Offer, if the ceiling price or ceiling outright purchase price for the new product does not exceed:
 - i) the ceiling price for the product originally offered in the offeror's offer that resulted in the issuance of this Standing Offer plus 5% at the discretion of the standing offer authority.

- ii) the current published list price/rate of the substitute product, less any applicable Government discount; or
 - iii) the price/rate at which the substitute product is generally available for purchase, whichever is the lowest.
- b) 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 offeror 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 revision amendment, by adding the new product to the Standing Offer.
 - c) No new products will be included in the Standing Offer until one year after the Standing Offer is issued.

5.22 Price Revisions

- a) **Price Refresh:** During the Standing Offer Period for a given Category, the offeror may submit a request to reduce the current price being offered for any existing Standing Offer Product. Price increases will only be accepted in conjunction with a substitution to a maximum of the ceiling unit price. Price reductions and increases are both subject to the terms detailed in the article entitled "Product Substitutions Initiated by Offeror"; however, the substitution timelines do not apply to price reductions.
- b) **Temporary Price Drop:** During the Standing Offer Period for a given Category, the offeror may submit a request to temporarily reduce the current price being offered for an existing Standing Offer Product. The price drop period must be no shorter than 2 periods and no longer than 4 periods. At the end of the period, the Standing Offer price will revert to the price level in effect before the price drop.
- c) **Process for Requesting Price Revision:** The request for a price revision must be made by submitting to the Standing Offer Authority a completed "Request for Product Substitution/Price Revision Form", which must provide the full details on the nature of the revision.
- d) **Acceptance of Price Revision Discretionary:** Whether or not to accept or reject a proposed price revision is entirely within the discretion of Canada. The Standing Offer Authority may also require a certification, before approving a revision that the pricing satisfies the requirement described in the article entitled "Price Protection – Most Favoured Customer". The Offeror agrees that no price revision will be effective until formally authorized by SSC in writing.
- e) **Published Price Drop:** If, during the Standing Offer Period for a given Category, a price decrease is published or publicly announced, the offeror must provide the benefit of that decrease to Canada by submitting a completed "Request for Product Substitution/Price Revision Form" to reflect the published or publicly announced price reduction.
- f) **Exchange rate fluctuations:** See <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3015C/12>
 - i) Semi-annually, SSC will review the exchange rate and Canada assumes some of the risks and benefits for exchange rate fluctuation. The exchange rate fluctuation amount is determined in accordance with the provision of this clause.
 - ii) On a semi-annual basis, Canada may amend the prices in the contract to reflect the exchange rate.

- iii) Canada reserves the right to audit any revision to costs and prices under this clause.

5.23 Product Removal

The Standing Offer Authority reserves the right to remove any offered Product. The Product will be removed by SSC from this Standing Offer, but the "place" held by that Product will be held pending submission of a request for substitution, provided it is made in accordance with the article entitled "Product Substitutions".

5.24 Joint Venture Offeror

- a) The offeror confirms that the name of the joint venture is _____ and that it is comprised of the following members: [list all the joint venture members named in the offeror's original offer].
- b) With respect to the relationship among the members of the joint venture offeror, each member agrees, represents and warrants (as applicable) that:
 - i) _____ has been appointed as the "representative member" of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
 - ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Offeror; and
 - iii) all payments made by Canada to the representative member will act as a release by all the members.
- c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d) All the members are jointly and severally or solitarily liable for the performance of the entire Contract.
- e) The offeror acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f) The offeror acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture offeror.

Note to Offerors: *This Article will be deleted if the offeror awarded the standing offer is not a joint venture. If the Offeror is a joint venture, this clause will be completed with information provided in its offer.*

6. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Purchase Requirement

_____ (the "**Contractor**") agrees to supply the goods and services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in Annex B1. This includes:

- (a) supplying and configuring the purchased Hardware;
- (b) providing all necessary ancillary equipment;
- (c) providing the Hardware Documentation;
- (d) providing maintenance and support for the Hardware during the Hardware Maintenance Period; and
- (e) providing training, as and when requested by Canada.

6.2 Standard Clauses and Conditions

6.3 General Conditions

- (a) 2030 (2018-06-21), General Conditions – Higher Complexity – Goods, apply to and form part of the Contract.

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".

General Conditions – Higher Complexity – Goods is amended as follows: delete reference to "Public Works and Government Services (PWGSC)" insert "Shared Services Canada (SSC)"

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

6.4 Period of Contract

The Work must be completed in accordance with the call-up against the Standing Offer. This Contract is effective on the date the Call-up is issued. The "Contract Period" is the entire period of time in which Contractor is obliged to perform the Work, from the date the Call-up is issued until the end of the Warranty Period or all work required during the Warranty Period has been completed for all Products, whichever is later.

6.5 Delivery of Products

The Contractor agrees to supply, deliver and configure, provide warranty, maintenance, software support services and documentation for the systems and other Products ordered under this Contract (as specified in the Call-up), to the Identified User, according to the prices, terms and conditions in this Contract. Products must be delivered on an "as and when requested" basis to the location(s) specified in the Call-up, which may be locations anywhere in Canada, excluding any locations in areas subject to one of the Comprehensive Land Claims Agreements (CLCAs), when the Call-up is made in accordance with this NISO.

6.6 Contact after receipt of Call-up

Upon receipt of the Call-up, the Contractor must acknowledge receipt and advise the Identified User of its best delivery date (which date must be no later than the Delivery Date). If the required number of Products exceeds or threatens to exceed the Contractor's ability to supply by the Delivery Date, the Contractor must immediately advise the Contracting Authority and the Identified User. The Contracting Authority will have the option of terminating the Call-up for default, or of extending the delivery date.

6.7 Contact before Delivery

Unless otherwise specified in the Call-up or the Identified User has agreed in writing to other arrangements, the Contractor must contact the Identified User (or any individual designated as "Delivery Contact" in the Call-up) a minimum of twenty-four (24) hours prior to the delivery of any equipment. Failure to make contact may result in the shipment being refused at destination; any re-shipping costs will be the Contractor's responsibility.

6.8 Payment - Basis of Payment

- (a) **Purchased Product:** For the supply and delivery of the Hardware in accordance of the call-up during the period of the Standing Offer and any extensions thereof, Canada will pay the Contractor:
 - (i) if this Contract results from a Call-up made directly by an Identified User, the firm current unit price set out in Annex B1 - List of Products for Purchase on the date the Call-up is issued, DDP Incoterms 2010, Applicable Taxes are extra. The firm unit price set out in the Call-up, DDP Incoterms 2010, Applicable Taxes are extra.
- (b) **Training:** For training courses, as and when requested in a Call-up by Canada during the Period of Standing Offer, Canada will pay the Contractor the firm price per course set out in Annex B, upon completion of the course, DDP Incoterms 2010, Applicable Taxes are extra.
- (c) **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.

6.9 Limitation of Price

Canada will not pay the Offeror 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.

6.10 Method of Payment - Multiple Payments

SACC Manual Clause H1001C (2008/05/12), Multiple Payments

6.11 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 of the Contract 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, if any (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 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 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.
- (g) Canada acknowledges that this commitment does not extend to prices charged by any affiliates of the Contractor.

6.12 Invoicing Instructions

- (a) The Offeror must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- (b) Invoices must be distributed as follows:
 - (i) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.13 Federal Contractors Program for Employment Equity - Default by the Contractor

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

6.14 Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Standing Offer and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Offeror 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 standing offer, tort, or another cause of action. The Offeror is not liable to Canada with respect to the performance of or failure to perform the Standing Offer, except as described in this section and in any section of the Standing Offer pre-establishing any liquidated damages. The Offeror 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 Offeror is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Offeror's performance or failure to perform the Standing Offer that relate to:
 - A. any infringement of intellectual property rights to the extent the Offeror reaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- (ii) The Offeror is liable for all direct damages caused by the Offeror's performance or failure to perform the Standing Offer 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 Standing Offer. 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 Offeror 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 Offeror is also liable for any other direct damages to Canada caused by the Offeror's performance or failure to perform the Standing Offer that relate to:
 - A. any breach of the warranty obligations under the Standing Offer, 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 Standing Offer 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 Standing Offer in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1 Million.

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

- (vi) If Canada's records or data are harmed as a result of the Offeror's negligence or willful act, the Offeror's only liability is, at the Offeror'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 Offeror, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Standing Offer 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 Offeror, the Offeror must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Offeror'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 Offeror is only liable for reimbursing Canada for the Offeror'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).

