



Shared Services  
Canada

Services partagés  
Canada

<b>Return Bids to: - Retourner les soumissions à :</b>  <b>Stacey DeLong</b>  <b>Procurement and Vendor Relations</b> <b>Shared Services Canada</b> <b>13-013, 13<sup>th</sup> Floor, 180 Kent Street,</b> <b>Ottawa, Ontario K1P 0B6</b>  <b>Proposal to: Shared Services Canada</b> 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 therefor.  <b>Proposition à: Services partagés Canada</b> 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-annexée, au(x) prix indiqué(s).  <b>Bidder's Name and Address -</b> <b>Raison sociale et adresse du Fournisseur/de l'entrepreneur</b> _____ _____ _____ _____	<b>Request for Proposal / Demande de proposition</b>	
	<b>Title – Sujet</b> Network Attached Storage (NAS) Devices	
	<b>Solicitation No. – No de l'invitation</b> BPM011633	<b>Date</b> January 11, 2021
	<b>Solicitation closes – L'invitation prend fin</b>  <b>On – le : Monday, February 22, 2021</b> <b>At – À : 2:00 P.M.</b> <b>Time zone – Fuseau horaire : EDT / HAE</b>	
	<b>Contracting Authority / Autorité contractante</b> <b>Address / adresse :</b>  <b>Stacey DeLong</b> Procurement and Vendor Relations Shared Services Canada 13-050, 13 <sup>th</sup> Floor, 180 Kent Street Ottawa, Ontario K1P 0B6	
<b>Telephone No. – No de téléphone</b>  (____) _____  <b>E-mail address / Courriel :</b>  _____	<b>Telephone No. – No de telephone</b>  (613) 355-5781  <b>E-mail address / Courriel :</b>  <a href="mailto:stacey.delong@canada.ca">stacey.delong@canada.ca</a>	
<b>Bidder is required to identify below the name and title of the individual authorized to sign on behalf of the Bidder –</b> <b>Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire</b>  _____ <b>Name and title/Nom et titre</b>  _____ <b>Signature</b>  _____ <b>Date</b>	<b>Destination - Destination</b> See herein / Voir dans ce document	



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# **BID SOLICITATION FOR NETWORK ATTACHED STORAGE (NAS) DEVICES FOR SHARED SERVICES CANADA (SSC)**

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven parts plus 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, and Insurance Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Requirement, the Basis of Payment, and the Supply Chain Security Information.

### **2. Summary**

Shared Services Canada (SSC) has a requirement to purchase Network Attached Storage (NAS) Devices to replace existing equipment at multiple sites abroad, to be delivered to Shared Services Canada (SSC) facility as specified in the Contract in the National Capital Region (NCR);

SSC supports multiple small datacentres outside Canada where the equipment are aging and will need to be refreshed by new technologies. The equipment must be able to operate in difficult environmental conditions (humidity, dust, fallover to generator, etc.) and managed remotely.

Only one contract will be awarded pursuant to this solicitation.

**Potential Client Users:** This solicitation is being issued by SSC. It is intended that the contract resulting from any subsequent solicitation will be used by SSC.



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

There is a supply chain integrity requirement associated with this requirement, see Part 2, Part 3, Part 4, and Part 7 for additional information.

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.”

### **3. Debriefings**

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



## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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 the Public Works and Government Services Canada .

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.

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).

- i. 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”
- ii. 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) daysFor purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.
- iii. Section 6 is replaced by the following:

SSC will return bids delivered after the stipulated bid solicitation closing date and time.
- iv. Section 7 is deleted in its entirety.

#### **1.1 SACC Manual Clauses**

##### Standard Procurement Clauses

A3015T (2014-06-26) Certifications - Bid, is incorporated by reference into and form part of the bid solicitation.

B1000T (2014-06-26) Condition of Material - Bid, is incorporated by reference into and form part of the bid solicitation.

B1501C (2018-06-21) Electrical Equipment, is incorporated by reference into and form part of the bid solicitation.

### **2. Submission of Bids**

**2.1** Bids must be submitted to the Shared Services Canada by the date, time and place indicated on page 1 of the bid solicitation.



**2.2** Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted. Therefore, submissions must be sent electronically through email.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than twenty (20) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference 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.

### **4. Non-Disclosure Agreement**

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

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

### **5. Applicable Laws**



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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.





## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

#### 1.1 Electronic Submission of Responses

- i. **Submission Sections:** Canada requests that each bidder submit its proposal in the following separate sections:
  1. Technical Bid;
  2. Financial Bid;
  3. Additional Information including certifications, if any.
- ii. Respondents must submit their responses by the date and time of bid closing to the email address provided. Respondents must submit their responses as documents attached to an email. These documents can be PDF documents or other documents that can be opened with either Microsoft Word or Microsoft Excel.
- iii. Respondents may submit their responses in multiple emails, but all emails must arrive at the Email Address by the bid closing date and time. Emails received after that time will not be considered as part of the response. Bidders are requested to indicate in all emails that they are responses to this solicitation by using the solicitation No. on the cover page of this document in the Subject line of the email. Respondents may submit their responses in multiple emails, but all emails must arrive at the Email Address by the bid closing date and time. Emails received after that time will not be considered as part of the response. Bidders are requested to indicate in all emails that they are responses to this solicitation by using the solicitation No. on the cover page of this document in the Subject line of the email.  
**Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.**
- iv. Respondents should ensure that they submit their response in multiple emails if any email, including attachments, will not exceed 15 MB.
- v. The time at which the response is received by SSC will be determined by the "Received Time" indicated in the email received by SSC at the Email Address. Bidders are strongly encouraged to use their delivery receipt and read receipt email options when sending the bid.
- vi. The same day that the responses are received by email, an SSC representative will send an email acknowledging receipt of each response (and each email forming part of that response, if multiple emails are received) that was received by the bid closing date and time at SSC's Email Address. Respondents who have tried to submit a response, but have not received an email acknowledging receipt should contact the Contracting Authority so that they can determine whether or not the response arrived at the SSC Email Address.
- vii. Canada will not be responsible for any technical problems experienced by the Respondent in submitting its response, including emails that fail to arrive because they exceed the maximum email size or are rejected and/or quarantined because they contain malware or other code that is being screened out by SSC's security services, unless Canada's systems are responsible for a delay in delivering the email to the SSC Email Address for Response Submission.



- viii. Canada will also not be responsible for any technical problems with opening the documents, provided they are provided either as a PDF, Microsoft Word or Microsoft Excel document. For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Respondents will not be permitted to submit substitute documents to replace any that are corrupt or empty.

