

**ADDRESS BIDS TO/ ADRESSER LES
SOUSSIONS À:**

Jean-Charles.St-Onge@canada.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION****Proposal To: Shared Services Canada**

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

Proposition aux: Services partagés Canada

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

Comments - Commentaires

**THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT / CE DOCUMENT CONTIENT
DES EXIGENCES RELATIVES À LA
SÉCURITÉ**

Issuing Office – Bureau de distribution

SSC | SPC
Procurement and Vendor Relationships | Achats
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Title – Sujet LONG DISTANCE SVCS	
Solicitation No. – N° de l'invitation	Date May 21, 2021
Client Reference No. – N° référence du client R000066683	
File No. – N° de dossier R000066685	
Solicitation Closes – L'invitation prend fin at – à 2 :00 pm on – le July 02, 2021	Time Zone Fuseau horaire Eastern Daylight Time (EDT)
D.D.P (Delivery Duty Paid) Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Jean-Charles St-Onge	Buyer Id – Id de l'acheteur C26
Telephone No. – N° de téléphone : 613-618-0167	FAX No. – N° de FAX
Email : Jean-Charles.St-Onge@Canada.ca	
Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

Vendor/firm Name and address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Facsimile No. – N° de télécopieur

Telephone No. – N° de téléphone

Name and title of person authorized to sign on behalf of Vendor/firm (type or print)-
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date

BID SOLICITATION LONG DISTANCE SERVICES FOR SHARED SERVICES CANADA

EXECUTIVE SUMMARY

This bid solicitation is being issued to select a contractor to provide long distance services to the client base of Shared Services Canada (SSC). It is intended to result in the award of a single contract for 4 years with options to extend for 4 more years.

Part 7 (Resulting Contract Clauses) of this bid solicitation describes the Long Distance Telephone Services work to be performed if a contract is awarded. Part 7 includes a number of annexes, including the Statement of Work.

The bid solicitation also describes what will need to be submitted with your bid and how you will be evaluated. In summary, a complete bid consist of:

- a. A completed Form 1 (Bid Submission Form) (requested at bid solicitation closing, mandatory upon request);
- b. A completed Form 2 (Integrity Check) (requested at bid solicitation closing, mandatory upon request);
- c. A completed Form 3 (Federal Contractor's Program for Employment Equity - Certification) (requested at bid solicitation closing, mandatory upon request);
- d. A completed Form 4 (Former Public Servant – Certification) (requested at bid solicitation closing, mandatory upon request);
- e. A completed Form 5 (Customer Reference - Contact Information) (requested at bid solicitation closing, mandatory upon request);
- f. Completed Pricing and Financial Evaluation Worksheets (from Annex B – Pricing Tables) (mandatory at bid solicitation closing);
- g. The Certifications described in Part 5 of the bid solicitation.

Bidders are not required to provide a paragraph-by-paragraph response to most parts of this bid solicitation.

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. To be awarded a contract, the top-ranked bidder must have the required security clearance by the time SSC is ready to award the contract.

All bidders must submit their bids electronically via email to: Jean-Charles.St-Onge@canada.ca before the closing date.

BID SOLICITATION LONG DISTANCE SERVICES FOR SHARED SERVICES CANADA

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List of Annexes to the Resulting Contract:

Annex A - Statement of Work (SOW)

- Appendix A – LAS Consolidations
- Appendix B – CIC + BTN by Consolidation
- Appendix C – PIC DN List by Type & Quantity
- Appendix D – Canadian Volumetrics : All CLID Canada – Canada, CIC + BTN Canada- Canada, CLID Canada – Canada
- Appendix E – Canada-USA Volumetrics : CIC + BTN Canada – USA, CLID Canada – USA
- Appendix F – Canada-International Volumetrics : CIC + BTN Canada – International, CLID Canada - International

Annex B – Pricing Tables

Annex C – Security Requirements Check List (SRCL)

Note to Bidders: Pricing Tables will comprise the Pricing and Financial Evaluation Worksheets of Annex B, after deleting the quantities and any other cells that are included for evaluation purposes.

Forms:

- Form 1 – Bid Submission Form
- Form 2 – Integrity Check
- Form 3 – Federal Contractor's Program for Employment Equity
- Form 4 – Former Public Servant Certification
- Form 5 – Customer Reference- Contact Information

BID SOLICITATION FOR LONG DISTANCE SERVICES FOR SHARED SERVICES CANADA

PART 1 GENERAL INFORMATION

1.1 Introduction

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

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

The annexes include the Statement of Work, Pricing Tables, the Security Requirements Check List, and various forms.