6.15 Hardware

(a) With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Standing Offer (Additional Conditions: Purchase)	Yes
Part IV of 4001 applies to the Standing Offer (Additional Conditions: Lease)	Yes
Part V of 4001 applies to the Standing Offer (Additional Conditions: Maintenance)	Yes
Delivery Location	As indicated in the Call-up issued against the Standing Offer, 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 Call-up. 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 federal government working days after the date specified on the Call-up.
Offeror must deliver Hardware Documentation	Yes, one complete set with each Product delivered.
Offeror must update Hardware Documentation throughout Standing Offer Period	Yes
Hardware Documentation must include maintenance documentation	Yes
Language of Hardware Documentation	The Hardware Documentation is only required to be delivered in English. French version of the documentation, if available, may be required to be delivered to specific Client locations.
Format and Medium on which Hardware Documentation must be Delivered	One complete set with each Product delivered as requested.
Special Delivery Requirements	No
Special Site Delivery or Installation Requirements	No - 4001, Section 4 does not apply to the Contract.
Offeror must Install Hardware at time of Delivery	No
Offeror must Integrate and Configure Hardware at time of Installation	No
Hardware is part of a System	Yes, the System includes the Hardware and the Licensed Software.
Hardware Warranty Period	Despite 4001, the Hardware Warranty Period under Part III is 4 years.
Lease Period	N/A
Delivery of Lease Hardware	N/A
Class of Maintenance Service	Return-to-Depot Maintenance Service.
Toll-free Telephone Number for Maintenance Service	[TO BE COMPLETED WITH INFORMATION FROM THE OFFEROR SUBMISSION FORM]

Website for Maintenance Service	[TO BE COMPLETED WITH INFORMATION FROM THE OFFEROR SUBMISSION FORM]
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6.16 Safeguarding Electronic Media

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

6.17 Departmental Technician Training Package

The Contractor must provide a minimum of one-day classroom training package, suitable for up to a maximum of eight departmental service/support technicians as and when requested by the client during the Contract period. The training must include the following:

- (i) The course curriculum must include; system diagnostics, trouble-shooting, system disassembly, internal component replacement, BIOS/UEFI settings, peripheral connectivity, management software other services and utilities as it relates to the requirements of the DISO.
- (ii) The instructors for these courses must be trained, certified and approved by the system OEM.
- (iii) The training must be available in both French and English.
- (iv) The training must be provided at any of the following five Client Regional locations: Edmonton (AB), Petawawa (ON), Kingston (ON), Ottawa (ON), Valcartier (QC).
- (v) A maximum of one session per location, per device will be required.
- (vi) The training must be available within 20 working days of a request in writing from the client authority.

6.18 Hardware Maintenance Service

In addition to 4001, Section 25, the following applies to the Hardware Maintenance Service:

- (a) **Manufacturer’s Warranty:** If the Contractor wishes to rely on the Manufacturer’s warranty to provide the Hardware Maintenance Services, the Contractor must complete all warranty registration requirements with any Manufacturers on behalf of the Identified User. The Offeror must also notify the Identified User in writing of any requirement to register for international warranty coverage required if the end user will travel abroad with Products supplied under this Contract. Regardless of any Manufacturer’s warranty, the responsibility for providing the Hardware Maintenance Services remains with the Contractor.
- (b) **Magnetic Media:** To maintain the confidentiality of information that may be recorded on any storage media based product requiring Hardware Maintenance Services, that media in all devices requiring repair or replacement must remain in the possession of Canada. Faulty storage media will not be returned to the Manufacturer and Offerors need to factor

that into their cost.

- (c) **Hotline Services:** With respect to the hotline services required to be provided under Supplemental General Conditions 4001, Section 25(5)(a), the Contractor must issue a trouble ticket for all end user problems that cannot be resolved over the telephone.

6.19 Warranty Services Information for End Users

The Contractor must include the following information on the packing slip with each System when it is delivered:

- (i) the toll-free number to be used for Hardware Maintenance Service;
- (ii) the Hardware Warranty Period and applicable dates for each System in accordance with the Call-up;
- (iii) the information that will be required by the call center to provide any Hardware Maintenance Services; and
- (iv) details of the Hardware Maintenance Services being provided under this Contract, including the definition of the Principal Period of Maintenance, repair times, response times, etc. all in accordance with the provisions of this Contract.

6.20 User-Serviceable Products

The Contractor agrees that the Identified User's technical support staff may perform maintenance and/or upgrades to the Products and replace user-replaceable or user-serviceable components without affecting the obligation of the Contractor to provide the Hardware Warranty Services.

6.21 Strategy for Aboriginal Business (PSAB)

The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.

- (a) The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- (b) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.22 Condition of Material

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

6.23 Certifications - Compliance

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

6.24 On-going Supply Chain Integrity Process

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

- i) Product list; and
- ii) a list of subcontractors.

This SCSI is included as Form 8. 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 Form 8. In that regard:

- i) The Contractor, starting at contract award, must revise its SCSI at least once a year 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 year, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged.
- ii) The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.
- iii) Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
- iv) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSI.

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

- i) The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an

unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.

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

Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada's requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

f) **General:**

- i) The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.
- ii) The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.
- iii) Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.
- iv) If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2030, Subsection 9(3).
- v) Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

6.25 Change of Control

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

that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;

- iii) a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and any other information related to ownership and control that may be requested by Canada.
- b) If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 23(3) of General Conditions 2030 (General Conditions – Higher Complexity – Goods), provided the information has been marked as either confidential or proprietary.
- c) The Contractor must notify the Contracting Authority in writing of:
- i) any change of control in the Contractor itself;
 - ii) any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
 - iii) any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

The Contractor must provide this notice by no later than 10 FGWDs after any change of control takes place (or, in the case of a subcontractor, within 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.

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

determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada's determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.

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

6.26 Subcontracting

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

ANNEX A: STATEMENT OF WORK

Technical Specifications – Ruggedised Mobile Devices

1.0 INTRODUCTION

This document addresses the requirements which apply to the following categories:

- 1.0R - 12.0 Inch Notebook – Windows 10 Pro
- 2.0R - 10 Inch 2-in-1 – Windows 10 Pro
- 3.0R - 10 Inch Slate Tablet – Windows 10 Pro
- 4.0R - 10 Inch Slate Tablet – Android version 8
- 5.0R – 5.7 Inch Wearable Tactical Slate Tablet – Android version 5.1
- 6.0R – 5 Inch Wearable Tactical slate Tablet - Android version 8

2.0 CONFIGURATIONS

The mobile devices must meet or exceed the technical specifications outlined in this Annex.

2.1 CATEGORY 1.0R – NOTEBOOK

(a) Processor

- (i) Intel 7th generation Core i5-7600U processor
- (ii) All processors and chipset must include Intel VT-d and VT-x virtualisation.
- (iii) All processors and chip sets must be VPro capable.

(b) Operating System

- (i) Microsoft Windows 10 Pro

(c) RAM

- (i) 16.0 GB of DDR4 2133 MHz.
- (ii) All RAM, default and optional must be manufactured by an ISO (International Standards Organization) 9001 certified manufacturer. The ISO 9001 certification applies to both the RAM chip manufacturer and the DIMM assembly manufacturer.

(d) Internal Solid State Device (SSD)

- (i) The SSD hard disk must be a minimum 512 GB and must conform to the Opal Storage Specification version 2.0.

(d) 12 inch Display

- (i) The display must have a resolution of 1920x1080. This resolution must be non-virtual.
- (ii) The display must produce an active display of between 12.0 inches and 14.0 inches (measured diagonally) at its native resolution.
- (iii) The display must be a capacitive, 10 point, gloved, multi-touch enabled.
- (iv) The display must be outdoor viewable and must have a minimum of brightness of 1000 nits. If the bidder has equivalent, alternate outdoor viewable technology they must describe in detail during the Q&A process.

(e) Communications

- (i) The system must not include any wireless components which includes 802.11 Ethernet, Bluetooth, NFC or 4G LTE. These components must be physically removed from the device.
- (ii) The internal camera must be permanently removed. Simply disabling in BIOS is not acceptable.
- (iii) The system must offer an optional, internal, dedicated GPS.

(f) Ports

The system must physically have the following ports:

- (i) Two USB one of which must be 3.0 type A, RJ-45 Ethernet, one digital video, one VGA, one RS-232 serial, docking station connector and
- (ii) The system must offer an optional SD or uSD or mSD card slot.

(g) Battery and Power Management

- (i) The device must have two user-removable internal 22 Whr. Lithium Ion batteries or have a single 50 Whr. Lithium Ion battery.

(h) Keyboard

- (i) The keyboard must be available in both English layout and either bilingual layout (Microsoft CF) or French layout.

(i) Port Replicator

- (i) Notebooks must have a port replicator available for purchase and must be manufactured by or approved by the respective system manufacturer.
- (ii) The port replicator must have the following ports:
 - (A) 3 x USB 3.0 ports, one of which must be charging.
 - (B) Two digital video ports.
 - (C) Audio out and audio in or a UAJ port.
 - (D) RJ-45 Ethernet port.
- (iii) The port replicator must interface with the device through a dedicated bus interface and must be able to positively charge the device while docked. The port replicator must include its own AC adapter.
- (iv) The port replicator must support two monitors simultaneously and support the Windows extended desktop.

