



SHARED SERVICES CANADA

Request for Quotation for Wifi Tools

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|-----------------|-------------|---------------------|-------------------|
| Solicitation No | 2BH946534/B | Date | February 19, 2020 |
| GCDocs File No. | 66036890 | GETS Reference No. | PW-20-00907583 |
| Reference No. | 46534 | P2P Solicitation No | N/A |

| | | | |
|--|--|--|--|
| Issuing Office | Shared Services Canada 180 Kent Street, 13 th Floor Ottawa, Ontario K1P 0B5 | | |
| Contracting Authority (The Contracting Authority is the contact for all aspects of the procurement process, including questions and comments about this document) | Name | Lauren Costantini | |
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| | Email Address | Lauren.costantini@canada.ca | |
| | Postal Address | 180 Kent Street, 13 th Floor Ottawa, Ontario K1P 0B5 | |
| Closing Date and Time | 12:00 PM- February 21, 2020 “Solicitation Closing” | | |
| Time Zone | Eastern Standard Time (EST) | | |
| Destination of Goods/Services | Ottawa, ON K1A 0R2 | | |
| Invoices | To be inserted at contract award. | | |
| Email Address for Submitting your Bid by Solicitation Closing | Lauren.costantini@canada.ca | | |
| Vendor Name and Signature | | | |
| Name, title of person authorized to sign (type or print) | Signature | Date | |



SHARED SERVICES CANADA

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SHARED SERVICES CANADA

Request for Quotation for Wifi Tools

1. General Information

1.1 Overview

- a) **SSC Requirement and Potential Client Users:** This solicitation is being issued by Shared Services Canada (SSC). SSC is a federal government department that acts as a shared services organization. Any resulting instrument(s) will be used by SSC to provide shared services to one or more of its Clients. SSC's "**Clients**" include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the life of any resulting instrument(s), and those other organizations for whom SSC's services are optional at any point during the life of any resulting instrument(s) and that choose to use those services from time to time. In addition to the Government of Canada, SSC may also serve a government of a province or municipality in Canada, a Canadian aid agency, a public health organization, an intergovernmental organization or a foreign government.
- b) **Non-Exclusive Engagement:** This procurement process does not preclude SSC from using another method of supply for any of its Clients with the same or similar needs, unless any resulting instrument expressly indicates otherwise. Also, no government of a province or municipality in Canada, Canadian aid agency, public health organization, intergovernmental organization or foreign government is ever required to use any resulting instruments.
- c) **Nature of Requirement:** SSC has a requirement for Shared Services Canada to provide Wifi Tools as per Annex A – List of Deliverables and Prices.
- d) **Number of Resulting Contract(s):** SSC intends to award one contract.
- e) **Term of Resulting Contract(s):** SSC is currently contemplating a contract period of 5 years.

1.2 National Security Exception

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

1.3 Security Requirements

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

There is no security requirements applicable to this Contract.

2. Instructions for Bidders

2.1 Standard Instructions, Clauses and Conditions

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

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

- b) Section 01 only of Public Services and Procurement Canada's 2003 Standard Instructions - Goods or Services - Competitive Requirements (bearing the most recent date before the date this solicitation was issued) is incorporated by reference into and forms part of this solicitation.
- c) SSC's Standard Instructions for Procurement Documents No. 1.1 ("**SSC's Standard Instructions**") are incorporated by reference into and form part of the solicitation. If there is a conflict between the provisions of SSC's Standard Instructions and this document, this document prevails.
- d) With respect to SSC's Standard Instructions:
 - (i) The bid validity period is as set out in SSC's Standard Instructions.
 - (ii) **No Substitute Products:** Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.
- e) By submitting a bid, as set out in the Bid Submission Form, the bidder is confirming that it agrees to be bound by all the instructions, clauses and conditions of the solicitation, including those incorporated by reference.

2.2 Questions and Comments

Questions and comments about this solicitation can be submitted in accordance with the section of SSC's Standard Instructions entitled "**Communications**". However, instead of the deadline specified in SSC's Standard Instructions, the deadline for submitting questions is 4 business day before closing date.

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).

