



**RETURN RESPONSES TO /
RETOURNER LES RÉPONSES À:**

Shared Services Canada |
Services partagés Canada

Email Address / Courriel:

ssc.cbsa_rfp-cbsa_ao.spc@canada.ca

**REQUEST FOR PROPOSAL/ DEMANDE DE
PROPOSITION**

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

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

COMMENTS - COMMENTAIRES

**ISSUING OFFICE / BUREAU DE
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180, rue Kent Street, 13th
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P.O. Box 9808, STN T CSC /
CP 9808, succursale T CSC
Ottawa, Ontario K1G 4A8

Title / Sujet New High Performance Server To The Science And Engineering Directorate (CBSA)	
Solicitation No. / Numéro De L'invitation	Date
Client Reference No. / No de référence du client n/a	
Requisition No. / Numéro de la demande R000064292	
Solicitation closes - L'invitation prend fin on – le December 10,2020/ le 10 Decembre 2020 at – à 2:00 PM (EST)	
Address Inquiries to toutes questions à: Raiyane Benchekroun	Buyer Id Id de l'acheteur
Telephone No. – N° de téléphone : 613-324-4061	
Email - Courriel ssc.cbsa_rfp-cbsa_ao.spc@canada.ca	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Science and Engineering Directorate 79 Bentley Ave, K2E 6T7 Ottawa, Ontario Michel Martineau, Michel.Martineau2@cbsa-asfc.gc.ca , 613-222-0663	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature _____	
Date _____	



**BID SOLICITATION FOR
NEW HIGH PERFORMANCE SERVER TO THE SCIENCE AND ENGINEERING DIRECTORATE (SED)
OF CANADA BORDER SERVICES AGENCY (CBSA)**



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PART 1 GENERAL INFORMATION

1.1 Introduction

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

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

1.2 Summary

This bid solicitation is for the provision of a High Performance Server with processing capabilities to the advance analytics teams of Canada Border Services Agency (CBSA) . This includes a three year contract with a two (2) additional one-year period(s) for the hardware maintenance and support and an option to purchase two additional units for the server room located in the National Capital Region (NCR).

- 1.2.1** Only one Contract will be awarded pursuant to this Solicitation.
- 1.2.2** This bid solicitation is being issued by SSC. The resulting contract will be used to provide goods and services to Canada Border Services Agency. It is intended to result in the award of a contract for a period of three years, plus two-one year option period (s) (for the Hardware maintenance and support) allowing Canada to extend the term of the contract , this include an option to purchase two additional units. This bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.
- 1.2.3** There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity – Certification.”
- 1.2.4** There is a supply chain integrity requirement associated with this requirement, see Part 4, article 4.5 and Part 7, article 7.18 for additional information.

1.3 Debriefings

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



PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1** All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- 2.1.2** Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- 2.1.3** The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).
- 2.1.4** Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- 2.1.5** Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
- a) Delete: sixty (60) days
 - b) Insert: ninety (90) days

2.2 Submission of Bids

- 2.2.1** Bids must be submitted only to Shared Services Canada by the date and time indicated on page 1 of the bid solicitation.
- 2.2.2** Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.
- 2.2.3** Vendors intending to submit a bid are requested to notify the Contracting Authority by email (email address can be found on page 1 of the solicitation document), prior to the Closing Date, indicating their intention to submit a bid.

2.3 Enquiries - Bid Solicitation

- 2.3.1** All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- 2.3.2** Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a “proprietary” nature must be clearly marked “proprietary” at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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



Note to Bidders: A bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

2.5 Non-Disclosure Agreement

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

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



PART 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

3.1.1 Copies of Bid: SSC requests that bidders provide their bid in separately bound sections as follows all in PDF format.

- a) Section I: Technical Bid
 - b) Section II: Financial Bid
 - c) Section III: Certifications
 - d) Section IV: Supply Chain Security Information
- **All written documents** must be sent electronically in **PDF format**, except for the evaluation grid that must be returned in its original .XLS format
 - **Prices must appear in the financial bid only.** No prices must be indicated in any other section of the bid.

3.1.2 Submission of Only One Bid from a Bidding Group:

The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.