(j) Pointing Device

- (i) System must have an integrated multi-point glide pad with left and right mouse button functionality.

(k) Security and Authentication

The device must include the following hardware based security devices:

- (i) Integrated embedded FIPS 140-2 and TCG certified TPM (Trusted Platform Module) vers. 2.0 allowable in tamper-proof discrete iterations only.
- (ii) Embedded contactless smart card reader compliant with ISO/IEC 14443.
- (iii) Computrace Persistence Module.

- (iv) The case must include a Kensington lock slot or equivalent.
- (v) The colour of the device's exterior must be inconspicuous and non-reflective, matte black or matte gray.
- (vi) OEM created and supplied UEFI security features and related security utilities that allow for the set-up and/or management of:
 - (A) Embedded UEFI/BIOS tamper resistance
 - (B) Embedded UEFI/BIOS secure data isolation
 - (C) Pre-boot and multi-factor authentication set up
 - (D) Encrypted containment of multi-factor credential data to facilitate single pre-boot authentication log in.

(l) Weight and Dimensions

- (i) Total travelling weight, which includes both the display, keyboard and internal battery, as specified in this Annex, must not exceed 8.0 lbs.
- (ii) External horizontal dimensions must not exceed 14.2 inches by 10 inches.

(m) Rugged Device Regulatory and Environmental Compliance

The ruggedized notebook must be tested and certified to meet the following MIL-STD-810G and IP-65 Ingress test and procedures (all temperatures noted are in Fahrenheit):

- (i) Altitude: MIL-STD-810G, 500.5, Procedures I, II - 40,000 ft. non-operating and operating
- (ii) High temperature: MIL-STD-810G, 501.5, Procedures I, II, III - 160° non-operating to 140° operating
- (iii) Low temperature: MIL-STD-810G, 502.5, Procedures I, II – minus 60° non-operating, minus 20° operating
- (iv) Thermal shock: MIL-STD-810G, 503.5, Procedure I – from plus 20° to minus 60° (3 cycles)
- (v) Rain: MIL-STD-810G, 506.5, Procedure I – 70 MPH, 15 minute exposure
- (vi) Humidity: MIL-STD-810G, 507.5, Procedure II – temp cycles from 86° to 140°, 95% relative humidity
- (vii) Explosive atmosphere MIL-STD-810G, 511.5, Procedure I
- (viii) Vibration: MIL-STD-810G, 514.6, Procedures I (Cat 4, 20 or 24) operating
- (ix) Shock: MIL-STD-810G, 516.6, Procedures I – 40g, 11 ms. operating
- (x) Transit drop: MIL-STD-810G, 516.6, Procedure IV – 26 drops at 36 inches onto 2 inch plywood*
- (xi) Transit drop: MIL-STD-810G, 516.6, Procedure IV - 26 drops at 48 inches onto 2 inch plywood*
- (xii) Transit drop: MIL-STD-810G, 516.6, Procedure IV - 26 drops at 60 inches onto 2 inch plywood*
- (xiii) Freeze/thaw: MIL-STD-810G, 524, Procedure III
- (xiv) Solid ingress protection: IEC 60529, IP-6X
- (xv) Liquid ingress protection: IEC 60529, IP-X5
- (xvi) Electromagnetic interference: MIL-STD-461F3

(xvii) Blowing dust: MIL-STD-810G, 510.5, Procedures I

(xviii) Blowing sand: MIL-STD-810G, 510.5, Procedures II

2.2 CATEGORY 2.0R – 10 INCH DETACHABLE 2-IN-1 MOBILE DEVICE

(a) Processor

- (i) Intel 6th generation M5-6Y57 processor
- (ii) All Intel processors and chipset must include Intel VT-d and VT-x virtualisation.

(a) Operating System

- (i) Microsoft Windows 10 Pro

(b) RAM

- (i) 8 GB of DDR3L 1600 MHz.
- (ii) All RAM, default and optional must be manufactured by an ISO (International Standards Organization) 9001 certified manufacturer. The ISO 9001 certification applies to both the RAM chip manufacturer and the DIMM assembly manufacturer.

(c) Internal Solid State Device (SSD)

- (i) The SSD hard disk must be a minimum 512 GB. and must conform to the Opal Storage Specification version 2.0.
- (ii) The SSD must offer an optional, integrated heater.

(d) 10 inch Display

- (i) The display must have a resolution of 1920x1080. This resolution must be non-virtual.
- (ii) The display must produce an active display of 10 inches (measured diagonally) at its native resolution and be finished with a non-reflective matte finish.
- (iii) The display must be a capacitive, 10 point, gloved multi-touch enabled.
- (iv) The device design must involve a user-detachable display. Both display and system unit components must be manufactured and branded by the same OEM.
- (v) The display must be outdoor viewable and must a minimum brightness of 1000 nits.

(e) Audio

- (i) The system must include built-in speaker and integrated noise-reducing array microphones.

(f) Communications

- (i) The system must not include any wireless components which includes 802.11 Ethernet, Bluetooth, NFC or 4G LTE. These components must be physically removed from the device.
- (ii) The internal camera must be permanently removed. Simply disabling in BIOS is not acceptable.
- (iii) The system must offer an optional, internal, dedicated GPS.

(g) Sensors

- (i) Device must come equipped with; Gyroscope; eCompass/Magnetometer; Accelerometer/FFS, GPS; Ambient Light Sensor

(h) Ports

The system must physically have the following ports:

- (i) One USB 3.0 type A, one digital video, one UAJ audio jack, docking station connector
 - (ii) The system must offer an optional SD or uSD or mSD card slot.
 - (iii) The system must offer an optional RS-232 serial port
- (i) **Battery and Power Management**
- (i) The device must have an internal 26 Whr. Lithium Ion battery with the facility for a second internal battery.
- (j) **Keyboard**
- (i) The keyboard must be available in both English layout and either bilingual layout (Microsoft CF) or French layout.
- (k) **Port Replicator**
- (i) Notebooks must have a port replicator available for purchase and must be manufactured by or approved by the respective system manufacturer.
 - (ii) The port replicator must have the following ports:
 - (A) 3 x USB 3.0 ports, one of which must be charging.
 - (B) Two digital video ports.
 - (C) Audio out and audio in or a combination thereof.
 - (D) RJ-45 Ethernet port.
 - (iii) The port replicator must interface with the device through a dedicated bus interface and must be able to positively charge the device while docked. The port replicator must include its own AC adapter.
 - (iv) The port replicator must support two monitors simultaneously and support the Windows extended desktop.
- (l) **Pointing Device**
- (i) System must have an integrated multi-point glide pad with left and right mouse button functionality.
- (m) **Security and Authentication**
- The device must include the following hardware based security devices:
- (i) Integrated embedded FIPS 140-2 and TCG certified TPM (Trusted Platform Module) vers. 2.0 allowable in tamper-proof discrete iterations only.
 - (ii) All systems must have NIST SP 800-147 compliant, secure UEFI.
 - (iii) Embedded contactless smart card reader compliant with ISO/IEC 14443.
 - (iv) Computrace Persistence Module.
 - (v) The case must include a Kensington lock slot or equivalent.
 - (vi) The colour of the device's exterior must be inconspicuous and non-reflective, matte black or matte gray.
 - (vii) OEM created and supplied UEFI security features and related security utilities that allow for the set-up and/or management of:
 - (A) Embedded UEFI/BIOS tamper resistance
 - (B) Embedded UEFI/BIOS secure data isolation
 - (C) Pre-boot and multi-factor authentication set up

(D) Encrypted containment of multi-factor credential data to facilitate single pre-boot authentication log in.

(n) Weight and Dimensions

- (i) Total travelling weight, which includes both the display, keyboard and single internal battery, as specified in this Annex, must not exceed 4.0 lbs.