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

3.1 General Instructions

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

3.2 Electronic Submission of Bids by Email

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

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

- c) **Email Size:** Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed 15 MB. Except as expressly provided below, only emails that are received at the Email Address for Bid Submission by Solicitation Closing will be considered part of the bid.
- d) **Email Title:** Bidders are requested to include the Solicitation No. identified on the cover page of this document in the "subject" line of each email forming part of the bid.
- e) **Time of Receipt:** All emails received at the Email Address for Bid Submission showing a "received" time before Solicitation Closing will be considered timely. In the case of a dispute regarding the time at which an email arrived at SSC, the time at which the bid is received by SSC will be determined:
 - (i) by the delivery time stamp received by the bidder if the bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
- f) 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.
- g) **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.
- h) **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 attachments 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. 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.
- i) **Hand-Delivered Bids:** SSC will accept a hand-delivered bid (as a back-up in addition to the P2P submission), in which case the following applies:
- (i) The hand-delivered bid can be:
 - (A) a soft copy on CD-ROM, or DVD;
 - (B) a hard copy (i.e., printed on paper); or
 - (C) a combination of soft and hard copies,provided that any pricing tables that were provided by SSC to be completed by the bidders are submitted as a soft copy.
 - (ii) The hand-delivered bid must be delivered by a representative of the bidder in person or by a courier. SSC will not accept any bid delivered by regular mail.
 - (iii) The hand-delivered bid must be received by an SSC representative before Solicitation Closing at the address shown on the cover page of this document (or an alternate location arranged with the Contracting Authority in writing).
 - (iv) SSC will only accept a hand-delivered copy of the bid if the bidder has coordinated delivery of that bid with the Contracting Authority. As indicated above, an SSC representative will be available at the Contracting Authority's telephone number during the 4 hours before Solicitation Closing, including for the purpose of coordinating the receipt of hand-delivered bids (the Contracting Authority may also agree, at SSC's discretion, to be available at another time before Solicitation Closing to receive the bid).
 - (v) The only circumstances in which SSC will accept a hand-delivered bid after Solicitation Closing is if the bidder can show that the SSC representative was unavailable to receive the hand-delivered bid at the coordinated time, or that no SSC representative was available at the Contracting Authority's telephone number (and no SSC representative responded to voicemail messages left at that telephone number) during the 4 hours leading up to Solicitation Closing.
 - (vi) SSC will consult the hand-delivered bid only if there are problems (e.g., missing files, corrupt file, file not readable by SSC, etc.) with all or a portion of the bid submitted by email by Solicitation Closing or if no email bid is received by Solicitation Closing. If SSC consults the hand-delivered bid, it will prevail over the electronically submitted bid.

3.3 Supply Chain Security Information (SCSI) Submission

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

3.4 Technical Bid

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

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

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

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

| | |
|---|-----|
| Equipment and Software is "Off-the-Shelf" | N/A |
| System is "Off-the-Shelf" | N/A |

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

| | |
|--|---|
| OEM Certification Form (Form 3) | Required – please provide the information using the OEM Certification Form provided in the attachments |
| Software Publisher Certification Form (Form 4) | Required – please provide the information using the Software Publisher Certification Form provided in the attachments |
| Software Publisher Authorization Form (Form 5) | Required – please provide the information using the Software Publisher Authorization Form provided in the attachments |

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

- d) **List of Deliverables:** Bidders must provide the part numbers for each item described in Annex A – List of Deliverables and Prices.
- e) **List of Proposed Software:** The bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed software solution described in Annex A – List of Deliverables and Prices.

3.5 Financial Bid

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

4. Evaluation Process

4.1 General Evaluation Procedures

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

4.2 Technical Evaluation

- a) Bids will be reviewed to determine whether they meet the mandatory requirements of the RFQ. All elements of the RFQ that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. If the bid with the lowest Total Evaluated Price is responsive, Canada reserves the right to not review the other bids.

4.3 Financial Evaluation

- a) The financial evaluation will be conducted by calculating the Total Evaluated Price (TEP) using the Pricing Tables completed by the bidders (see Annex A).
 - (i) $TEP = \text{Firm Deliverables Evaluated Price}$
- b) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, Canadian customs duties and excise taxes included.
- c) **Evaluation of Price - Canadian / Foreign Bidders:**
 - (i) Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - (ii) Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
 - (iii) Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
 - (iv) For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

4.4 SCSI Assessment Process

Canada will assess the Supply Chain Security Information of the bid with the lowest Total Evaluated Price in accordance with Attachment B. Canada must approve the SCSI in order for the bid to be declared compliant.