1.2 Summary

- a. This bid solicitation is being issued by Shared Services Canada (SSC) to satisfy the requirement for Long Distance Telephone Service (LD). The purpose of these services is to enable Government of Canada employees to make calls to any location in Canada, the United States (U.S.) and international locations.
The resulting contract will be used by SSC to provide shared services to its clients, that include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the 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.
- b. Term of Contract: SSC intends to award the contract for a contract period of 4 year, plus 4 one-year irrevocable options allowing Canada to extend the term of the contract.
- c. This bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.
- d. There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://www.tpsgc-pwgsc.gc.ca/app-acq/index-eng.html>) website.
- e. The requirement is subject to the provisions of:

World Trade Organization Agreement on Government Procurement (WTO-AGP),
Canada-European Union Comprehensive Economic and Trade Agreement (CETA),
Canadian Free Trade Agreement (CFTA),
Canada-Chile Free Trade Agreement,
Canada-Columbia Free Trade Agreement,
Canada-Panama Free Trade Agreement,
Canada-Honduras Free Trade Agreement,
Canada-Korea Free Trade Agreement,
Canada-Peru Free Trade Agreement,
Canada-Ukraine Free Trade Agreement,
Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)

- f. Bidders are to provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 (2020-05-28) Goods or Services - Competitive Requirements and follow 2003-1 (2015-04-01) Supplemental Standard Instructions - Telecommunications.
- g. For services requirements, Bidders in receipt of a federal government pension or a lump sum payment are to provide the required information as detailed in Part 5 of the bid solicitation.
- h. 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 Form 3, “Federal Contractors Program for Employment Equity – Certification.”

PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- b. 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.
- c. For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.
- d. The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements and 2003-1 (2015-04-01) Supplemental Standard Instructions – Telecommunications, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003, 2003-1 and this document, this document prevails.
- e. Subsection 03 of the 2003 (2020-05-28) Standard Instructions – Goods and Services – Competitive Requirements is amended as follows: delete “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16”
- f. Subsection 05 (4.) of 2003(2020-05-28) , Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
 - i. Delete: sixty (60) days
 - ii. Insert: one hundred and eighty (180) days
- g. Sections 6 and 7 of the 2003 (2020-05-28) Standard Instructions – Goods and Services – Competitive Requirements are deleted;
- h. Section 10 of the 2003 (2020-05-28) Standard Instructions – Goods and Services – Competitive Requirements is amended by:
 - i. changing the title to read “Legal Capacity and Ownership and Control Information”;
 - ii. numbering the first paragraph as number 1.; and
 - iii. adding the following paragraphs to the section:
 1. The Bidder must provide, if requested by the Contracting Authority, the following information as well as any other requested information related to the ownership and control of the Bidder, its owners, its management and any related corporations and partnerships:
 - (a) An organization chart for the Bidder showing all related corporations and partnerships;
 - (b) A list of all the Bidder’s shareholders and/or partners, as applicable; if the Bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner; and
 - (c) A list of all the Bidder’s directors and officers, together with each individual’s home address, date of birth, birthplace and citizenship(s); if the Bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner. In the case of a joint venture Bidder, this information must be provided for each member of the joint venture. The Contracting Authority may also require that this information be provided in respect of any subcontractors specified in a bid.
2. For the purposes of this section, a corporation or partnership will be considered related to another party if:

- a) they are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;
 - (b) the entities have now or in the two years before the closing date had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (c) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- i. The 2003-1 Supplemental Standard Instructions - Telecommunications (2015-04-01) are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003-1 and this document, this document prevails.

2.2 Submission of Bids

- a. All bidders must submit their bids electronically via email to: Jean-Charles.St-Onge@canada.ca before the closing date.
- b. Because of the nature of this solicitation, a response by fax or by hand to Shared Services Canada will not be accepted.
- c. Bidders intending to submit a Bid response are requested to send an e-mail notification to Jean-Charles.St-Onge@Canada.ca prior to the closing date indicating their intention to submit a response.
- d. Bidders should register in the SSC P2P portal in order to (in the future):
 - i. view and access solicitations from SSC;
 - ii. submit a response to a solicitation;
 - iii. receive updates and amendments regarding solicitations;
 - iv. be awarded contracts and receive contract amendments; and
 - v. submit invoices and receive payment status updates.

To register, please go to <https:sscp2pspc.ssc-spc.gc.ca> and click "Register Now".