**Canada will only accept electronic copies of the response e-mailed to:**

Stacey DeLong  
[stacey.delong@canada.ca](mailto:stacey.delong@canada.ca)

**1.2 Submission of Only One Bid from a Bidding Group:**

- i. 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.
- ii. 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:
- iii. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- iv. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
- v. 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
- vi. 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.

**1.3 Joint Venture Experience:**

Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

**2. Section I: Technical Bid**



**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.

**Substantiation of Technical Compliance Form:** The technical bid must substantiate the compliance of the Bidder and its proposed solution with the specific articles of Annex A (Statement of Requirement) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation must refer to additional documentation submitted with the bid - this information must be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders must indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

All technical documentation must be provided with the bid submission. No new documentation or updates to the documentation are permitted after closure of bidding stage.

Subject Matter Expert opinion will not be accepted as proof of passing each requirement.

### 3. Section II: Financial Bid

**Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. 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.

**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.

**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.

### 4. Section III: Certifications

Bidders must submit the certifications required under Part 5.

### 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

### 1. Evaluation Procedures

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the supply chain integrity process, and the technical and the financial evaluation criteria.

There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps.

**Canada may conduct steps of the evaluation in parallel.**

**Step 1:**

Evaluation of the Mandatory Technical Requirements as shown in the Substantiation of Technical Compliance Form.

**Step 2:**

Financial Evaluation

**Step 3:**

The top-ranked responsive proposal will be determined as per Section 5 – Basis of Selection of this Part 4, based on the results from Step 1 and Step 2 above.

- 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. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 2. Supply Chain Integrity (SCI) Process

#### A. Definitions

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

- i. “Products” means any hardware that operates at the data link layer of the OSI Model (Layer 2) and above, any software and Workplace Technology Devices.
- ii. “Workplace Technology Devices” means desktops, mobile workstations such as laptops and tablets, smart phones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD and DVD.
- iii. “Product Manufacturer” means the entity which assembles the component parts to manufacture a Product.



- iv. "Software Publisher: means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products.
- v. "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
- vi. "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

## **B. Mandatory Qualification Submission Requirements**

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

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

#### **C. Assessment of Supply Chain Security Information**

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



- (b) The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 10 calendar days following the day on which Canada's written notification is sent to the Bidder, (or a longer period specified in writing by the Contracting Authority).
    - (c) If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the response will be disqualified.
- iv. By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:
  - (a) qualification pursuant to this RFP does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;
  - (b) qualification pursuant to this RFP does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
  - (c) at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.
  - (d) during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.
- v. 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.





### **3. Technical Evaluation**

#### **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 Substantiation of Technical Compliance Form:

- i. Mandatory Technical Requirements

### **4. Financial Evaluation**

The financial evaluation will be conducted as lowest cost compliant.

### **5. Basis of Selection**

A bid must be qualified pursuant to the SCI process, comply with the requirements of the bid solicitation, and meet all mandatory technical evaluation criteria to be declared responsive.



## **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.

### **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.

### **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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) – 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

### **3. OEM Certification**

- i. 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.

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

#### **4. Software Publisher Certification and Software Publisher Authorization**

- i. If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders 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.
- ii. Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers 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.
- iii. In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

#### **5. Code of Conduct Certifications – Certifications Required Precedent to Contract Award**

Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form – PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.



## **PART 6 – SECURITY, AND INSURANCE REQUIREMENTS**

### **1. Security Requirements**

- 1.1 Before award of a contract, the following conditions must be met:
  - (a) The Bidder must hold a valid organization security clearance as indicated in Part 7 – Resulting Contract Clauses.
- 1.2 Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 1.3 For additional information on security requirements, bidders should consult (<http://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>).
- 1.4 In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

### **2. Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



## PART 7 - RESULTING CONTRACT CLAUSES

Part 7 of this solicitation is intended to form the basis for any resultant contract. To the extent possible, these Articles are written as they would appear in any resultant contract.

The Clauses, Terms and Conditions of Part 7 shall be requirements of any resulting Contract. Explicit, unqualified acceptance of these Articles, in their entirety, as they appear in Part 7 is a mandatory requirement of this solicitation.

These Articles may be amplified by SSC in any resultant Contract to provide additional descriptive or pricing information that may be provided in a proposal to SSC.

Bidders shall not amend the following clauses, terms and conditions in any way, including the addition of a new provision which may have the effect of derogating from a mandatory provision.

### 1. Requirement

1.1 \_\_\_\_\_ (the “**Contractor**”) agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work and Technical Mandatory Specifications, in accordance with, and at the prices set out in, the Contract. This includes:

- i. supplying the purchased Hardware;
- ii. providing the Hardware Documentation;
- iii. providing maintenance and support services for the Hardware during the Hardware Maintenance Period;
- iv. granting the license to use the Licensed Software described in the Contract;
- v. providing the Software Documentation;
- vi. providing maintenance and support for the Licensed Software during the Software Support Period;

to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.

**Client:** Under the Contract, the “Client” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the Contract Period, and those other organizations for whom SSC’s services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.

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.



- 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:

any reference to a “**deliverable**” or “**deliverables**” includes the Hardware, and the license to use the Licensed Software;

## 2. 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.

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

### 2.1 General Conditions

2030 (2020-05-28), General Conditions – Higher Complexity - Goods, are incorporated by reference into 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 of the General Conditions is amended as follows: replace “12 months” with “60 months”.

### 2.2 Supplementary General Conditions

- i. 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- ii. 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;

Section 08 is replaced as follows:

The license to use the Licensed Software under the Contract is transferable by Canada under the same conditions of the Contract, to any Device or Client, as applicable, or to any Canadian government department or Crown corporation, as defined in the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time, or to any other party for which Shared Services Canada has been authorized to act under section 8 of the Shared Services Canada Act, L.C. 2012, ch.19, art 711 as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring. For the purposes of this section, in the circumstances where an Entity License is transferred, such license will be capped at the number of users in the transferring department, corporation, agency or other party before the transfer.

- iii. 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- iv. B1501C (2018-06-21) Electrical Equipment;

is incorporated by reference into and form part of the Contract.



### 3. Security Requirements

- a) There is no security requirement

### 4. Contract Period

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

- i. The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends XXXXXX.

### 5. Delivery

The contractor must make the complete delivery 30 days from start date of contract. Failure to meet this date may result in the cancellation of this contract.

