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11 Laurier St./11, rue Laurier

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
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 therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Shared Systems Division (XL)/Division des systèmes
partagés (XL)

Terrasses de la Chaudière

4th Floor, 10 Wellington Street

4th etage, 10, rue Wellington

Gatineau

Québec

K1A 0S5

Title - Sujet NICEMS NATIONAL INTEGRATED COMPLIANCE AND ENFORCEMENT MANAGEMENT SOI	
Solicitation No. - N° de l'invitation HT372-192532/B	Date 2021-06-01
Client Reference No. - N° de référence du client HT372-192532	
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-152-39547	
File No. - N° de dossier 152xl.HT372-192532	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-07-12 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Grant, Ryan	Buyer Id - Id de l'acheteur 152xl
Telephone No. - N° de téléphone (873) 355-1916 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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

Notice of Proposed Procurement (NPP)

National Integrated Compliance and Enforcement Management Solution (NICEMS)

***This is the final bid solicitation package being made available to all interested bidders.
Interested bidders are to submit their bids in accordance with the bid solicitation document.***

1. Overview and Background

The Tobacco Control Directorate (TCD) and the Tobacco and Vaping Compliance and Enforcement Program (TVCEP) within Health Canada (HC) are seeking a National Integrated Compliance and Enforcement Management Solution (NICEMS), hereafter referred to as “the Solution”. Canada requires perpetual licenses for a web based National Integrated Compliance and Enforcement Management Solution that will be managed and hosted by the Contractor on a Shared Services Canada (SSC) certified 3rd party Protected B cloud platform. The Solution must enable Health Canada to deliver on its mandate to support its national Compliance and Enforcement (C&E) program activities authorized under the *Tobacco and Vaping Products Act* (TVPA). The Solution will replace TCD/TVCEP’s existing suite of legacy C&E web applications and various software tools with a single integrated solution that includes functionality from the legacy applications as well as new functionality.

The result will be a Solution that:

- Allows the Tobacco Control Directorate (TCD) and the Tobacco and Vaping Compliance and Enforcement Program (TVCEP) to:
 - Meet the business and legislative needs with respect to tobacco and vaping products as required under the *Tobacco and Vaping Products Act* (TVPA), it’s Regulations, and other related legislations;
 - Plan, carry out, track, document, and evaluate its national Compliance and Enforcement (C&E) program activities with respect to tobacco and vaping products;
 - Receive electronically submitted structured data through a secure portal and secure Representational State Transfer (RESTful) API;
 - Receive public comments and complaints through a secure portal in accordance with Canada’s Federal Identity Program; and
 - Perform data analytics.
- Provides a mechanism for the tobacco and vaping product industry to submit mandated reports electronically through a secure portal in accordance with Treasury Board Secretariat (TBS) policy.
- Provides business process workflows.
- Provides workload management.
- Includes functionality from the legacy applications as well as new functionality.
- Must be easily modifiable to accommodate ongoing new and developing tobacco and vaping products legislation, and C&E business policies, processes, procedures, guidelines and programs.
- Must be located in Canada.

- Must be compliant with Canada's security requirements.

The staff responsible for C&E program activities are located in several organizational units across Canada. Some inspectors work in remote locations with little or no internet connectivity for extended periods. C&E program activities are carried out across Canada and are conducted on-site (at establishment locations) or off-site (not at establishment locations) under the authority of the appropriate federal legislation. C&E activities include:

- Compliance promotion
- Inspections
- Investigations

TCD/TVCEP business is currently supported by three legacy custom-built C&E web applications:

- Tobacco Reporting Regulations System (TRRS), which is used to track the receipt of industry reports and document the compliance of regulated parties with the Tobacco Reporting Regulations (TRR);
- Tobacco Compliance Information Management System (TCIMS), which is used to document other compliance and enforcement activities (compliance promotion, inspection, and investigation); and
- Federal Electronic Tobacco Reporting and Evaluation System (FETRES), which is primarily used to validate industry report data used in research and market surveillance work.

The users of the Solution will be Government of Canada employees. The secure portal will be used by the tobacco and vaping products industry to submit legislated reports, as well as by the public to submit complaints and requests for information.

2. Summary Requirements Description

The following is a summary of the project requirements. Details of Canada's requirements will be available in the Request for Proposal.

Canada seeks a Solution that delivers on all of Canada's expressed capabilities and business requirements, for example, but not limited to, the following:

- User interfaces, documentation, and support available in both of Canada's official languages (English and French);
- Guided, event driven workflows for creating and updating C&E activities and establishment profiles;
- Configuration and management of Solution parameter values, for example, but not limited to, the following:
 - Content of data validation and pick-list tables
 - Business rules
 - Business process workflows

- Templates and Data Entry forms
- Notification and Alerts
- Workload Overview Displays
- User Account and Profile management;
- Generated and send all internal and external notifications and alerts triggered by business rules and business process workflows;
- Print functionality for all activity-related documents, based on templates, and activity data as required for implementation of all workflows;
- User Interface indication of mandatory, conditionally mandatory, read only, and calculated data elements;
- Error checking and data validation on user input according to provided business rules including alerts and notifications;
- A secure Online Portal (guided form-based submission) and an API-Based Submission for electronic submission of structured data and supporting files (i.e. images or other media files), including error checking, data validation, and alerts;
- User workload management including, but not limited to, displaying and viewing ongoing and newly assigned work, work that has been reassigned, and completed work;
- Search functionality for all specific record types and combinations of record types on demand;
- Business Intelligence and data analytics functionality;
- Access to the Solution data by Extract, Transform, and Load (ETL) tools;
- Generated, print, and export results from pre-defined reports and ad-hoc queries;
- Document activities and establishments while not connected to the internet (i.e., offline mode) and to sync the data once connectivity is restored;
- Establishment address validation via a regularly updated address validation service;
- Audit all solution user activity.

The Contractor's proposed Solution may be comprised of any combination of commercial-off-the-shelf (COTS) software; the resulting configuration of such software must allow operation of the Solution at all times, in accordance with the Statement of Work. The Contractor's proposed Solution must be configured to, but not limited to, the following:

- Include hosting services that meet Government of Canada data residency requirements;
- Meet Government of Canada security requirements and industry best practices;
- Include migrate legacy application data;
- Include secure maintenance and technical support;
- Include training and other professional services, as and when requested;

- Include regularly updated solution-based training materials and documentation, including all requisite software licenses and warranties; and
- Government of Canada will retain ownership of all data in the Solution including business data, monitoring data, and metadata.

3. Proposed Procurement Strategy

This openly competitive procurement process and resulting Contracts will follow an agile procurement approach in order to encourage more effective collaboration with vendors. Being agile means approaching the project in stages while assessing and addressing challenges along the way.

The competitive agile procurement process will result in the award of up to three (3) Contracts at a predefined value over a set duration for the 3 top-ranked Bidders to develop independently a Capability and Usability Assessment (CUA) Prototype Solution.

Following the delivery of the Contractors CUA Prototype Solutions, Canada will conduct an assessment of the proposed prototype Solutions. Additionally, Canada will, at its sole discretion, test the proposed Solution by top-ranked Contractor (identified after the CUA assessment) through the Proof of Proposal (PoP) test to confirm both that its solution will function as described within the HC IT environment and that it meets the stated technical functionality requirements.

At Canada's sole discretion, the option for a Contractor to deliver the production ready Solution, will be exercised in accordance with the Statement of Work and the evaluated Bid price of the Contract.

This agile procurement strategy is intended to provide Canada, at its sole discretion, the rights to exercise its irrevocable option to contract with any of the Contractors who participated in the CUA to implement a portion of the Work if it is determined that this would best meet the needs of Canada.

The decision to award up to 3 Contracts to the top-ranked Bidders for the prototype contracts and ultimate selection of one or more Contractor(s) to develop and deliver the full Solution will be based on the combined highest score of technical, financial and CUA assessments.

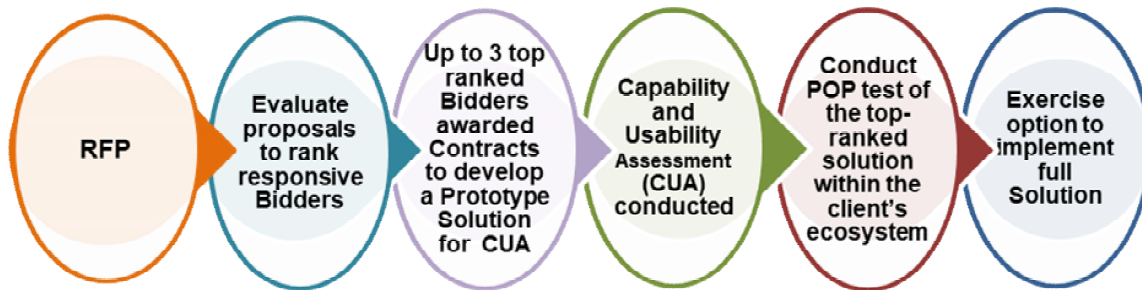
The resulting agile Contracts will include irrevocable options allowing Canada to extend the term of the Contract to mitigate performance-related risks. While Canada intends to issue a Contract(s) of a specific duration, Canada will reserve the right to continue to Contract for and leverage this Solution for as long as it makes business sense for Canada to do so.

This agile procurement will include provisions that allows for the contracted Solution(s) to evolve with time and technology, including incorporation of functionality or technology that isn't currently part of the requirement.

The resulting contract will grant Canada the right to consider these evolutionary functionality or technology to be part of the ongoing scope of the work being done under the Contract, subject to Canada's internal approval processes.

Additionally, the resulting Contract will include provisions to grant Canada the sole reserve to, at a subsequent date and at its sole discretion, identify the solution either as a multi-departmental solution, or designate the solution as a Government of Canada Enterprise-wide standard if and when determined by the GC-Enterprise Architecture Review Board (GCEARB).

The multi-phase agile procurement (MPAP) process is conducted over the following phases:



BID SOLICITATION
NATIONAL INTEGRATED COMPLIANCE AND ENFORCEMENT
MANAGEMENT SOLUTION (NICEMS)
FOR
HEALTH CANADA

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Annex F TASK AUTHORIZATION FORMS

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Annex H BIDDER FORMS

- Form 1– Bid Submission Form
- Form 2– Federal Contractors Program for Employment Equity – Certification
- Form 3– Software Publisher Certification Form
- Form 4 - Software Publisher Authorization Form
- Form 5– Declaration Form
- Form 6– List of Names Form
- Form 7– Electronic Payment Instruments

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PART 1 – GENERAL INFORMATION

1.1 Introduction

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

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3** Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4** Evaluation and Assessment Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria to be addressed in the bid, the basis of selection for Prototype solution development, the Capability and Usability Assessment to be conducted on the Prototype solution(s), and the basis of selection for full Solution implementation;
- Part 5** Certifications and Additional Information: includes the certifications and additional information 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.

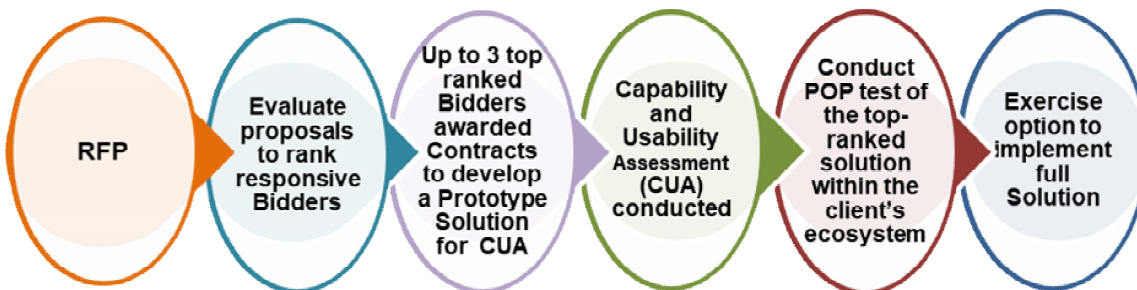
The annexes include the Statement of Work and any other annexes.