4.5 Evaluation of Other Eligibility Requirements

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

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

4.6 Basis for Recommending a Bid for Award

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

5. Resulting Contract Clauses

5.1 Requirement

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

5.2 Security Requirement

There is no security requirement applicable to this Contract.

5.3 Condition of Material

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

5.4 Standard Clauses and Conditions

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

5.5 General Conditions:

2030 (2018-06-21), General Conditions – High Complexity - Goods, apply to and form part of the Contract. These General Conditions are amended as follows:

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

5.6 Supplemental General Conditions:

- a) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.
- b) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software; and Section 08 is replaced as follows: The license to use the Licensed Software under the Contract is transferable by Canada under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department or Crown corporation, as defined in the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time, or to any other party for which Shared Services Canada has been authorized to act under section 8 of the Shared Services Canada Act, L.C. 2012, ch.19, art 711 as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring. For the purposes of this section, in the circumstances where an Entity License is transferred, such license will be capped at the number of users in the transferring department, corporation, agency or other party before the transfer.
- c) 4004 (2013-04-25), Supplemental General Conditions – Maintenance and Support Services for Licensed Software.

5.7 Contract Period:

- a) **Contract Period:** The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends 3 years later.

5.8 Delivery Date

- a) All Firm Deliverables must be received on or before 30 federal government working days from Contract award.
 - (i) If contract award is close to year end, the Firm Deliverables must be completed on or before March 31st and the Contractor must ensure it contacts the appropriate delivery authorities by no later than 48 hours before the delivery to arrange delivery for March 31.
 - (ii) Regardless of the Firm Delivery Date, if delivery is not made by the Contractor on or before 11:59pm on March 31st of the current fiscal year, Canada may, at its sole option:
 - (A) refuse delivery (which may involve returning the shipment to the Contractor at the Contractor's sole cost) and terminate the contract for default, without providing any opportunity to cure; or
 - (B) accept delivery and reduce the price payable for all the goods delivered late by 15% before any Applicable Taxes.
 - (iii) If the Contractor misses more than one year-end delivery (i.e., if the Contractor fails to deliver the required goods by March 31st of the current fiscal year under more than one contract issued by SSC or issued pursuant to any SSC procurement instrument), SSC reserves the right not to accept bids from that Contractor during the period from January 1 to March 31st of the following fiscal year.
 - (iv) If Canada terminates this Contract for default, the Contractor agrees that it will not be permitted to bid on any follow-on process to procure the required goods or services it did not provide under the terminated contract.

5.9 Delivery Location

DDP Destination Ottawa, ON including all delivery charges and customs duties and Applicable Taxes.

5.10 Authorities

a) Contracting Authority

The Contracting Authority for the Contract is:

Lauren Costantini
Procurement Officer
Shared Services Canada
180 Kent Street, 13th Floor
Ottawa, Ontario K1P 0B5
Telephone: 343-550-1881
Email: lauren.costantini@canada.ca

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

b) **Project Authority**

The Project Authority for the Contract is:

"[The name and contact information will be provided in the resulting contract]"

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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

c) **Contractor Representative**

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

The Contractor Representative for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

E-mail address: _____

5.11 Payment

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

(i) **Purchased Hardware:** For providing the Hardware in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex A – List of Deliverables and Prices, DDP destination, including all customs duties, GST/HST extra.

(ii) Clients are responsible to pay for any Environmental Handling Fee (EHF) applicable to the deliverables in Annex A, and based on the delivery address(es).

The Total Price of the Firm Deliverables is \$ _____ and will be included in the Total Estimated Cost indicated on page 1 of the Contract.

