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## Revision to a Request for a Standing Offer

## Révision à une demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

## Comments - Commentaires

## Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

## Issuing Office - Bureau de distribution

Special Projects/Projets Spéciaux  
Terrasses de la Chaudière 4th Floor  
10 Wellington Street  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> LiveScan		
<b>Solicitation No. - N° de l'invitation</b> M7594-191708/B		<b>Date</b> 2020-07-28
<b>Client Reference No. - N° de référence du client</b> M7594-191708		<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> 107zl.M7594-191708	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZL-107-38315		
<b>Date of Original Request for Standing Offer</b> Date de la demande de l'offre à commandes originale		2020-07-16
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-08-27</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Address Enquiries to: - Adresser toutes questions à:</b> Chevrier, Stephane		<b>Buyer Id - Id de l'acheteur</b> 107zl
<b>Telephone No. - N° de téléphone</b> (613) 408-4356 ( )	<b>FAX No. - N° de FAX</b> ( ) -	
<b>Delivery Required - Livraison exigée</b>		
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>		
<b>Security - Sécurité</b> This revision does change the security requirements of the Offer. Cette révision change les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

<b>Acknowledgement copy required</b> <b>Accusé de réception requis</b>	<b>Yes - Oui</b> <input type="checkbox"/>	<b>No - Non</b> <input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

**SOLICITATION AMENDMENT 001****This solicitation amendment is raised to:**

1. Address the following clarification questions submitted by potential bidders; and
2. Modify the RFP if necessary.

**1. CLARIFICATION QUESTIONS AND ANSWERS**

Question #	RFP Reference	Title/ Topic	Clarification Question	Response #	Clarification Response
<b>Q1.1</b>	<b>Page 1 of the RFP</b>	Solicitation Closing Date	<p>The due date for Solicitation No: M7594-191708/B for Livescan is 8/27/2020.</p> <p>Due to the complexity and volume of requirements, we would like to respectfully request that the due date for responses be extended by 6 weeks.</p>	<b>R1.1</b>	Canada has considered the request and is not prepared to extend the Bid Solicitation closing date of August 27, 2020 at this present time.
<b>Q1.2</b>	<b>Appendix A: EFCD Statement of Requirements</b>	<b>Section 5.1.5</b> "The Vendor must have sold/supported at least 300 EFCDs to demonstrate their experience and ability to support the requirements stated in the SOR and its accompanying documents. (M)"	<p>As we are a 100% Canadian company (not a subsidiary of a foreign company), this requirement proves very difficult to attain in a market like Canada. Besides the RCMP and/or the OPP, there aren't many other avenues where one company could achieve the target of 300 stations sold/supported. However, for more than 20 years, our company has sold/supported close to 100 stations in Canada (criminal and/or civilian), and we believe this should be sufficient to qualify for the RFSO.</p> <p>Would this be acceptable to the RCMP?</p>	<b>R1.2</b>	<p>This is a national requirement to support all levels of the Canadian government with Livescans and Cardscans. This requirement includes 1000s of devices. There are many requirements, such as this one, that require extensive experience as well as a corporate infrastructure to deliver, install, maintain and support large quantities of devices in a timely manner to ensure operational readiness. The Vendor must have a proven track record of supporting these large quantities to ensure the safety and security of law enforcement personnel as well as Canadian citizens. Consequently, this limited experience would not be acceptable to the RCMP.</p>

<b>Q1.3</b>	<b>Annex D to Appendix A:</b> Detailed Workflow Requirements	<b>Section 4</b> "EFCD GUI General Requirements"	The way the requirements are laid out, seems to point to an existing workflow and GUI in an existing EFCD. Our system has the functionalities described in the document, however our workflow and GUI is different than what is described in the document.  Would this still be acceptable and meet the requirements?	<b>R1.3</b>	The requirements do not point to an existing workflow and GUI. The RCMP is not aware of any product that supports the workflow and GUI identified in the requirements. The workflow and GUI are specifically defined based on feedback from thousands of users to significantly improve operational readiness and the user experience. Consequently, a different workflow and GUI would not meet the requirements and is not acceptable.
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## 2. **MODIFICATIONS:**

The following modifications are raised by Canada:

### 1) **Solicitation Document**

#### **DELETE:**

Solicitation No. M7594-191708/A in the Header section of the Solicitation Document

#### **INSERT:**

Solicitation No. M7594-191708/B in the Header section of the Solicitation Document

### 2) **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES; Article 7.2.2 RCMP Security Requirements**

#### **DELETE IN ITS ENTIRETY**

#### **INSERT:**

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

1. The Company Security Officer must ensure through the Contract Security Program that the Offeror and individual(s) hold a valid security clearance at the required level.
2. The Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
3. The Offeror's personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold an appropriate RCMP clearance, granted or approved by RCMP (minimum Enhanced

Solicitation No. - N° de l'invitation

M7594-191708/B

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

107zl

Client Ref. No. - N° de réf. du client

M7594-191708

File No. - N° du dossier

107zl.M7595-191708

CCC No./N° CCC - FMS No./N° VME

**Reliability Status**). In addition, Offeror personnel must submit to a local verification of identity / information by RCMP, prior to admittance to the facility / site. The RCMP reserves the right to deny access to any facility / site or part thereof to any Offeror personnel, at any time. **Where work is to be undertaken on behalf of the RCMP, in addition to PERSEC requirements identified in the RFSO the contractor will also be required to meet RCMP Physical and IT security requirements.**

4. The Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Offeror must ensure that its personnel are made aware of and comply with this restriction.

5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISC/PWGSC.

6. The Offeror must comply with the provisions of the:

- (i) Security Requirements Check List attached at Appendix C;
- (ii) Industrial Security Manual (Latest Edition).

### **3) PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES; Article 7.11 Financial Limitation**

**DELETE IN ITS ENTIRETY**

**INSERT:**

The total cost to Canada resulting from Call-ups against the Standing Offer must not exceed the sum of \$37,500,000.00 (applicable taxes included) 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 sum, unless an increase is authorized.

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 three (3) 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 **in writing**.

### **4. APPENDIX K**

**DELETE IN ITS ENTIRETY AND REPLACE** with the version included in Solicitation Amendment 001.

**NO OTHER MODIFICATIONS ARE RAISED AS PART OF SOLICITATION AMENDMENT 001**

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## Definitions

In this Request for Standing Offers, unless the context otherwise requires.

### “Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

### “Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

### “Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

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## PART 1 - GENERAL INFORMATION

### Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

### Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

### Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and appendices, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |



- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Appendices include the Statement of Requirement, Basis of Payment, Security Requirement Check List, Insurance Requirements, Call-up Limitations Process, Call-up (942) Form, Task Authorization Limitations and Process, Task Authorization Form and Standing Offer Reporting,

## 1.2 Summary

The Royal Canadian Mounted Police (RCMP) has a requirement to competitively establish a National Master Standing Offer (NMSO) to Authorized Users for the supply, delivery, installation, integration, configuration, warranty, support and maintenance of Electronic Fingerprint Capture Devices (EFCDs), Simple Mail Transfer Protocol (SMTP) Servers - Single Point Of Interface (SPOI) Servers. This requirement includes hardware, software, documentation, and all other components/deliverables (excluding Government Furnished Equipment (GFE) required to provide fully operational EFCDs or SMTP-SPOI Servers that satisfies the requirements as stated throughout this RFSO.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- Province of New-Brunswick
  - City of Fredericton
- Province of Prince-Edward Island
- Province of Newfoundland & Labrador
- Province of Manitoba, including Manitoba Hydro crown corporation as well as the following optional user:
  - Rural Municipality of Riverdale
  - City of Brandon
  - Winnipeg Regional Health Authority
  - Shared Health Manitoba
  - City of Winnipeg

Only Identified Users will be authorized to issue call-ups against the NMSO. A list of Identified Users will be provided at 7.7 Identify Users

Call-ups against the resulting NMSO will be made on an "as-and-when-requested" basis by any authorized Federal, Provincial or Municipal Department/Agency for delivery to locations throughout Canada. The proposed Standing Offers will be for a period of two (2) years, plus four (4) two (2) year extension periods.