1.2 Summary

- (a) A Request for Information (RFI) (HC1000202407) was issued on June 07, 2018. The main goal of the engagement with Industry was to determine which software providers have Commercial-off-the-Shelf (COTS) solutions that meet, or can be configured to meet, the requirements for one or more of the business activities of the National Tobacco Control Program, and the level of functionality available in these products.
- (b) A Notice of Proposed Procurement (NPP) (HT372-192532/A) issued on October 26, 2020 is intended to further engage industry and to obtain industry feedback and comments on Canada's draft requirements and procurement approach in order to allow Canada better define its requirements and procurement approach in the resulting final bid solicitation documents.
- (c) This bid solicitation and the resulting Contract(s) will follow an agile procurement approach in order to encourage more effective collaboration with vendors. Being agile means approaching the project in short phases while assessing and addressing challenges along the way.
- (d) This bid solicitation is being issued to satisfy the requirement of the Health Canada (the "Client") for a National Integrated Compliance and Enforcement Management Solution (NICEMS) (the "Solution"). However, this bid solicitation will also allow Canada to make the Solution available to any department or Crown corporation (as those terms are defined in the Financial Administration Act) or any other party for which the Department of Public Works and Government Services is authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client"). Although Canada may make the Software Solution available to any or all the Clients, 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.

- (e) This bid solicitation is intended to result in the award of up to 3 Contracts to successful Bidders for Phase 1 work to each develop a Capability and Usability Assessment (CUA) Prototype Solution in accordance with Phase 1 of Annex A –Statement of Work. On completion of Phase 1 work and an assessment of the Prototype solutions by Canada, Canada will at its sole discretion exercise the option on one Contract for the Contractor to deliver the full Solution in accordance with Phase 2 of Annex B – Statement of Work. The resulting Contract(s) will include up to 10 irrevocable options allowing Canada to extend the term of the resulting Contract(s) by one year each.
- (f) While Canada intends to issue Contract(s) of a specific duration, Canada reserves the right to continue to Contract for and leverage this Solution for as long as it makes business sense for Canada to do so. Canada also expects that this type of Solution will evolve with time and technology, including incorporation of functionality or technology that isn’t currently part of the requirement. Canada reserves the right to consider these evolutionary functionality or technology to be part of the ongoing scope of the work being done under the Contract, subject to Canada’s internal approval processes. Canada reserves the right to, at a subsequent date and at its sole discretion, identify the solution either as a multi-departmental solution, or designate the solution as a Government of Canada Enterprise-wide standard if and when determined by the GC-Enterprise Architecture Review Board (GCEARB).
- (g) This bid solicitation contains a security requirement in relation to the supply chain of each of the Bidders including a separate closing date to provide this information to Canada; see Part 3 - Bid Preparation Instructions for additional information on the assessment of bidders’ Supply Chain Security Information (SCSI).
- (h) The anticipated multi-phase agile procurement process will be conducted as per the following phases:



1.3 Overview of the Project

- (a) The required Solution may be comprised of any combination of commercial-off-the-shelf (“COTS”) software or Pre-Existing software; the resulting configuration of such software would allow operation of the Solution at all times in accordance with the Statement of Work in the bid solicitation. The Contractor will configure the Solution such that it:
 - i. meets Government of Canada security requirements and industry best practices;
 - ii. includes secure maintenance and technical support;
 - iii. includes training and other professional services as and when requested; and
 - iv. includes regularly updated training materials and solution documentation including all requisite software licenses and warranties.

The Government of Canada will retain ownership of all data in the solution including business data, monitoring data, and metadata.

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- (b) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement (CCFTA), the Canada-Panama Free Trade Agreement (CPFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) if it is in force, the Canadian Free Trade Agreement (CFTA), Canada-Honduras Free Trade Agreement (CHFTA), Canada-Korea Free Trade Agreement (CKFTA), Canada-Peru Free Trade Agreement (CPFTA), Canada-Ukraine Free Trade Agreement (CUFTA), and the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).
- (c) This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.
- (d) “The Federal Contractors Program (FCP) for employment equity applies to this procurement: refer to Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and the form titled Federal Contractors Program for Employment Equity – Certification.”

1.4 Overview of the Agile Procurement Approach

As advised in the Notice of Proposed Procurement (NPP), the procurement process will be conducted using an agile approach as follows:

- a) **Bid Solicitation (Phase 1):** This bid solicitation issued through the Government Electronic Tendering Service for a defined solicitation period to satisfy the requirement of the **Client** for the **Solution**. Bidders will have opportunity to review the bid solicitation document, to seek clarification on any aspect of the bid solicitation document and to submit a bid in response to the bid solicitation.
- b) **Evaluate proposals to determine and rank responsive Bidder(s) (Phase 2):** Bids will be assessed in accordance with all requirements of this bid solicitation. Bids will be evaluated based on the Technical and Financial evaluation criteria identified in this bid solicitation. Bidders meeting all the mandatory requirements of the bid solicitation will be ranked based on the highest combined rating of the technical and financial evaluations. The detailed evaluation process is described in Part 4 – Evaluation and Assessment Procedures and Basis of Selection.
- c) **Award Contracts up to 3 top ranked Bidders to deliver a Prototype Solution (Phase 3):** Based on the results of the Technical and Financial evaluation, Canada may award up to 3 Contracts (with a predefined amount and duration) to the 3 top ranked Bidders to develop and deliver a prototype Solution within a stipulated period in accordance with Phase 1 Work described in Annex A-Statement of Work and the Capability and Usability Assessment (CUA) criteria in Appendix A to Annex A-Statement of Work.
- d) **Conduct Capability and Usability Assessment (CUA) (Phase 4):** Upon completion and delivery of all required deliverables, including the Prototype Solution for Phase 1 Work in Annex A-Statement of Work, Canada will conduct a CUA assessment in accordance with the CUA criteria in Appendix A to Annex A-Statement of Work. The detailed assessment process is described in Part 4 – Evaluation and Assessment Procedures and Basis of Selection.
- e) **Conduct POP Test of the CUA top-ranked solution within the HC environment (Phase 5):** Following the conduct of the CUA assessment, the Contractors will be ranked based on the highest combined rating of their technical, financial CUA scores. A Proof of Proposal (POP) Test will be conducted on the solution proposed by the top-ranked Contractor (identified after the CUA) to validate technical and functional requirements within the HC IT environment. The detailed PoP test process is described in Part 4 – Evaluation and Assessment Procedures and Basis of Selection and in Appendix X to Annex A-Statement of Work.

1.5 Security Requirements

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- a) Canada reserve the right to update the security requirement.
- b) There are security requirements associated with this requirement. 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;
 - ii. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 – Resulting Contract Clauses;
 - iii. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - iv. the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 – Resulting Contract Clauses;
 - v. the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 – Section IV Additional Information.
- c) 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.
- d) For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.6 Debriefings

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

1.7 Conflict of interest – unfair advantage

- (a) In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a bid in the following circumstances:
 - (i) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - (ii) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- (b) The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- (c) Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it

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is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

1.8 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

PART 2 – BIDDERS INTRUCTION

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) (<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) The 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5(4) of 2003, Standard Instructions – Goods or Services – Competitive Requirements is amended as follows:
 - i) Delete: 60 days
 - ii) Insert: 180 days
- (e) The 2003, Standard Instructions is amended as follows:
 - 1. Section 5, entitled Submission of bids, is amended as follows:
 - (i) subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - (ii) subsection 2.d is deleted entirely and replaced with the following: "send its bid electronically only to the specified Bid Receiving Unit of Public Services and Procurement Canada (PSPC) identified in the bid solicitation; or to the address specified in the bid solicitation, as applicable;"
 - (iii) subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
 - 2. Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PSPC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
 - 3. Section 07, entitled Delayed bids, is amended as follows: Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
 - 4. Section 8, entitled Transmission by facsimile, is deleted and replaced by the following: "Transmission by facsimile or by epost Connect."

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2.2 Submission of Bids

- (a) Bids must be submitted only to Public Services and Procurement Canada (PSPC) Bid Receiving Unit address by the date and time indicated on page 1 of the bid solicitation or by epost Connect at this email address: tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca.
- (b) It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified above in order to register for the epost Connect service.
- (c) Due to the nature of the bid solicitation, bids transmitted by facsimile to PSPC will not be accepted.

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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

(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-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 ()**

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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) All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) 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

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

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Note to Bidders: Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the 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 Improvement of Requirement during Solicitation Period

Should Bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.7 Volumetric Data

The *current network and representative business statistics* data has been provided to Bidders to assist them in preparing their bids. 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. It is provided purely for information purposes.

2.8 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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PART 3 – BID PREPARATION INSTRUCTIONS

Bids are to be prepared in accordance with SACC 2003 Standard Instructions – Goods or Services – Competitive Requirements and the articles described here in Part 3- Bid Preparation Instructions.

3.1 Bid Preparation Instructions

- (a) The Bidder must submit its bid electronically. Canada requests that the Bidder submits its bid in accordance with section 08 of the SACC 2003 Standard Instructions – Goods or Services – Competitive Requirements. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit (BRU) email address <tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca> in order to register for the epost Connect service. Bids will not be accepted if emailed directly to this BRU email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.
- (b) **Copies of Bid:** The Bidder must present the following sections of their bid as independent PDFs, i.e. 1 PDF per Section so that each Section is submitted separately:
- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information
- Section V: Supply Chain Integrity Information
- Prices must appear in the Financial Bid only. No prices must be indicated in any other section of the bid.
- (c) **Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- (i) use a numbering system that corresponds to the bid solicitation; and
 - (ii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative.

3.2 Submission of Multiple Bids

A Bidder, including related entities, will be permitted to participate in the submission of:

- (i) one bid by the Bidder on its own and one bid from a related entity to the Bidder submitted in a joint venture that includes at least one party that is not related to the Bidder;
- (ii) two bids submitted in joint venture, each of which contains one or more related entities, where at least one of the joint ventures includes at least one party that is not a related entity to the Bidder; or
- (iii) two bids, each of which is from the Bidder and a related entity to the Bidder on its own.
- (iv) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:
 - (1) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

- (2) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
- (3) 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
- (4) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

3.3 Joint Venture Experience

- (a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding

- (b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

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 service, 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 criterion, 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.

- (c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

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- (d) 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 bid solicitation period.

3.4 Section I: Technical Bid

- a) In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.
- b) The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. **Simply repeating the statement contained in the bid solicitation is not sufficient.** In order to facilitate the evaluation of the bid, Canada requests that Bidders respond and address the requirements 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:** Bidders are requested to include the Bid Submission Form – Form 1 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) **Technical Documentation:** The Bidder is requested to provide technical documentation such as user manuals, screenshots, video demonstrations, design or system management documents (or other information sources) to support the Bidder's response to each requirement (a soft copy of the technical documents required to support the Technical Bid is acceptable). Links to websites are not acceptable and if provided to validate a mandatory requirement, it may render the bid response non-compliant. Any reference material listed by the Bidder to demonstrate compliance on a criteria is requested to be part of the bid (hard copy or soft copy). If it is not included in the bid, it will not be taken into consideration by Canada. Where the reference is not located, Canada may request that the Bidder direct Canada to the appropriate location in the bid documentation.
- (iii) **Previous Similar Projects:** Where the bid is to include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) each project description should include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iii) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the descriptions identified in Annex A, Statement of Work. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the given resource category.
- (iv) **Customer Reference Contact Information:**
- The Bidder should provide customer references. The customer reference is required to confirm, "if" requested by PSPC, the facts identified in the Bidder's bid.
- The form of question to be used to request confirmation from customer references is as follows:

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[Sample Question to Customer Reference: "Has [the Bidder] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"

_____ Yes, the Bidder has provided my organization with the services described above.

_____ No, the Bidder has not provided my organization with the services described above.

_____ I am unwilling or unable to provide any information about the services described above.]

For each customer reference, the Bidder should, at a minimum, provide the name and e-mail address for a customer contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

Bidders are also requested to include the title of the customer contact person. It is the sole responsibility of the Bidder to ensure that it provides a customer contact who is knowledgeable about the services the Bidder has provided to the customer and who is willing to act as a customer reference. Crown references will be accepted.