### 6. Authorities

#### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

NAME: Stacey DeLong  
ADDRESS: 13th Floor, 180 Kent Street, Ottawa, Ontario, K1P 0B6, Canada  
TELEPHONE NUMBER: (613) 355-5781  
E-MAIL ADDRESS: [stacey.delong@canada.ca](mailto:stacey.delong@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.

#### 6.2 Technical Authority

(The Technical Authority for the Contract will be provided at the contract award.)

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

#### 6.3 Contractor's Representative



Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

## **7. Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Requirements and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **8. Payment**

### **8.1 Basis of Payment**

**i. Purchased Hardware and Software:** For providing the Hardware and Software, including warranty, delivery, and maintenance and support in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, following acceptance, FOB destination, including all customs duties, Applicable Taxes extra.

**ii. 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.

## **9. Method of Payment – Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work 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 NAS devices delivered have been accepted by Canada.

## **10. Limitation of Expenditure**

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

## **11. Payment Credits**

**11.1 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.

**11.2 Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period,





- 11.3 **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.
- 11.4 **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.
- 11.5 **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.
- 11.6 **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.

## 12. Advance shipping notice

The Contractor should submit an advance shipping notice through the SSC P2P portal to notify SSC of the pending delivery of the goods under this Contract within 24 hours after shipping the goods. For ongoing or continuing services, the advance shipping notice will not be necessary as the Contractor must provide monthly invoices in accordance with the invoicing instructions provided in the Contract.

## 13. Invoicing Instruction

The Contractor can submit invoices electronically through the SSC P2P portal 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. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method.

For Purchase Orders, the Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.

If the Contractor submitted an advance shipping notice, the invoice should be linked to this advance shipping notice in the SSC P2P portal. The Contractor may link more than one advance shipping notice to the invoice. The invoice must match the total quantity and price of the advance shipping notices.

## 14. 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 term of the Contract. 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, pursuant to the default provision of the Contract, to terminate the Contract for default.



## **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 ESDC-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 ESDC will constitute the Contractor in default as per the terms of the Contract.

### **15. Applicable Laws**

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

### **16. Priority of Documents**

If there is a discrepancy between the wordings 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) These Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- (c) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- (d) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- (e) B1501C (2018-06-21), Electrical Equipment
- (f) 2030 (2020-05-28), General Conditions – Higher Complexity – Goods, as amended;
- (g) Annex A, Statement of Requirement;
- (h) Annex B, Basis of Payment;
- (i) Annex D, SCSI Submission Form;
- (k) Annex E, SCI Scope Diagram;
- (m) The Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), as amended \_\_\_\_\_ (*insert date(s) of amendment(s) if applicable*), not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

### **17. 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.***

### **17. Foreign Nationals (Foreign Contractor)**

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

### **18. Insurance**

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



## 19. Limitation of Liability

### Limitation of Liability - Information Management/Information Technology

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 section, even if it has been made aware of the potential for those damages.
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 caused by the Contractor's performance or failure to perform the Contract 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 (a) above.
  - e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
    - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including 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 either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.5 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1 million.

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



- 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.
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 paragraph (a), 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 paragraph 3.

## **20. Supply Chain Security Clauses**

- "Product" means any hardware that operates at the data link layer of the OSI Model (layer 2) and above, any software and Workplace Technology Devices.
- "Workplace Technology Devices" means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.
- "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
- "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.

### **20.1 On-going Supply Chain Integrity Process**

20.1.1 Supply Chain Integrity Process: The Parties acknowledge that a Supply Chain Integrity Process assessment was a key component of the procurement process that resulted in the award of this



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

- 20.1.1.1 an IT Product List;
- 20.1.1.2 a list of subcontractors; and
- 20.1.1.3 network diagram(s).

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

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

20.1.2.1 The Contractor, starting at contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged. Changes made to the IT Product List must be accompanied with revised Network Diagram(s) when applicable.

20.1.2.2 The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavor to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.

20.1.2.3 Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.

20.1.2.4 Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSI.

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

20.1.3.1 The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.

20.1.3.2 The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case,



new security vulnerabilities may be identified in SCSI that have already been the subject of an SCSI assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

#### 20.1.4 Addressing Security Concerns:

20.1.4.1 If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.

20.1.4.2 At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:

20.1.4.2.1 provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;

20.1.4.2.2 if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and

20.1.4.2.3 implement the mitigation plan approved by Canada.

This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.

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

#### 20.1.5 Cost Implications:

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

20.1.5.1.1 with respect to Products already assessed without security concerns by Canada pursuant to an SCSI assessment, evidence from the Contractor of how long it has owned the Product;





20.1.5.1.2 with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;

20.1.5.1.3 evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;

20.1.5.1.4 the normal useful life of the Product;

20.1.5.1.5 any “end of life” or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;

20.1.5.1.6 the normal useful life of the proposed replacement Product;

20.1.5.1.7 the time remaining in the Contract Period;

20.1.5.1.8 whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;

20.1.5.1.9 whether or not the Product being replaced can be redeployed to other customers;

20.1.5.1.10 any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;

20.1.5.1.11 any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and

20.1.5.1.12 the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.

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

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

20.1.6 General:



20.1.6.1 The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.

20.1.6.2 The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.

20.1.6.3 Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.

20.1.6.4 If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 8(3).

20.1.6.5 Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

## 20.2 Subcontracting

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

20.2.1.1 the name of the subcontractor;

20.2.1.2 the portion of the Work to be performed by the subcontractor;

20.2.1.3 the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;

20.2.1.4 the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada's facilities;

20.2.1.5 completed sub-SRCL signed by the Contractor's Company Security Officer for CISD completion; and

20.2.1.6 any other information required by the Contracting Authority.

20.2.2 For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.





## 20.3 Change of Control

20.3.1 At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:

20.3.1.1 an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:

20.3.1.1.1 they are “related persons” or “affiliated persons” according to the Canada Income Tax Act;

20.3.1.1.2 the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

20.3.1.1.3 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.

20.3.1.2 a list of all the Contractor’s shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation’s shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;

20.3.1.3 a list of all the Contractor’s directors and officers, together with each individual’s home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and

20.3.1.4 any other information related to ownership and control that may be requested by Canada.

If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions – Higher Complexity – Services), provided the information has been marked as either confidential or proprietary.

20.3.2 The Contractor must notify the Contracting Authority in writing of:

20.3.2.1 any change of control in the Contractor itself;

20.3.2.2 any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and

20.3.2.3 any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).



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

20.3.3 In this Article, a “change of control” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture’s corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.

20.3.4 If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.

20.3.5 If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada’s determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.

