



**Government Contact Centre
Services (GCCS) Stream 2:
Contact Centre as a Service
(CCaaS)**

Supply Arrangement (SA)



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SUPPLY ARRANGEMENT (SA) – ARRANGEMENT EN MATIÈRE D’APPROVISIONNEMENT (AMA)

Your proposal is accepted 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 supplies/services listed herein and on any attached sheets at the price or prices set out therefor.

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

COMMENTS / COMMENTAIRES:

This document contains a Security Requirement.
Ce document contient des exigences sécuritaires.

The Vendor/Firm hereby accepts/acknowledges this supply arrangement. Le fournisseur/entrepreneur accepte le présent arrangement en matière d’approvisionnement/en accuse réception	
Signature Name, title of person authorized to sign (type or print) Nom et titre du signataire autorisé (taper ou imprimer)	Date

Vendor / Firm Name and address
Raison sociale et adresse du fournisseur / de l’entrepreneur

Title / Sujet Government Contact Centre Services (GCCS) – Stream 2: Contact Centre as a Service (CCaaS) Supply Arrangement (SA)	
Supply Arrangement No. / Numéro de l’arrangement BPM010227/C	Amendment No. /No de la modification
Date	
RFSA No. / Numéro de la DAMA BPM010227/C	Requisition No. / Numéro de la demande R000067218
Financial Code (s) / Code (s) financier (s) Not Applicable - Details will be provided at the time of bid solicitation.	
F.O.B. / F.A.B. Destination	
GST / HST TPS / TVH See Herein - Voir ci-inclus	Duty / Droits Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Not Applicable - Details will be provided at the time of bid	
Invoices: Not Applicable - Details will be provided at the time of bid solicitation.	
Contracting Authority / Autorité contractante: James Graves (613) 668-9563 james.graves2@canada.ca	
Increase (Decrease) / Augmentation (Diminution) \$0.00	
Total Estimated Cost / Coût total estimatif TBD	Currency / Devise CAD
For the Minister / Pour le Ministre	

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Supply Arrangement (SA) for GCCS Stream 2 Contact Centre as a Service (CCaaS)

Note to Suppliers: Except where specifically set out in these articles, acceptance by Suppliers of all the articles is a mandatory requirement of this SA.

1. Requirement

- 1.1. _____ (“**Supplier**”) agrees to perform the Work described in the **Statement of Work (Annex A)** and to stand ready to supply Clients with CCaaS described in any Contract issued by Canada, in accordance with this Supply Arrangement (“**SA**”).
- 1.2. Canada's liability is limited to that which arises from Contracts against the SA made within the Supply Arrangement (SA) Period and resulting Contract Period.
- 1.3. The SA cannot be assigned or transferred in whole or in part. However, the Supply Arrangement Authority may agree to issue a substitute SA where:
 - a) A request to the SA Authority to issue a substitute SA is made by the original SA Holder; and;
 - b) The proposed substitute SA is for the same goods and services, on the same terms and conditions, and at the same prices as the SA submitted by the original SA Holder
 - c) A substitute SA request should be submitted to the SA Authority at least 30 days prior to its requested effective date. Should SSC decline the substitute SA request, the SA Holder will be able to either withdraw their SA or continue to be the legal SA Holder.
- 1.4. The SA may be set aside by Canada at any time.

2. Clients

The SA(s) will be used by Canada to provide CCaaS to its “**Clients**”, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the resulting SA Period, and those other organizations for whom SSC’s services are optional at any point during the SA Period and that choose to use those services from time to time. This requirement solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs. For the purposes of billing, the Client “SSC” refers to SSC themselves as a department, and all departments who are deemed as mandatory, and signified as mandatory partners in the legend at http://service.ssc-spc.gc.ca/en/policies_processes/pin-2016-01/appendix-a.

3. Reorganization of SSC or a Client

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



4. Nature of the Supply Arrangement

The SA sets out the Work that must be performed by each Supplier during the SA Period and for individual Contracts issued during the SA Period each of which will form a separate enforceable Contract between Her Majesty and the applicable Supplier.