- (v) **List of Proposed Software that will form part of the Solution:** The Bidder is requested to include a complete list identifying both the name and the version number of each component of the Software required for the proposed Solution. If the list of proposed Licensed Software is not included with the bid, it must be delivered to the Contracting Authority prior to Contract Award.
- (vi) **Software Release Strategy:** The Bidder is requested to include a proposed Release Strategy, which should demonstrate that the Bidder's Release Strategy meets all the requirements for handling described in the Statement of Work.
- (vii) **Solution System Architecture:** The Bidder is requested to include an overview of the proposed Software Solution's technical architecture. This is requested for information purposes only and will not be evaluated.
- (viii) **Description of Evolution of Proposed Solution Components:** The Bidder is requested to describe when and how each of the components of the proposed **Solution** were conceived and how they have evolved, with the accomplishments of each release.

3.5 Section II: Financial Bid

- (a) **Financial Bid:** Bidders must submit their financial bid in accordance with Basis of Payment in Annex B, without any conditions, assumptions, or restrictions. Any financial bid that purports to restrict the way in which Canada acquires goods or services under the resulting contract, with the exception of those limitations that are expressly set out in this solicitation, may be considered non-responsive. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, the Bidder is requested to include a firm all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **Exchange Rate Fluctuation:** The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered.
- (c) **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods. The rate bid for the same resource category during any subsequent time period should not be lower than the rate bid for the time period that includes the first option year of the Contract.

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- (d) **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.
- (e) **Financial Submission:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. Bidders are required to submit prices, including prices associated with the necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation as per the template provided in Annex B – Basis of Payment firm prices. The Financial Submission should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the Submission will be evaluated.
- (i) The following must be addressed in the Bidder's Annex B – Basis of Payment firm prices:
- (1) **Solution's Name:** Bidders must provide the commercial name that the Publisher uses to identify the Solution commercially; and
- (2) **Solution's Publisher's Name:** Bidders must provide the name of the Publisher that owns the Intellectual Property rights to the Solution.
- (ii) The prices must be:
- (1) the Bidder's commercial pricing less the applicable percentage discount,
- (2) in Canadian dollars; and,
- exclusive of Goods and Services Tax or Harmonized Sales tax.
- (f) **Electronic Payment of Invoices – Bid:** If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex H – Bidders Forms, Form 7 – Electronic Payment Instruments, to identify which ones are accepted.
- If Annex H – Bidders Forms, Form 7 – Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.6 Section III: Certifications

It is a requirement that Bidders submit the certifications and additional information required under Part 5 – Certifications and Additional Information.

3.7 Section IV: Additional Information

a) Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

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- b) The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.

Bidders are requested to indicate this information on their Bid Submission Form.

3.8 Section V: Supply Chain Integrity (SCI) Information

Bidders must submit specific information regarding each component of their proposed Solution’s supply chain (“Supply Chain Security Information” or “SCSI”) as defined in Annex E - Supply Chain Security Information Assessment Process. The Supply Chain Security Information must be submitted in this Section. The Supply Chain Security Information will be used by Canada to assess whether, in its opinion, a Bidder’s proposed supply chain creates the possibility that the Bidder’s proposed Solution could compromise or be used to compromise the security integrity of Canada’s equipment, firmware, software, systems or information in accordance with the Supply Chain Security Information assessment as described in Annex E - Supply Chain Security Information Assessment Process.

PART 4 – EVALUATION AND ASSESSMENT PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) The evaluation will be conducted in a structured, consistent, unbiased, fair and transparent manner. The objective of the evaluation is a well-supported determination of the Bid providing best value to Canada.
- (b) Bids will be evaluated in accordance with the entire requirements of the bid solicitation including the Technical and Financial requirements. On completion of the bid evaluations, up to 3 top ranked responsive Bidders will be considered for the award of a Contract for Phase 1 work to develop a prototype Solution for a Capability and Usability Assessment (CUA).
- (c) There will be several stages in the evaluation and selection process. Even though the evaluation and selection will be conducted in stages, the fact that Canada has proceeded to a later stage in its evaluations does not mean that Canada has conclusively determined that the Bidder or Contractor has successfully passed all the previous stages. Canada may conduct steps of the evaluation in parallel.
- (d) The evaluation team will be composed of representatives of the Client and PSPC to evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources to evaluate any bid. Not all members of either evaluation team will necessarily participate in all aspects of the respective stage evaluation.
- (e) In addition to any other time periods established in the bid solicitation:
 - (1) **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.
 - (2) **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:
 - i. verify any or all information provided by the Bidder in its bid; or
 - ii. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder, the Bidder must provide the information requested by Canada within 2 working days (or a longer period if specified in writing by the Contracting Authority). Failure to meet this deadline or provide further information as requested may result in the bid being declared non-responsive.
 - (3) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- (f) Canada will use the Phased Bid Compliance Process described below.
- (g) **Supply Chain Security Information Assessment Process**
Canada will assess whether, in its opinion, each bidder's supply chain creates the possibility that the bidder's proposed solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with Annex E - Supply Chain Security Information Assessment Process.

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4.2 Phased Bid Compliance Process (PBCP)

4.2.1 General

- (a) Canada will conduct the PBCP described below for this requirement. Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (b) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (c) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (b).
- (d) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.2.2 Phase I of the PBCP: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is

missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.

- (b) Canada's review in Phase I will be performed by the Contracting Authority.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.2.3 Phase II of the PBCP: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will

receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.

- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.2.4 Phase III of the PBCP: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.3 Technical Evaluation

4.3.1 Mandatory Technical Criteria:

- (a) The Phased Bid Compliance Process (PBCP) will apply to all mandatory technical criteria listed in **Annex G, Bid Evaluation Criteria**.
- (b) The mandatory criteria that will be evaluated as part of the bid evaluation are listed in **Annex G, Bid Evaluation Criteria**. **Bidders are required to address clearly and in sufficient details all mandatory evaluation criteria against which their Bids will be evaluated.** Simply repeating the statement contained in the Mandatory criteria is not sufficient.
- (c) Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Subject to the PBCP, Bids that do not comply with each mandatory requirement will be declared non-responsive and be disqualified.
- (d) Claims in a bid that a future upgrade or release of any of software included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.

4.3.2 Point-rated Technical Criteria:

- (i) The point-rated criteria that will be evaluated as part of the technical evaluation are listed in Annex G, Bid Evaluation Criteria.
- (ii) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The point-rated technical criteria are described in Annex G, Bid Evaluation Criteria.

4.3.3 Reference Checks:

- (i) For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to customer contacts supplied by the Bidders using the customer contacts information provided in the bid. Canada will not award any points or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 2 working days of the date that Canada's e-mail was sent.
- (ii) On sending out the reference check request, if Canada has not received an acknowledgement or response within 24 hours, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada by the date specified. 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

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will again be given 2 working days to respond once Canada sends its reference check request.

- (iii) 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.
- (iv) Points will not be allocated and/or 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.
- (v) Whether or not to conduct reference checks is discretionary. However, if PSPC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all Bidders who have not, at that point, been found non-responsive.

4.4 Financial Evaluation

- (i) Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B and it is provided for bid evaluation price determination only. The estimates used to calculate the Total Bid Price in Annex B are estimates only and are not to be considered as a commitment from Canada.
- (ii) **Formulae in Pricing Tables.** If the pricing tables provided to Bidders in Annex B 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.
- (iii) **Substantiation of Professional Services Rates.** In Canada's experience, Bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive Bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive Bidders for the relevant resource category or categories. If Canada requests price support, the Bidder must provide the following information:
 - (a) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
 - (b) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;

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- (c) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and
- (d) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

1. **Number of Resource Categories Evaluated:** Only the resource categories proposed will be evaluated as part of this bid solicitation and as identified in Annex B – Basis of Payment. Additional resources will only be assessed after Contract award once specific tasks are requested of the Contractor. After Contract award, the Task Authorization process will be in accordance with Part 7 - Resulting Contract Clauses, the Article titled "Task Authorization". When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form's Statement of Work.
2. **Corrections:** Canada may, at its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the Bid required submission date in circumstances where the RFP expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-compliant.

4.5 Ranking Bids

(a) **Highest Combined Rating of Technical Merit (70%) and Price (30%) – For Stage 1 Evaluations**

The top 3 ranked bids will be determined based on the highest responsive combined rating of technical merit and price. 70% weightage will be given to the technical bid and 30% weightage will be given to the financial bid as per the following formula:

Points received for rated requirements
Maximum score possible

X 70% = Total 1

Lowest Total Bid Price
Total Bid Price of the bid being ranked

X 30% = Total 2

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Sum of (Total 1) and (Total 2) = Combined Rating of Technical Merit and Price.

Evaluation Stage Components	Overall Weighting
Technical bid Score	70%
Financial bid Score	30%

Top-ranked responsive bids will be determined based on the proposal which has met all mandatory requirements and offers the Highest Responsive Combined Rating of Technical Merit and Price as calculated above.

4.6 Basis of Selection

To be declared responsive, a bid must:

- (i) qualify pursuant to the Supply Chain Security Information Assessment Process;
- (ii) comply with all the requirements of the bid solicitation;
- (iii) meet all mandatory technical evaluation criteria; and
- (iv) obtain the required minimum of 70% score for the technical evaluation criteria as stipulated in Annex G – Bid Evaluation Criteria which are subject to point rating.

Subject to the Phased Bid Compliance Process, Bids not meeting (i) or (ii) or (iii) or (iv) will be declared non-responsive.

- (a) Bids will be ranked by score from highest to lowest and up to the 3 top ranked responsive bids will be recommended for award of a Contract. Canada will award up to 3 Contracts valued at \$100,000 CAD each, applicable taxes extra, and with a two (2) year duration. The Contractors will be required to perform the Work defined in Phase 1 of Annex A – Statement of Work.
- (b) In the event that a Bidder withdraws their bid, or a bid is set aside, Canada may offer the next highest ranked responsive Bidder a Contract.
- (c) In the event of a tie score(s) that impacts the ranking, the responsive Bidder with the highest Technical Score will be recommended for award of a Contract.
- (d) Bidders should note that all contract awards are subject to Canada's internal approval 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.

4.7 Rights of Canada

Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with Bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;

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- (d) cancel the bid solicitation at any time;
- (e) cancel and reissue the bid solicitation at any time;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure the best value to Canada.

4.8 Rejection of Bids

- (a) Grounds for Rejection. Canada may reject a bid where the Bidder is bankrupt or where its activities are rendered inoperable for an extended period, or where the Bidder or an employee or subcontractor included as part of the bid:
 - (i) is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder, employee or subcontractor ineligible to bid on the requirement;
 - (ii) has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
 - (iii) has conducted himself/herself improperly; with respect to current or prior transactions with the Government of Canada;
 - (iv) has been suspended or terminated by Canada for default with respect to a contract;
 - (v) has performed other contracts in a sufficiently poor manner so as to jeopardize the successful completion of the requirement being bid on.
- (b) Notification of Rejection for Suspension or Termination. Where Canada intends to reject a bid due to suspension, termination or sufficiently poor performance of another contract, the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
- (c) Multiple Bids from Single Bidder or Joint Venture. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to reject any or all of the bids submitted by a single bidder or joint venture if their inclusion:
 - (i) in the evaluation has the effect of prejudicing the integrity and fairness of the process, or
 - (ii) in the procurement process would distort the solicitation evaluation or would not provide good value to Canada.