The scope of the NMSO will include Standalone (Ruggedized), Desktop and Portable Livescans as well as Cardscans and SMTP-SPOI Servers. The resulting NMSO will include a provision for Task Authorizations for professional services to modify or customize any devices included in the offering to satisfy specific Department/Agency requirements.

### **1.2.1 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **1.2.2 Comprehensive Land Claims Agreements (CLCAs)**

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

### **1.2.3 Procurement strategy for Aboriginal Business**

This procurement is not set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB).

### **1.2.4 Federal Contractors Program (FCP)**

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the Attachment "A" - Federal Contractors Program for Employment Equity - Certification.

### **1.2.5 Epost Connect**

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

## **1.3 Security Requirements**

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## **1.4 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## **1.5 Offer**

By submitting an Offer, the Offeror offers to provide and deliver the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

## 1.6 Disclosure of information – Optional Users

The following definitions apply to this provision only:

**“Optional Users”** are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

**“MASH entities”** are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as “Deliverables.”

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

## 1.7 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada’s [press release](#) provides additional information.

## 1.8 Conflict of Interest

Canada has employed the assistance of private sector contractors from Dalian Enterprises Inc. and Coradix Technology Consulting, in the preparation of this solicitation. By submitting a bid, the Offeror represents that there is no conflict of interest as stated above.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) ([2020-05-28](#)) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 03 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 240 days

### 2.2 Submission of Offers

Offers must be submitted only to Public Works Government Services (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2006, or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers

is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### **Definitions**

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

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If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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.

## **2.5 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.

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect system has a limit of 1GB per single message

posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications and Additional Information

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (6 hard copies and 2 soft copies on USB key)  
Section II: Financial Offer (1 hard copy and 1 soft copy on USB key)  
Section III: Certifications and Additional Information (2 hard copies and 2 soft copies on USB key)

This bid solicitation uses Portable Document Format (PDF) technology. To access the PDF form, bidders must have a PDF reader installed. If bidders do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms.

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- use 8.5 x 11 inch (216 mm x 279 mm) paper;
- use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, the Offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work in accordance with the Statement of Requirements.



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**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the pricing tables detailed in Appendix B, Basis of Payment. The total amount of applicable taxes must be shown separately if applicable.

**Section III: Certifications and Additional Information**

Offerors must submit the certifications and additional information required under Part 5.

- a) Offerors should complete their Certifications and Additional Information by using the PDF fillable form in Attachment 2 to Part 3 - Certifications and Additional Information.
- b) Offerors should complete the interactive form electronically before printing the document for submission. Offerors should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- c) The form should be signed.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada, Dalian Enterprises Inc. and Coradix Technology Consulting will evaluate the offers.

**4.1.1 Technical Evaluation****4.1.1.1 Mandatory Technical Criteria**

Mandatory evaluation criteria are included in Appendix A, Statement of Requirements and included in table form in Appendix K, Requirements Traceability Matrix.

**4.1.1.2 Point Rated Technical Criteria**

The point rated evaluation criteria are included in Appendix J, Evaluation Plan and Criteria. Proposals will be evaluated and scored in accordance with the specific evaluation criteria set out in Appendix J. The maximum allowable points for each rated requirements are indicated in Appendix J and its attachments. Offerors must meet an overall minimum threshold of 70% for the Rated Requirements.

**4.1.1.3 Benchmark Test Point Rated Technical Criteria**

The Benchmark point rated evaluation criteria are included in Attachment 1 to Appendix J, Evaluation Plan and Criteria. Proposals will be evaluated and scored in accordance with the specific evaluation criteria set out in Attachment 1 to Appendix J. The maximum allowable points for each rated requirements are indicated in Appendix J and its attachments. Offerors must meet an overall minimum threshold of 70% for the Benchmark Test Rated Requirements.