20.3.6 In this Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.

20.3.7 Despite the foregoing, Canada’s right to terminate on a “no-fault” basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.

## **21. Joint Venture Contractor**

21.1 The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: [list all the joint venture members named in the Contractor’s original bid].

21.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:



21.2.1 \_\_\_\_\_ has been appointed as the “representative member” of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;

21.2.2 by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and

21.2.3 all payments made by Canada to the representative member will act as a release by all the members.

21.3 All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the Work in any way.

21.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.

21.5 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.

21.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

***Note to Bidders: This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.***

**22. 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	SSC designated location in NCR
Contractor must deliver Hardware Documentation	Yes
Contractor must update Hardware Documentation throughout Contract Period	Yes
Hardware Documentation must include maintenance documentation	Yes
Parts Supplied as part of Hardware Maintenance Service	All parts must be new.
Contractor must Install Hardware at time of Delivery	No
Contractor must Integrate and Configure Hardware at time of Installation	No
Hardware is part of a System	No
Availability-level Testing will be	No



performed before Acceptance	
Hardware Warranty Period	Despite Supplemental General Conditions 4001, the Hardware Warranty Period under Part V is 60 months
Class of Maintenance Service	Return-to-Depot Maintenance Service On-Site Maintenance Service
	Despite Section 22 of Standard General Condition 2030, the Contractor must provide repair of all defective parts of the NAS Devices under warranty. The Contractor has the choice of repairing the defective parts at SSC's facility or request that SSC ships the defective parts from NCR to the closest Contractor repair facility in Canada at no additional cost to SSC. Equipment returned from the Contractor to SSC must be at no additional cost to SSC. SSC must not be required to extract defective parts from an enclosure. All defective hard drives will be retained by SSC for internal disposal.
Toll-free Telephone Number for Maintenance Service	[to be completed with information from the Contractor at the time of award] in English and, if available, in French.
Website for Maintenance Service	[to be completed with information from the Contractor at the time of award]

### 23. Purchased Hardware:

The Hardware must be delivered together with any software specified in the Contract or required for the Hardware to function in accordance with the Specifications (the "Licensed Software"). With respect to the Licensed Software:

23.1 It must be the current release and, unless otherwise specified, require no further research or development to meet the Specifications;

23.2 It must be supported by, and fully compatible with, the Hardware up to the limit of the Hardware's expansion capability. The Contractor must completely integrate and interface the Licensed Software with the Hardware before acceptance;

23.3 The Contractor grants a single, perpetual, non-exclusive license to Canada for the Client for each unit of NAS to use the Licensed Software in accordance with the Contract. This license allows the Client to install, copy, deploy and use the Licensed Software.

### 24. Licensed Software:

With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	<p>The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products:</p> <p>_____ [this information will be completed at contract award using information in the Contractor's bid]</p>
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Type of License being Granted	Entity(?) Device(?) License
Entity License  Or  Number of Devices Licensed	
Language of Licensed Software	The Licensed Software must be delivered in English and, if available, French.
Media on which Licensed Software must be Delivered	Internet Download or CD-ROM or DVD

### 23.1 On-going Maintenance of Software Code:

The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or “build” originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 5 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or “build” of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

### 24 With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	The Software Support Period is the Warranty Period of the NAS
Contractor must provide On-site Support Services	No
Contact Information for Accessing the Contractor's Support Services	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____</p> <p>Email Access: _____</p> <p>The Contractor must respond to all telephone or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication.</p> <p>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</p>
Website	<p>In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of</p>



	the time. The Contractor's website address for web support is _____. [Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]
Language of Support Services	The Support Services must be provided in in English and, if available, French.

## **25 Delivery-Specific Deliverable Substitutions of Hardware**

25.1 If the Contractor is unable to provide a specific item of Hardware ordered under the Contract and wishes to offer a substitute in respect of that order, the Contractor must submit a request to the Contracting Authority together with a certificate that the proposed substitute item meets or exceeds the specification(s) of the existing product being substituted and the price for the substitute product must not exceed:

- i. the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
- ii. the current published list price of the substitute product, minus any applicable Government discount; or
- iii. the price at which the substitute product is generally available for purchase,

whichever is the lowest.

25.2 The substitute item must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the substitution is acceptable. Whether or not to accept or reject a proposed substitution is entirely within the discretion of Canada.

25.3 The ability to propose a substitute for a specific delivery does not relieve the Contractor of its obligation to make delivery within the period set out in the Contract, regardless of whether or when the proposed substitution is approved.

## **26 Deliverable Alternatives for Hardware**

26.1 The Contractor may propose an alternative for an existing Hardware product listed in the Contract, as long as the proposed alternative meets or exceeds the specification(s) of the existing product for which the new product is being offered as an alternative and the price for the alternative product does not exceed:

- i. the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract;
- ii. the current published list price of the substitute product, minus any applicable Government discount; or
- iii. the price at which the substitute product is generally available for purchase,



whichever is the lowest.

26.2 The proposed alternative product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).

26.3 The alternative item must not be shipped until formally authorized by the Contracting Authority after the Technical Authority determines the alternative is acceptable. Whether or not to accept or reject a proposed alternative is entirely within the discretion of Canada. If Canada does not accept a proposed alternative, the Contractor must continue to deliver the original product. If accepted, the addition of the alternative product will be documented for the administrative purposes of Canada by a contract amendment, by adding the alternative as a product under the Contract. Once an alternative product has been included in the Contract, Canada may purchase either product, at its option.

26.4 The ability to propose an alternative does not relieve the Contractor of its obligation to make delivery of the existing product when ordered within the period set out in the Contract by the Delivery Date, regardless of whether or when the proposed substitution is approved.

## **27 Extension of Existing Product Line**

27.1 During the Contract Period, if technological improvements have been made to the products available for purchase under the Contract, the Contractor may propose new products that are an extension of an existing product line or the “next generation” of an existing product line that meet or exceed the specification(s) of existing products under the Contract, if the price for the new product does not exceed:

- i. the firm price (or ceiling price, if applicable) for the product originally offered in the Contractor's bid that resulted in the award of the Contract plus 5%;
- ii. the current published list price of the substitute product, minus any applicable Government discount; or
- iii. the price at which the substitute product is generally available for purchase,

whichever is the lowest.

27.2 The proposed new product may be subject to benchmark evaluation and the Contractor must pay for all costs associated with the benchmark evaluation (e.g., transportation, benchmark fee, etc.).