4.9 Capability and Usability Assessment Procedures

- (a) **Prototype Development Engagement Sessions:** Following the bid evaluations and award of up to 3 Contracts for Work to develop a prototype Solution in accordance with Phase 1- Prototype Solution of Annex A-Statement of Work and the CUA criteria described in Appendix A to Annex A – Statement of Work, Canada will engage Contractors in the development of their Prototype solutions by conducting Contractor engagement sessions in accordance with procedures described in Appendix D to Annex A-Statement of Work.
- (b) Canada will in the Contractor engagement sessions provide feedback on the Prototypes as these are being developed by the Contractors. The engagements are expected to provide Contractors a thorough understanding of Canada's requirements for an innovative Solution with feedback from users at the forefront. The sessions would be conducted in the same manner for each Contractor to allow each Contractor the same opportunity to demonstrate and seek feedback or input to their

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prototype work. It is a requirement of this agile approach that each Contractor participate in the engagement sessions throughout the prototype development process.

- (c) During the Prototype development phase, all Contractor enquiries must be submitted in writing to the Contracting Authority for redress by Canada. Technical enquiries that are of a proprietary nature must be clearly marked “proprietary” at each relevant item. Items identified as “proprietary” will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Contractor do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered with copies to all Contractors. Enquiries not submitted in a form that can be distributed to all Contractors may not be answered by Canada.
- (d) **Capability and Usability Assessment (CUA):** A CUA assessment will be conducted following the Contractors submission of a prototype solution in accordance with Phase 1- Prototype Solution of Annex A-Statement of Work and the CUA criteria described in Appendix A to Annex A – Statement of Work.
- (e) Contractors will be required to submit all contract deliverables for Phase 1 Work including a CUA Prototype Solution in the format and by the date specified in the Contract for Canada’s assessment against the CUA criteria described in Appendix A to Annex A – Statement of Work.
- (f) The Contractor’s CUA Prototype Solution will be assessed against point rated CUA criteria. The point rated CUA criteria will be scored and the sum of the scores for each individual category will be calculated in accordance with the assessment criteria and maximum points listed in each category of Appendix A to Annex A – Statement of Work.
- (g) The overall assessment score for the CUA will be calculated based on the highest responsive combined rating of technical merit, price and CUA.
- (h) **Requests for Clarifications or Further information:** If Canada seeks clarification or requires additional information from the Contractor in order to verify any or all information provided by the Contractor or to complete Canada’s assessment of the Contractor’s proposed solution, the Contractor must provide the necessary information requested by Canada within 24 hours (or a longer period if specified in writing by the Contracting Authority). Failure to respond by the specified deadline may result in the Contractor’s solution not being given further consideration by Canada. If additional time is required by the Contractor, the Contracting Authority may grant an extension in his or her sole discretion.
- (i) **Basis of Canada’s Decision to Exercise the Phase 2 Full Solution Option**
1. The top ranked responsive CUA Prototype Solution will be determined based on the Contractor having satisfied all the requirements under Phase 1-Prototype Solution of the Contract, including submitting all required deliverables and obtaining the highest responsive combined rating of technical merit, price and CUA. 10% weighting will be given to the Technical Evaluation Score. 20% weighting will be given to the Financial Evaluation Score. 70% weighting will be given to the CUA Score, as per the following table:

Assessment Components	Overall Weighting
Technical Evaluation Score*	10%
Financial Evaluation Score*	20%

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Capability and Usability Assessment Score	70%
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**NOTE: The Technical and Financial evaluation scores referenced in the above table are the scores obtained from the bid evaluation stage on which basis the Contract(s) to develop the Prototype Solution is awarded.*

2. In the event of a tie, the CUA Score will be used to rank the Contractors from highest to lowest score. If there are further ties, the lowest Financial Score will be used to rank the Contractor.
3. Having completed all the assessments, Canada will, at its sole discretion, exercise its irrevocable option to select a Contractor to perform all or a portion of the Work under article 3. Phase 2 - Solution of Annex A – Statement of Work. Canada may also, at its discretion, exercise its irrevocable option with other Contractors who participated in the CUA for all or a portion of the Work if it is determined that this would best meet the needs of Canada.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with Bid

Bidders must submit the following duly completed certifications as part of their bid.

(i) Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms (Form 5) for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>) to be given further consideration in the procurement process.

(ii) Professional Services Resources

- a. By submitting a bid, the Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- b. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.
- c. If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

(iii) Software Publisher Certification, Software Publisher Authorization and Software Contributor Certification

- (i) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

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- (ii) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (iii) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.
- (iv) The following certification documents are required as part of the Submission:

Form 3 Software as a Service Publisher Certification Form
Form 4 Software as a Service Publisher Authorization Form

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Supply Chain Integrity Process

(1) During the RFP process, the Contract period and any resulting Option periods, the Supply Chain Security Authority identified by Canada, may assess the Bidder's SCSI based on its National Security mandate to protect Canada's IT infrastructure as well as to assess threats, risks and vulnerabilities.

(2) Canada will assess whether, in its opinion, the Bidder's supply chain creates the possibility that the Bidder's supply chain or proposed solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information, or represents a threat to Canada's National Security, in accordance with Annex E - Supply Chain Integrity Process.

(3) It is a condition precedent to any contract award that a Bidder successfully satisfy the Security Authority's Supply Chain Integrity assessment. Canada will assess whether, in its opinion, the Bidder's supply chain creates the possibility that Bidders' proposed solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with Annex E - Supply Chain Integrity Process.

5.2.2 IT Assessment

It is a condition precedent to any contract award that a Bidder complete the Canadian Center for Cyber Security (CCCS) IT Assessment program.

5.3 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the *Ineligibility and Suspension Policy* (<http://tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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5.4 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) – Labour's website. (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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 (Form 7) titled 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.

5.5 Sole Bid – Price Support

In the event that your bid is the sole bid received, Government Contract Regulations require price support be submitted in conjunction with the offer. Acceptable price support is one or more of the following:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

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PART 6 SECURITY AND FINANCIAL REQUIREMENT

Prior to award of contract, the following conditions must be met:

6.1 Canadian Suppliers:

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER (CLOUD DATA CENTRE):

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1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Industrial Security Sector (ISS), **Public Works and Government Services Canada (PWGSC)**.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required by the security guide, granted or approved by the ISS/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor/ personnel MAY NOT HAVE ACCESS to (CLASSIFIED/PROTECTED) information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until written approval has been issued by the client department security authority. After approval has been granted, these tasks may be performed at the level of PROTECTED B including an IT Link at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of ISS/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition);
 - (c) ISS website: Security requirements for contracting with the Government of Canada, located at www.tpsgc-pwgsc.gc.ca/esc-src

6.2 Foreign Suppliers:

SECURITY REQUIREMENT FOR FOREIGN SUPPLIER:

PWGSC FILE No. HT372-192532

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming **Contractor/Subcontractor** compliance with the security requirements for foreign suppliers. The following security requirements apply to the foreign recipient **Contractor/Subcontractor** incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent **contract/subcontract**.

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- a. The Foreign recipient **Contractor/Subcontractor** must be from a Country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral security instrument. The Contract Security Program (CSP) has international bilateral security instruments with the countries listed on the following PWGSC website:
<http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.
- b. The Foreign recipient **Contractor/Subcontractor** must, at all times during the performance of the **contract/subcontract**, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
- i. The Foreign recipient **Contractor/Subcontractor** must provide proof that they are incorporated or authorized to do business in their jurisdiction.
 - ii. The Foreign recipient **Contractor/Subcontractor** must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient **Contractor/Subcontractor** in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
 - iii. The Foreign recipient **Contractor/Subcontractor** must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this **contract/subcontract**. This individual will be appointed by the proponent foreign recipient **Contractor's/Subcontractor's** Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the **contract/subcontract**.
 - iv. The Foreign recipient **Contractor/Subcontractor** must not permit access to **CANADA PROTECTED A and B** information/assets, except to its personnel subject to the following conditions:
 1. Personnel have a need-to-know for the performance of the **contract/subcontract**;
 2. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in **their country** as well as a Background Verification, validated by the Canadian DSA;
 3. The Foreign recipient **Contractor/Subcontractor** must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
 4. The Government of Canada reserves the right to deny access to **CANADA PROTECTED** information/assets to a foreign recipient **Contractor/Subcontractor** for cause.
- c. **CANADA PROTECTED** information/assets provided or generated pursuant to this **contract/subcontract** must not be further provided to a third party Foreign recipient Subcontractor unless:
- i. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to **CANADA PROTECTED** information/assets by the Canadian DSA;

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- ii. written consent is obtained from the Canadian DSA, if the third-party Foreign recipient Subcontractor is located in a third country.
- d. The Foreign recipient **Contractor/Subcontractor** MUST NOT remove **CANADA PROTECTED** information/assets from the identified work site(s), and the foreign recipient **Contractor/Subcontractor** must ensure that its personnel are made aware of and comply with this restriction.
- e. The Foreign recipient **Contractor/Subcontractor** must not use the **CANADA PROTECTED** information/assets for any purpose other than for the performance of the **contract/subcontract** without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
- f. The Foreign recipient **Contractor/Subcontractor** must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **CANADA PROTECTED** information/assets pursuant to this **contract/subcontract** has been compromised.
- g. The Foreign recipient **Contractor/Subcontractor** must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that **CANADA PROTECTED** information/assets accessed by the Foreign recipient **Contractor/Subcontractor**, pursuant this **contract/subcontract**, have been lost or disclosed to unauthorized persons.
- h. The Foreign recipient **Contractor/Subcontractor** must not disclose **CANADA PROTECTED** information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
- i. The foreign recipient **Contractor/Subcontractor** requiring access to **CANADA PROTECTED A and B** information/assets, under this **contract/subcontract**, must submit a Request for Site Access to the Chief Security Officer of **Name of Department/Organization of Canada**.
- j. In the event that a Foreign recipient **Contractor/Subcontractor** is chosen as a supplier for this **contract/subcontract**, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada.
- k. In the event that a Foreign recipient **Contractor/Subcontractor** is chosen as a supplier for this **contract/subcontract**, subsequent country-specific foreign security requirement clauses must be generated and promulgated by the Canadian DSA, and provided to the Government of Canada Contracting Authority, to ensure compliance with security provisions, as defined by the Canadian DSA, in relation to equivalencies.
- l. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the Canadian DSA.
- m. The Foreign recipient **Contractor/Subcontractor** must comply with the provisions of the Security Requirements Check List attached at Annex C.

6.3 Financial Capability

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

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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."

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PART 7 – RESULTING CONTRACT CLAUSES

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

This Contract is made on [CONTRACT DATE] between [CONTRACTOR NAME] (the “Contractor”) and [GOVERNMENT OF CANADA ENTITY] (“Canada”).

7.1 Requirement

- 7.1.1 The Contractor agrees to provide to the Client the goods and services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes at a minimum:

Phase 1: All work and deliverables associated with Phase 1- Prototype Solution, including the Contractors participation in the contractor engagement sessions.

Phase 2: As and when duly authorized, all work and deliverables associated with Phase 2- solution which includes at a minimum: granting the user license(s) to access and use the Licensed Software described in the Contract;

- (a) granting a perpetual license to use the Licensed Software described in the Contract;
- (b) 12 month warranty;
- (c) providing any Solution-related software applications required for online access and use of the Solution;
- (d) performing any Work required to design, enable installation in a Government of Canada Protected B cloud hosting environment, configure, test and deploy the Solution with all required features or functionality in accordance with the Contract;
- (e) maintaining, upgrading, and updating the Solution;
- (f) providing Solution Documentation in an electronic format in English and if available, French;
- (g) managing incidents and defects to ensure the Solution operate optimally at the applicable service levels;
- (h) providing maintenance and support for the Licensed Software during the Software Support Period;
- (i) Migrate existing TCD and TVCEP legacy application data and applicable data from various software tools.
- (j) providing professional services as and when requested by Canada, in accordance with the Task authorization (TA) process described herein; and
- (k) providing training services as and when requested by Canada, in accordance with the Task authorization (TA) process described herein.