(l) Rugged Device Regulatory and Environmental Compliance

The ruggedised system unit and ruggedised keyboard must be tested and certified to meet the following MIL-STD-810G and IP-65 Ingress test and procedures (all temperatures noted are in Fahrenheit):

- (i) Altitude: MIL-STD-810G, 500.5, Procedures I, II - 40,000 ft. non-operating and operating
- (ii) High temperature: MIL-STD-810G, 501.5, Procedures I, II, III - 160o non-operating to 140o operating
- (iii) Low temperature: MIL-STD-810G, 502.5, Procedures I, II – minus 60o non-operating, minus 20o operating
- (iv) Thermal shock: MIL-STD-810G, 503.5, Procedure I – from plus 20o to minus 60o (3 cycles)
- (v) Rain: MIL-STD-810G, 506.5, Procedure I – 70 MPH, 15 minute exposure
- (vi) Humidity: MIL-STD-810G, 507.5, Procedure II – temp cycles from 86o to 140o, 95% relative humidity
- (vii) Explosive atmosphere MIL-STD-810G, 511.5, Procedure I
- (viii) Vibration: MIL-STD-810G, 514.6, Procedures I (Cat 4, 20 or 24) operating
- (ix) Shock: MIL-STD-810G, 516.6, Procedures I – 40g, 11 ms. operating
- (x) Transit drop: MIL-STD-810G, 516.6, Procedure IV – 26 drops at 36 inches onto 2 inch plywood*
- (xi) Transit drop: MIL-STD-810G, 516.6, Procedure IV - 26 drops at 48 inches onto 2 inch plywood*
- (xii) Transit drop: MIL-STD-810G, 516.6, Procedure IV - 26 drops at 60 inches onto 2 inch plywood*
- (xiii) Freeze/thaw: MIL-STD-810G, 524, Procedure III
- (xiv) Solid ingress protection: IEC 60529, IP-6x
- (xv) Liquid ingress protection: IEC 60529, IP-x5
- (xvi) Electromagnetic interference: MIL-STD-461F3
- (xvii) Blowing dust: MIL-STD-810G, 510.5, Procedures I
- (xviii) Blowing sand: MIL-STD-810G, 510.5, Procedures II

2.3 CATEGORY 3.0R – 10 INCH SLATE TABLET

(a) Processor

- (i) Intel 6th generation Core i5-6300U processor
- (ii) All Intel processors and chipset must include Intel VT-d and VT-x virtualisation.

(b) Operating System

- (i) Microsoft Windows 10 Pro

(c) RAM

- (i) 8 GB of DDR3L 1600 MHz.
- (ii) All RAM, default and optional must be manufactured by an ISO (International Standards Organization) 9001 certified manufacturer. The ISO 9001 certification applies to both the RAM chip manufacturer and the DIMM assembly manufacturer.

(d) Internal Solid State Device (SSD)

- (i) The SSD hard disk must be a minimum 256 GB. and must conform to the Opal Storage Specification version 2.0.
- (ii) The SSD must offer an optional, integrated heater.

(e) 10 inch Display

- (i) The display must have a resolution of 1920x1080. This resolution must be non-virtual.
- (ii) The display must produce an active display of 10 inches (measured diagonally) at its native resolution and be finished with a non-reflective matte finish.
- (iii) The display must be a capacitive, 10 point, gloved, multi-touch enabled.
- (iv) The device design must involve a user-detachable display. Both display and system unit components must be manufactured and branded by the same OEM.
- (v) The display must be outdoor viewable.

(f) Audio

- (i) The system must include built-in speaker and integrated noise-reducing array microphones.

(g) Communications

- (i) The system must not include any wireless components which includes 802.11 Ethernet, Bluetooth, NFC or 4G LTE. These components must be physically removed from the device.
- (ii) The internal camera must be permanently removed. Simply disabling in BIOS is not acceptable.
- (iii) The system must offer an optional, internal, dedicated GPS.

(h) Sensors

- (i) Device must come equipped with; Gyroscope; eCompass/Magnetometer; Accelerometer/FFS, GPS; Ambient Light Sensor

(i) Ports

The system must physically have the following ports:

- (i) One USB 3.0 type A, one digital video, one UAJ audio jack

- (ii) The system must offer an optional SD or uSD or mSD card slot.
- (iii) The system must offer an optional RS-232 serial port

(j) Battery and Power Management

- (i) The device must have an internal 34 Whr. Lithium Ion battery.

(k) Security and Authentication

The device must include the following hardware based security devices:

- (i) Integrated embedded FIPS 140-2 and TCG certified TPM (Trusted Platform Module) vers. 2.0 allowable in tamper-proof discrete iterations only.
- (ii) All systems must have NIST SP 800-147 compliant, secure UEFI.
- (iii) User authentication must involve one of the following optional components: fingerprint bio-metric; Windows Hello camera; FIPS 201 contacted or contactless smartcard.
- (iv) Computrace Persistence Module.
- (v) The case must include a Kensington lock slot or equivalent.
- (vi) OEM created and supplied UEFI security features and related security utilities that allow for the set-up and/or management of:
 - (A) Embedded UEFI/BIOS tamper resistance
 - (B) Embedded UEFI/BIOS secure data isolation
 - (C) Pre-boot and multi-factor authentication set up
 - (D) Encrypted containment of multi-factor credential data to facilitate single pre-boot authentication log in.

(l) Weight and Dimensions

- (i) Total travelling weight, which includes both the display and single internal battery, as specified in this Annex, must not exceed 2.5 lbs.
- (ii) The maximum allowable dimension of the device and vehicle mount (specified herein) is:
 - (A) Width 11.2" (28.45 cm)
 - (B) Height 8.9" (22.60 cm)
 - (C) Depth 2.6" (6.60 cm)

(m) Data Terminal Power Unit (DTPU)

- (i) The DTPU must have three 15 volt outputs;
- (ii) The DTPU must be tested and certified for MIL-STD-461F, MIL-STD 810G, MIL-STD 1275D;
- (iii) The DTPU must accept power from the vehicle power cable (client supplied) to the DTPU in the form of 1x 24v input P/N: MS3470W14-4P input; and
- (iv) The DTPU must provide power to the electronic equipment power cable in the form of 3 x 15v output P/N: MS3470W12-3S.

(n) Rugged Tablet Regulatory and Environmental Compliance

The ruggedized tablet must be tested and certified to meet the following MIL-STD-810G and IP-65 Ingress test and procedures (all temperatures noted are in Fahrenheit):

- (i) Altitude: MIL-STD-810G, 500.5, Procedures I, II - 40,000 ft. non-operating and operating

- (ii) High temperature: MIL-STD-810G, 501.5, Procedures I, II, III - 160o non-operating to 140o operating
- (iii) Low temperature: MIL-STD-810G, 502.5, Procedures I, II – minus 60o non-operating, minus 20o operating
- (iv) Thermal shock: MIL-STD-810G, 503.5, Procedure I – from plus 200o to minus 60o (3 cycles)
- (v) Rain: MIL-STD-810G, 506.5, Procedure I – 70 MPH, 15 minute exposure
- (vi) Humidity: MIL-STD-810G, 507.5, Procedure II – temp cycles from 86o to 140o, 95% relative humidity
- (vii) Explosive atmosphere MIL-STD-810G, 511.5, Procedure I
- (viii) Vibration: MIL-STD-810G, 514.6, Procedures I (Cat 4, 20 or 24) operating
- (ix) Shock: MIL-STD-810G, 516.6, Procedures I – 40g, 11 ms. operating
- (x) Transit drop: MIL-STD-810G, 516.6, Procedure IV – 26 drops at 36 inches onto 2 inch plywood*
- (xi) Transit drop: MIL-STD-810G, 516.6, Procedure IV - 26 drops at 48 inches onto 2 inch plywood*
- (xii) Transit drop: MIL-STD-810G, 516.6, Procedure IV - 26 drops at 60 inches onto 2 inch plywood*
- (xiii) Freeze/thaw: MIL-STD-810G, 524, Procedure III
- (xiv) Solid ingress protection: IEC 60529, IP-6x
- (xv) Liquid ingress protection: IEC 60529, IP-x5
- (xvi) Electromagnetic interference: MIL-STD-461F3
- (xvii) Blowing dust: MIL-STD-810G, 510.5, Procedures I
- (xviii) Blowing sand: MIL-STD-810G, 510.5, Procedures II

2.4 CATEGORY 5.0 – 10 INCH SLATE TABLET – ANDROID

(a) Processor

- (i) Quad core 32 bit, 1.2 GHz. processor

(b) Operating System

- (i) Google Android version 8
- (i) Operating system version must be compliant to Android 8 Project Treble
- (ii) Operating system must support an ASOP (Android Open Source Project) image where all code (including radio code) can be inspected by DND and/or its contractors.

(c) RAM

- (i) 4 GB of LPDDR3 RAM

(d) Internal Solid State Device (SSD)

- (ii) The SSD hard disk must be a minimum 64 GB.

(e) Display

- (i) The display must have a minimum resolution of 1280x1024. This resolution must be non-virtual.
- (ii) The display must produce an active display of 10 inches (measured diagonally) at its native resolution and be finished with a non-reflective matte finish.
- (iii) The display must be a capacitive, gloved, multi-touch enabled.
- (iv) The display must be a minimum of 480 nits for outdoor viewing.

(f) Communications

- (i) The system must include: an embedded, integrated wireless 802.11 a/g/n adapter with integrated antenna; embedded, integrated, dedicated GPS; integrated Bluetooth 4.0 controller; HD Web camera, integrated 8 mega-pixel auto focus camera.

(g) Sensors

- (i) Device must come equipped with; Gyroscope; eCompass/Magnetometer; Accelerometer/FFS, GPS; Ambient Light Sensor

(h) Ports

The system must physically have the following ports:

- (i) One USB 3.0, one UAJ audio jack, mSD slot

(i) Battery and Power Management

- (i) The device must have an internal 40 Whr. (3.75 v) Lithium Ion battery.
- (ii) The battery must be user removable.
- (iii) The device must offer an optional MIL-STD 461G AC adapter.