27.3 Whether or not to accept or reject a proposed new product is entirely within the discretion of Canada. If Canada does not accept a proposed new product that is proposed to replace an existing product, the Contractor must continue to deliver the original product. If accepted, the addition of the new product will be documented for the administrative purposes of Canada by a contract amendment, by adding the new product to the Contract.

27.4 No new products will be included in the Contract until one year after the Contract is awarded.



## **ANNEX A**

### **STATEMENT OF REQUIREMENTS**

#### **1. Requirement**

Global Affairs Canada (GAC) has 178 missions in 110 countries dispersed across the world. In the missions there is a variety of environmental factors that vary by region such as humidity, air quality, power and temperature that must be overcome to provide a reliable service.

The Mission Data Centre Infrastructure is responsible for providing a highly available, secure, and fully managed capability for compute and storage infrastructure services, with the following capabilities:

- Compute provides containers in which IT workloads can run. An IT workload stack consists of applications, associated data, and an operating system environment in which the application executes. A workload container is the pairing of compute infrastructure and an operating system environment. There are two kinds of Compute Infrastructure containers – a bare metal (physical) server and a virtual machine. The compute infrastructure is implemented using a stateless compute node model where compute, storage and networking are assembled in a software-defined fashion to provide dynamically configurable compute infrastructure containers.
- Storage provides capacity, connectivity, availability, and data protection for IT workloads in which an application executes. In a software defined data centre (SDDC), the Hyper-Converged Infrastructure (HCI) provides Software Defined Storage (SDS) solutions for both block level and file level capacity depending on the product. Network Attached Storage (NAS) is leveraged to provide file servers directly on the network and used to provide secondary backup targets. Storage also integrates with the Operation Recovery Services to provide capabilities necessary to enable data protection functionality.
- Virtualization implements a hypervisor to provide an abstraction layer between the hardware and the executing operating systems and applications. The hypervisor allows for high availability and other desired services such as rapid deployment, dynamic resource consumption, and OS mobility.
- Power Management provides protection from spikes, brown outs and surges, and provides the ability to support graceful shutdowns of virtual machines and infrastructure in the event of outages to protect against software and hardware failures.

The NAS device must be portable and have its own processor, memory, and operating system that have no dependency on another device (such as a server) for its operation. The NAS device needs to have dimensions and weight that allows the unit to be moved and relocated by a single person quickly in cases of emergency evacuations.

NAS secondary backup role is critical in order to rebuild the site. The information on the device must be protected against single drive failures. The device must support high capacity hard drives.

#### **2. Deliverables and Specifications**

##### **2.1 Network Attached Storage**





SSC supports multiple small datacentres outside Canada where the equipment are aging and will need to be refreshed by new technologies. The equipment must be able to operate in difficult environmental conditions (humidity, dust, fallover to generator, etc.) and managed remotely.

### **2.1.1 NAS Device Specifications**

The NAS device must comply with all the specifications in M1.

## **2.2 Delivery:**

The Contractor must deliver the NAS devices, meeting the requirements set out in section 2.1 above, to an SSC Location in the NCR (Delivery Location) within thirty (30) days of Canada submitting an order (Delivery Date).

The Contractor must pay all costs associated with replacing any item damaged in transit to the Delivery Location. The Contractor acknowledges that no item will be considered delivered on the Delivery Date if it is damaged or otherwise not ready for Canada to begin its acceptance procedures. The Contractor must, at a minimum, package the orders according to industry standards and include a packing slip with each shipment.

## **2.3 Documentation:**

With each delivery, the Contractor must provide an itemized list of the model, make, date of purchase, serial number and parts numbers for each device and all associated peripherals.

With each device, the Contractor must deliver one (1) hard copy and one (1) electronic copy of all documentation (technical documentation and complete user manuals) for the device and all associated peripherals and associated warranty documentation (see section 2.4 below).

All documentation must be provided in English and French.

In the event of updates required to the documentation for the device and all associated peripherals (e.g. due to changes in preventative maintenance requirements, etc.), the Contractor must notify Canada and make available to Canada the revised documentation.

## **2.4 Warranty**

For each device, and all associated peripherals, the Contractor must provide warranty coverage for a period of 5 years (60 months), specifically Return-to-Depot Maintenance Service, including device repair and/or replacement. All defective hard drives will be retained by SSC for internal disposal.

The Contractor must be responsible for all associated shipping costs related to warranty, repair and replacement, to and from SSC's premises. The warranty term shall commence from the date each device (including its peripherals) are received by Canada.

The Contractor's warranty must include both materials and labour, and provide coverage for construction, wear, workmanship and parts.

## **2.5 Contractor's Warranty, Maintenance and Support Representative**

The Contractor must provide a toll-free (in Canada) telephone number and a website that SSC personnel may use to contact the Contractor for all maintenance, support and warranty requests.

The Contractor must designate a single point of contact as its representative responsible for the management of the contract and its business relationship with Canada.



### **3. Acceptance**

All deliverables are subject to inspection by the SASC Technical Authority or a designated representative. The SSC Technical Authority reserves the right to verify that the NAS devices meet the specifications as set out in section 2.1

If any of the devices, upon inspection, are found to not meet the requirements of the Contract, Canada may reject it or require that it be corrected at the Contractor's expense before accepting it. No payments for the ordered hardware are due under the Contract unless the ordered hardware is accepted by Canada.



**ATTACHMENT 4.1**  
**BID EVALUATION CRITERIA**  
**(Use form 4 to submit)**

Technical proposals will be evaluated in accordance with the following Mandatory evaluation criteria.

SUMMARY OF EVALUATION PROCESS	
Mandatory Evaluation Criteria	Compliant / Non-compliant
M1. Proposed Network Attached Storage Devices	Yes / No
M2. COTS Product	Yes / No
M3. Certifications	Yes / No
MANDATORY EVALUATION OUTCOME	<i>Meets / Does Not Meet</i>



## Mandatory Evaluation Criteria

### M1. Proposed Network Attached Storage Devices

MANDATORY EVALUATION CRITERIA	SUBMISSION REQUIREMENT	BIDDER RESPONSE	MET /NOT MET
1.1 The Bidder must propose a network attached storage device, hard disk drives and all associated peripherals that meet the minimum specifications below:	<ul style="list-style-type: none"><li>(a) Provide information that demonstrates the proposed device addresses each requirement set out below. <i>Please utilise the provided response template (see below).</i></li><li>(b) Identify the make, model, and Original Equipment Manufacturer (OEM) for the proposed network attached storage device enclosure, hard drives and each associated peripheral. <i>Please utilise the provided response template (see below).</i></li><li>(c) Include a letter or certification from each OEM that confirms that the OEM has authorized the Bidder to provide and maintain its product(s) under any contract resulting from this RFP. <i>Please utilise the provided response template (see below).</i></li><li>(d) Identify the pre-installed operating system and any pre-installed software that is included, at no additional cost to Canada, with each network attached storage device. <i>Please utilise the provided response template (see below).</i></li></ul>		