7.1.2 Optional Goods and Services:

The following optional goods and services will only be exercised by the Contracting Authority and will be evidenced, through a contract amendment. The Contracting Authority may exercise any option at any time before the expiry of the Contract by sending a written notice to the Contractor:

- (i) **Option to Exercise Phase 2- Full Solution:** The Contractor grants to Canada the irrevocable option to authorize the Contractor to perform and deliver the Work detailed. under “Phase 2 –

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Solution” of Annex A – Statement of Work, including as a minimum, all plans, reports, meetings, design, modeling, management, reports, training, assessments, technical expertise, documentation and support services linked to development, implementation, hosting, deployment and transition of the licensed NICEMS Solution as per Annex A-Statement of Work. The Contractor agrees that it will be paid in accordance with the applicable provisions set out in Annex B – Basis of Payment.

- (ii) **Option to purchase additional Software Licenses During Implementation Period:** The Contractor grants to Canada the irrevocable option to acquire additional software licenses for additional Users to use the Licensed Software under the same terms and conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions set out in Annex B- Basis of Payment.
- (iii) **Option to purchase additional Software Licenses Post Implementation Period:** The Contractor grants to Canada the irrevocable option to acquire additional software licenses for additional Users to use the Licensed Software under the same terms and conditions. The Contractor agrees that it will be paid in accordance with the applicable provisions set out in Annex B- Basis of Payment.
- (iv) **Option to renew Software Maintenance and Support Services:** HC requires all NICEMS perpetual hosted licenses to have a co-termed Software Maintenance and Support Period ending 365 days from Contract Award. In order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm percentage rate multiplied by the number of months or days to the common termination date for Software Maintenance and Support Services. In any subsequent year in which Canada exercises its Option(s) to obtain Software Maintenance and Support Services, the full amount will apply on the existing Licensed Software.
- (v) **Option to renew Hosting and Hosting Related Services:** HC requires all NICEMS perpetual hosted licenses to have a co-termed Hosting and Hosting Related Services ending 365 days from Contract Award. In order to provide for a common termination date for the Hosting and Hosting Related Services, Canada will pay an amount based on the firm percentage rate multiplied by the number of months or days to the common termination date for Hosting and Hosting Related Service. In any subsequent year in which Canada exercises its Option(s) to obtain Hosting and Hosting Related Service, the full amount will apply on the existing Licensed Software.
- (vi) **Option to acquire Professional Services on an as-and-when-requested basis** as detailed under Phase 2 of Annex A Statement of Work and at the prices set out under Annex B – Basis of Payment;
- (vii) **Option to acquire Training Services on an as-and-when-requested basis** as detailed under Phase 2 of Annex A Statement of Work and at the prices set out under Annex B – Basis of Payment.

7.1.3 Client: Under the Contract, the “**Client**” is Health Canada (HC). However, the Contracting Authority can add additional Clients from time to time, which may include any department or Crown corporation as described in the Financial Administration Act (as amended from time to time), and any other party for which Public Services and Procurement Canada may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.

7.1.4 Reorganization: The Contractor’s obligation to provide the Services and perform the Work will not be affected by (and no additional fees will be payable as a result of) any form of reorganization or restructuring of any Client. Canada may designate replacement Contracting Authority or Technical Authority.

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7.1.5 Evolution and Use of Solution: While the Contract(s) is of a specific duration, Canada reserves the right to continue to Contract for and leverage this Solution for as long as it makes business sense for Canada to do so. Canada also expects that the Solution will evolve with time and technology, including incorporation of functionality or technology that isn’t currently part of the requirement. Canada reserves the right to consider these evolutionary functionality or technology to be part of the ongoing scope of the work being done under the Contract, subject to Canada’s internal approval processes. Canada reserves the right to, at a subsequent date and at its sole discretion, identify the solution either as a multi-departmental solution, or designate the solution as a Government of Canada Enterprise-wide standard if and when determined by the GC-Enterprise Architecture Review Board (GCEARB).

7.1.6 Definitions and Interpretations: The definitions and interpretations are included in the Annex D – Definitions and Interpretations.

7.1.7 License to Material Subject to Copyright: In this section, “Material” means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

- i. The Contractor grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all rights comprised in the copyright in the Material, for any government purposes. Canada may use independent contractors in the exercise of Canada’s license pursuant to this clause.
- ii. Copyright in any translation of the Material made by or for Canada belongs to Canada. Canada agrees to reproduce the Contractor’s copyright notice, if any, on all copies of the Material, and to acknowledge the Contractor’s title to the copyright in the original Work on all copies of translations of the Material effected by or for Canada.
- iii. No restrictions other than those set out in this section must apply to Canada’s use of copies of the Material or of translated versions of the Material.
- iv. At the request of Canada, the Contractor must provide to Canada, at the completion of the Work or at such other time as Canada may require, a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is an author of the Material, the Contractor permanently waives its moral rights in respect of the Material.

7.2 General Conditions and Supplemental General Conditions

(i) General Conditions

- i. All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada.
- ii. 2030 (2020-05-28), General Conditions - Higher Complexity - Services are incorporated in the resulting Contract.

(ii) Supplemental General Conditions

The following Supplemental General Conditions below are incorporated in the resulting Contract:

- i. 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
- ii. 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
- iii. 4008, (2008-12-12) Personal Information.

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7.3 Security Requirement

The following security requirements (*SRCL and related clauses provided by ISP*) apply and forms part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER (CLOUD DATA CENTRE):

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1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Industrial Security Sector (ISS), **Public Works and Government Services Canada (PWGSC)**.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required by the security guide, granted or approved by the ISS/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor/ personnel MAY NOT HAVE ACCESS to (CLASSIFIED/PROTECTED) information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.
3. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until written approval has been issued by the client department security authority. After approval has been granted, these tasks may be performed at the level of PROTECTED B including an IT Link at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of ISS/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition);
 - (c) ISS website: Security requirements for contracting with the Government of Canada, located at www.tpsgc-pwgsc.gc.ca/esc-src

7.4 Contract Term

7.4.1 Contract Period. The Contract Period includes the entire period of time during which the Contractor is obliged to provide the goods and services and to perform the Work.

7.4.2 Initial Term – Phase 1- Prototype Solution. This Contract begins on the date the Contract is awarded for a period of two years from contract award date. The Contractor must immediately commence Work on Phase 1 of Annex A-Statement of Work following the award of the Contract by the Contracting Authority.

7.4.3 Delivery Dates: All the deliverables must be received in accordance with the terms of the contract. Including but not limited to.

- (i) The Contractor must deliver, without limitation, the full range of functionalities, deliverables and services as detailed under Annex A – Statement of Work.
- (ii) Training materials must be delivered (one soft copy) as per Annex A – Statement of Work training requirements or at least 10 business days prior to each training session.
- (iii) Work under task authorizations must be received in accordance with issued task authorizations.

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7.4.4 Option to extend Contract Period: The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 9 additional one-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 Annex B – Basis of Payment. Canada may exercise the option(s) at any time before the expiry of the Contract by sending a written notice to the Contractor. The option may be exercised only by the Contracting Authority, and will be evidenced, for administrative purposes only, through an amendment to the Contract.

Despite the Contract Period, the license to use the Licensed Software is in perpetuity.

7.5 Authorities

7.5.1 Contracting Authority (To be inserted at Contract Award)

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Public Services and Procurement Canada
Acquisitions Branch
Directorate: _____
Telephone: _____
E-mail address: _____

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

7.5.2 Project Authority (To be inserted at Contract Award)

The Project Authority for the Contract is:

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

The Project Authority is the lead department coordinating the overall project implementation of work under both tiers on behalf of GC. The Project Authority is responsible for the effective management of the project and ensuring the project is consistent with GC policy. The Project Authority is not responsible for the technical content of individual contract(s) and has no authority to authorize changes to the work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Technical Authority (To be inserted at Contract Award)

The Technical Authority for the Contract is:

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

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

7.5.4 Supply Chain Security Authority (To be inserted at Contract Award)

Name: _____
Title: _____
Phone: _____
E-mail address: _____

The Supply Chain Security Authority is the SSC representative and is responsible for all matters concerning the ongoing Supply Chain Integrity Process under the Contract. Neither the Contracting Authority nor the Technical Authority have any authority to advise or authorize any information in relation to the Supply Chain Integrity Process. All other security-related matters remain the responsibility of the Supply Chain Security Authority.

7.5.5 Contractor's Representative (To be inserted at Contract Award)

Name: _____
Title: _____
Company Name: _____
Address: _____
Telephone: _____
E-mail address: _____

7.6 Solution

7.6.1 Commercially-Available Solution. Canada acknowledges that the Solution is a commercially-available solution provided to other customers. As part of the license to use the Solution, the Contractor agrees to make available to Canada all the features and functionalities included in the commercially available version of the Solution, and the incidental and required information technology infrastructure services required to deliver the Solution, all of which is included in the license price.

7.6.2 Software Application Evolution; Features or Functionalities. Canada acknowledges that the Solution, underlying software application or associated infrastructure may evolve during the course of the Contract Period. The Contractor agrees to continue to provide the goods and services as commercially available Solution, with functionality or features and with terms that are more favourable to Canada than at the time of Contract award.

7.6.3 Improvements to and Evolution of the Solution. The parties acknowledge that technology and business models evolve quickly and that any Solution provided at the beginning of the Contract Period inevitably will be different from the Solution provided at the end of the Contract Period and

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the method(s) by which the Solution and any potential peripherals are delivered to Canada are likely to change or evolve and that, at the time of entering into this Contract, the parties cannot possibly contemplate all the goods or services that may be delivered under this Contract, other than they will be connected to delivering to Users. With that in mind, the parties agree that:

- i. The Contractor must maintain and continuously improve the Solution and infrastructure throughout the Contract Period on a commercially reasonable basis, and must provide those improvements and enhancements to Canada as part of Canada's license, with no price adjustment if those improvements and enhancements are also offered to other customers at no additional cost.
- ii. If the Contractor removes any functions from the commercial offering to the Solution and offers those functions in any new or other services or products, the Contractor must continue to provide those functions to Canada as part of Canada's license to the Services, under the existing terms and conditions of the Contract regardless of whether those other services or products also contain new or additional functions. Contractor has no obligation to comply with this paragraph if the Solution acquired by Canada is still offered by Contractor in parallel with the new services offered to other customers.
- iii. The Contractor must ensure that upgrades/updates to the Solution must:
 - (a) not result in additional work by Canada with the exception of applicable testing; and
 - (b) not result in any loss of Canada's data, electronic documents, or user accounts.

7.6.4 Downgrade. If the Contractor is unable to provide the Services with no less favourable features and functionality, the Contractor will provide written Notice to Canada identifying the circumstance, and alternative options, specifically including a reduction in pricing. If no proposed alternative option is acceptable to Canada, the Contractor agrees to consent to a termination of the Contract, and pay all identifiable direct costs incurred by Canada to migrate and store Client's Data, and to procure equivalent replacement services.

7.6.5 Maintenance Releases. During the Software Support Period, the Contractor must provide to Canada all Maintenance Releases, in object-code form, at no additional cost. All Maintenance Releases will become part of the Solution and will be subject to the conditions of Canada's license with respect to the Solution. Unless provided otherwise in the Contract, Canada will receive at least one Maintenance Release during any twelve (12) month maintenance period.