In this case, the submission of the bids will be carried out outside of P2P. Future steps however, such as the awarding of the contract and contract amendments and invoicing will take place within P2P.

- e. **Format of Documents in P2P:** Once a contract is in place the winning bidder will submit invoices with the contract number clearly identified in any of the following approved formats:
 - i. PDF attachments; and
 - ii. Documents that can be opened with either Microsoft Word or Microsoft Excel.

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

- f. **File Size:** P2P accommodates individual documents of up to 30MB each. Bidders should ensure that they submit their bid in multiple documents, each of which does not exceed 30MB. Bidders may submit as many documents as necessary.

- g. **To note:** Once a contract is in place invoices will be submitted by the winning bidder electronically through the SSC P2P portal in accordance with the section "Invoicing Instructions" found under the contract.

2.3 Former Public Servant

- a. Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.
- b. **Definitions**
For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act, R.S.](#), 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:
- i. an individual;
 - ii. an individual who has incorporated;
 - iii. a partnership made of former public servants; or
 - iv. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

c. **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

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

d. **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- i. name of former public servant;

- ii. conditions of the lump sum payment incentive;
- iii. date of termination of employment;
- iv. amount of lump sum payment;
- v. rate of pay on which lump sum payment is based;
- vi. period of lump sum payment including start date, end date and number of weeks;
- vii. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Bid Solicitation

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

2.5 Applicable Laws

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

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

2.6 Volumetric Data

- a. The estimated Long Distance Services data in Annex B, Pricing and Financial Evaluation Worksheet, has been provided to Bidders to assist them in preparing their bids. *The estimated LD minutes of completed calls per month, where applicable, are based on historic data.* The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage will be consistent with this data. The LD service Inventory is provided in the Statement of Work – Annex A, Appendices A to F. The government of Canada has also identified (PIC'd) DNs in this bid solicitation. This data is provided in reference to help bidders assess the distribution, across Canada, of LD service users who generated the historical volumes.

PART 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- a. **Copies of Bid:** Canada requests that bidders provide their bid in separately sections as follows:
 - i. Section I: Technical Bid (1 soft copy);
 - ii. Section II: Financial Bid (1 soft copy);
 - iii. Section III: Certifications (1 soft copy);
 - iv. Note: Certifications may be included with the Technical Bid.
 - v. The attachments must be labelled with the Bidder's name, the solicitation number and the signature of an authorized representative of the Bidder. The Financial Bid must be provided on a separate attachment.
 - vi. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- b. **Format for Bid:** Canada requests that bidders submit bids in PDF and Excel format, if required, and follow the format instructions described below in the preparation of their bid:
 - i. 8.5 x 11 inch (216 mm x 279 mm) format;
 - ii. use a numbering system that corresponds to the bid solicitation;
 - iii. include a title page at the front of each section of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative;
 - iv. include a table of contents; and
 - v. use page numbering on all pages on the presentation.
- c. **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:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- d. **Joint Venture Experience:**
 - i. 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.

- ii. 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.

3.2 Section I: Technical Bid

- a. Any requirement in this solicitation and the Statement of Work – Annex A, including all other annexes and appendices, by the term “must” is mandatory. Bids that do not meet mandatory requirements will be declared non-responsive.
- b. In their technical bid, bidders must demonstrate their understanding of the requirements and functionalities contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability to provide Long Distance Service based on the traffic volume scalability requirements identified in Annex A, Table 7. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- c. The technical bid consists of the following:
 - i. **Bid Submission Form- Form 1 (Requested at Bid Solicitation Closing, mandatory upon request):** 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.
 - ii. **Corporate Profile and Experience: (mandatory at Bid Solicitation Closing):** SSC wishes to identify a bidder with substantial and recent corporate experience providing long distance telephone service (LD). Bidders are required to include, with their bids, a one page letter from an Executive of the Bidder's company clearly substantiating that the Bidder has the technical ability and experience to support:
 - A. 20,000,000 LD minutes,
 - B. 5,000,000 LD calls;
 - C. Network capacity to support 200,000 LD users, and;
 - D. the capability of supporting the above volumes using CIC + BTN Conversion, or equivalent routing method.
 - iii. **Customer Reference Contact Information- Form 5 (requested at Bid Solicitation Closing, mandatory upon request):** Bidders are requested to include with their bids, two (2) customer references for Long Distance Service. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name, contact information of an alternate from the same customer. The Customer Reference Contact Information Form must include the name, title, telephone number

and e-mail address for each customer reference who confirms, when requested by SSC, that the Bidder has provided, at a minimum:

- A. 300,000 minutes per month;
- B. 20,000 calls per month; and
- C. Service for 5,000 users located in 3 or more provinces.