#### 4.1.2 Financial Evaluation

##### 4.1.2.1

Appendix J, Evaluation Plan and Criteria, provides details about how the bid pricing will be evaluated against the scoring method and the conditional selection pending demonstrated proof that the Offeror's solution is supported on the Government Furnished Equipment (GFE). SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

#### 4.2 Basis of Selection

4.2.1 The Basis of Selection is detailed in Appendix J, Evaluation Plan and Criteria.

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

#### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

##### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

##### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-) (<http://www.tpsgc-pwgsc.gc.ca/ci->

if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
4. Offerors may be required to meet additional security clearances through the Canadian Industrial Security Directorate (CISD) in order to satisfy specific Department/Agency security requirements in support of call-ups

### **6.2 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Appendix D – Insurance Requirements.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### Definitions and Interpretation

**a) Definitions:** In this Standing Offer, a capitalized term shall have the meaning attributed to that term in General Conditions *2009 Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

**b) Other Interpretative Provisions,** unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

## **Key Terms**

### **Definitions**

In this Standing Offer, unless the context otherwise requires,

#### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

#### **“Federal Identified User”**

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

#### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

#### **“General Information”**

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

### **Principal – Agent Relationship**

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

### **Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages,

compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

## **7.1 Offer**

- 7.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Requirements at Appendix "A".

## **7.2 Security Requirements**

### **7.2.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. M7594-191708**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Appendix C;
  - b) Industrial Security Manual (Latest Edition).

### **7.2.2 RCMP Security Requirements:**

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

1. The Company Security Officer must ensure through the [Contract Security Program](#) (CSP) that the Offeror and individual(s) hold a valid security clearance at the required level.
2. The Offeror must, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
3. The Offeror's personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold an appropriate RCMP clearance, granted or approved by RCMP

(minimum Enhanced Reliability Status). In addition, Offeror personnel must submit to a local verification of identity / information by RCMP, prior to admittance to the facility / site. The RCMP reserves the right to deny access to any facility / site or part thereof to any Offeror personnel, at any time. Where work is to be undertaken on behalf of the RCMP, in addition to PERSEC requirements identified in the RFSO the contractor will also be required to meet RCMP Physical and IT security requirements.

4. The Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Offeror must ensure that its personnel are made aware of and comply with this restriction.
5. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CSP/PWGSC.
6. The Offeror must comply with the provisions of the:
  - (i) Security Requirements Check List attached at Appendix C;
  - (ii) Industrial Security Manual (Latest Edition).

### 7.3 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.

#### 7.3.1 General Conditions

2009 (2018-07-16) General Conditions - Standing Offers - Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

**The following section(s) from General Conditions 2009 apply to Federal Identified Users only:**  
Section 11 – Integrity Provisions

#### 7.3.2 Supplemental General Conditions

- 7.3.2.1 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance – Parts I, II, III AND IV
- 7.3.2.2 4002 (2010-08-16), Software Development or Modification Services
- 7.3.2.3 4003 (2010-08-16), Licensed Software
- 7.3.2.4 4004 (2013-04-25), Maintenance and Support Services for Licensed Software
- 7.3.2.5 4006 (2012-07-16), Contractor to Own Intellectual Property Rights in Foreground Information

#### 7.3.3 Standing Offer Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Appendix I – Standing Offer Reports. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1<sup>st</sup> quarter: April 1 to June 30;

2<sup>nd</sup> quarter: July 1 to September 30;

3<sup>rd</sup> quarter: October 1 to December 31;

4<sup>th</sup> quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the quarterly reporting period.

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The initial period for making call-ups against the Standing Offer is for a period of 2 years from \_\_\_\_\_, the date of Standing Offer issuance.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 4 (four) 2 (two) year periods each under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Authorized Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Stephane Chevrier  
Supply Team Leader  
Public Services and Procurement Canada  
Acquisitions Branch  
Specialized Professional Services Procurement Directorate

Telephone: 613-408-4356

E-mail address: [Stephane.chevrier@tpsgc-pwgsc.gc.ca](mailto:Stephane.chevrier@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone

Solicitation No. - N° de l'invitation  
**M7594-191708/B**  
Client Ref. No. - N° de réf. du client  
M7594-191708

Amd. No. - N° de la modif.  
001  
File No. - N° du dossier  
107zl.m7595-191708

Buyer ID - Id de l'acheteur  
107zl  
CCC No./N° CCC - FMS No./N° VME

other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

### **Contracting Authorities**

If a call-up is issued by:

### **Federal Identified User:**

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

### **Provincial/Territorial Identified User:**

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

### **7.5.2 Project Authority**

The Project Authority for the Standing Offer is:

Mark Labonte  
Manager – OIC Biometric Business Solutions  
Organization: RCMP – Biometrics Division  
Address: 1200 Vanier Parkway, Ottawa Ontario

Telephone: 613-993-1749  
E-mail address: [mark.a.labonte@rcmp-grc.gc.ca](mailto:mark.a.labonte@rcmp-grc.gc.ca)

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.