7.7 Solution Operational Changes

7.7.1 The Government of Canada is seeking an innovative **Solution** that can adapt and evolve with technological advances throughout the duration of the Contract. The Contractor-delivered **Solution** must be extensible and adaptable to harness future technology innovations that the Contractor may use to upgrade their Licensed Software. The Contractor will be required to provide to the Government of Canada all technological upgrades to the **Solution** free of charge where:

- (i) The upgrade has been made to their Licensed Software; and
- (ii) The upgrade has been given free of charge to the Contractor's other client(s).

7.7.2 The Government of Canada also requires the Contractor to ensure that the **Solution** remains compatible with all future versions of iOS, Android and Microsoft Windows and the following Web browsers:

- Internet Explorer/Edge

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- Google Chrome
- Firefox
- Safari

7.7.3 The Government of Canada requires that the Solution remains compliant with the WET and WCAG, as defined in the Statement of Work, throughout the duration of the Contract.

7.7.4 On-going Maintenance of Software Code: The Contractor must continue to maintain the Solution (i.e. the version or "edition" originally accepted and licensed under the Contract). For clarity, the Contractor or Software Developer shall continue to develop the software codes for the components of the Solution to maintain and improve the functionality of the Solution and to correct Software errors for a minimum of one (1) year after the date of acceptance of the Solution, in accordance with Section 12 - Acceptance of 4003, Supplemental General Conditions, as referred to in Article 7.2 of this Contract. If, after this period, the Contractor or Software Developer decides to cease maintenance of the current version or "edition" of any component of the Solution and instead decides to offer updates to any component of the Licensed Software as part of the maintenance, the Contractor or Software Developer shall notify Canada in writing at least twelve (12) months prior to such cessation.

7.8 Solution Maintenance and Support

7.8.1 The Contractor must continuously maintain and support the Solution.

7.8.2 Solution Support. The Solution Support includes the following Technical Hotline Support and Web Support services:

- Technical Hotline Support:** the Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at (INSERT AT CONTRACT AWARD), in English and French, from 8:00 A.M. to 5:00 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the call is made). The Contractor must answer or return all calls (with a live service agent) within 60 minutes of the initial time of the Client or User's initial call. The Contractor's personnel must be qualified and able to respond to the Client's and any Client User's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to the Licensed Software.
- Web Support:** The Contractor must provide Canada with technical web support services through a website that must include, as a minimum, frequently asked questions and on-line software diagnostic routines, support tools, and services. The Contractor's website must provide support in English. The Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address is (INSERT AT CONTRACT AWARD).

7.8.3 Software Error Correction Services

- Canada may report to the Contractor any failure of the Licensed Programs to operate in accordance with the Software Documentation or, if applicable, the Specifications during the Software Support Period. Canada may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable efforts to provide Canada within the time frames established in subsections 2 and 3, with a correction of the Software Error which caused the failure. Any such software correction must cause the Solution to meet the Software Documentation or, if applicable, the Specifications during the Software Support Period. The Contractor must use all reasonable efforts to provide permanent corrections for all Software Errors and the Contractor warrants that the Solution

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will meet the functional and performance criteria set out in the Specifications. All Software Error corrections will become part of the Solution and will be subject to the conditions of Canada's license with respect to the Solution.

- ii. Unless provided otherwise in the Contract, the Contractor must respond to a report of a Software Error in accordance with the severity of the Software Error, as detailed in subsection 3. The severity will be reasonably determined by Canada, and communicated to the Contractor, based on the following definitions:

"Severity 1":

indicates total inability to use a Licensed Program, resulting in a critical impact on user objectives;

"Severity 2":

indicates ability to use a Licensed Program but user operation is severely restricted;

"Severity 3":

indicates ability to use a Licensed Program with limited functions which are not critical to overall user operations;

"Severity 4":

indicates that the problem has been by-passed or temporarily corrected and is not affecting user operations.

- iii. Unless provided otherwise in the Contract, the Contractor must use reasonable efforts to correct Software Errors as follows:

"Severity 1":

within twenty-four (24) hours of notification by Canada;"

Severity 2":

within seventy-two (72) hours of notification by Canada;

"Severity 3":

within fourteen (14) days of notification by Canada;

"Severity 4":

within ninety (90) days of notification by Canada.

- iv. If Canada reports a Software Error to the Contractor, Canada must give the Contractor reasonable access to the computer system on which the Licensed Program resides, and must provide such information as the Contractor may reasonably request, including sample output and other diagnostic information, in order to permit the Contractor to expeditiously correct the Software Error.

7.9 Solution Services

- (i) **Software.** The Contractor will provide all Services required for Canada to access and use the Solution as specified in Annex A – Statement of Work.
- (ii) **Authority.** The Contractor represents and warrants that it owns or has obtained and will maintain throughout the Contract Period, all necessary authority specifically including intellectual property rights required to provide the Services in accordance with the terms of this Contract.

- (iii) **Indemnification.** The Contractor agrees to indemnify Canada against all losses and expenses (including legal fees) arising out of any intellectual property infringement claim by a third party based on Canada’s use of the Solution.
- (iv) **Accessibility:** The Contractor must ensure that the Solution does not interfere with accessibility standards compliance, as specified in the Standard on Web Accessibility: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601#>
- (v) **Usage Grant.** The Contractor grants to Canada the non-exclusive, non-assignable right to access and use the Solution from an unlimited number of locations, devices and operating environments, through secure, wireless, mobile or other connection, via the internet, a web browser or other access connection technology which may become available.
- (vi) **Included.** The Contractor represents and warrants that the Services include:
 - i. maintenance of the Solution;
 - ii. provision of all incidental and additional required information technology infrastructure services, in compliance with all required security standards,
 - iii. the technical infrastructure that complies with all required security standards, allowing Canada to use the Solution to process any of Client’s Data in compliance with its expressed security standards, and unfettered access and use by the Client, regardless of the amount of data created, processed or stored by the Solution,all of which is included in the price.
- (vii) **Restricted Usage Rights.** Canada acknowledges that in providing the Services, the Contractor is not delivering ownership rights to any software product, component of the Solution or infrastructure used by the Contractor to provide the Services, except as expressly provided in a Task Authorization. Canada will not knowingly:
 - i. distribute, license, loan, or sell the Solution;
 - ii. impair or circumvent the Solution’s security mechanisms; or
 - iii. remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Solution.
- (viii) **Applicable Terms and Conditions.** The Contractor has advised and Canada acknowledges that the Contractor may unilaterally modify the terms under which it provides its commercial offering of the Solution, without notice to its customers, including Canada. The Contractor represents and warrants that any such modification will not result in less favorable terms, specifically including price, service levels and remedies, regardless of any notification to the contrary.
- (ix) **Additional Terms and Conditions.** The parties agree that any terms and conditions, including any “click-through” or “pop-up” notices, that apply to the Contractor’s commercial offering of the Solution, including third party tools or incidental infrastructure, will not apply to Canada’s use of the Solution if those terms conflict with the express terms of this Contract. The terms and conditions of third party tools not specified the Contract are not subject to this section.

7.10 Professional Services – General

- 7.10.1** The Contractor must provide professional services on request as described in Annex A - Statements of Work and any resulting Task Authorizations (TA).
- 7.10.2** If the Contractor fails to deliver any deliverable (excluding delivery of an individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the

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Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

7.10.3 Conduct of the Work; Warranty. The Contractor represents and warrants that (a) it is competent to perform the Work, (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, to effectively perform the Work.

7.10.4 Time is of the Essence. It is essential that the Work be delivered within or at the time stated in a Task Authorization.

7.10.5 Authorized Personnel. All the Work must be performed solely by Contractor's authorized personnel.

7.10.6 Key Personnel. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with equivalent qualifications and experience and provide written notice to Canada giving (i) the reason for the replacement, (ii) the name and qualifications of the replacement individual, and (iii) proof that the proposed replacement has the required security clearance from Canada.

7.10.7 Request to Replace Key Personnel. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with terms of replacement of key personnel. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

7.10.8 Migration. The Contractor acknowledges that due to the nature of the Services provided under the Contract, Canada may require continuity. Prior to the transition to the new contractor or to Canada, the Contractor must provide all operational, technical, design and configuration information and documentation for all Services required to complete the transition, provided that it is not Contractor confidential information. The Contractor represents and warrants that it will not directly or indirectly interfere with or impede Canada's access to or transfer of Client's Data.

7.10.9 Migration and Transition Services. The Contractor agrees that, in the period leading up to the end of the Contract Period, if Migration or Transition Services are requested by Canada, it will diligently assist Canada in the transition from the Contract to a new contract with another supplier and or migrate Client's Data to a new supplier environment, and that there will be no charge for the services below other than those charges set out in the Basis of Payment.

7.10.10 Migration to an Alternate Hosting Environment. The Contractor agrees that, if Migration or Transition Services to an Alternate Hosting Environment are requested by Canada in the event that Canada's business requirements change, it will diligently assist Canada in the migration or transition of Client's Data to a new Hosting environment as and when requested by Canada following the Task Authorization process in accordance with Article 7.12 - Task Authorization.

7.10.11 Training

- a) The Contractor must provide classroom or online training sessions to Canada in accordance with Annex A – Statement of Work and a TA issued for any optional Training.

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- b) The training, including both the instruction and the course materials, must be provided in English and where possible English and French. If the training materials are only available in English, in accordance with SACC Supplemental General Conditions 4003 – Licensed Software, sub-section 9 (3) Canada has the right to translate the materials for other users.
- c) Before providing any training, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval as per Annex A – Statement of Work training requirements or at least 10 business days in advance of the first training session.

7.10.12 Task Authorization

- (a) **As-and-when-requested Task Authorizations for optional additional Professional Services including Training:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested" basis using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Form and Content of TA.** A TA will contain (a) Contract and TA number, (b) the details of the required activities and resources, (c) a description of the deliverables, (d) a schedule indicating completion dates for the major activities or submission dates for the deliverables, (e) security requirements, and (f) costs. A TA will follow the format detailed in Annex F – Task Authorization Forms.
- (c) **Contractor's Response to TA.** The Contractor must provide to Canada, within the period specified in the TA, the proposed total price for performing the task and a breakdown of that cost, established in accordance with the fees. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- (d) **TA Limit and Authorities for Validly Issuing TA.** A validly issued TA must be signed by the appropriate Canadian Authority as set forth in this Contract. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk.
- (e) **Periodic Usage Reports.** The Contractor must compile and maintain records on its provision of services to the federal government under the valid TA as issued under this Contract.
- (f) **Consolidation of TA for Administrative Purposes.** This Contract may be amended from time to time to reflect all validly issued TA to date, to document the Work performed under those TA for administrative purposes.

7.11 Documentation

- (i) **Solution Documentation.** The Contractor must provide or deliver access to the commercially available Solution Documentation to Canada upon Contract Award. The Contractor must update Solution Documentation on a commercially reasonable basis.
- (ii) **Other Documentation.** The Contractor must provide or deliver access to any documentation required in performance of the Work.
- (iii) **Translation Rights.** The Contractor agrees that Canada may translate any written deliverable, including the Solution Documentation or Training Materials into English or French. The Contractor acknowledges that Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor will not be responsible for technical errors that arise as a result of any translation made by Canada.

- (iv) **Moral Rights.** At the request of Canada, the Contractor may provide a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the written deliverable. If the Contractor is unable or unwilling to obtain the requested waivers, the Contractor agrees to indemnify Canada against all losses and expenses (including legal fees) arising out of any moral rights infringement claim by a third party based on Canada's translation of written documentation.
- (v) **Defective Documentation.** If at any time during the Contract Period, Canada advises the Contractor of a defect or non-conformance in any part of the documentation delivered with the Work, the Contractor will correct the defect or non-conformance as soon as possible and at its own expense. Canada may provide the Contractor with information about defects or non-conformance in other documentation, including the Solution Documentation, for information purposes only.