If Form 5, appropriately filled out, is not submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

- iv. By submitting a bid, the Bidder confirms its agreement to the terms and conditions of the Non-Disclosure Agreement set out herein.
- v. **Certifications (Requested at Bid Closing, mandatory upon request):** Bidders are required to submit the certifications under Part 5.

3.3 Section II: Financial Bid

- a. **Pricing: (Mandatory at Bid Closing.)** Bidders must submit their financial bid in accordance with Annex B – Pricing and Financial Evaluation Worksheet. All usage volumes shown in Annex B – Pricing and Financial Evaluation Worksheet are included for evaluation purposes only.
- b. **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 and for the Option Periods shown. 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 and Financial Evaluation Worksheets. All prices must include all costs associated with providing LD service, i.e., design provision, project management, implementation, monitoring and billing of the service.
- c. **Per Minute Pricing – LD Service (Annex B, Table 1):** The financial bid must identify a separate per-minute price for calls terminating in the following locations:
 - i. Canada;
 - ii. United States; and
 - iii. International locations.
- d. **Rounding Rules:** All per-minute prices must be based on a 30-second minimum; and, calls exceeding 30 seconds must be priced and billed on 6-second (0.10 minute) increments based on the initial per-minute price. Each completed call must be rounded to the nearest cent, up or down, using standard rounding practices (e.g. call charges of \$1.5114999 and \$1.5115000 must be rounded to \$1.511 and \$1.512 respectively).
- e. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and 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.
- b. An evaluation team composed of representatives of SSC will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 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. **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - A. verify any or all information provided by the Bidder in its bid; OR
 - B. contact any or all references supplied by the Bidder to verify and validate any information submitted by the Bidder,

the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
 - iii. **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

- a. **Mandatory Technical Criteria:**
 - i. 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.
- b. **Evaluation of Experience: (See Section I: Technical Bid, article 3.2 c. ii., Corporate Profile and Experience; and, article 3.2 c. iii., Customer Reference Contact Information - Form)**
 - i. **For Corporate Profile and Experience:** This is mandatory at Solicitation Closing. For the corporate experience claimed by the Bidder that does not require a customer reference (for example, the capability of supporting the specified volumes using CIC + BTN Conversion, or equivalent routing method), Canada may request during evaluation that the Bidder submit evidence that substantiates its claim of experience. - If requested, the Bidder must submit evidence that substantiates its claim of experience. The deadlines that apply to requests for clarifications will apply to any such request if needed.
 - ii. **For Customer reference checks:**
 - A. If Canada elects to conduct reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders within a 48-hour period using the e-mail address provided in the bid. A bidder will not meet the mandatory experience requirement (as applicable)

unless the response is received within 5 working days of the date that Canada's e-mail was sent.

- B. On the third federal government working day (FGWD) after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 FGWD. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The Bidder will have 24 hours to submit the name of a new contact. That contact will again be given 5 FGWDs to respond once Canada sends its reference check request.
 - C. If Canada does not receive a response from the contact person or alternate, within the 5 FGWDs, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
 - D. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
 - E. A bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.
- c. Technical Evaluation**
- i. Mandatory evaluation is included in Part 3 of the solicitation.
 - ii. The evaluation process for the technical bid is described in Part 3 and in Part 4.

4.3 Financial Evaluation

- a. The financial evaluation process will be conducted by calculating the Total Bid Price using the Pricing and Financial Evaluation Worksheets completed by the Bidder at Annex B, Table 1.
- b. **Formulae in Pricing Tables**
If the Pricing and Financial Evaluation Worksheet provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.
- c. **Calculation of Financial Score**

The Bidder's Financial Score will be the Total Bid Price.

4.4 Basis of Selection

- a. A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest Financial Score, and which is fully compliant to all mandatory requirements and certifications in this bid solicitation will be recommended for contract award.
- b. Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

- c. **Tie-Breaker;** If multiple bidders receive the same Financial Score, the Bidder with the lowest Price/Minute Bid Price for calling terminating in Canada (calculated in Annex B, Table 1) will be ranked first and awarded the contract.
- d. In the event that a tie results from paragraph 4.4 c., being identical between two bidders, Canada will resolve the tie by means of a best two out of three coin toss. A neutral third party will be selected to toss the coin, should this scenario occur.