For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:

- a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- b) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- c) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- d) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

3.2 Section I: Technical Bid

3.2.1 In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.2.2 The technical bid consists of the following:

- a) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.



3.3 Section II: Financial Bid

3.3.1 Pricing: Bidders must submit their financial bid as part of their Final Bid in accordance with the “**Annex B – Basis Of Payment-Financial Proposal**”. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

3.3.2 All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

3.3.3 Blank Prices: Bidders are requested to insert “\$0.00” for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as “\$0.00” for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.3.4 Exchange rate Fluctuation : The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered.

3.4 Section III: Certifications

Bidders must provide the required certifications and documentation in order to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and documentation are not completed and submitted as requested. Refer to Part 5 “Certifications” of this document for more details on the certifications that are required for this solicitation.

3.5 Section IV: Supply Chain Security Information (SCSI) Requirement

A complete SCSI response consists of the following:

- i. An IT Product List
- ii. List of subcontractors



PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.
- c) In addition to any other time periods established in the bid solicitation:
 - i. **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - ii. **Additional Information Requests:** If Canada requires additional information in order to verify any or all of the information provided by the Bidder in its bid in accordance with the section entitled "Conduct of the Evaluation" in 2003, Standard Instructions - Goods or Services - competitive requirements, the Bidder must provide the information requested by Canada within 2 working days of a request from the Contracting Authority.
 - iii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

4.2.1 Mandatory Technical Criteria:

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

The mandatory requirements are described in the Annex A- Statement of Requirement

4.3 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.

4.4 Formulae in pricing Table

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.5 Basis of Selection

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

4.6 Evaluation of Supply Chain Integrity (SCI)

4.6.1 Definitions

The following words and expressions used in this Supply Chain Integrity Process have the following meaning:

- a) "Products" means any hardware that operates at the data link layer of the OSI Model (Layer 2) and above, any software and Workplace Technology Devices.



- b) "Product Manufacturer" means the entity which assembles the component parts to manufacture a Product.
- c) "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
"Work" means all the activities, services, goods, equipment, matters and things
- d) required to be done, delivered or performed by the Contractor under the resulting contract.

4.6.2 Mandatory Qualification Submission Requirements

A supply chain scope diagram is attached at Annex C to provide a visual representation of the Supply Chain Security Information (SCSI) requirement which the Bidders, must provide.

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

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

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

- (ii) Network Diagrams: one or more conceptual network diagrams that collectively show the complete network proposed to be used to deliver the services described in the draft Statement of Work. The network diagrams are only required to include portions of the Bidder's network (and its subcontractor's network(s)) over which Canada's Data, would be transmitted in performing any resulting contract. As a minimum the diagram must show:
 - (a) The following key nodes for the delivery of the services under the resulting contract of this solicitation process, if applicable the role of the Bidder or subcontractor;
 - i. Service delivery points;
 - ii. Core network
 - iii. Subcontractor network (specifying the name of the subcontractor as listed in the



List of Subcontractors);

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

This list must identify all third parties who may perform any part of the Work, whether they would be subcontractors to the Bidder, or subcontractors to subcontractors of the Bidder down the chain. Any subcontractor that could have access to Canada's Data must be identified. For the purposes of this requirement, a third party who is merely a supplier of goods to the Bidder, but who does not perform any portion of the Work, is not considered to be a subcontractor.

Subcontractors would include, for example, technicians who might be deployed or maintain the Bidder's solution. If the Bidder does not plan to use any subcontractors to perform any part of the Work, the Bidder is requested to indicate this in its response.

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

4.6.3 Assessment of Supply Chain Security Information

- (i) Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.
- (ii) In conducting its assessment:
 - (a) Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the response being disqualified.
 - (b) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the response or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.
- (iii) If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
 - (c) Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for



reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's Supply Chain Security Information.