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

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

- d) **Licensed Software, Maintenance and Support:** For the license(s) to use the Licensed Software (including delivery, warranty and the Licensed Documentation), in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex A, FOB destination, including all customs duties, Applicable Taxes extra. The firm prices include the warranty during the Software Warranty Period and maintenance and support during the Software Support Period.
- e) **Limitation of Expenditure**
- i. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract. With respect to the amount set out on page 1 of the Contract, Customs duties are excluded and Applicable Taxes are included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
- (1) it is 75 percent committed, or
(2) 4 months before the Contract expiry date, or
(3) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- iii. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- f) If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and owe. In the case of disputed invoices, the invoice will only be considered to have been received for the purposes of the section of the General Conditions entitled "Interest on Overdue Accounts" once the dispute is resolved.
- g) **Method of Payment - Single Payment**
- H1000C (2008-05-12), Single Payment

5.12 Discounts for Late Deliveries and Reimbursement of Reprocurement Costs

- a) If any Products are not delivered by the Delivery Date, and Canada does not terminate the Contract for default and instead provides the Contractor with additional time to make delivery, the Contractor agrees to reduce the price of the Products by:
- (i) 2% of the value of the Products delivered late, if they are delivered within 1 week of the Delivery Date;
- (ii) 5% for late delivery within 2 weeks of the Delivery Date; and

- (iii) 10% for late delivery more than 2 weeks after the Delivery Date.
- (iv) 15% for late delivery more than 3 weeks after the Delivery Date.
- b) If any Products are not configured as required by the Contract, and Canada does not terminate the Contract for default and instead provides the Contractor with an opportunity to re-configure the Products in accordance with the Contract, the Contractor agrees to reduce the price of the Products by 5% of the total value of the Products that are NOT in accordance with the System configuration or the alternative configuration described in the Contract, in addition to the liquidated damages payable for late delivery of the Products (i.e., where the re-configured goods are delivered after the Delivery Date, the price must also be discounted as described in sub-article 5.12a).
- c) These discounts constitute liquidated damages and, in total, will not exceed 15% of the total value of the Contract. The Parties agree that these amounts are their best pre-estimate of the loss to Canada in the event of the defaults described, and that they are not intended to be, nor are they to be construed as, a penalty.
- d) If this Contract is terminated by Canada for default, the Contractor must reimburse Canada for any difference in cost between the contract price for the Products and the cost of procuring the Products from another supplier.
- e) To collect the liquidated damages, Canada has the right to hold back, drawback, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- f) Nothing in this article limits the rights and remedies to which Canada is otherwise entitled under this Contract (including the right to terminate the Contract for default), or the law generally.

5.13 Invoicing Instructions

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

5.14 Certifications - Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the

Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

5.15 Applicable Laws

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

5.16 Taxes – Foreign-based Contractor

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

5.17 Priority of Documents

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

- a) the Articles of Agreement;
- b) Supplemental General Conditions, in the following order:
 - (i) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
 - (ii) 4003 (2010-08-16), Licensed Software;
 - (iii) 4004 (2013-04-25), Supplemental General Conditions – Maintenance and Support Services for Licensed Software;
- c) General conditions 2030 (2018-06-21), High Complexity - Goods;
- d) Annex A, List of Deliverables and Prices; and
- e) the Contractor's bid dated _____ .

5.18 Hardware

With respect to the provisions of Supplemental General Conditions 4001:

| | |
|--|-----|
| Part III of 4001 applies to the Contract (Additional Conditions: Purchase) | Yes |
|--|-----|

| | |
|---|--|
| Part V of 4001 applies to the Contract (Additional Conditions: Maintenance) | Yes |
| Delivery Location | See page 1 of the Contract |
| Delivery Date | As specified in section 5.8 under the section titled Delivery Date |
| Contractor must deliver Hardware Documentation | Yes, 1 complete set with each product delivered |
| Contractor must update Hardware Documentation throughout Contract Period | No Section 7(5) of 4001 does not apply to the Contract. |
| Hardware Documentation must include maintenance documentation | No |
| Language of Hardware Documentation | The Hardware Documentation must be delivered in either English or French, based on the Identified User's selection, as indicated in the Contract. If the Contract does not indicate the Identified User's choice of language, the Hardware Documentation must be delivered in English. If available, the Hardware Documentation must be delivered in bilingual format. |
| Special Delivery Requirements | No |
| Special Site Delivery or Installation Requirements | No |
| Contractor must Install Hardware at time of Delivery | No |
| Contractor must Integrate and Configure Hardware at time of Installation | No |
| Hardware Warranty Period | Despite 4001, the Hardware Warranty Period under Part V is 36 months. |
| Hardware is part of a System | Yes, the System includes the Hardware and the Licensed Software. |
| Toll-free Telephone Number for Maintenance Service | In Form 1 – Bid Submission Form. |