M1 - NAS Device - Response Template		
Device Information	Additional Instructions	Bidder Response
Device Make		
Device Model		
Original Equipment Manufacturer (OEM)	Include a letter or certification from each OEM that confirms that the OEM has authorized the Bidder to provide and maintain its product(s) under any contract resulting from this RFP.	
Specification	Required Function / Feature	Details of the Bidder's Proposed Device
<i>NAS Appliance</i>	<ul style="list-style-type: none"><li>- The NAS device must have its own processor, memory, and operating system that have no dependency on another device (such as a server) for its operation.</li><li>- The NAS enclosure must provide its own airflow and cooling inside the chassis.</li><li>- Model must be the same for all options.</li></ul>	
<i>CPU</i>	<ul style="list-style-type: none"><li>- A minimum dual-core 2.2GHz enterprise grade server class processor (can be an embedded processor)</li><li>- Support 64-bit Instruction Set, Virtualization Technology, ECC Memory, Advanced Encryption Standard (AES-NI)</li></ul>	
<i>Memory</i>	<ul style="list-style-type: none"><li>- Minimum of 8 GB DDR4 ECC RAM upgradable to 32 GB or more</li></ul>	
<i>Drive bays</i>	<ul style="list-style-type: none"><li>- Maximum of 4 bays for 3.5 HDD.</li><li>- Optional 2.5 bays are accepted but will not be utilized as part of this solution.</li></ul>	
<i>Drives</i>	<ul style="list-style-type: none"><li>- The 3.5" drives must have SATA III drives each with a minimum speed of 7200RPM or greater.</li><li>- The disk drives provided must be listed as compatible with the NAS device by the NAS manufacturer.</li><li>- The disk drives provided must be backed by a 2 million hour MTBF rating.</li><li>- The disk drives must have a minimum of 256 MB cache.</li><li>- The disk drives must have average latency of 5 ms or lower.</li><li>- The disk drives must have rotational vibration (RV) sensors that detect and correct vibration.</li><li>- The disk drives must be configurable with advanced error recovery control designed for a RAID configuration at the firmware level.</li></ul>	
<i>Storage RAW capacity</i>	<ul style="list-style-type: none"><li>- The NAS Device must support up to 16 TB 3.5" HDD.</li></ul>	



### M1 - NAS Device - Response Template

	<ul style="list-style-type: none"><li>- <b>Option #1:</b> Must provide two (2) 3.5" 16 TB drives for a RAID 1 configuration. Must provide an additional one (1) 3.5" 16 TB drive as a hot spare.</li><li>or</li><li>- <b>Option #2:</b> Must provide three (3) 3.5" 16 TB drives for a RAID 5 configuration. Must provide an additional one (1) 3.5" 16 TB drive as a hot spare.</li><li>- Both options must be supported by the same NAS device.</li><li>- The RAID volumes will be configured by the customer.</li></ul>	
<i>Hot swappable</i>	<ul style="list-style-type: none"><li>- All drives installed must be hot-swappable.</li></ul>	
<i>Network ports</i>	<ul style="list-style-type: none"><li>- Must have a minimum of 2 RJ-45 NIC ports running at 1Gbps.</li><li>- Must support link aggregation and failover.</li></ul>	
<i>External ports</i>	<ul style="list-style-type: none"><li>- Minimum of 2 USB 3.0 (or newer generation) ports.</li></ul>	
<i>Form factor</i>	<ul style="list-style-type: none"><li>- Tower (Not rack mountable)</li><li>- The device must be no larger than 32cm x 32cm x 32cm.</li><li>- The device must weight no more than 12kg including the drives.</li></ul>	
<i>Power supply</i>	<ul style="list-style-type: none"><li>- 110V to 240V AC - 50/60 Hz, Single Phase - NEMA 5-15 plug.</li></ul>	
<i>RAID options</i>	<ul style="list-style-type: none"><li>- Must support at least 0, 1, 5, 6, and hot-spare</li></ul>	
<i>S.M.A.R.T.</i>	<ul style="list-style-type: none"><li>- All drives must support S.M.A.R.T. (Self-Monitoring, Analysis and Reporting Technology).</li></ul>	
<i>Protocols supported</i>	<ul style="list-style-type: none"><li>- The NAS must support and include all licenses for the following protocols:<ul style="list-style-type: none"><li>• SFTP / SSH Command line</li><li>• SMBv3 (or higher) / CIFS</li><li>• NFSv3 (or higher)</li><li>• iSCSI</li><li>• HTTP, HTTPS (TLS 1.2 or higher)</li><li>• USB 3.0 (or higher)</li></ul></li></ul>	
<i>Web Server Service</i>	<ul style="list-style-type: none"><li>- The NAS Device must support embedded web server to host a site for file content.</li><li>- The NAS Device must support HTTPS connections (TLS 1.2 or higher).</li></ul>	
<i>File format system</i>	<ul style="list-style-type: none"><li>- Internal drive must support at least one of the following: EXT4, ZFS, BTRFS</li><li>- External drive must support at least one of the following: EXT4, NTFS, FAT32</li></ul>	