- (d) The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 10 calendar days following the day on which Canada's written notification is sent to the Bidder, (or a longer period specified in writing by the Contracting Authority).
 - (e) If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the response will be disqualified.
- (iv) By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result :
- (a) qualification pursuant to this RFP does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;
 - (b) qualification pursuant to this RFP does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
 - (c) at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.
 - (d) during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.
- (v) Any Bidder that has qualified under this RFP will be required, when responding to any subsequent bid solicitation under this solicitation process, to propose a solution consistent with the final version of the Supply Chain Security Information it submitted with its response to this RFP (subject to revision only pursuant to the paragraph below). Except pursuant to the paragraph below, no alternative or additional Products or subcontractors may be proposed in the Bidder's solution .This is a mandatory requirement of this solicitation process. The proposed solution during any subsequent bid solicitation does not need to contain all the Products within the final Supply Chain Security Information.
- (vi) Once a Bidder has been qualified in response to this RFP, no modifications are permitted to the Supply Chain Security Information except under exceptional circumstances, as determined by Canada. Given that not all the exceptional circumstances can be foreseen, whether changes may be made and the process governing those changes will be determined by Canada on a case-by-case basis.



PART 5 CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.1 Mandatory Certifications Required Precedent to Contract Award

5.1.1 Code of Conduct and Certifications – Related documentation

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

5.1.2 Federal Contractors Program for Employment Equity – Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2 OEM Certification

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

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



PART 6 SECURITY REQUIREMENTS

6.1 Security Requirement

This document is UNCLASSIFIED, however;

- a) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;
- b) Contractor personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

6.2 Insurance Requirements

SACC Manual clause G1007T (2016-01-28) Insurance Requirements



PART 7 RESULTING CONTRACT CLAUSES

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

7.1 Requirement

7.1.1 _____ (the “**Contractor**”) agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirement in accordance with, and at the prices set out in, the Contract. This includes:

- i. supplying the purchased Hardware
- ii. providing the Hardware Documentation;
- iii. providing maintenance and support services for the hardware during the hardware maintenance Period;
- iv. providing three years of warranty
- v. an irrevocable option to purchase additional Goods

7.1.2 Client: Under the Contract, the "Client" is Canada Border Services Agency (CBSA).

7.1.3 Reorganization of Client: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

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

- a) any reference to a “**deliverable**” or “**deliverables**” includes the Hardware.

7.2 Optional Goods and/or Services

7.2.1 The Contractor grants to Canada the irrevocable option to acquire additional goods described at Annex B of the Contract under the same terms and conditions and at the prices stated in the Contract.

7.2.2 The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions:

- a) 2030 (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract. These General Conditions are amended as follows:

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

Section 22 (1) of the General Conditions is amended as follows: delete first paragraph of section (22) and insert :



Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that for Three Years (3) the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.

7.3.2 Supplemental General Conditions:

The following Supplemental General Conditions:

- a) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance.

7.4 Security Requirement

This document is UNCLASSIFIED, however;

- a) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;
- b) Contractor personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

7.5 Contract Period

7.5.1 Contract Period: The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- a) The “**Initial Contract Period**”, which begins from date of Contract Award up to and including three (3) years.
- b) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

7.5.2 Option to Extend the Contract:

- a) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- b) Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.6 Delivery

All the initial deliverables must be received on or prior to 30 days after contract award.

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is: [To be completed on Contract Award]

Name: Raiyane Benchekroun
Title: Procurement Officer
Shared Services Canada



Procurement and Vendor Relations

Telephone: 613-324-4061
E-mail address: raiyane.benchekroun@canada.ca

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

7.7.2 Technical Authority

The Technical Authority for the Contract is: [To be completed on Contract Award]

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical Authority is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.7.3 Contractor's Representative

[To be completed on Contract Award]

7.8 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.

7.9 Payment

7.9.1 Basis of Payment

- a) **Purchased Hardware:** For providing the Hardware in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.
Estimated Cost: \$ _____
- b) **Hardware Maintenance and Support:** For maintenance and support of the Hardware after the Hardware Warranty Period, if Canada exercises its option to extend the Hardware Maintenance Period, Canada will pay the Contractor, the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.
Estimated Cost: \$ _____
- c) **Optional Hardware Purchase:** For providing the Optional Hardware in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.
Estimated Cost: \$ _____
- d) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.