### **7.5.3 Offeror's Representative**

*Fill in or delete, as applicable. To be determined after contract award.*

### **7.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### **7.7 Authorized Users**

The Federal Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

Provincial/Territorial Identified Users



The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

- *Province of New-Brunswick*
  - *City of Fredericton*
- *Province of Prince-Edward Island*
- *Province of Newfoundland & Labrador*
- *Province of Manitoba, including Manitoba Hydro crown corporation as well as the following optional user:*
  - *Rural Municipality of Riverdale*
  - *City of Brandon*
  - *Winnipeg Regional Health Authority*
  - *Shared Health Manitoba*
  - *City of Winnipeg*

#### **Disclosure of information – Optional Users**

“Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred to hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

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## 7.8 Call-up Procedures

7.8.1 The Standing Offeror acknowledges that one (1) Standing Offer will be issued for this requirement. Call-ups will be completed in accordance with the process described in Appendix E, Call-up Limitations/Process. Identified Users should choose the product and associated services meeting their functional requirements.

7.8.2 Identified Users must contact the RCMP Biometrics Division by email prior to issuance of any call-up: [EFCD\\_NMSO@rcmp-grc.gc.ca](mailto:EFCD_NMSO@rcmp-grc.gc.ca).

7.8.3 Only Authorized Call-ups to be accepted. The Offeror agrees only to accept individual Call-ups made by Identified Users pursuant to this Standing Offer that do not exceed the applicable Call-up Limitations/Process outlined in Appendix E. The Offeror acknowledges that any Call-up made by an Identified User exceeding the applicable Call-up Limitation is not permitted under this Standing Offer and is without authority.

7.8.4 Division of Requirements: Multiple Call-ups must not be issued in order to circumvent Call-up Limitations/Process.

## 7.9 Call-up Instrument

### 7.9.1 Federal Identified User

The Work will be authorized or confirmed by the Federal Identified User(s) using the duly completed forms, as listed below in paragraph 2, or their equivalents in accordance with paragraphs 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation of the Federal Identified User's authority to enter in to a Contract; and

- acceptance of the terms and conditions of the Standing Offer.
- confirmation that funds are available under section 32 of the Financial Administration Act
- allows for collection of the data identified at Annex "B" – Standing Offer Reporting, Article B1, Collection of Data

### 7.9.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. An electronic sample is attached at Annex "E" – Forms. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer. These must be goods or services or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein

### 7.10 Limitation of Call-ups

#### Federal Identified User

Individual call-ups against the Standing Offer must not exceed \$1,000,000.00 (applicable taxes included).

#### Provincial/Territorial Identified User

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing

### 7.11 Financial Limitation

The total cost to Canada resulting from Call-ups against the Standing Offer must not exceed the sum of \$37,500,000.00 (applicable taxes included) 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 sum, unless an increase is authorized.

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 three (3) 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 **in writing**.

## 7.12 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 call up against the Standing Offer, including any appendices;
- b) the articles of the Standing Offer;
- c) 2009 (2018-07-16) General Conditions - Standing Offers - Goods or Services – Authorized Users, apply to and form part of the Standing Offer
- d) the supplemental general conditions :

4001 (2015-04-01), Hardware Purchase, Lease and Maintenance – Parts I, II, III AND IV

4002 (2010-08-16), Software Development or Modification Services

4003 (2010-08-16), Licensed Software

4004 (2013-04-25), Maintenance and Support Services for Licensed Software

4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information

- e) the call-up General Conditions 2030 (2020-05-28) – Higher Complexity Goods
- f) Appendix A, Statement of Requirement
- g) Appendix B, Basis of Payment
- h) Appendix C, Security Requirements Check List;
- i) Appendix D, Insurance Requirements
- j) Appendix E, Call-Up Limitations / Process
- k) Appendix G, Task Authorization Limitations / Process
- m) the Offeror's offer dated \_\_\_\_\_

## 7.13 Certifications and Additional Information

### 7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

### 7.13.2 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 Employment and Social Development Canada (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.