PART 5 CERTIFICATIONS

5.1 General

- a. Bidders must provide the required certifications and documentation to be awarded a contract.
- b. 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.
- c. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

a. 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.

b. 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_equality/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.

See Form 3 - Federal Contractors Program for Employment Equity – Certification, attached.

c. **Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

i. **Definitions**

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

- A. an individual;
- B. an individual who has incorporated;
- C. a partnership made of former public servants; or
- D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

i. **Former Public Servant in Receipt of a Pension**

As per the above definitions, if the Bidder is a FPS in receipt of a pension, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

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

ii. **Work Force Adjustment Directive**

If the Bidder is a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive, the Bidder must provide the following information:

- A. name of former public servant;
- B. conditions of the lump sum payment incentive;
- C. date of termination of employment;
- D. amount of lump sum payment;
- E. rate of pay on which lump sum payment is based;

- F. period of lump sum payment including start date, end date and number of weeks;
- G. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

See Form 4 – Former Public Servant – Certification, attached.

d. Integrity Check

Bidders are requested to include a completed Form 2 – Integrity Check with their bids. Using the form to provide the information is not mandatory, but it is recommended. If Form 2 is not included with the bid or if Canada determines that the information required by Form 2 is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so. Upon request, the Bidder must also provide any further information required by the Contracting Authority pursuant to Section 1 of Standard Instructions.

e. Certifications Required by Supplemental Standard Instructions 2003-1

Bidders are required to submit the required regulatory certifications in accordance with Supplemental Standard Instructions - Telecommunications. Bidders should note that only tariffs to which the Bidder itself will be subject in performing the work are required to be submitted. It is the responsibility of the Bidder to manage its own relationship with any subcontractors who may be subject to tariffs.

PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

- a. Before award of a contract, the following conditions must be met:
 - i. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b. 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.
- c. For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- d. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.
- e. Canada will not delay the award of any contract to allow bidders to obtain the required clearance.

6.2 Financial Capability

- a. SACC Manual clause A9033T (2012/07/16), Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary; the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."
- b. In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

PART 7 RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- a. **TO BE INSERTED UPON CONTRACT AWARD** (the "Contractor") agrees to supply to the Client the Long Distance Telephone Services (LD) described in the Contract, including the Statement of Work and Appendices, in accordance with, and at the prices set out in the Contract. The purpose of these services is to enable Government of Canada employees to make calls to any location in Canada, the United States (U.S.) and international locations.
- b. **Client:** Under the Contract, the "Client" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to 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.
- c. **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions or Annex A Statement of Work and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions or Annex A Statement of Work.

7.2 Service Orders

Work will be requested on a "as and when requested" basis through Service Orders, which are covered under Annex A, Statement of Work.

7.3 Minimum Work Guarantee

- a. In this clause "Minimum Work Guarantee" means \$2,000,000.00.
- b. The Contractor must perform the Work described in the Contract, as and when requested by Canada during the Contract period. Canada's obligation under the Contract is to request Work in the amount of the Minimum Work Guarantee or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article c., subject to sub-article d.. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Work Guarantee during the Contract Period, Canada must pay the Contractor the difference between the Minimum Work Guarantee and the total cost of the Work requested.
- d. Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract default.

7.4 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>) 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.

a. General Conditions:

- i. 2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract. These General Conditions are amended as follows:

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

Apply and form part of the Contract.

b. Supplemental General Conditions:

The following Supplemental General Conditions:

- i. 4005 (2012-07-16), Supplemental General Conditions - Telecommunications Services and Products, except for the following:

Section 06 of 4005 (**Price Protection**) is deleted and replaced by **article 11. Payment** of this Contract, under **sub-article g. Price Protection – Most Favoured Customer**.

apply to and form part of the Contract.

7.5 Security Requirement

The following security requirement (SRCL and related clauses) applies and forms part of the Contract.

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

7.6 Confidentiality and Protection of Data

- a. All LD Services records must be kept strictly confidential in accordance with General Conditions 2035, Section 22 and Supplemental Conditions 4005, Section 05.