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

7.9.2 Limitation of Expenditure – Canada’s Total Liability

- a) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada’s total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - i. it is 75 percent committed, or
 - ii. 4 months before the Contract expiry date, or
 - iii. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

7.9.3 Method of Payment -Single Payment

H1000C (2008-05-12), Single Payment

7.9.4 Payment Credits

- a) **Late Delivery:** If the Contractor does not deliver the deliverables or perform the services within the time specified in the Contract, the Contractor must provide a credit to Canada as follows:
 - i. the Contractor must provide a credit of 1% for each calendar day of delay up to a maximum of 10 days, subject to the limitation that the total amount of liquidated damages will not exceed 10% of the price of the Work delivered late
- b) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period,
- c) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- d) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- e) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- f) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure



that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.10 Invoicing Instructions

7.10.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.

7.10.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

7.10.3 By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

7.10.4 The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

7.11 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.12 Federal Contractors Program for Employment Equity – Default by the Contractor

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

7.13 Applicable Laws

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

7.14 Priority of Documents

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

these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;

- a)** 2030 (2020-05-28), General Conditions - Higher Complexity - Goods
- b)** 4001 (2015-04-01); Hardware Purchase, Lease and Maintenance;



- c) Annex A, Statement of Requirement;
- d) Annex B, Basis Of Payment-Financial Proposal
- e) Annex C, SCSI Submission Form
- f) Annex D, Federal Contractors Program for Employment Equity – Certification (if applicable);
- g) Form 1 – Bid Submission
- h) Form 2- OEM Certification Form

7.15 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

Note to Bidders: *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

7.16 Foreign Nationals (Foreign Contractor)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

7.17 Insurance Requirements

SACC Manual clause G1005C (2016-01-28) Insurance Requirements

7.18 Limitation of Liability - Information Management/Information Technology

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

7.18.2 First Party Liability:

- a) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - ii. physical injury, including death.
- b) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- c) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.



- d) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph 7.18.2 above.
- e) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
 - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph 7.18.2 of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$2,000,000.
 - iii. In any case, the total liability of the Contractor under subparagraph 0.75 will not exceed the total estimated cost (as defined above) for the Contract or \$2,000,000, whichever is more.
- f) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

7.18.3 Third Party Claims:

- a) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- b) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article 7.18.12 with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- c) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 7.18.3



7.19 Hardware

With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery Location	See here-in
Contractor must deliver Hardware Documentation	Yes
Hardware Documentation must include maintenance documentation	Yes
Language of Hardware Documentation	English Essential/French Optional
Contractor must Install Hardware at time of Delivery	No
Hardware Warranty Period	3 years
Option to Extend Hardware Maintenance Period	For the purchased Hardware, the Contractor grants to Canada an irrevocable option to extend the Hardware Maintenance Period by 2 one-year periods. These option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment
Class of Maintenance Service	- On-Site Maintenance Service
Toll-free Telephone Number for Maintenance Service	[to be completed with information from the Contractor at the time of award]
Website for Maintenance Service	[to be completed with information from the Contractor at the time of award]

7.20 Modification to Equipment List/Location

Canada reserves the right to add and/or delete equipment, locations and billing codes to/from the Contract upon providing thirty (30) calendar days written notice to the Contractor. The Contract price shall be adjusted to reflect the change in price resulting from any such additions or deletions. Any additions or deletions of equipment from the equipment list at Annex B shall be evidenced through a formal Contract amendment.

7.21 Safeguarding Electronic Media

Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.



7.22 Access to Canada's Property and Facilities

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



Annexes:



Annex A – Statement Of Requirement

Note: Annex A is provided as a separate attachment.



Annex B – Basis Of Payment-Financial Proposal

Note: Annex B is provided as a separate attachment and will be inserted at Contract Award



Annex C – SCSJ Submission Form

Note: Annex C is provided as a separate attachment .



Annex D – Federal Contractors Program For Employment Equity - Certification

I, the Bidder, by submitting the present information to the Contracting 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 a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada. A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.
- OR
- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



Forms :

Form 1 – Bid Submission

Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
Signature of Authorized Representative of Bidder		



Form 2- OEM Certification Form

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

Name of OEM _____

Signature of authorized signatory of OEM _____

Print Name of authorized signatory of OEM _____

Print Title of authorized signatory of OEM _____

Address for authorized signatory of OEM _____

Telephone no. for authorized signatory of OEM _____

Fax no. for authorized signatory of OEM _____

Date signed _____

Solicitation Number _____

Name of Bidder _____