5.19 Licensed Software

With respect to the provisions of Supplemental General Conditions 4003:

| | |
|-------------------|---|
| Licensed Software | The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those |
|-------------------|---|

| | |
|--|--|
| | products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products listed as per Annex A. |
| Type of License being Granted | Perpetual and Subscription |
| Number of Users Licensed | 14 |
| Delivery Location | Will be specified on the cover page |
| Media on which Licensed Software must be Delivered | N/A |
| Term of License | As per Article 5.7. Contract Period |
| Source Code Escrow Required | No |

- a) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or “build” originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 3 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or “build” of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

5.20 Licensed Software Maintenance and Support

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

which will be made available by the Software Publisher during the Software Maintenance Period.

- b) With respect to the provisions of Supplemental General Conditions 4004:

| | |
|---|---|
| Software Support Period | The Software Support Period is the Contract Period. |
| Contact Information for Accessing the Contractor's Support Services | In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: _____ Toll-free Fax Access: _____ Email Access: _____ |
| Language of Support Services | The Support Services must be provided in both French and English, based on the choice of the User requesting support. |

5.21 Safeguarding Electronic Media

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

5.22 Limitation of Liability - Information Management/Information Technology

N0000C (2013-04-25), Limitation of Liability - Information Management/Information Technology, apply to and form part of the Contract. These clauses are amended as follows:

- a) Section 2, sub-paragraph e. ii. is amended as follows: delete in its entirety and insert:
 - (ii) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.5 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1 million.

In any case, the total liability of the Contractor under paragraph e. will not exceed the total estimated cost (as defined above) for the Contract or \$1 million, whichever is more.

5.23 On-going Supply Chain Integrity Process

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

- (ii) a list of subcontractors.

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

- b) **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI information contained in Attachment B. 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 SCSI that have already been the subject of an SCSI assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.
- d) **Addressing Security Concerns:**
 - (i) If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.

- (ii) At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
 - (A) provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
 - (B) if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
 - (C) implement the mitigation plan approved by Canada.
 - (D) 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) and General Conditions 2035, Subsection 8(3).
- (v) Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

5.24 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) and Subsection 22(3) of General Conditions 2035 (General Conditions – Higher Complexity – Services), 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.

5.25 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.

5.26 Access to Canada's Property and Facilities

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

FORM 1 BID SUBMISSION FORM

| SSC Solicitation No. 2BH946534 / 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) Please check this box if the Contractor Representative is the same as the Authorized Representative: <input type="checkbox"/> Yes | 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> | |
| Requested Canadian province or territory for applicable laws | |
| 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: <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the solicitation; 2. The bid is valid for the period specified in the solicitation; 3. All the information provided in the bid is complete, true and accurate; 4. The bidder has read and complies with the obligations of the PSPC Code of Conduct for Procurement (http://www.tpsgc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html); and 5. The bidder agrees to be bound by all the terms and conditions of this solicitation, including the documents incorporated by reference into it. | |
| Signature of Authorized Representative of Bidder | |

FORM 2 INTEGRITY CHECK FORM

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

| Integrity Check Form for Shared Services Canada Solicitation | | | | | | | | | | | | | |
|--|--|------|--|-------|--|---------|--|-------------|--|-------|--|-------|--|
| Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the bidder.]</i> | | | | | | | | | | | | | |
| Contact Information for Authorized Representative of Bidder for evaluation purposes (e.g., clarifications) | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20%; padding: 2px;">Name</td><td style="width: 80%;"></td></tr> <tr><td style="padding: 2px;">Title</td><td></td></tr> <tr><td style="padding: 2px;">Address</td><td></td></tr> <tr><td style="padding: 2px;">Telephone #</td><td></td></tr> <tr><td style="padding: 2px;">Fax #</td><td></td></tr> <tr><td style="padding: 2px;">Email</td><td></td></tr> </table> | Name | | Title | | Address | | Telephone # | | Fax # | | Email | |
| Name | | | | | | | | | | | | | |
| Title | | | | | | | | | | | | | |
| Address | | | | | | | | | | | | | |
| Telephone # | | | | | | | | | | | | | |
| Fax # | | | | | | | | | | | | | |
| Email | | | | | | | | | | | | | |
| Bidder's Procurement Business Number (PBN) <i>[see SSC's Standard Instructions. Please make sure that your PBN matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i> | | | | | | | | | | | | | |
| Names of All Members of the Bidder's Board of Directors <i>[please use "first name, middle name (if applicable), last name" format – e.g., Maria Jane Smith]</i> <i>[please add as many cells as necessary to provide all the names.]</i> | | | | | | | | | | | | | |