- b. The Contractor must ensure that all databases containing any information related to the Work are located in Canada, or, if the Contracting Authority has first consented in writing, in another country where:
- i. Equivalent protections are given to personal information as in Canada under legislation such as the Privacy Act, R.S. 1985, c. P-21, and the Personal Information Protection and Electronic Documents Act, S.C. 2000, c 5, and under any applicable policies of the Government of Canada; and
 - ii. The laws do not allow the government of that country or any other entity or person to seek or obtain the right to view or copy any information relating to the Contract without first obtaining the Contracting Authority's written consent.
- c. In connection with granting its consent to locating a database in another country, the Contracting Authority may, at its discretion, require the Contractor to provide a legal opinion (from a lawyer qualified in the foreign country) that the laws in that country meet the above requirements, or may require the Contractor to pay for Canada to obtain such a legal opinion. Canada has the right to reject any request to store Canada's data in a country other than Canada if there is any reason to be concerned about the security, privacy, or integrity of Canada's data. Canada may also require that any data to be sent or processed outside of Canada be encrypted with Canada-approved cryptography and that the private key required to decrypt the data be kept in Canada in accordance with key management and storage processes approved by Canada.
- d. The Contractor must control access to all databases on which data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometrics controls).
- e. The Contractor must ensure that all databases on which any data relating to this Contract is stored, are physically and logically independent (meaning there is no direct or indirect connection of any kind) from all databases, unless those databases are located in Canada (or in another country approved by the Contracting Authority under subsection b. above, and otherwise meet the requirements.
- f. The Contractor must ensure that all data relating to the Contract is processed only in Canada or in another country approved by the Contracting Authority under subsection b. above.
- g. The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada, unless the Contracting Authority has first consented in writing to an alternate route. The Contracting Authority will only consider requests to route domestic traffic through another country that meets the requirements of subsection b. above.
- h. Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.

7.7 General Security Measures Surrounding Transmission of Sensitive Data

- a. The telecommunications service provided under the Contract will be used for the transmission of Government of Canada data of various kinds, including secure communications (at various security classification levels), privileged communications (such as Cabinet confidences and solicitor-client communications), and otherwise sensitive communications (including transmissions containing personal information of Canadians and proprietary or confidential information of third parties, such as suppliers).

- b. The Contractor acknowledges that Canada requires, and the Contractor agrees that, the telecommunications service provided under the Contract is and will be subject of robust, comprehensive security measures that evolve as security threats and technologies evolve, so that the security measures in use are updated throughout the Contract Period, in order to achieve adequate and reasonable levels of data integrity, availability and confidentiality.
- c. When requested by Canada, the Contractor must implement any mutually agreed upon security or protection measures, including, if applicable, periodic security testing (vulnerability assessments) of the website and any supporting web enabled applications. These security or protection measures must be implemented within a timeframe agreed to with Canada. The parties agree that the measures and timelines will be determined based on the severity of the threat to the integrity, availability and confidentiality of Canada's data and communications.

7.8 Change of Control

- a. At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
 - i. an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
 - A. they are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;
 - B. the entities have now or in the two years before the request for the information had a *fiduciary* relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - C. the entities otherwise do not deal with one another at arm's length, or *each of them* does not deal at arm's length with the same third party.
 - ii. a list of all the Contractor's shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;
 - iii. a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner;
 - iv. and 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.

- a. The Contractor must notify the Contracting Authority in writing of:
 - i. any change of control in the Contractor itself;
 - ii. any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
 - iii. any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

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

- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

7.9 Contract Period

- a. **Contract Period:** The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - i. The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends 4 years later; and
 - ii. The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b. **Option to Extend the Contract:**
 - i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 1-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

- ii. Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.10 Authorities

a. Contracting Authority

The Contracting Authority for the Contract is:

Jean-Charles St-Onge

Procurement Team Leader | Chef d'équipe d'approvisionnement
Network, End Users and Cyber Security (NEUCS) | Réseaux, Utilisateurs et Cybersécurité
(RUC)

Procurement and Vendor Relationships | Acquisitions et relations avec les fournisseurs
Shared Services Canada | Services partagés Canada
180 Kent street, 13th Floor, Sta. 13-142 / 180 rue Kent,
13e étage, Sta. 13-142
Ottawa, Ontario
K1G 4A8

Telephone | Téléphone: (613) 618-0167

Fax | Télécopieur: (613) 960-6007

Email | Courriel: Jean-Charles.St-Onge@canada.ca

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

b. Technical Authority

The Technical Authority for the Contract is:

Name: Daniel Tonkes
Title: Voice Services Strategic Integration Manager
Shared Services Canada
Networks and End Users Branch