(j) Security and Authentication

- (i) The device must be NIAP CSfC certified

(k) Weight and Dimensions

- (i) Total travelling weight, which includes both the display and single internal battery, as specified in this Annex, must not exceed 3.2 lbs.

(I) Rugged Tablet Regulatory and Environmental Compliance

The ruggedized tablet must be tested and certified to meet the following MIL-STD-810G and IP-65 Ingress test and procedures (all temperatures noted are in Fahrenheit):

- (i) Altitude: MIL-STD-810G, 500.5, Procedures I, II - 40,000 ft. non-operating and operating
- (ii) High temperature: MIL-STD-810G, 501.5, Procedures I, II, III - 160° non-operating to 140° operating
- (iii) Low temperature: MIL-STD-810G, 502.5, Procedures I, II – minus 60° non-operating, minus 20° operating
- (iv) Thermal shock: MIL-STD-810G, 503.5, Procedure I – from plus 20° to minus 60° (3 cycles)
- (v) Rain: MIL-STD-810G, 506.5, Procedure I – 70 MPH, 15 minute exposure
- (vi) Humidity: MIL-STD-810G, 507.5, Procedure II – temp cycles from 86° to 140°, 95% relative humidity
- (vii) Explosive atmosphere MIL-STD-810G, 511.5, Procedure I
- (viii) Vibration: MIL-STD-810G, 514.6, Procedures I (Cat 4, 20 or 24) operating
- (ix) Shock: MIL-STD-810G, 516.6, Procedures I – 40g, 11 ms. operating
- (x) Transit drop: MIL-STD-810G, 516.6, Procedure IV - 26 drops at 60 inches onto 2 inch plywood*
- (xi) Freeze/thaw: MIL-STD-810G, method 524, Procedure III
- (xii) Solid ingress protection: IEC 60529, IP-6x
- (xiii) Liquid ingress protection: IEC 60529, IP-x5
- (xiv) Electromagnetic interference: MIL-STD-461F3
- (xv) Blowing dust: MIL-STD-810G, 510.5, Procedures I

2.5 CATEGORY 5.0 – WEARABLE TACTICAL 5.7 INCH SLATE TABLET – ANDROID

(a) Processor

- (i) Quad core 32 bit, 1.4 GHz. processor

(b) Operating System

- (i) Google Android version 5.1

(c) RAM/ROM

- (i) 2 GB of LPDDR3 RAM

(d) Internal Solid State Device or eMMC Drive

- (i) The drive capacity must be a minimum 128 GB.

(e) 5.7 inch Display

- (i) The display must have a resolution of 1280x720. This resolution must be non-virtual.
- (ii) The display must produce an active display of 5.7 inches (measured diagonally) at its native resolution and be finished with a non-reflective matte finish.
- (iii) The display must be a capacitive, gloved, multi-touch enabled.
- (iv) The display must be a minimum of 480 nits for outdoor viewing.

(f) Communications

- (i) The system must include: an embedded, integrated wireless 802.11 a/g/n adapter with integrated antenna; embedded, integrated, dedicated GPS; integrated Bluetooth 4.0 controller; HD Web camera, integrated 8 mega-pixel auto focus camera.
- (ii) The device must have a USB reverse tether option without the requirement to root the device.

(g) Sensors

- (i) Device must come equipped with; Gyroscope; eCompass/Magnetometer; Accelerometer/FFS, GPS; Ambient Light Sensor

(h) Keyboard

- (i) The integrated keypad must have 10 button which include the following functions: Power, Restart, Screen Brightness, Directional Keypad, Back, Home, Menu, Function Key, Programmable Key 1, Programmable Key 2

(i) Ports

The system must physically have the following ports:

- (i) One micro-USB, one UAJ audio jack, micro SD slot which supports ExFAT (Extended File Allocation Table).
- (ii) Optional Rugged GlenAir Connector or Rugged AB connector

(j) Battery and Power Management

- (i) The device must have an internal 15 Whr. (3.75 v) Lithium Ion battery.
- (ii) The device must offer an optional MIL-STD 461G AC adapter.

(k) Security and Authentication

- (i) The device must be NIAP CSfC certified.
- (ii) The device must offer secure data at rest protection, encryption and data shredding.

(l) Weight and Dimensions

- (i) Total travelling weight, which includes both the display and single internal battery, as specified in this Annex, must not exceed 1.0 lbs.

(m) Tactical Accessories

- (i) The device must have available a wearable MOLLE (Modular Lightweight Load-carrying Equipment) vest (with device attachment) which enables the device to be chest mounted and also to house other related accessories such as batteries and connectors. These accessories must originate from and be approved by the device OEM. Please see the LOD for details.

(n) Rugged Tablet Regulatory and Environmental Compliance

The ruggedized tablet must be tested and certified to meet the following MIL-STD-810G and IP-65 Ingress test and procedures (all temperatures noted are in Fahrenheit):

- (i) Altitude: MIL-STD-810G, 500.5, Procedures I, II - 40,000 ft. non-operating and operating
- (ii) High temperature: MIL-STD-810G, 501.5, Procedures I, II, III - 160° non-operating to 140° operating
- (iii) Low temperature: MIL-STD-810G, 502.5, Procedures I, II – minus 60° non-operating, minus 20° operating
- (iv) Thermal shock: MIL-STD-810G, 503.5, Procedure I – from plus 20° to minus 60° (3 cycles)
- (v) Rain: MIL-STD-810G, 506.5, Procedure I – 70 MPH, 15 minute exposure
- (vi) Humidity: MIL-STD-810G, 507.5, Procedure II – temp cycles from 86° to 140°, 95% relative humidity
- (vii) Explosive atmosphere MIL-STD-810G, 511.5, Procedure I
- (viii) Vibration: MIL-STD-810G, 514.6, Procedures I (Cat 4, 20 or 24) operating
- (ix) Shock: MIL-STD-810G, 516.6, Procedures I – 40g, 11 ms. operating
- (x) Transit drop: MIL-STD-810G, 516.6, Procedure IV - 26 drops at 60 inches onto 2 inch plywood*
- (xi) Freeze/thaw: MIL-STD-810G, method 524, Procedure III
- (xii) Solid ingress protection: IEC 60529, IP-6x
- (xiii) Liquid ingress protection: IEC 60529, IP-x5
- (xiv) Electromagnetic interference: MIL-STD-461F3
- (xv) Blowing dust: MIL-STD-810G, 510.5, Procedures I

2.6 CATEGORY 5.0 – WEARABLE TACTICAL 5 INCH SLATE TABLET – ANDROID

(a) Processor

- (i) Quad core 32 bit, 1.2 GHz. processor

(b) Operating System

- (i) Google Android version 8
- (ii) Operating system version must be compliant to Android 8 Project Treble
- (iii) Operating system must support an ASOP (Android Open Source Project) image where all code (including radio code) can be inspected by DND and/or its contractors.

(c) RAM/ROM

- (i) 2 GB of LPDDR3 RAM
- (ii) 16 GB of ROM

(d) Internal Solid State Device (SSD) or Internal Micro SD Card

- (i) The storage capacity must be a minimum 128 GB.

(e) 5.0 inch Display

- (i) The display must have a resolution of 1280x720. This resolution must be non-virtual.
- (ii) The display must produce an active display of 5.0 inches (measured diagonally) at its native resolution and be finished with a non-reflective matte finish.
- (iii) The display must be a capacitive, gloved, multi-touch enabled.
- (iv) The display must be a minimum of 480 nits for outdoor viewing.

(f) Communications

- (i) The system must include: an embedded, integrated wireless 802.11 a/g/n adapter with integrated antenna; embedded, integrated, dedicated GPS; integrated Bluetooth 4.0 controller; HD Web camera, integrated 8 mega-pixel auto focus camera.

(g) Sensors

- (i) Device must come equipped with; Gyroscope; eCompass/Magnetometer; Accelerometer/FFS, GPS; Ambient Light Sensor

(h) Keyboard

- (i) The integrated keypad must have 10 button which include the following functions: Power, Restart, Screen Brightness, Directional Keypad, Back, Home, Menu, Function Key, Programmable Key 1, Programmable Key 2

(i) Ports

The system must physically have the following ports:

- (ii) One micro-USB, one UAJ audio jack, mSD slot

(j) Battery and Power Management

- (i) The device must have an internal 15 Whr. (3.75 v) Lithium Ion battery.
- (ii) The device must offer an optional MIL-STD 461G AC adapter.

(k) Security and Authentication

- (i) The device must be NIAP CSfC certified.

(l) Weight and Dimensions

- (i) Total travelling weight, which includes both the display and single internal battery, as specified in this Annex, must not exceed 0.6 lbs.