### 7.13.3 SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations

A9117C (2007-11-30) T1204 – Direct Request by Customer Department

B1501C (2018-06-21) Electrical equipment

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B9028C (2007-05-25) Access to Facilities and Equipment  
C2000C (2007-11-30) Taxes – Foreign based Contractor  
C2604C (2013-04-25) Customs Duties, Excise Taxes and GST/HST – Non-resident  
M1004T (2016-01-28) Condition of Materiel – Offer

#### **7.14 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 \_\_\_\_\_ (insert the name of the province or territory as specified by the Offeror in its offer).

#### **7.15 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

#### **7.16 Technology Refresh**

**7.16.1** In the event a product, component or device identified in Appendix B which has been delivered and installed becomes obsolete during the period of the Standing Offer and a replacement is proposed by the Offeror, the replacement product, component or device must provide the same functionality, operability or interface/configuration and support requirements as identified in Appendix A, and must be provided at no additional cost.

**7.16.2** In the event a product, component or device identified in Appendix B which has not been delivered or installed becomes obsolete during the period of the Standing Offer and a replacement is proposed by the Offeror, the replacement product, component or device must provide the same or better functionality, operability or interface/configuration and support requirements identified in Appendix A, and must be provided at a price not to exceed the ceiling prices in Appendix B for the product component or device being replaced.

**7.16.3** The Offeror may submit a Request for Technical Substitution to the Standing Offer Authority a minimum of ten (10) working days prior to the last day of the Standing Offer period. Any technical substitution must be approved in writing by the RCMP Project Authority identified in the Authorities section. If approved, a Standing Offer amendment will be issued by the Standing Offer Authority.

#### **7.17 Downward Price Revision**

PSPC will allow the Offeror to reduce their pricing voluntarily on an annual basis. Written notification of requested changes must be received by the Standing Offer Authority a minimum of ten (10) working days prior to the last day of the Standing Offer period and the prices will be adjusted accordingly.

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## **B. 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.

### **7.1 Requirement**

The Contractor must provide the items detailed in the Call-up against the Standing Offer.

### **Definitions and Interpretation**

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, appended hereto as Annex X or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

**2030** (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

## **7.2.2 Supplemental General Conditions**

### **Supplemental General Conditions**

7.2.2.1 4001 (2015-04-01), Hardware Purchase, Lease and Maintenance – Parts I, II, III AND IV

7.2.2.2 4002 (2010-08-16), Software Development or Modification Services

7.2.2.3 4003 (2010-08-16), Licensed Software

7.2.2.4 4004 (2013-04-25), Maintenance and Support Services for Licensed Software

7.2.2.5 4006 (2010-08-16), Contractor to Own Intellectual Property Rights in Foreground Information

## **7.2.3 SACC Manual Clauses**

A9068C (2010-01-11) Government Site Regulations

A9117C (2007-11-30) T1204 – Direct Request by Customer Department

B1501C (2018-06-21) Electrical equipment

B9028C (2007-05-25) Access to Facilities and Equipment

C2000C (2007-11-30) Taxes – Foreign based Contractor

C2604C (2013-04-25) Customs Duties, Excise Taxes and GST/HST – Non-resident

M1004T (2016-01-28) Condition of Materiel – Offer

## **7.3 Term of Contract**

### **7.3.1 Period of the Contract**

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive (*fill in end date of the period*).

### **7.3.2 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

Unless otherwise specified in the call-up or the Identified User has agreed in writing to other arrangements, delivery of all products must be made within the following period:

- i. 30 business days for orders of fewer than 5 products; or
- ii. 60 business days for orders of 5 or more products.

### **7.3.3 Liquidated Damages**

**7.3.3.1** If the Contractor fails to deliver the goods within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$ 100.00 for each calendar day of delay. The total amount of the liquidated damages must not exceed 15 percent of the Call-up price.