7.12 Contractor Use of Canada's Data

- (a) During the term of the Contract, the Contractor will be provided access to use Canada's Data for the sole and exclusive purpose of providing the Solution to Users, including a license to collect, process, store, generate, and display Canada Data only to the extent necessary in the providing of the Services.
- (b) The Contractor must:
 - (i) keep and maintain Canada's Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss;
 - (ii) use and disclose Canada's Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with the Contract and applicable law; and,
 - (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Canada's Data for the Contractor's own purposes or for the benefit of anyone other than Canada without Canada's prior written consent.
 - (iv) provide Canada full access to all Solution Data.

The Contractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Canada.

If requested by the Technical Authority, the Contractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The Contractor must not begin using a form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.

At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor must ask the Technical Authority for instructions.

7.13 Basis of Payment

- (a) **Phase 1 – Prototype Solution:** For the Work described in Phase 1 – Prototype Solution of Annex A – Statement of Work. In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid an all-inclusive firm lot price in accordance with Annex B – Basis of Payment, in Canadian funds, customs duty included, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. The all-inclusive firm lot price includes the delivery

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and all Prototype Solution usage rights, grants and access, Software Documentation, Warranty, Hosting and Maintenance and Support (excluding Training), waivers, non-disclosure agreements, or other releases to Canada for purposes of conducting the CUA assessment, for up to 25 Authorized Users and up to 6 concurrent users to use the Prototype Solution for Capability and Usability Assessment purposes during the initial contract period.

- (b) **Optional Phase 2 – Full Solution:** At Canada's sole discretion, Canada may exercise the irrevocable option to deliver the full Solution in accordance with Phase 2 - Solution of Annex A – Statement of Work. If Canada exercises this irrevocable option, and in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid an all-inclusive firm lot price(s) in accordance with Annex B – Basis of Payment, in Canadian funds, customs duty included, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. The all-inclusive firm lot price includes the delivery, installation, integration and configuration of the Solution, incidental and additionally required information technology infrastructure services, Software Documentation, Warranty, Implementation, Hosting and Hosting Related support services, Maintenance and Support (including Training during Solution implementation period), waivers, non-disclosure agreements or other releases to Canada and all license(s) for up to 200 to access and use the Solution in accordance with the.
- (c) **Optional Annual Renewal of Maintenance and Support:** For maintenance and support services throughout the optional Software Support Period, in accordance with the Contract, if Canada exercises its option, Canada will pay the Contractor, in advance, the firm price set out in Annex B, in Canadian funds and including all customs duties, Applicable Taxes extra.
- (d) **Optional Annual Hosting and Hosting Related Services:** For hosting and hosting related support services, throughout the optional hosting and hosting related support services, in accordance with the Contract, if Canada exercises its option, Canada will pay the Contractor, in advance, the firm price set out in Annex B, in Canadian funds and including all customs duties, Applicable Taxes extra.
- (e) **Optional Additional Software Licenses During Implementation Period:** For additional licenses for additional Users to access and use the Licensed Software, including Solution Documentation, Warranty, Maintenance and Support (excluding Training), waivers, non-disclosure agreements or other releases to Canada, if Canada exercises its option, Canada will pay the Contractor the all-inclusive firm lot price(s) per user as set out in Annex B- Basis of Payment, in Canadian funds including all customs duties, Applicable Taxes extra. **For the Software Maintenance and Support on additional Software Licenses During Implementation Period:** In order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance, the full amount will apply on the existing Licensed Software. **For the Hosting and Hosting Related Services on additional Software Licenses During Implementation Period:** In order to provide for a common termination date for the Hosting and Hosting Related Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Hosting termination date. In any subsequent year in which Canada exercises its option to obtain Hosting the full amount will apply on the existing Licensed Software.
- (f) **Optional Additional Software Licenses Post Implementation Period:** For additional licenses for additional Users to access and use the Licensed Software, including Solution Documentation, Warranty, Maintenance and Support (excluding Training), waivers, non-disclosure agreements or other releases to Canada, if Canada exercises its option, Canada will pay the Contractor the all-inclusive firm lot price(s) per user as set out in Annex B- Basis of Payment, in Canadian funds including all customs duties, Applicable Taxes extra. **For the Software Maintenance and Support on additional Software Licenses Post Implementation Period:** In order to provide for a common termination date for the Software Maintenance and Support Services, Canada will pay an amount

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based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Maintenance termination date. In any subsequent year in which Canada exercises its option to obtain Maintenance, the full amount will apply on the existing Licensed Software. **For the Hosting and Hosting Related Services on additional Software Licenses Post Implementation Period:** In order to provide for a common termination date for the Hosting and Hosting Related Support Services, Canada will pay an amount based on the firm annual price divided by 365 days and then multiplied by the number of days to the common Hosting termination date. In any subsequent year in which Canada exercises its option to obtain Hosting the full amount will apply on the existing Licensed Software.

- (g) **Optional Professional Services provided under a Task Authorization:** For professional services requested by Canada, in accordance with a validly issued Task Authorization and the Contractor satisfactorily completing its obligations under the Contract, Canada will pay the Contractor for actual time worked and any resulting deliverables in accordance with the firm all-inclusive Per diem price per resource as set out in the Task Authorization and in accordance with the Annex B, Basis of Payment, in Canadian funds, customs duty included, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (h) **Optional Training Services provided under a task authorization:** For training services requested by Canada pursuant to a validly issued task authorization, and in consideration of the Contractor satisfactorily performance of its obligations under the Contract, Canada will pay the Contractor in accordance with the firm per diem rates set out in Schedule B, Basis of Payment in Canadian dollars, customs duties included, plus Goods and Services Tax or Harmonized Sales Tax, if applicable. Partial days will be prorated based on actual hours worked, using a 7.5 hour work day.
- (i) **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.
- (j) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PSPC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.
- (k) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.
- (l) **Price Certification:** The Contractor certifies that the price quoted is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both.
- (m) **On-Site Support Charges:** If on-site support is required in order to resolve issues with the Solution, the Contractor will be provided on-site access to correct the errors, at no additional cost to Canada.

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- (n) **Travel and Living Expenses – National Joint Council Travel Directive:** The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”. Canada will not pay the Contractor any incidental expense allowance for authorized travel.
- (i) All travel must have the prior authorization of the Technical Authority.
 - (ii) All payments are subject to government audit.
- (o) **Limitation of Price.** Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- (p) **Limitation of Expenditure – Professional Services provided under a Task Authorization**
- i. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (Task), inclusive of any revisions, must not exceed the sum of \$ _____ (to be inserted when Canada exercises its irrevocable option on Phase 2 Work under Statement of Work- Annex A). Customs duties are included and Applicable Taxes are extra.
 - ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
 - iii. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - A. when it is 75 percent committed, or
 - B. four (4) months before the contract expiry date, or
 - C. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized Task, inclusive of any revisions, whichever comes first.
 - iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.
- (q) **Limitation of Expenditure – Training provided under a Task Authorization**
- i. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (Task), inclusive of any revisions, must not exceed the sum of \$ _____ (to be inserted when Canada exercises its irrevocable option on Phase 2 Work under Statement of Work- Annex A). Customs duties are included and Applicable Taxes are extra.
 - ii. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
 - iii. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - A. when it is 75 percent committed, or
 - B. four (4) months before the contract expiry date, or
 - C. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized Task, inclusive of any revisions, whichever comes first.

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- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

(r) No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

(s) Electronic Payment of Invoices – Contract

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

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only);
- (vi) Large Value Transfer System (LVTS) (Over \$25M)

7.14 Method of Payment

(a) Single Payment – Phase 1 – Prototype Solution

Canada will pay the Contractor upon completion and delivery of the Work 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;
- (iii) the Work delivered has been accepted by Canada.

(b) Optional Phase 2- Solution: Multiple Methods of Payment.

1. Single Payment- Perpetual User Licenses:

Canada will pay the Contractor upon completion and delivery of the Work under Phase 1-Prototype Solution in accordance with Annex B- Basis of Payment and 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;
- (iii) the Work delivered has been accepted by Canada.

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2. Milestone Payments, Subject to holdback- Implementation

At Canada's sole discretion, Canada may exercise the irrevocable option for the Contractor to perform Work in accordance with article 3. Phase 2 - Solution of Annex A – Statement of Work. If Canada exercises this irrevocable option, Canada will make milestone payments to the Contractor in accordance with the Schedule of Milestones detailed in Annex B-Basis of Payment and the payment provisions of the Contract, up to 90% percent of the amount claimed and approved by Canada if:

- (i) an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) the total amount for all milestone payments paid by Canada does not exceed 90% percent of the total amount to be paid under the Contract;
- (iii) all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- (iv) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

(c) Method of Payment – Advance Payment for Hosting and Hosting Related Services

Canada will pay the Contractor in advance for the Work 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.
- (iii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

(d) Method of Payment – Advance Payment for Software Maintenance and Support

Canada will pay the Contractor in advance for the Work if:

- (iv) 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;
- (v) all such documents have been verified by Canada.
- (vi) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

(e) Single Payment – Task Authorized Optional Professional Services with a Firm Price

Canada will pay the Contractor upon completion and delivery of the work 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

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(iii) the Work performed has been accepted by Canada.

(f) Single Payment – Task Authorized Optional Training Services with a Firm Price

Canada will pay the Contractor upon completion and delivery of the work 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 performed has been accepted by Canada.

(g) Single Payment – Optional additional Software Licenses during implementation and post implementation:

At Canada's sole discretion, Canada may exercise the irrevocable options for additional software licenses during implementation and/or post implementation in accordance with the Basis of Payment, Annex B. If Canada exercises this irrevocable option, Canada will pay the Contractor in accordance with Annex B- Basis of Payment and 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 performed has been accepted by Canada.

(h) Discretionary Audit

The following are subject to government audit before or after payment is made:

- (a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
- (b) The accuracy of the Contractor's time recording system.
- (c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is fair and reasonable based on the estimated amount of profit included in earlier price or rate certification(s).
- (d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a price certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
 - a. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess. At the time of any audit, the parties will negotiate in good faith to determine which documentation supplied by the Contractor is to remain confidential.

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- b. Audited materials, regardless of format, disclosed to the Client or Canada by the Contractor must be kept confidential if marked confidential and agreed upon pursuant to the paragraph above.

7.15 Invoicing

- (a) **Invoice Submission.** The Contractor must submit invoices for the Services and delivery of any Work, as applicable.
- (b) **Invoice Requirements.** Invoices must be submitted in the Contractor's name and contain:
- (i) the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s); and
 - (ii) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes.

Applicable Taxes must be shown as a separate line item along with corresponding registration numbers from the tax authorities and all items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

- (iii) deduction for holdback, if applicable; and the extension of the totals, if applicable.