5. Evolution of Services

- 5.1. In light of the fact that technology and business models evolve quickly in the Contact Centre as a Service market, the Supplier acknowledges that Canada's intention is to offer robust, comprehensive, and up-to-date services to its users throughout the Supply Arrangement Period.
- 5.2. The Supplier agrees to offer all improvements to Services it is offering to any other customer as part of its standard services, at no additional charge to Canada. For improvements to Services that the Supplier is not offering to its other customers as part of its standard services, the parties may agree to add these improvements negotiated on a case-by-case basis and, if successfully concluded, will be documented by a formal Contract Amendment issued by the Contracting Authority. Where the Basis of Payment, of a Resulting Contract is affected by any negotiated changes to the Service, Canada may require the Supplier to substantiate the proposed pricing.
- 5.3. The Supplier is responsible for all enhancements, expansions, and upgrades that are necessary to Services during the term of the SA Period to accommodate any increase in the usage and capacity of Services by Canada.
- 5.4. The Supplier agrees to advise the Technical Authority of all technological (including without limitation technological enhancement, augmentation or replacement) administrative and commercial improvements that affect Services and, on Canada's request, implement improvements recommendations for all processes and procedures.
- 5.5. Service Catalogue Items can be added to the Service Catalogue under each Resulting Contract, for new Service features and functionality. The price of these Service Catalogue updates will be negotiated on a case-by-case basis (as set out in the Article entitled "Basis of Payment") and will be reflected in a Contract Amendment.
- 5.6. Whether or not to accept or reject a proposed improvement is entirely within the discretion of Canada. If Canada does not agree to a proposed improvement, the Supplier must continue to deliver the original Service(s) as and when requested by Canada. If accepted, any improvement to the Services will be documented for the administrative purposes of Canada by a Contract Amendment adding the improvement to the Service Catalogue Item available for purchase or by revising the terms and conditions to reflect an enhancement to an existing Service Catalogue Item.

6. Defined Terms

Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the SA have the meanings given to them in the General Conditions or Supplemental General Conditions. **Appendix J-1 - SOW Definitions** includes further defined terms that apply to this SA.

7. Standard Clauses and Conditions of the SA

All clauses and conditions identified in the SA and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.



7.1. **2020 (2020-07-01) General Conditions – Supply Arrangement – Goods or Services**, apply to and form part of the SA.

7. Branding

- 7.1. Canada will develop the brand for the SA, which may consist of a name, sign, symbol, slogan or anything that can be used to identify and distinguish the SA.
- 7.2. The Supplier must implement the SA brand as specified by Canada, including by putting the brand identification on:
 - a) documentation;
 - b) reports;
 - c) portal landing pages;
 - d) web pages; and
 - e) Web-based Graphical User Interfaces (GUIs).
- 7.3. The Supplier must not use its brand with the exception of any brands or logos from commercial-off-the-shelf products in use by the Supplier where the Supplier is unable to remove the brand or logo.
- 7.4. Canada will retain all rights to the SA brand during the Contract Period and after termination of the SA Period. The Supplier will transfer to Canada or its designates all SA branding collateral (specific to GC) established for providing CCaaS under this SA, at least 30 calendar days prior to expiration or termination of the Contract (or a later date agreed to by the Supply Arrangement Authority (SAA) in writing) at no cost to Canada.

8. Applicable Laws

The SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, and any disputes will be resolved through the Courts in the Province of Ontario or the Federal Courts of Canada.

9. Security Requirement for Suppliers

The following security requirements (SRCL and related clauses provided) apply and form part of the SA:

- a) The Supplier must, at all times during the performance of the Contract/Supply Arrangement Requirement, hold a valid Facility Security Clearance at the level of **SECRET**, with approved Document Safeguarding at the level of **PROTECTED A**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- b) The Supplier personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of **SECRET** or **RELIABILITY**, as required, granted or approved by the CSP, PWGSC.
- c) The Supplier **MUST NOT** utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **PROTECTED A**.
- d) Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of the CSP, PWGSC.



- e) The Supplier must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at **Annex C**;
 - b) Contract Security Manual (Latest Edition).

10. Comprehensive Land Claims Agreements (CLCAs)

- 10.1. The objective of CLCAs is to generate socio-economic benefits for Aboriginal people in specific land claim agreement areas. For example, this could include but is not limited to sub-contracting and/or training Aboriginal firms.
- 10.2. The SA is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, that may include areas subject to Comprehensive Land Claims Agreements (CLCAs). Canada will consider contracting obligations that exist in the CLCAs across Canada in individual Requests for requirements issued against the SA as applicable. CLCA applicability to support deliverable requirement(s) will be determined at that stage.

11. Policy on Green Procurement

- 11.1. In accordance with Canada's Policy on Green Procurement, issued in April 2006, directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process (see the Policy on Green Procurement: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>), and to assist Canada in reaching its objectives pertaining to this policy, Suppliers will submit electronic bids through the Procure to Pay (P2P) system.
- 11.2. As the intention is for Policy on Green Procurement implementation in Canada's procurement contracts to take place progressively, Suppliers should anticipate that, over time, green procurement requirements in Canada's procurement contracts will evolve and may become more demanding.