M1 - NAS Device - Response Template		
<i>Virtualization</i>	<ul style="list-style-type: none"><li>- Support at least 1 virtual machine (Windows Server, Linux).</li><li>- Must include the hypervisor license for at least 1 VM.</li></ul>	
<i>Encryption</i>	<ul style="list-style-type: none"><li>- Must support AES 256-bit or higher volume-based encryption.</li><li>- iSCSI must be able to access AES 256-bit or higher encrypted volume.</li></ul>	
<i>Notifications</i>	<ul style="list-style-type: none"><li>- Must be able to send email notifications for hardware events (space, hardware failures)</li></ul>	
<i>Warranty Terms</i>	<ul style="list-style-type: none"><li>- 5-year comprehensive warranty to provide new replacement parts and technical support including firmware updates for all hardware components of the product.</li><li>- Dedicated toll-free phone number (available Mon - Fri from at least 9AM EST to 4PM EST) with knowledgeable English speaking or Bilingual (French) representatives.</li><li>- All replacement hard drives must be sealed in original packaging.</li><li>- All defective hard drives shall be retained by SSC for internal disposal.</li><li>- Next business day service for part replacement.</li><li>- Shipment of replacement parts under warranty terms shall be at no cost to SSC.</li><li>- All defective hard drives will be retained by SSC for internal disposal.</li><li>- All calls by SSC to warranty representatives will be assigned a unique ticket with the reference number for tracking purposes.</li><li>- Level 1 &amp; 2 Support: Initial diagnostic will be performed by SSC, replacement parts will be sent to SSC when requested. No remote access or log will be provided for support of part replacement due the sensitivity of the information.</li><li>- Level 3 support: Ticket will be forwarded to the appropriate engineering staff for response within 5 business days.</li></ul>	
<i>Firmware upgrade</i>	<ul style="list-style-type: none"><li>- The NAS device must support both automatic and manual Firmware upgrade mechanisms.</li><li>- Firmware upgrade files must be available on the manufacturer's web site.</li><li>- Firmware must be supported while the product is under warranty.</li></ul>	
<i>UPS support</i>	<ul style="list-style-type: none"><li>- The NAS device must support detection of UPS signal when it is running on battery power and initiate a graceful auto shutdown.</li><li>- The NAS device must support a power recovery option when power is restored.</li></ul>	
<i>Network Interface</i>	<ul style="list-style-type: none"><li>- The NAS device must support a web-based management interface that is accessible over HTTP/HTTPS connections (TLS 1.2 or higher for HTTPS).</li><li>- The NAS device must support the capability to install custom SSL certificates.</li></ul>	



M1 - NAS Device - Response Template		
<i>Side Band/Out of Band</i>	- The NAS device must support Intelligent Platform Management Interface (IPMI) for management.	
<i>Central Management</i>	<p>- Must provide, at no additional cost, a web-based, centralized management solution for remote management of a deployed fleet of at least 400 NAS enclosures which provides the following functionalities:</p> <ul style="list-style-type: none"><li>• Health dashboard for pertinent NAS health problems or capacity issues</li><li>• Remote patching/firmware updates</li><li>• Storage usage</li><li>• Support secure communication between the devices and the central management</li><li>• The web-based centralized management solution must be accessible over a web browser via HTTPS (TLS 1.2 or higher)</li><li>• The web-based centralized management solution must support the capability to install custom SSL certifications</li><li>• The web-based centralized management solution must be able to run within our network without Internet access during all stages of its lifecycle.</li></ul> <p>- <b>An internet-based solution is not acceptable for the web-based central management.</b></p>	
<i>Monitoring</i>	- Must support Simple Network Management Protocol (SNMP) version 3 for monitoring.	
<p><b><i>Bidder certifies that its proposed device, as described above, meets the required specification (as set out above) for the Network Attached Storage device.</i></b></p> <p><b><i>Bidders authorized signature of compliancy: _____ Title: _____ Date: _____</i></b></p>		





## M2. COTS PRODUCT

MANDATORY EVALUATION CRITERIA	SUBMISSION REQUIREMENT	BIDDER RESPONSE	MET /NOT MET
2.1 The system, component, and product must be available to the general public and must be the most recent generation available in production from the manufacturer.	(a) Provide proof of Compliance		

M2 – Bidder Response Template		
Device Information	Additional Instructions	Bidder Response
Proof of Compliance	Reference URL/Document - Provide specific details: page, paragraph, section #, etc.	
<i>Bidder certifies that the installed devices do not receive automatic updates to the device operating system(s) and any other device middleware/software, in accordance with section 2.3 of the Statement of Requirement. .</i>		
<i>Bidders authorized signature of compliance:</i> _____ <i>Title:</i> _____ <i>Date:</i> _____		



### M3. Certifications

MANDATORY EVALUATION CRITERIA	SUBMISSION REQUIREMENT	BIDDER RESPONSE	MET /NOT MET
<p>3.1 All high voltage electrical equipment supplied under this contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by an agency accredited by the Standards Council of Canada. All Systems must bear the certification logo that applies to at least one accredited agency. Any System not bearing a logo from the accredited agency described below will be considered non-compliant. Current accredited agencies include, but are not exclusively comprised of:</p> <p>1. Canadian Standards Association (CSA); 2. Underwriters' Laboratory Inc. (cUL) (cULus); 3. Underwriters' Laboratories of Canada (ULC); 4. Entela Canada (cEntela); 5. Intertek Testing Services (cETL); 6. Met Laboratories (cMET); 7. OMNI Environmental Services Inc (cOTL); and 8. TUV Rhineland of North America (cTUV).</p>	<p>(a) Provide information that demonstrates the proposed electrical equipment complies with at least one of the listed certifications or equivalent. <i>Please utilise the provided response template (see below).</i></p>		
<p>3.2 Systems must comply with the emission limits and labeling requirements set out in the Interference Causing Standard ICES-003, "Digital Apparatus", published by Industry Canada. Systems that have obtained Industry Canada ICES-003 approval that have been assembled from tested components and have not undergone entire system testing will be considered noncompliant. All devices tested must bear the appropriate labels indicating trade</p>	<p>(a) Provide information that demonstrates the proposed System complies with the emission limits and labelling requirements. <i>Please utilise the provided response template (see below).</i></p>		



MANDATORY EVALUATION CRITERIA	SUBMISSION REQUIREMENT	BIDDER RESPONSE	MET /NOT MET
name, model number, and the words indicating Industry Canada ICES-003 compliance.			
3.3 Systems must comply to FCC Class A certification and must include proof that for each Product being offered that includes a digital apparatus, an accredited agency has certified that it does not exceed the FCC Class A limits for radio noise emissions set out in the Radio Interference Regulations and the Products must bear the certification logo of the appropriate accredited agency.	(a) Provide information that demonstrates the proposed System complies to FCC Class A certification for each product proposed. <i>Please utilise the provided response template (see below).</i>		

M3 – Bidder Response Template		
Device Information	Additional Instructions	Bidder Response
Proof of Electrical Code compliance	Reference URL/Document - Provide specific details: page, paragraph, section #, etc.	
Proof of Emissions limits and labelling requirements compliance	Reference URL/Document - Provide specific details: page, paragraph, section #, etc.	
Proof of FCC Class A compliance	Reference URL/Document - Provide specific details: page, paragraph, section #, etc.	
<b>Bidder certifies that the installed devices do not receive automatic updates to the device operating system(s) and any other device middleware/software, in accordance with section 2.3 of the Statement of Requirement. .</b>		
<b>Bidders authorized signature of compliancy:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____		