**7.3.3.2** Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.

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

**7.3.3.4** Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

## **7.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## **7.5 Payment**

### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, for the supply, delivery, configuration, installation of the Products described in the Call-up, the Contractor will be paid for the following:

#### **7.5.1.1 Livescan Devices and Extended Warranty/Maintenance Services**

Payment for Goods and Extended Warranty and Maintenance Services: For the supply, delivery and installation of the Products identified in each Call-up, as well as for Extended Warranty and Maintenance services, the Contractor will be paid the firm unit/lot prices in Appendix B - Pricing Schedule on the date of the Call-up.

#### **7.5.1.2 Professional Services**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price in Appendix B – Pricing Schedule on the date of the Call-up. Refer to Appendix G - Task Authorization Limitations/Process.

#### **7.5.1.3 Travel and Living Expenses (for Task Authorization Work)**

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Identified User. All payments are subject to government audit.

## **Limitation of Price**

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



## 7.6 Method of Payment

**7.6.1** Payment for Devices and Installation Services: Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

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

**7.6.2** Payment for Extended Hardware and Software Maintenance Service: For the provision of extended Hardware and Software Maintenance Services (if requested in the Call-up), the Offeror will be paid in advance for the work if:

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

**7.6.3** Payment for Professional Services will be based on the Task Authorization. See Appendix G – Task Authorization Limitation/Process.

## 7.7 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. *Visa Acquisition Card;*
- b. *MasterCard Acquisition Card;*
- c. *Direct Deposit (Domestic and International);*
- d. *Electronic Data Interchange (EDI);*
- e. *Wire Transfer (International Only);*
- f. *Large Value Transfer System (LVTS) (Over \$25M)*

## 7.8 Invoicing Instructions

The Contractor must send the invoice to the Identified User in accordance with any instructions detailed in the Call-up and must not submit an invoice before delivery of the Products to which it relates.

1. The Contractor 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.
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the call-up for certification and payment.

## 7.9 Insurance Requirements

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

## 7.10 Dispute Resolution

- 
- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

**7.11 Warranty**

Notwithstanding General Conditions 2030, subsections 22(3) and 22(4), Canada is not liable to pay travel, transportation or any costs associated with the Warranty Services, regardless of the location from which the Warranty Services are provided.

**7.12 Extended Warranty and Maintenance Service Plan**

At the expiry of the 12-month warranty period described in General Conditions 2030 22 (Warranty) and Supplemental Conditions 4004 14 (Warranty for Purchased Hardware) and 4001 25 (Hardware Maintenance Service) and subject to a call-up for Extended Warranty and Maintenance Service by the Identified User, the Contractor must provide the services as identified in Appendix A and its accompanying documents, for an additional 5 year period beyond the expiration of the NMSO, for all devices included in Appendix "B":

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Buyer ID - Id de l'acheteur

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## **APPENDIX A**

### **STATEMENT OF REQUIREMENT**

**(See attached)**

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## **APPENDIX B**

### **BASIS OF PAYMENT**

**(See attached)**

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## **APPENDIX C**

### **SECURITY REQUIREMENTS CHECK LIST**

**(See attached)**

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## APPENDIX D

### INSURANCE REQUIREMENTS

#### 1.0 COMMERCIAL GENERAL LIABILITY INSURANCE

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## 2.0 G2002C (2008-05-12), Errors and Omissions Liability Insurance

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## APPENDIX E

### CALL-UP LIMITATIONS / PROCESS

#### CALL-UP LIMITATIONS

An Identified User may issue a Call-up directly to the Offeror within the overall Standing Offer Call-up limit.

#### CALL UP PROCESS

Unless otherwise specified in the Call-up, any and all contracts resulting from authorized Call-ups shall incorporate all of the articles, terms and conditions contained or referenced in this Standing Offer and Resulting Contract Clauses.

A Call-up should include the following:

- (a) A list of the equipment and maintenance services required;
- (b) The delivery date and location;
- (c) The cost in accordance with the Pricing Schedule at Appendix B;
- (d) Any Task Authorization work, if required;
- (e) An estimate of any associated Travel and Living Expenses for Task Authorization work, if required.

The Call-up process is as follows:

STEP 1: A Call-up will be initiated in writing by the Identified User.

STEP 2: Identified Users must contact the RCMP Biometrics Business Solutions by email prior to issuance of any call-up: [EFCD\\_NMSO@rcmp-grc.gc.ca](mailto:EFCD_NMSO@rcmp-grc.gc.ca).