12. SSC's Role in Promoting Accessibility

- 12.1. The Accessible Canada Act (Bill C-81) is intended to enhance the full and equal participation of all persons, especially persons with disabilities, in society. This is to be achieved through the progressive realization, within the purview of matters coming within the legislative authority of Parliament, of a Canada without barriers, particularly by the identification, removal and prevention of barriers.
- 12.2. SSC has a role in implementing the Government of Canada's vision for a more accessible Canada because SSC provides the information technology infrastructure that supports the delivery of digital services to Canadians. This means that SSC is engaged in the procurement of goods and services and in supporting the delivery of programs and services by other government departments, both of which are areas covered by the Accessible Canada Act. SSC's goal is for its information technology infrastructure to be more accessible to and more usable by the broadest range of government officials and Canadians who use it, including those with disabilities.
- 12.3. SSC is committed to providing leadership to procure accessible ICT goods and services and supporting the goal of inclusive by design, accessible by default. As the intention is for this initiative to take place progressively, Suppliers should anticipate that, over time, the accessibility requirements in Canada's procurement contracts will evolve and may become more demanding. This may include mandatory/rated requirements on accessibility standards which are adopted from the latest version of EN 301 549 Harmonised European Standard Accessibility Requirements for ICT Products and Services, including the latest version of WCAG.



13. Accessibility Evaluation

- a) The evaluation team may independently evaluate the accessibility of the proposed solution against EN 301 549 standards, including the latest version of WCAG to be provided in future RFQ/RFPs issued under the anticipated resulting SA(s).
- b) During applicable subsequent RFP/RFQ evaluations, the Supplier must provide systems access to end user facing views with instructions for testing purposes.

14. Communications Approval

Except for information that the Supplier is required to make available under securities legislation or regulations, the Supplier must obtain the SAA's approval prior to releasing any public statement related to the SA. At the SAA's request, the Supplier must provide a draft of the announcement for review and approval.

15. Proactive Disclosure of Contracts with Former Public Servant

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 Supplier has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

16. Authorities

16.1. Supply Arrangement Authority

Name	James Graves
Title	Senior Procurement Officer
Organization	Shared Services Canada
Directorate	Procurement and Vendor Relations
Address	180 Kent Street, 13 th Floor, Ottawa, ON, K1P 0B6
Telephone	613-668-9563
Email	james.graves2@canada.ca

The Supply Arrangement Authority (SAA) is responsible for the management of the SA and any changes to it must be authorized in writing by the SAA. The Supplier must not perform work in excess of or outside the scope of the SA based on verbal or written requests or instructions from anybody other than the SAA.

16.2. Technical Authority

Name	Stephanie Katz
Title	Manager, Contact Centre Services
Organization	Shared Services Canada
Directorate	Digital Services Branch
Telephone	613-296-7988



Email	stephanie.katz@canada.ca
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The Technical Authority (TA) is responsible for all matters concerning the technical content of the Work under the SA and under each Task Authorization. Technical matters may be discussed with the TA; however, the TA 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 SAA.

16.3. Supplier’s Representative

Name	
Title	
Organization	
Address	
Telephone	
Email	

17. Supply Arrangement Period

The “**Supply Arrangement Period**” is the entire period of time during which the Supplier is obliged to perform Work under the SA, which begins on the date that Canada awards the SA with no fixed expiry date (i.e. to be used as long as SSC considers it useful to do so). Each resulting Contract resulting from a Task Authorization issued pursuant to the SA(s) will represent a stand-alone Contract with its own term and expiry date (Contract Period).

18. Priority of Documents for the Supply Arrangement

18.1. 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) The articles of the SA, including any Annexes, Attachments and Forms;
- b) These Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- c) **2020 (2020-07-01)** – General Conditions – Supply Arrangement – Goods and Services;
- d) Any resulting Contract against this SA, including any Annexes, Attachments and Forms;
- e) The Supplier's RFSA response to P2P Solicitation BPM 010227/C, dated _____

19. Award of Supply Arrangements

19.1. The Supplier acknowledges that SAs have been entered into by Canada for the provision of CCaaS pursuant to the RFSA to the following list of Suppliers:

- a) SA 1 with xxxxxxxx. (“Supplier 1”);



- b) SA 2 with xxxxxxxx. ("Supplier 2");
- c) SA 3 with xxxxxxxx. ("Supplier 3");

- 19.2. The Supplier acknowledges that the SA has been awarded as a result of a competitive process.
- 19.3. The SA sets out the Work that must be performed by the Supplier during the SA Period and the Contract Period for individual Contract issued during the SA Period.
- 19.4. Under the framework of this series of SAs, Canada will issue individual Contracts, each of which will form a separate enforceable contract between Canada and the applicable Supplier.