## Annex B

### BASIS OF PAYMENT (FINANCIAL BID, Use Attached Form 3 to submit)

Description	Quantity	Firm Unit Price	Total Price
Per OPTION #1 (M1 - Storage RAW capacity) Network Attached Storage device fee - including per each device: a) Hardware in accordance with the specification in the Statement of Requirements (section 2.1); b) All documentation required as per Statement of Requirements, (section 2.3); c) Maintenance, in accordance with the Statement of Requirements (section 2.4); and d) Full return-to-depot maintenance and warranty for 60 months as per Statement of Requirements (section 2.5).	144	\$_____/ each	\$_____
Per OPTION #2 (M1 - Storage RAW capacity) Network Attached Storage device fee - including per each device: a) Hardware in accordance with the specification in the Statement of Requirements (section 2.1); b) All documentation required as per Statement of Requirements, (section 2.3); c) Maintenance, in accordance with the Statement of Requirements (section 2.4); and d) Full return-to-depot maintenance and warranty for 60 months as per Statement of Requirements (section 2.5).	12	\$_____/ each	\$_____



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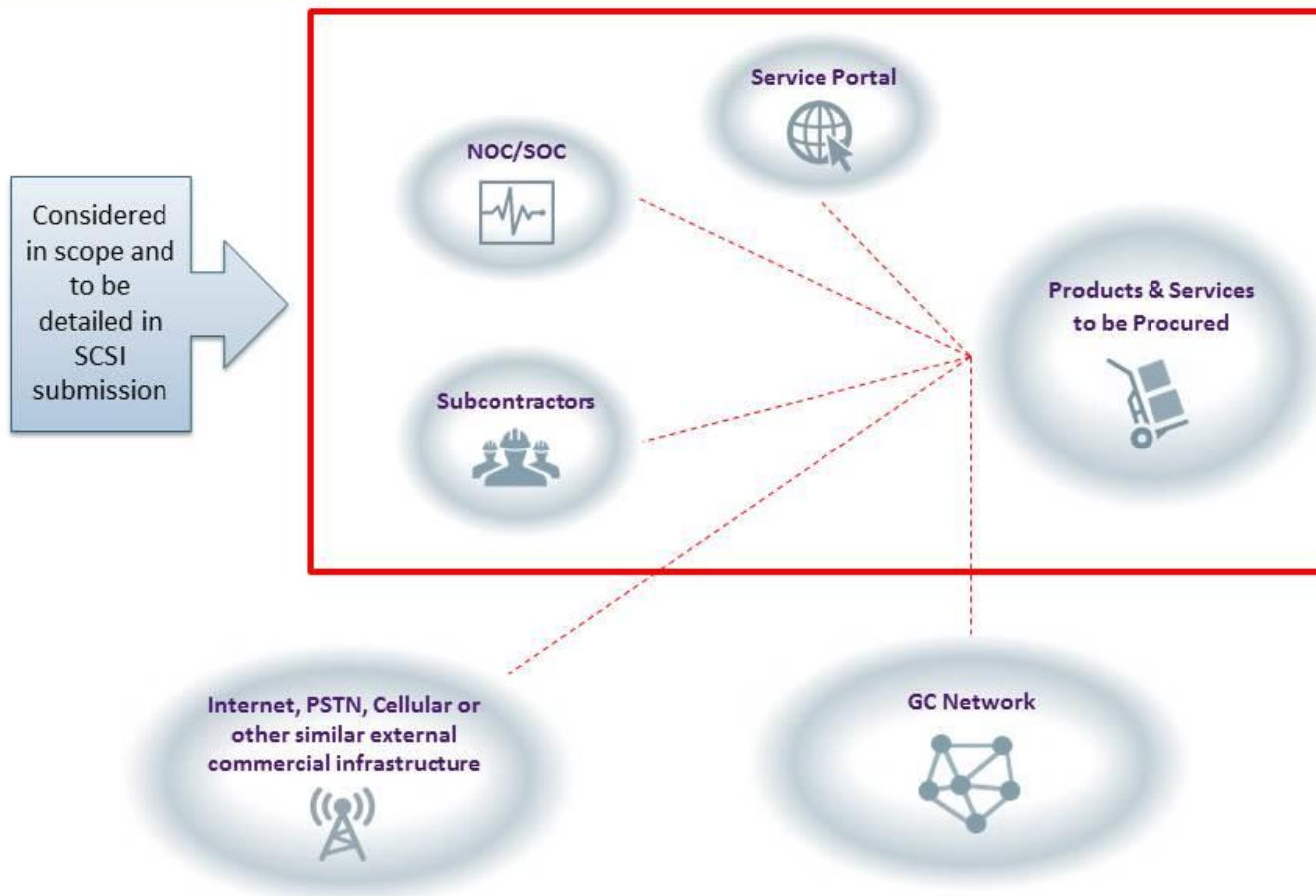
**Annex C**  
**SCSI Submission Form**

**Attached as a separate document**



Annex D  
SCI Scope Diagram

## High-level SCSI Scope Diagram





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**Annex E**  
**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)



**Form 1**

**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 \_\_\_\_\_





## Form 2

### BID SUBMISSION FORM

<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>					
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name				
	Title				
	Address				
	Telephone #				
	Fax #				
	Email				
<b>Bidder's Procurement Business Number (PBN)</b> <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>					
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)					
<b>Number of FTEs</b> [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.]					
<b>Security Clearance Level of Bidder</b> <i>[include both the level and the date it was granted]</i> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i>					
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.					
<b>Signature of Authorized Representative of Bidder</b>					



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**Form 3 Financial Bid Worksheet**

Attached as separate document



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**Form 4**

**SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM**

Attached as separate document



### Form 5

#### Software Publisher Certification Form

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

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

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*[bidders should add or remove lines as needed]*

### Form 6

#### Software Publisher Authorization Form

(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

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*[bidders should add or remove lines as needed]*

Name of Software Publisher (SP) \_\_\_\_\_

Signature of authorized signatory of SP \_\_\_\_\_

Print Name of authorized signatory of SP \_\_\_\_\_

Print Title of authorized signatory of SP \_\_\_\_\_

Address for authorized signatory of SP \_\_\_\_\_

Telephone no. for authorized signatory of SP \_\_\_\_\_

Fax no. for authorized signatory of SP \_\_\_\_\_



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Date signed

\_\_\_\_\_

Solicitation Number

\_\_\_\_\_

Name of Bidder

\_\_\_\_\_