(m) Tactical Accessories

- (i) The device must have available a wearable vest which enables the device to be chest mounted and also to house other related accessories such as batteries and connectors. These accessories must originate from and be approved by the device OEM. Please see the LOD for details.
- (ii) The device must have available a wearable chest mount which enables the device to be mounted on a standard issue Canadian Army combat uniform. This accessory must originate from and be approved by the device OEM. Please see the LOD for details.

(n) Rugged Tablet Regulatory and Environmental Compliance

The ruggedized tablet must be tested and certified to meet the following MIL-STD-810G and IP-65 Ingress test and procedures (all temperatures noted are in Fahrenheit):

- (i) Altitude: MIL-STD-810G, 500.5, Procedures I, II - 40,000 ft. non-operating and operating
- (ii) High temperature: MIL-STD-810G, 501.5, Procedures I, II, III - 160° non-operating to 140° operating
- (iii) Low temperature: MIL-STD-810G, 502.5, Procedures I, II – minus 60° non-operating, minus 20° operating
- (iv) Thermal shock: MIL-STD-810G, 503.5, Procedure I – from plus 20° to minus 60° (3 cycles)
- (v) Rain: MIL-STD-810G, 506.5, Procedure I – 70 MPH, 15 minute exposure
- (vi) Humidity: MIL-STD-810G, 507.5, Procedure II – temp cycles from 86° to 140°, 95% relative humidity
- (vii) Explosive atmosphere MIL-STD-810G, 511.5, Procedure I
- (viii) Vibration: MIL-STD-810G, 514.6, Procedures I (Cat 4, 20 or 24) operating
- (ix) Shock: MIL-STD-810G, 516.6, Procedures I – 40g, 11 ms. operating
- (x) Transit drop: MIL-STD-810G, 516.6, Procedure IV - 26 drops at 60 inches onto 2 inch plywood*
- (xi) Freeze/thaw: MIL-STD-810G, method 524, Procedure III
- (xii) Solid ingress protection: IEC 60529, IP-6x
- (xiii) Liquid ingress protection: IEC 60529, IP-x5
- (xiv) Electromagnetic interference: MIL-STD-461F3
- (xv) Blowing dust: MIL-STD-810G, 510.5, Procedures I

2.7 RUGGEDIZED VEHICLE MOUNTS – CATEGORIES 1.0R THROUGH 3.0R

- (a) The ruggedised vehicle mount must:
- (i) Be specifically designed for the ruggedized device bid;
 - (ii) Have a compatible system bus connection;
 - (iii) Offer port replication of the following: D-sub 9 pin VGA, HDMI, Ethernet RJ-45, 2 x USB 3.0, dual high gain RF Pass-through, RS-232 serial;
 - (iv) Have the ability to securely retain the device regardless of being locked or unlocked;
 - (v) Provide VESA 75 compatible mounting apertures;
 - (vi) Be MIL-STD 810G tested and certified for the following:
 - (A) High temperature – non-operating MIL-STD 810G Method 501.5, Procedure I
 - (B) High Temperature – operating MIL-STD 810G Method 501.5, Procedure II
 - (C) Low temperature – non-operating MIL-STD 810G Method 502.5, Procedure I
 - (D) Low temperature – operating MIL-STD 810G method 502.5, Procedure II
 - (E) Humidity – non-operating MIL-STD 810G Method 507.5, Procedure II
 - (F) Vibration – operating MIL-STD 810G Method 810G Method 514.6, Procedure I
 - (G) Shock – operating MIL-STD 810G Method SAE J1455, Section 4.11.3.4
 - (H) Shock – non-operating MIL-STDG method 516.6, Procedure I
 - (vii) Conform to SAE J1455 design guidelines;
 - (viii) Accept power from the DTPU to the mount (client supplied cabling) in the form of a 15v output;
 - (ix) Must accommodate “mini-power 5A straight” P/N: 760, with positive voltage on the centre pin; and
 - (x) Must power the docked ruggedised device.

3.0 GENERAL SPECIFICATIONS

3.1 HARDWARE CERTIFICATIONS AND APPROVALS

- (a) All high-voltage electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, prior to delivery, by an agency accredited by the Standards Council of Canada. Notebooks must bear the certification logo that is applicable to the accredited agency. Current accredited agencies include, but are not exclusively comprised of:
- (i) Canadian Standards Association (CSA).
 - (ii) Underwriters' Laboratory Inc. (cUL) (cULus).
 - (iii) Underwriters' Laboratories of Canada (ULC).
 - (iv) Entela Canada (cEntela).
 - (v) Intertek Testing Services (cETL).
 - (vi) Met Laboratories (cMET).
 - (vii) OMNI Environmental Services Inc (cOTL).
 - (viii) TUV Rhineland of North America (cTUV)

- (b) Devices must comply with the emission limits and labelling requirements set out in the Interference Causing Standard ICES-003, "Digital Apparatus", published by Industry Canada.
- (c) Devices that have obtained Industry Canada ICES-003 approval that have been assembled from tested components and have not undergone entire system testing will be considered non-compliant. All devices tested must bear the appropriate labels indicating trade name, model number, and the words indicating Industry Canada ICES-003 compliance.

4.0 VALUE-ADDED VENDOR SUPPORT

4.1 TECHNICAL AND SERVICE SUPPORT

- (a) The Offeror must have, on-staff or through a maximum of two third-party technical support subcontractor(s), an existing and experienced technical support infrastructure, staffed with personnel trained on the Offerer's products. This technical support infrastructure must consist of two hardware technicians based in the National Capital Region (NCR) and a minimum of fifteen technicians across Canada.
- (b) The Offeror must have, on-staff or through an authorised subcontractor, at least one technician based in the NCR with a comprehensive knowledge of client image creation. If requested, this technician must assist with the client image creation and verification prior to duplication. This image creation process will occur entirely on the client premises.
- (c) The Offeror must have an established hardware-training program for federal government employees specific to the system and ancillary equipment. The course curriculum must include system hardware (which includes the model or model family being supplied), management software, security, diagnostics, repair, parts replacement and other service and utilities as available from the default system manufacturer. This course must be available in both English and French.

4.2 TELEPHONE SUPPORT

- (a) The Offeror must provide end-user accessible telephone hardware technical support for all supplied systems, involving hardware troubleshooting, configuration support and any systemic software/hardware interoperability issues and/or connectivity issues.
- (b) The telephone support staff must support:
 - (i) All components of the system supplied.
 - (ii) Windows 10 Professional (or Android where applicable) operating system as it relates to the Offeror's system.
 - (iii) Peripherals such as external optical drives, if supplied by the Offeror as it relates to the Offeror's system.
 - (iv) Connectivity issues relating to all terrestrial and wireless communications devices supplied.
- (c) The telephone support line must:
 - (i) Be a toll free service.
 - (ii) Employ a minimum staff of five system engineers concurrently 24 hours a day, 7 days a week dedicated to the Offeror's product.
 - (iii) Be accessible from all parts of Canada, United States and from international locations where service is available.
 - (iv) Use a serial number tracking system that identifies all components, respective versions and respective driver versions of the installed system undergoing the troubleshooting.

- (v) Use an electronically shared, nation-wide knowledge database to be used by support staff for all troubleshooting expertise, product idiosyncrasies and configuration parameters and all warranty entitlements for each specific component supplied.
- (vi) Provide a minimum 90% first call connection rate to a trained and qualified support technician. If a message centre expedites the call a trained and qualified technician must respond, in the language of the caller's choosing, within one hour. During the call the technician must engage in a problem diagnosis process with the customer prior to a service call being placed.
- (vii) Not exceed an on-hold time of more than five minutes on initial call.
- (viii) Be at no additional cost (i.e. included in the cost of the system). The cost of the service must be included the cost of the system.
- (ix) Be available for the life of the warranty purchased.

3.3 WEB SITE SUPPORT

The Offeror must provide an Internet site offering:

- (a) Support file areas offering download/upload access for drivers, setup and configuration files and other pertinent software. These files, drivers and documents must be clearly identified as pertaining to the specific make and model of the system.
- (b) Message areas for technical assistance and problem diagnosis with system engineers.
- (c) Technical information library for downloading product information files, pertinent white papers, default system user service manuals.
- (d) FAQ (frequently asked questions) areas specific to the system delivered.
- (e) Bulletins pertaining to product announcements, product recalls, component recalls bug fixes, etc.
- (f) "Plain language" technical support question search engine with immediate approximated response.
- (g) Customized e-mail notification subscription services to alert clients of device driver revisions, BIOS/firmware updates that pertain to the exact model family, product recalls, component recalls.
- (h) The web site support features must be contained on the default system original equipment manufacturers' web site. Links to other manufacturer's web sites cannot be used to achieve the mandatory requirements stated in this article.

4.0 DEPLOYMENT SERVICES

The following pre-delivery and deployment services must be available to the client when requested. At that point the client will determine which service(s) will be required. The minimum quantity eligible for the services described in articles (a) through (e) in 100 devices.