20. Supply Arrangement Refresh Process

- 20.1. If Canada determines, at its own discretion, that the number of Suppliers has proven to be insufficient to yield competitive pricing or a full range of services, Canada may invite potential suppliers to participate in a renewed RFSA. The qualification requirements will be no less rigorous than those applied in the RFSA that resulted in the award of this SA, and the contract terms of the SA will be compatible with this SA, as amended up to the time when Canada exercises its discretion.
- 20.2. Canada intends to invite potential new suppliers to participate in an RFSA refresh on an annual basis through an open tendering process posted on Buy&Sell.
- 20.3. Existing qualified Suppliers, who have been issued a SA, will not be required to submit a response to an RFSA refresh
- 20.4. The qualification requirements will be no less rigorous than those applied in the RFSA that resulted in the award of this SA, and the terms of the SA will be compatible with this SA, as amended up to the time when Canada exercises its discretion.
- 20.5. If Canada determines, at its own discretion, that the number of Suppliers has proven to be insufficient to yield competitive pricing or a full range of services for CCaaS Requirements, Canada may initiate the RFSA refresh more frequently at any time during the SA Period to facilitate competition, better value for Canada and/or for the replacement of any issued SAs in case of termination, etc.

21. Withdrawal from Supply Arrangement

In the event that the Supplier wishes to withdraw from the SA after the authority to issue requirements under the SA has been given, the Supplier must provide no less than 30 days' written notice to the SAA. The 30 days' period will start upon receipt of the notification by the SAA and the withdrawal will be effective at the expiry of that period. The Supplier must fulfill any and all requirements which are made before the expiry of that period.

22. Modifications

- 22.1. From time to time, Canada may modify the conditions of the Supply Arrangement. Canada will advise all suppliers of any proposed modification to the supply arrangement and will provide suppliers with an opportunity to either withdraw or confirm their consent to the modification. The Supplier may withdraw if it no longer wishes to be considered for future contracts as a result of the modification. If the Supplier does not withdraw, the Supplier must confirm its consent to the modification and confirm that it meets any qualification requirement that may be affected by the modification. The Supplier must provide any information or evidence the Supply Arrangement Authority may require to verify that the Supplier continues to be a qualified supplier.
- 22.2. Canada may also, from time to time, update the conditions of the bid solicitation and resulting contract clauses included in the Supply Arrangement. Canada will then publish the updates no



less than 10 working days before including them in any individual bid solicitation. Canada may also modify the requirement described in the Supply Arrangement or, if the Supply Arrangement includes categories, modify the requirements associated with categories. If Canada adds a new category, the Supplier may submit an application to qualify for that category. Upon successful qualification, that category will simply be added to the Supplier's existing Supply Arrangement. In the event of a modification to the requirement, the Supplier may either be required to qualify in respect to the modification only or to submit another arrangement, depending on the extent of the modification.

22.3. Modifications will not affect contracts that are already in place before the date of the modification.

23. Supplier Performance under the Supply Arrangement

- a) During the SA Period, the SAA will monitor the Supplier's performance against the requirements specified in any resulting Contract for Requirements.
- b) Canada may, at any time and at its discretion, suspend this SA subject to the SA Suspension Remediation Process, during which time the Supplier will not be issued Requirements. Canada may do so for a period to be specified by Canada in the various circumstances as described, including but not limited to those set out below:
 - a) The Supplier has failed to fulfill any SLT for any Contract;
 - b) One or more of the Supplier's Contract(s) have been terminated for default;
 - c) The Supplier has been inactive (ex. has not responded to RFPs or quote requests) for a period of 6 continuous months;
 - d) The Supplier has otherwise breached any of the specific terms and conditions detailed in this SA or in an individual Contracts;
 - e) The Supplier has not submitted complete and accurate reports within the required time frames set out in the SOW of a Contract;
 - f) The Supplier does not meet the on-going qualification requirements described in this SA;
 - g) The Supplier has failed to provide any information required to be submitted to Canada pursuant to this SA;
- c) While Canada reserves the right to suspend the ability to issue Requirements to the Supplier for a longer period where the Supplier's performance warrants it or additional time is required to conduct an investigation regarding the performance issues, the length of suspension will typically be:
 - a) one month for the first suspension;
 - b) two months for the second suspension;
 - c) three months for the third suspension; and
 - d) Indefinitely for the fourth suspension, with re-instatement within the complete discretion of Canada.
- e) A suspension of any sort may also result in Canada awarding an SA to the 2nd ranked compliant responded for the proprietary solution represented by the suspended SA holder.