(c) **Invoicing Instructions – Release of Holdback and Balance of Amount Payable**

- (i) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

In addition to the requirements of the general conditions, each invoice must be supported by:

- i. All applicable release documents as well as any other documents called for under the Contract; and
 - ii. All Certificate(s) of Inspection pertaining to the goods and / or services which are the subject of the invoice, provided as a scanned PDF copy with official signatures of the designated certification authorities and not just printed names.
- (ii) As per Contract Article on milestone payments any balance of the amount payable will be paid in accordance with the payment provisions of the Contract, upon completion and delivery of all work required under each task authorization of the Contract, and upon completion of any adjustment required as described under the "Basis of Payment" if the Work has been accepted by Canada and a final invoice for payment is submitted.
- (iii) Invoices must be distributed as follows:
- i. The original and one (1) copy must be forwarded to Technical Authority, identified under the section entitled "Authorities" of the Contract, for certification and payment.
 - ii. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.16 Taxes

- (a) **Payment of Taxes.** Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in

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accordance with applicable legislation. The Contractor must remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

- (b) **Withholding for Non-Residents.** Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.
- (c) **Foreign-based Contractor.** Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.
- (d) Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.
- (e) **Certification of Invoices.** By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.
- (f) **Payment Period.** Canada will pay the Contractor's undisputed invoice amount within 30 days of receipt. In the event, an invoice is not in acceptable form and content, Canada will notify the Contractor and the 30 day payment period will begin on receipt of a conforming invoice.
- (g) **Interest on Late Payments.** Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive, provided Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

7.17 Certifications and Additional Information

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, or fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.18 Federal Contractors Program for Employment Equity

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

7.19 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by

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the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.20 Limitation of Liability

Except as expressly provided in paragraph (b), the Contractor is liable to Canada for all direct damages it causes in performing or failing to perform the Contract in relation to:

- (a) The Contractor's acts or omissions under the Contract affecting real or tangible personal property owned, possessed or occupied by Canada;
- (b) The Contractor's breach of confidentiality obligations under the Contract, but such limitation does not apply to the disclosure by Contractor of the trade secrets of Canada or a third party related to information technology;
- (c) Liens or encumbrances relating to any portion of the Work under the Contract, not including claims or encumbrances relating to intellectual property rights; and
- (d) Contractors breach of warranty obligations;

However, the Contractor is not liable to Canada for indirect, special or consequential damages caused by items (a) to (d) above.

With respect to direct damages related to the Contractor's breach of warranty obligations, the Contractor's maximum liability to Canada is the total estimated cost of the Contract (meaning the dollar amount shown on the first page of the Contract in the block titled "**Total Estimated Cost**"). All direct damages not listed above that do not relate to breach of warranty are subject to a maximum of .25 times the Total Estimated Cost or \$1M, whichever is greater.

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.

None of the above limitations apply to damages based on loss of life or injury or claims based on infringement of intellectual property.

7.21 Remedies

- (a) **Work.** If at any time during the Contract Period the Work fails to meet its warranty obligations, the Contractor must as soon as possible correct at its own expense any errors or defects and make any necessary changes to the Work.
- (b) **Documentation.** If at any time during the Contract Period, Canada discovers a defect or non-conformance in any part of the documentation delivered with the Work, the Contractor must as soon as possible correct at its own expense the defect or non-conformance.
- (c) **Canada's Right to Remedy.** If the Contractor fails to fulfill any obligation described herein within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming Work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming Work, an equitable reduction will be made in the Contract Price.

7.22 Subcontracts

- (a) **Conditions to Subcontracting.** The Contractor may subcontract the performance of the Work, provided (a) the Contractor obtains the Contracting Authority's prior written consent, (b) the

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subcontractor is bound by the terms of this Contract, and (c) the Contractor remains liable to Canada for all the Work performed by the subcontractor.

- (b) **Exceptions to Subcontracting Consent.** The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority: (i) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business (ii) subcontract any incidental services that would ordinarily be subcontracted in performing the Work; and (iii) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (i) and (ii).

7.23 Excusable Delay

- (a) **No Liability.** The Contractor will not be liable for performance delays nor for non-performance due to causes beyond its reasonable control that could not reasonably have been foreseen or prevented by means reasonably available to the Contractor, provided the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it (referred to as an "Excusable Delay").
- (b) **Notice.** The Contractor must also advise the Contracting Authority, within 15 business days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- (c) **Delivery and Due Dates:** Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- (d) **Canada not responsible for Costs:** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

7.24 Right to Terminate

If such an event prevents performance under the Contract for more than 30 calendar days, then the Contracting Authority may elect to terminate the TA, or part or all of this Contract on a "no fault" basis, meaning neither party will be liable to the other in connection with the Excusable Delay or resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.

7.25 Inspection and Acceptance of the Work

- (a) **Inspection by Canada:** All the Work is subject to inspection and acceptance by Canada. Canada's inspection and acceptance of the Work does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to

reject any work that is not in accordance with the requirements of the Contract and the Contractor is required to correct or replace it at its own expense.

- (b) **Acceptance Procedures:** Unless provided otherwise in the Contract, the acceptance procedures are as follows:
- i. when the Work is complete, the Contractor must notify the Technical Authority in writing, with a copy to the Contracting Authority, by referring to this provision of the Contract and requesting acceptance of the Work;
 - ii. Canada will have 30 days from receipt of the notice to perform its inspection (the "Acceptance Period").
- (c) **Deficiencies and Resubmission of Deliverable:** If Canada provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work before acceptance and the Acceptance Period will begin again. If Canada determines that a deliverable is incomplete or deficient, Canada is not required to identify all missing items or all deficiencies before rejecting the deliverable.
- (d) **Access to Locations:** The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed, other than multi-tenant data centres, at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
- (e) **Contractor Inspection for Quality:** The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. All deliverables submitted by the Contractor must be of a professional quality, free of typographical and other errors, and consistent with the highest industry standards.
- (f) **Inspection Records:** The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.
- (g) **Informal Feedback:** Upon request by the Contractor, Canada may provide informal feedback prior to any deliverable being formally submitted for acceptance. However, this must not be used as a form of quality control for the Contractor's Work. Canada is not obliged to provide informal feedback.

7.26 General Provisions

- (a) **Applicable Laws.** This Contract will be interpreted and governed by the laws of Ontario.
- (b) **Survival.** All the parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.
- (c) **Severability.** If any provision of this Contract is declared unenforceable by an authoritative court, the remainder of this Contract will remain in force.

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- (d) **Waiver.** The failure or neglect by a party to enforce any of rights under this Contract will not be deemed to be a waiver of that party's rights.
- (e) **No Bribe.** The Contractor warrants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- (f) **Contingency Fees.** The Contractor represents that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).
- (g) **International Sanctions.**
 - (i) Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
 - (ii) The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated.
- (h) **Integrity Provisions – Contract.** The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Services and Procurement Canada's website at [Ineligibility and Suspension Policy](#).
- (i) **Code of Conduct for Procurement – Contract.** The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.
- (j) **Conflict of interest and Values and Ethics Codes for the Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of interest Act](#), 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

7.27 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 web sites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.28 Priority of Documents

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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 Manual clauses incorporated by reference in these Articles of Agreement;
- (b) the general conditions 2030 (2020-05-28) General Conditions – Higher Complexity – Goods
- (c) the supplemental general conditions, in the following order:
 - (i) 4003 (2010-08-16), Supplemental General Conditions - Licensed Software;
 - (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;
 - (iii) 4008, (2008-12-12) Personal Information
- (d) Annex A – Statement of Work
- (e) Annex B – Basis of Payment
- (f) Annex C – Security Requirement Check List
- (g) Annex D – Definitions and Interpretations
- (h) Annex E - Supply Chain Integrity Process
- (i) Annex G - Bid Evaluation Criteria
- (j) Annex H – Bidder Forms
- (k) the signed Task Authorizations and any Certifications as required;
- (l) the Contractor's bid dated _____ (*insert date of bid*) as clarified on _____ "or" as amended on _____, 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.

7.29 Foreign Nationals (Canadian Contractor)

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

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

7.30 Foreign Nationals (Foreign Contractor)

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

7.31 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

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- (i) _____ has been appointed as the “representative member” of the joint venture Contractor and has full 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 solidarily 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.

7.32 Ongoing Supply Chain Security Information Assessment Process

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

- (i) Supply Chain Security Information Submission Form
- (ii) IT Product List; and,
- (iii) Network Diagram.

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

- (b) **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI contained in Annex E - Supply Chain Security Information Assessment Process. In that regard:
- (i) The Contractor, starting at Contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged.
 - (ii) The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates

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deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.

- (iii) Canada reserves the right to conduct a complete, independent security assessment of all new SCSl. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
- (iv) Canada may use any government resources to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSl.

(c) Identification of New Security Vulnerabilities in SCSl already assessed by Canada:

- (i) The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.
- (ii) The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSl that have already been the subject of an SCSl assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

(d) Addressing Security Concerns:

- (i) If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.
- (ii) At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's Solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
 - (A) provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
 - (B) if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
 - (C) implement the mitigation plan approved by Canada. This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Security Information Assessment Process by Canada, but for which new security vulnerabilities have since been identified.
- (iii) Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a

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schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

(e) Cost Implications:

- (i) Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment, however, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
 - (A) with respect to Products already assessed without security concerns by Canada pursuant to an SCI assessment, evidence from the Contractor of how long it has owned the Product;
 - (B) with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
 - (C) evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
 - (D) the normal useful life of the Product;
 - (E) any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
 - (F) the normal useful life of the proposed replacement Product;
 - (G) the time remaining in the Contract Period;
 - (H) whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
 - (I) whether or not the Product being replaced can be redeployed to other customers;
 - (J) any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
 - (K) any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
 - (L) the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- (ii) Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.

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

(f) General:

- (i) The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.
- (ii) The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.
- (iii) Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.
- (iv) If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2030 Higher Complexity - Goods, Subsection 9(3).
- (v) Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

(g) Subcontracting

- (i) Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Contracting Authority has first consented in writing. In order to seek the Contracting Authority's consent, the Contractor must provide the following information:
- (A) the name of the subcontractor;
- (B) the portion of the Work to be performed by the subcontractor;
- (C) the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
- (D) the date of birth, the full name and the security clearance status of individuals employed by the subcontractor who will require access to Canada's facilities;
- (E) completed sub-SRCL signed by the Contractor's Company Security Officer for CISD completion; and
- (F) any other information required by the Contracting Authority.
- (ii) For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or

software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

(h) Change of Control

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

(A) 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:

- (i) they are “related persons” or “affiliated persons” according to the Canada *Income Tax Act*;
- (ii) 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
- (iii) 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.

(B) 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;

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

(D) 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 23(3) of General Conditions 2030** (General Conditions – Higher Complexity – Goods), provided the information has been marked as either confidential or proprietary.

(ii) The Contractor must notify the Contracting Authority in writing of:

(A) any change of control in the Contractor itself;

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

(C) 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).

(iii) The Contractor must provide this notice by no later than 10 Federal Government Working Days (FGWD) 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.

(iv) 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

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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.

- (v) 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 calendar 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.
- (vi) 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 calendar 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 calendar days of receiving the original notice from the Contractor regarding the change of control.
- (vii) 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.

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.

7.33 Access to Information

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

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ANNEXE A
STATEMENT OF WORK

Please see attached document for Annex A - Statement of Work.

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ANNEX B

BASIS OF PAYMENT

Please see attached document for Annex B – Basis of Payment

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ANNEX C

SECURITY REQUIREMENT CHECK LIST

Please see attached document for Annex C – Security Requirement Check List.

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ANNEX D

DEFINITIONS AND INTERPRETATIONS

Please see attached document for Annex D – Definitions and Interpretations.

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ANNEX E - SUPPLY CHAIN SECURITY INFORMATION ASSESSMENT PROCESS

Please see attached document for Annex E – Supply Chain Security Information Assessment Process.

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ANNEX F

TASK AUTHORIZATION FORM- FOR WORK UNDER PHASE 2

Please see attached document for Annex F – Task Authorization Form – For Work under Phase 2

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Client Ref. No. – N° de réf. De client HT372-192532	File No. – N° du dossier HT372-192532/001/XL	CCC No./ N° CCC – FMS No/ N° VME

ANNEX G

BID EVALUATION CRITERIA

Please see attached document for Annex G – Bid Evaluation Criteria

Solicitation No. – N° de l'invitation HT372-192532/B	Amd. No – N° de la modif.	Buyer ID – Id de l'acheteur 152XL
Client Ref. No. – N° de réf. De client HT372-192532	File No. – N° du dossier HT372-192532/001/XL	CCC No./ N° CCC – FMS No/ N° VME

ANNEX H

BIDDER FORMS

Please see attached document for Annex H – Bidder Forms