(a) Collaborative Image Creation and Duplication

- (i) Offerors must offer a client imaging creation and automated image duplication service if requested. Depending on client preference that image can be a common baseline or may involve the inclusion of, but limited to; department owned COTS (common-off-the-shelf) applications, department specific applications, department specific customization, security setup, up-to-date patching and theft recovery info.
- (ii) When consulting with the client the contractor's image creation workflow process must offer all of the following process if called upon by the client:
 - (A) Requirements definition ("white boarding")
 - (B) Design/Develop

- (C) Validation
 - (D) Test Plan and execution
 - (E) Duplication
- (iii) The bidder must have the at least two following related professional certifications in-house and have the related knowledge base available to the client's imaging process when called upon:
- (A) MCP, MCSE or other related Microsoft certifications
 - (B) Enterprise Systems (Active Directory)
 - (C) Any TCP, IP certifications
 - (D) ITIL (Information Technology Infrastructure Library)
 - (E) Agile Software Development
 - (F) Quality certification such as, but not exclusive of, LSS (Lean Six Sigma)
 - (G) Comp TIA (Computing Technology Industry Association) A+ certification
 - (H) PMP (Project Management Professional)
 - (I) The bid response must detail those in-house skill sets in the form of personnel resumes.

(b) Baseline Image Duplication

- (i) Bidders must offer a basic client imaging validation and automated duplication service if requested during an RVD. Depending on client preference that image can be a common baseline or may involve the inclusion of, but limited to; department owned COTS applications, department specific applications, department specific customization, security setup, up-to-date patching and theft recovery info.

(c) Asset Tagging Creation

- (i) The bidder must offer an asset tagging service which includes client-specific data to be affixed to the bid device and/or monitor prior to shipping.
- (ii) If requested by the client the bidder must be able to produce and supply the asset tag in the form of a tamper-proof, adhesive label populated indelibly printed with client specified information.
- (iii) Once affixed the label must not interfere with the normal operation of the device in that it must not obstruct device cavities, vents, fasteners, connectors or hinges. The client reserves the right to determined positioning of the label.

(d) Just-In-Time Delivery

- (i) All bidders must offer a just-in-time shipping option upon client request. This involves pre-determined, staggered deliveries that will synchronize with the clients' rate of deployment and mitigate 3rd party warehousing costs. As each client departments' rate of deployment varies the number of shipments and timelines will be described in the applicable RVD solicitation.
- (ii) Client defined variables will include; shipping frequency, shipping quantities, shipping locations, shipping priorities.
- (iii) The client reserves the right to change frequency, quantities and priorities after contract award

ANNEX B – LIST OF PRODUCTS

Note: *See attached excel spreadsheet entitled 2BH873479/A Annex B List of Products.*

ANNEX C - SUPPLY CHAIN INTEGRITY PROCESS

1. SCI REQUIREMENT

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

Definitions

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

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

Mandatory Ongoing Qualification Submission Requirements

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

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

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

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

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

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

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

2. ASSESSMENT OF SUPPLY CHAIN SECURITY INFORMATION:

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

In conducting its assessment:

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

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

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

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

- a) qualification pursuant to the SCI assessment does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of any subsequent solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent solicitation;
- b) qualification pursuant to the SCI assessment does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
- c) arising security threats may affect some aspect(s) of a Bidder's Supply Chain Security Information which has become the subject of security concerns. At that point, Canada will notify the Bidder and

- provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above; and
- d) during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.

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

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

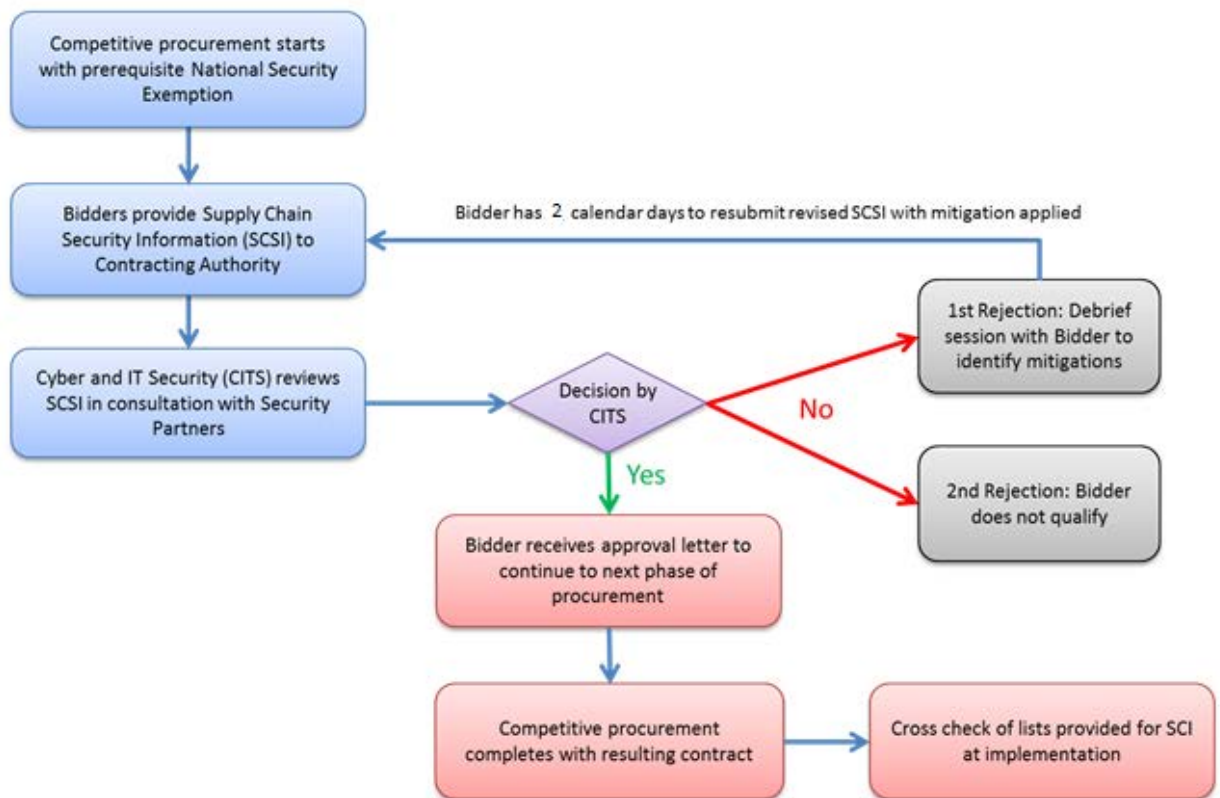
By submitting its SCS, the Bidder agrees to the terms of the following non-disclosure agreement (the “**Non-Disclosure Agreement**”):

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

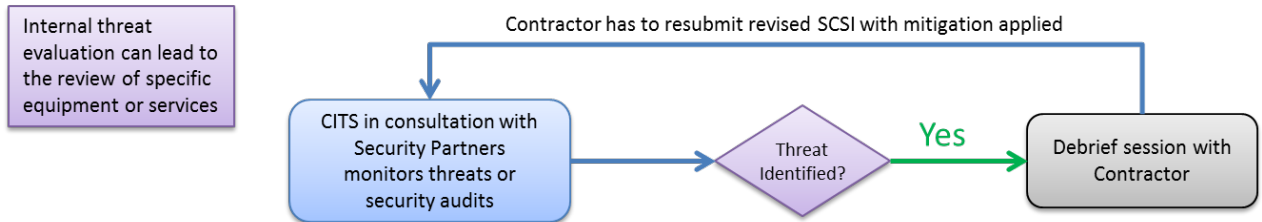
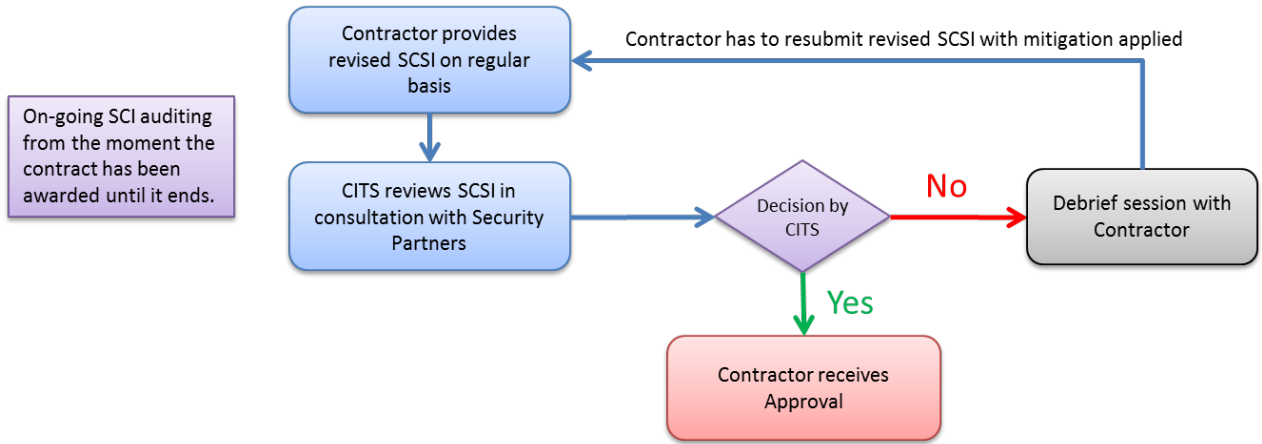
This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this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