FORM 3 OEM CERTIFICATIONS FORM

OEM Certification Form

This confirms that the original equipment manufacturer (OEM) identified below has authorized the bidder named below to provide and maintain its products under any contract resulting from a solicitation issued as part of the procurement process initiated further to the solicitation identified below.

Name of OEM _____

Signature of authorized signatory of OEM _____

Print Name of authorized signatory of OEM _____

Print Title of authorized signatory of OEM _____

Address for authorized signatory of OEM _____

Telephone no. for authorized signatory of OEM _____

Fax no. for authorized signatory of OEM _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

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

FORM 4 SOFTWARE PUBLISHER CERTIFICATION FORM

Software Publisher Certification Form

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

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

[bidders should add or remove lines as needed]

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

FORM 5 SOFTWARE PUBLISHER AUTHORIZATION FORM

Software Publisher Authorization Form

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

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

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

ATTACHMENT A – SUPPLY CHAIN INTEGRITY PROCESS

A1. Condition of Contract Award

In order to be awarded a contract, the Bidder must complete the Supply Chain Integrity (SCI) assessment process and not be disqualified.

A1.1. 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 **Open Systems Interconnection Model OSI Model** (Layer 2) and above; any software; and any Workplace Technology Devices;
- a) “**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;
- b) “**Product Manufacturer**” means the entity that assembles the component parts to manufacture the final Product;
- c) “**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;
- d) “**Canada’s Data**” means any data originating from the Work, any data received in contribution to the Work or any data that is generated as a result of the delivery of security, configuration, operations, administration and management services, together with any data that would be transported or stored by the contractor or any subcontractor as a result of performing the Work under any resulting contract; and
- e) “**Work**” means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any resulting contract.

A1.2. Bid Submission Requirements (Mandatory at Bid Closing)

Bidders must submit with their bids, by the closing date, the following:

- (A) **Ownership Information** for the Bidder and each of the Original Equipment Manufacturers (OEMs) selected by the bidder and subcontractors including:
 - (1) Provide their Dunn & Bradstreet number, or:
 - (I) Investors/Shareholders Information:
 - (i) For privately owned companies, the Bidder must provide a list of all its shareholders. If the company is a subsidiary, this information must be provided for all parent corporations.
 - (ii) For publicly traded companies, the Bidder must provide a list of those shareholders who hold at least 1% of the voting shares;

- (iii) Further information about other shareholders must be provided if requested by Canada;
 - (II) C-Suite
 - (III) Board of Directors
- (2) Corporate Website link
- (B) **IT Product List:** Bidders must identify the Products over which Canada's Data would be transmitted and/or on which Canada's Data would be stored, or that would be used and/or installed by the Bidder or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product:
 - (1) **OEM:** identify the name of the Original Equipment Manufacturer.
 - (2) **Product Code:** Enter the OEM's code for the product.
 - (3) **Product Family or Product Model Name/Number:** identify the advertised family or name/number of the Product assigned to it by the OEM;
 - (4) **Product Website Link:** A URL to the product family on the vendor's website, or a URL to the vendor's specific model and version.