Address: 1601 Telesat Ct,
4th Floor, Room 4-111
Ottawa, Ontario
K1B 5P4

Telephone: 613-762-8529

Email: daniel.tonkes@canada.ca

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

c. Contractor's Representative: **TO BE INSERTED UPON CONTACT AWARD.**

7.11 Proactive Disclosure of Contracts with Former Public Servants

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

7.12 Payment

a. Basis of Payment

- i. **LD Services, (Per-Minute Pricing):** For providing the long distance services in accordance with the Contract, Canada will pay the Contractor the firm per-minute pricing set out in Annex B, Table 1, multiplied by the number of minutes used, GST/HST extra.
- ii. **Ad Hoc Management Reports:** These reports must be included in the firm per-minute pricing of LD Services. The Contractor must not charge Canada for Ad Hoc Management Reports.
- iii. **Monthly Service Management Reports:** The Contractor must not charge Canada for Monthly Service Management Reports. These reports must be included in the firm per-minute pricing of LD Services.
- iv. **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.
- v. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods and services in these amounts. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

b. Limitation of Expenditure

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

c. Limitation of Price

- i. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- d. **Method of Payment - Monthly Payment**
 - i. SACC Manual clause H1008C (2008-05-12), Monthly Payment, applies.
- e. **Method of Payment for Service Orders:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the Service Order in accordance with the payment provisions of the Contract, if:
 - i. 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;
 - ii. all such documents have been verified by Canada; and
 - iii. the Work delivered has been accepted by Canada.
- f. **Payment Credits**
 - i. **Service Performance Credits:** If the Contractor does not deliver or perform the services in accordance with the Contract, including all Annexes, the Contractor must calculate and provide a credit to Canada in accordance with the Statement of Work, Annex A, Table 8.
 - ii. **Corrective Measures:** If credits are payable under this Article for 2 consecutive months or for 3 months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
 - iii. **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period, including during implementation.
 - iv. **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.
 - v. **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.
 - vi. **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.
 - vii. **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.

g. Price Protection – Most Favoured Customer

- i. To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) under similar circumstances for a similar quality and a similar or lower quantity of goods and services in the year before the Contract was awarded.
- ii. The Contractor also agrees that, if after the date of the Contract it reduces the prices it charges to other customers under similar circumstances for a similar quality and a similar or lower quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- iii. At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- iv. During this audit, the Contractor must produce invoices and contracts for similar quality or a similar or lower quantity under similar circumstances of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and service locations).
- v. In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- vi. If Canada's audit reveals that the Contractor charged lower prices for a similar quality and a similar or lower quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- vii. Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

7.13 Invoicing Instructions

- a. The Contractor can submit invoices or equivalent 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 or equivalent is completed. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices or equivalent using an alternative method.
- b. By submitting invoices, the Contractor is certifying that the goods and/or services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

- c. For Purchase Orders, the Contractor's invoice or equivalent must indicate which line item(s) and the quantity for which it is invoicing.
- d. On request, the Contractor must provide the original of each invoice or equivalent to the Technical Authority. On request, the Contractor must provide a copy of any invoices or equivalent requested by the Contracting Authority.

7.14 Certifications

- a. Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.
- b. **Federal Contractors Program for Employment Equity – Default by the Contractor**
 - i. The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the “FCP Limited Eligibility to Bid” list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

7.15 Applicable Laws

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

Remark to Contracting Authority: Ensure the applicable law selected by the proposed contractor, or in the absence of such selection, the law indicated in the bid solicitation, is inserted in the blank. The Bidder, as instructed, will be able to propose a change to the applicable laws in its bid.

7.16 Priority of Documents

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

- a. these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- b. supplemental general conditions, in the following order:
 - i. 4005(2012-07-16); Supplemental General Conditions - Telecommunications Services and Products;
- c. General conditions 2035 (2020-05-28), General Conditions - Higher Complexity – Services;
- d. Annex A– Statement of Work;
- e. Annex B– Pricing Tables;

Note to Bidders: Pricing Tables will comprise the Pricing and Financial Evaluation Worksheets of Annex B, after deleting the quantities and any other cells that are included for evaluation purposes.

- f. Annex C– Security Requirements Check List (SRCL);
- g. the signed Service Orders (including all of their annexes, if any); and,

- h. the Contractor's bid dated _____ TO BE INSERTED UPON CONTRACT AWARD, as amended, 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.

7.17 Foreign Nationals (Canadian Contractor)

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

7.18 Insurance Requirements

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

7.19 Limitation of Liability

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

b. First Party Liability:

- i. 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:
- A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the 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.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph b.i.A. above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
- A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and

- B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph b.v.B. of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$ 2 Million.
- C. In any case, the total liability of the Contractor under subparagraph v. will not exceed the total estimated cost (as defined above) for the Contract or \$ 2 Million, whichever is more.
- vi. 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.
- a. **Third Party Claims:**
- i. 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.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article c.i. 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.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article c.