Supply Chain Scope Diagram

SCI Process



SCI Post-Contract Process



ANNEX E – STANDING OFFER ACTIVITY REPORT

Offero	Quarter	Order Type	Department	Department - Long	Call-up	Order Date	Category	Systems	Subtotal	Total	Reseller	Group
1	2	3	4	5	6	7	8	9	10	11	12	13

Notes:

- 1 Enter **Offer** Name
- 2 Enter Quarter and Year - ie., **QX 201X** (Q1 2010 April - June 2010, Q2 2010 = July - Sep 2010, ...)
- 3 Enter **Order Type** (**CU** = Call-up, **EC** = Elevated Call-up, **RVD** = Request for Volume Discount Contract, **AMD** = RVD Amendment)
- 4 Leave Blank - for SSC use
- 5 Enter **Department**
- 6 Enter Call-up **Order Number**
- 7 Enter Order **Date (MM/DD/YY)**
- 8 Enter Category (**1.0, 2.0, 3.0, 4.0, 5.0, 6.0**)
- 9 Enter **Number of Systems** only
- 10 Enter **Subtotal** value of order excluding taxes and environmental fees
- 11 Enter **Total** value of order including taxes and environmental fees
- 12 Enter **Reseller** name (optional)
- 13 Leave Blank - for SSC use

FORM 1 – STANDING OFFER SUBMISSION FORM

SSC Solicitation No. 2BH873479/A Bid Submission Form			
Bidder's full legal name <i>[Note to Bidders: Bidders should take care to identify the correct legal name as the Bidder.]</i>			
Authorized representative of bidder for evaluation purposes (e.g., clarifications)	Name		
	Title		
	Address		
	Telephone #		
	Email		
Contractor representative for contract management (if different from above)	Name		
	Title		
	Address		
	Telephone #		
	Email		
Information for SACC 4001 and 4004	Toll-free Telephone #		
	Website for Maintenance & Support Service		
Bidder's Procurement Business Number (PBN) <i>[see SSC's Standard Instructions. Please make sure that your PBN matches the legal name under which you have submitted your bid. If it does not, the bidder will be determined based on the legal name provided, not based on the PBN, and the bidder will be required to submit the PBN that matches the legal name of the bidder.]</i>			
<p>Federal Contractors Program for Employment Equity Certification</p> <p>Please see the section of SSC's Standard Instructions entitled "Federal Contractors Program for Employment Equity" for more information.</p> <p>Please check one of the boxes or provide the required information. If you are submitting a bid as a joint venture, please provide this information for each member of the joint venture.</p>	The bidder certifies having no work force in Canada	Yes	
		No	
	The bidder certifies being a public sector employer	Yes	
		No	
	The bidder certifies being a federally regulated employer subject to the <i>Employment Equity Act</i>	Yes	
		No	
	The bidder certifies having a combined work force in Canada of less than 100 permanent full-time, part-time and temporary employees.	Yes	
		No	
	The bidder has a combined workforce in Canada of 100 or more permanent full-time, part-time and temporary employees.	Yes	
		No	
	Valid and current Certificate number		
	The bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour.	Yes	
	No		
Requested Canadian province or territory for applicable laws			

<p>On behalf of the bidder, by signing below, I confirm that I have read the entire solicitation, including the documents incorporated by reference into the solicitation, and I certify and agree that:</p> <ol style="list-style-type: none">1. The bidder considers itself and its products able to meet all the mandatory requirements described in the solicitation;2. The bid is valid for the period specified in the solicitation;3. All the information provided in the bid is complete, true and accurate;4. The bidder has read and complies with the obligations of the PSPC Code of Conduct for Procurement (http://www.tpsgc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html); <p>and</p> <ol style="list-style-type: none">5. The bidder agrees to be bound by all the terms and conditions of this solicitation, including the documents incorporated by reference into it.	
Signature of Authorized Representative of Bidder	

FORM 2 – INTEGRITY CHECK FORM

Note to An offers: Please note that this form does duplicate some information from the offer Submission Form.

This is because this form will be provided to Public Services and Procurement Canada (PSPC) to perform the integrity check. PSPC will not have access to the offer Submission Form and therefore requires some of the same information.

Integrity Check Form for Shared Services Canada Solicitation	
An offer’s full legal name <i>[Note to An offers: An offers who are part of a corporate group should take care to identify the correct corporation as The offer.]</i>	
Contact Information for Authorized Representative of An offer for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
An offer’s Procurement Business Number (PBN) <i>[see SSC’s Standard Instructions. Please make sure that your PBN matches the legal name under which you have submitted your an offer. If it does not, The offer will be determined based on the legal name provided, not based on the PBN, and The offer will be required to submit the PBN that matches the legal name of The offer.]</i>	
Names of All Members of The offer’s Board of Directors <i>[please use “first name, middle name (if applicable), last name” format – e.g., Maria Jane Smith)]</i> <i>[please add as many cells as necessary to provide all the names.]</i>	

FORM 3 – ABORIGINAL BUSINESS CERTIFICATION FORM

In order to be considered for contract award, The offer must be an “Aboriginal Business” in accordance with the requirements established by Aboriginal Affairs and Northern Development Canada (AANDC) (see <http://www.aadnc-aandc.gc.ca/eng/1100100033060/1100100033061>). When an Aboriginal business has six or more full-time employees at the date of submitting The offer, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of any contract resulting from a subsequent phase of this procurement process.

By submitting this form with its signed offer to the solicitation, the offeror:

- a) certifies that it is an Aboriginal Business, in accordance with the definition established by AANDC, because The offer is (*please check the appropriate box*):

A band as defined by the <i>Indian Act</i> ;	
A sole proprietorship in which Aboriginal persons have at least 51 percent ownership and control;	
A limited company in which Aboriginal persons have at least 51 percent ownership and control;	
A co-operative in which Aboriginal persons have at least 51 percent ownership and control;	
A partnership in which Aboriginal persons have at least 51 percent ownership and control;	
A not-for-profit organization in which Aboriginal persons have at least 51 percent ownership and control; or	
A joint venture consisting of two or more Aboriginal Businesses or an Aboriginal Business and a non-Aboriginal Business(es), provided that the Aboriginal Business(es) has at least 51 percent ownership and control of the joint venture.	

- b) certifies that (*please check the appropriate box*):

The Aboriginal business has fewer than six full-time employees; or	
The Aboriginal business has six or more full-time employees and at least thirty-three percent of them are Aboriginal persons.	

- c) certifies that it meets (and that any subcontractor it engages to perform any part of the work under any resulting standing offer will meet), and will continue to meet throughout the duration of any resulting standing offer, all the other the requirements described in Annex 9.4 of the Public Services and Procurement Canada Supply Manual (see <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4>);
- d) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in Annex 9.4 of the Public Services and Procurement Canada Supply Manual (see <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4>).

The offer must provide all information and evidence requested by the Standing Offer Authority with respect to this certification. The offer make this evidence available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The offer must provide all reasonably required facilities for any audits.

FORM 4 – OEM CERTIFICATIONS FORM

OEM Certification Form	
This confirms that the original equipment manufacturer (OEM) identified below has authorized the offeror named below to provide and maintain its products under any contract resulting from a solicitation issued as part of the procurement process initiated further to the solicitation identified below.	
Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Date signed	_____
Solicitation Number	_____
Name of Offeror	_____
The definition of "OEM" for the purposes of this certification can be found in SSC's Standard Instructions.	

FORM 5 – SOFTWARE PUBLISHER CERTIFICATION FORM

Software Publisher Certification Form

(to be used where The offer itself is the Software Publisher)

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

[an offers should add or remove lines as needed]

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

FORM 6 – SOFTWARE PUBLISHER AUTHORIZATION FORM

Software Publisher Authorization Form

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

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

This authorization applies to the following software products:

[an offers should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Invitation to Qualify Number _____

Name of An offer _____

FORM 7 – SUBSTANTIATION OF COMPLIANCE MATRIX

Reference to paragraph in Annex A – Technical Specification	Substantiation of Compliance <i>(explain how the Product meets the mandatory technical specifications)</i>	Reference <i>(refer here to any additional technical documentation <u>included with your offer</u> by indicating the document, page number and paragraph number where the information can be found)</i>

FORM 8 - SUPPLY CHAIN SECURITY INFORMATION FORM

Note: *See attached excel spreadsheet entitled 2BH873479/A SCSI Form 8.*