Vulnerability Information: If the company participates in the Common Vulnerability Enumeration (CVE) disclosure process, provide the 5 most recent CVE identifiers in a semi-colon (;) separated list. If the company has alternative methods to report security vulnerabilities to customers, the 5 more recent advisories / bulletins from the vendor, related to the Model / Version in question, must be provided. Submitting the information set out above is mandatory. Canada requests that bidders provide the IT Product List information by using the SCSI Submission Form, but the form in which the information is submitted is not itself mandatory. Canada also requests that, on each page, bidders indicate their legal name and insert a page number as well as the total number of pages. Canada further requests that Bidders insert a separate row in the SCSI Submission Form for each Product. Finally, Canada requests that Bidders not repeat multiple iterations of the same Product (e.g., if the serial number and/or the color is the only difference between two Products, they will be treated as the same Product for the purposes of SCSI).

A2. ASSESSMENT OF SUPPLY CHAIN SECURITY INFORMATION:

A2.1. 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 FGWD (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.
- a) 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.

A2.2. If, in Canada's opinion, there is a possibility that any aspect of the Supply Chain Security Information, if used by Canada, 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 a minimum of 3 opportunities to submit revised SCSI in order to address Canada's concerns. The first revised SCSI must be submitted within the **10 calendar days** following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the first revised SCSI submitted after bid closing, the second revised SCSI must be submitted within **5 calendar days** (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the second revised SCSI submitted after bid closing, the third revised SCSI must be submitted within **3 calendar days** (or a longer period specified in writing by the Contracting Authority). **With respect to the revised SCSI submitted each time, the Bidder must indicate in its response whether the revision affects any aspect of its technical bid or certifications. The Bidder will not be permitted to change any price in its bid, but will be permitted to withdraw its bid if it does not wish to honour the pricing as a result of required revisions to the SCSI.** Each time the Bidder submits revised SCSI within the allotted time, Canada will perform a further assessment of the revised SCSI and the following will apply:
 - (1) If, in Canada's opinion, there is a possibility that any aspect of the Bidder's revised SCSI could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, the Bidder will be provided with the same type of notice described under paragraph (a) above. If, in Canada's opinion, the third post-bid-closing revised SCSI submission still raises concerns, any further opportunities to revise the SCSI will be entirely at the discretion of Canada and the bid may be disqualified by Canada at any time.

- (2) If the bid is not disqualified as a result of the assessment of the SCSI (as revised in accordance with the process set out above), after receiving the final revised SCSI, Canada will assess the impact of the collective revisions on the technical bid and certifications to determine whether they affect:
 - (I) the Bidder's compliance with the mandatory requirements of the solicitation;
 - (II) the Bidder's score under the rated requirements of the solicitation, if any; or
 - (III) the Bidder's ranking vis-à-vis other bidders in accordance with the evaluation process described in the solicitation.
- (3) If Canada determines that the Bidder remains compliant and that its ranking vis-à-vis other bidders has been unaffected by the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Contracting Authority will recommend the top-ranked bid for contract award, subject to the provisions of the bid solicitation.
- (4) If Canada determines that, as a result of the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Bidder is either no longer compliant or is no longer the top-ranked bidder, Canada will proceed to consider the next-ranked bid for contract award, subject again to the provisions of the solicitation relating to the assessment of the SCSI submitted at bid closing, and to the assessment of any revised SCSI submitted after bid closing in accordance with the above provisions.

A2.3. By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. As a result:

- a) satisfactory assessment does not mean that the same or similar SCSI will be assessed in the same way for future requirements; and during the performance of any contract resulting from this bid solicitation, if Canada has concerns regarding certain products, designs or subcontractors originally included in the SCSI, the terms and conditions of that contract will govern the process for addressing those concerns.

A2.4. By submitting its SCSI, and in consideration of the opportunity to participate in this process, the Bidder agrees to the terms of the following non-disclosure agreement (the "**Non-Disclosure Agreement**"):

- a) The Bidder agrees to keep confidential and store in a secure location any information it receives from Canada regarding Canada's assessment of the Bidder's 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.

This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel (i.e., Sensitive Information that is known, but not limited to writing) would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information). Canada may require that the Bidder provide written confirmation that all hard and soft copies of records that include Sensitive Information have been returned to Canada.

ATTACHMENT B – SUPPLY CHAIN SECURITY INFORMATION FORM

Note: *See attached excel spreadsheet entitled Attachment B – SCSI Form*

ANNEX A – LIST OF DELIVERABLES AND PRICES

**See attached excel spreadsheet entitled Annex A – List of Deliverables and Prices*