Where the PWGSC Standing Offer Authority agrees that an Offeror cannot satisfy an Identified User's requirement because that Offeror:

- (i) cannot supply all the Products required by the Identified User within the Delivery time frames specified in the Resulting Contract clauses;
  - (ii) does not meet all the legitimate operational requirements of the Identified User, including security requirements;
  - (iii) has already defaulted on a Call-up issued by the Identified User for the required Products; or,
  - (iv) has shown itself incapable of meeting the Task Authorization requirements for that specific Identified User,
- (iv) then the Identified User may sole source the procurement to an alternate supplier for the same or similar goods and services in the Task Authorization.



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## **APPENDIX F**

### **CALL-UP (942) FORM**

**(See attached)**

## APPENDIX G

### TASK AUTHORIZATION LIMITATIONS / PROCESS

#### Task Authorization Limitations/Process

##### Task Authorization Work:

If the Work or a portion of the Work to be performed under the Standing Offer will be on an "as and when requested basis" using a Task Authorization (TA), the Work described in the TA must be in accordance with the scope of the Standing Offer as described at Part 5 at Appendix A - Statement of Requirement. A request to perform a task will be sent to the contractor and the PWGSC Contract Authority in accordance with the process described below.

##### Task Authorization Process:

**STEP 1: The Identified User must contact the RCMP Biometrics Division by email prior to issuance of any Task Authorization:** [EFCD.NMSO@rcmp-grc.gc.ca](mailto:EFCD.NMSO@rcmp-grc.gc.ca).

**STEP 2:** The Identified User will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" or "DND 626, Task Authorization Form" or "Task Authorization" form specified in Appendix H. The Identified User will complete the Task Authorization with a Statement of Work attached as an Appendix. This Statement of Work will contain the following information for the task period:

- (i) a description of deliverables to be submitted;
- (ii) a schedule indicating completion dates for major work activities and/or submission dates for deliverables; and,
- (iii) an estimate of the number of person-days level of effort identifying the resource category as specified in the Standing Offer.
- (iv) the applicable Basis (bases) and Methods of Payment as specified in the Standing Offer.

**STEP 3:** The Standing Offer Holder must provide the Identified User, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Standing Offer. **The Standing Offer Holder must not commence work until a TA, authorized by the Identified User and the PWGSC Contracting Authority, has been received by the Standing Offer Holder.** The Standing Offer Holder acknowledges that any work performed before a TA has been received will be done at the Standing Offer Holder's own risk and expense.

#### Basis of Payment - Task Authorization Work

The Task Authorization work will use as a Basis of Payment:

A firm per hourly rate(s) not to exceed a financial limitation calculated in accordance with the firm hourly rates established in Appendix B, Pricing Schedule, of the Standing Offer.

**STEP 4:** The Project Authority will review the TA response. An approved Task Authorization shall be signed by the Project Authority, the PWGSC Contract Authority and the appropriate Contractor's authority, and shall include the Statement of Work for the period/assignment within the Task Authorization.

#### **Method of Payment - Task Authorization Work**

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

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

#### **Task Authorization Limit**

All task authorizations must be authorized by the PWGSC Contracting Authority before issuance.

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## **APPENDIX H**

### **TASK AUTHORIZATION FORM**

**(See attached)**

## **APPENDIX I**

### **STANDING OFFER REPORTS**

The Contractor must submit a quarterly report on the call-up/contract activities to the Standing Offer Authority and the Project Authority. The minimum reporting requirements are as follows:

- a) the standing offer number;
- b) the supplier name;
- c) the reporting period;
- d) the call-up/contract number for each call-up/contract, including amendments;
- e) the client department;
- f) the contracting authority
- g) the date of the call-up/contract
- h) the call-up/contract period;
- i) the line items acquired/services provided; and
- j) the value of the call-up/contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.

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## **APPENDIX J**

### **EVALUATION PLAN AND CRITERIA**

**(See attached)**

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## **APPENDIX K**

### **REQUIREMENTS TRACEABILITY MATRIX**

**(See attached)**

## ATTACHMENT "A"

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- ☐ A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

**OR**

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