7.20 Joint Venture Contractor

- a. The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: (BIDDERS TO PROVIDE A LIST OF ALL THE JOINT VENTURE MEMBERS).
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- i. _____ 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;
- ii. 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
- iii. all payments made by Canada to the representative member will act as a release by all the members.

- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarity liable for the performance of the entire Contract.
- e. 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.
- f. 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.*

7.21 Telecommunications Services

- a. **Long Distance Services:** Whenever the Contractor receives a Service Order, the Contractor agrees to provide Long Distance Services in accordance with the terms and conditions and at the prices set out in the Contract.
- b. **Delivery Date:** The Contractor must deliver the Services within the time periods identified in the Statement of work.

7.22 Safeguarding Electronic Media

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

7.23 Reporting Requirements

- a. The Contractor must provide LD reports in accordance with the General Statement of Work for Long Distance Services (LD).

7.24 Representations and Warranties

- a. The Contractor made statements regarding its experience and expertise in its bid that resulted in the award of the Contract and the issuance of SOs. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through SOs. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.25 Transition Services at End of Contract Period

- a. The Contractor agrees that, in the period leading up to the end of the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
R000066683

File No. - N° du dossier

C26
CCC No./N° CCC - FMS No./N° VME

ANNEX A

STATEMENT OF WORK

Please see attached document.

Solicitation No. - N° de l'invitation

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Annex B

PRICING TABLES

Please see attached document.

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R000066683

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CCC No./N° CCC - FMS No./N° VME

Annex C

SECURITY REQUIREMENT CHECK LIST (SRCL)

Please see attached document.

Form 1 - Bid Submission Form

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:
	Title:
	Address:
	Telephone number:
	Facsimile number:
	Email address:
Bidder's Procurement Business Number (PBN) <i>[See the Standard Instructions and Conditions 2003]</i>	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Security Clearance Level of Bidder: (include both the level and the date it was granted)	
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. The information the bidder has provided is true and complete; and 4. If the bidder is issued a contract, it will accept all the terms and conditions set out in the Resulting Contract Clauses included as Part 7 of the bid solicitation. 	
Signature of Authorized Representative of the Bidder	<hr/> Signature <hr/> Name (printed or typed)

FORM 2: Integrity Check

Adresse de courriel /E-mail Address: Click here to enter text/ Cliquez ici pour entrer du texte.	
Ministère/Department: Shared Services Canada	
Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier Click here to enter text/ Cliquez ici pour entrer du texte.	
Adresse du fournisseur / Supplier Address Click here to enter text/ Cliquez ici pour entrer du texte.	
NEA du fournisseur / Supplier PBN Click here to enter text/ Cliquez ici pour entrer du texte.	
Numéro de la demande de soumissions (ou numéro du contrat proposé) Solicitation Number (or proposed Contract Number) Click here to enter text/ Cliquez ici pour entrer du texte.	
Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)	
1. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
2. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
3. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
4. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
5. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
6. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
7. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
8. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
9. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
10. Membre / Director	Cliquez ici pour entrer du texte. / Click here to enter text.
Autres Membres/ Additional Directors: Cliquez ici pour entrer du texte. /	

Form 3 – Federal Contractor’s 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 4 – Former Public Servant Certification

Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- i. an individual;
- ii. an individual who has incorporated;
- iii. a partnership made of former public servants; or
- iv. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- i. name of former public servant;
- ii. conditions of the lump sum payment incentive;
- iii. date of termination of employment;
- iv. amount of lump sum payment;
- v. rate of pay on which lump sum payment is based;
- vi. period of lump sum payment including start date, end date and number of weeks;
- vii. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

Form 5 – Customer Reference – Contact Information

Name of Bidder:	
Solicitation number:	
Name of customer reference:	
Signature of the customer reference:	
Title:	
Name of the organization:	
Telephone number of the customer reference:	
Email:	
Date:	

By signing above, I confirm that I am an authorized representative of the organization identified above and that I have read and understood the elements in this form.

The organization must enter "Yes" or "No", "UR" where "UR" means Unable to Respond or "N/A" where "N/A" means Not Applicable, for each criteria in the table below. If the organization does not enter "Yes" or "No", "UR" or "N/A" for each of the criteria, the response will be deemed to be "No".