23.2. SA Suspension Remediation Process:

The Supplier must undertake remedial action prior to Canada exercising its discretionary right to suspend any SA:

- a) Canada will notify the Supplier in writing (e.g., email) that a SA failure has occurred. Canada will provide specific details regarding the failure.
- b) The Supplier must respond to Canada within 3 FGWDs with an action plan to resolve the failure for Canada's approval. The Supplier's action plan must demonstrate how the failure will be resolved within 20 FGWDs of the notification from Canada including Canada's time for review and approval of the action plan.
- c) Canada will provide a response to an action plan submitted by the Supplier (approved, rejected with disposition) within 2 FGWDs of receiving the action plan. Where Canada requires more time than the 2 FGWD review period, the time to resolve the failure will be increased by the additional FGWDs beyond the 2 FGWD review period.
- d) If the Supplier fails to deliver an action plan, or if in Canada's opinion the Supplier has failed to resolve the failure according to the approved action plan within the 20 FGWD period, Canada will have the right to suspend the SA and will do so at its own discretion, on a case by case basis.

23.3. Termination for Default of the Supply Arrangement:

In addition to the provisions of the General Conditions regarding the termination of the SA for default and any other provisions of this SA, the Parties agree that the following circumstances constitute a basis for termination for default with no further ability to cure:

- a) the Supplier has already been suspended three times and a basis for suspension arises a fourth time;
- b) the Supplier's inability, under the SA, to continue to provide Services as determined by Canada; or
- c) The revocation or expiry (without renewal) of the Supplier's security clearances required by this SA.

23.4. Default by the Supplier:

- a) If the Supplier is in default in carrying out any of its obligations under the SA, the SAA may, by giving written notice to the Supplier, set aside the SA. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Supplier has not cured the default to the satisfaction of the SAA within that cure period.
- b) If the Supplier becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Supplier, or an order is made or a resolution passed for the winding-up of the Supplier, the SAA may, by giving written notice to the Supplier, immediately set aside the SA.

24. On-Going SA Qualification Requirements:

24.1. The Supplier must, throughout the SA Period and each Contract Period, provide CCaaS and is accountable for the end-to-end integration or customized build and integrity of all CCaaS that the Supplier provides.



24.2. Throughout the SA Period, the Supplier must continue to meet the following on-going qualification requirements:

- a) it continues to have the financial capability to perform the Work under this SA and any Contracts that may be issued;
- b) if the Supplier is a joint venture, the membership in the joint venture has not changed (if it has, the Supplier must request an assignment pursuant to the General Conditions);
- c) it continues to meet the certification requirements for the Federal Suppliers Program for Employment Equity.

24.3. The Supplier must provide any information requested by Canada with respect to whether it continues to meet the on-going qualification requirements within a reasonable period requested by Canada, not to exceed 10 FGWDs.

25. Bid Solicitations and Resulting Contracts

25.1. The Supplier understands that identified users are allowed under a Supply Arrangement to solicit bids and award contracts to pre-qualified suppliers only. Suppliers must be pre-qualified and issued a Supply Arrangement to meet the requirements of a bid solicitation and/or be awarded a contract under a Supply Arrangement. If the Supply Arrangement includes ceiling prices or rates, suppliers will be allowed to lower their prices or rates based on the actual requirement or statement of work described in the bid solicitation. For competitive requirements, bid solicitations will be issued in accordance with the process established in the Supply Arrangement. Bids will be evaluated and contracts will be awarded in accordance with the process described in each bid solicitation. Each contract awarded will be considered to be a separate binding contract established between the contracting department or agency and the Supplier.

25.2. The Supplier understands and agrees that:

- a) issuance of a supply arrangement to the Supplier does not oblige Canada to authorize or order all or any of the goods or services described in the Supply Arrangement or to spend any monies whatsoever;
- b) a contract will exist only if there is an authorized contract awarded under the Supply Arrangement and only for those goods, services, or both which are described in the contract;
- c) Canada's liability is limited to that which arises from contracts awarded under the Supply Arrangement;
- d) Canada has the right to procure the goods and services specified in the Supply Arrangement by means of any other contract, standing offer or contracting method;
- e) neither the Supply Arrangement nor any bid in response to a bid solicitation issued in accordance with it can be assigned or transferred in whole or in part. However, the Supply Arrangement Authority may agree to issue a substitute SA where:
 - a) A request to the SA Authority to issue a substitute SA is made by the original SA Holder; and;
 - b) The proposed substitute SA is for the same goods and services, on the same terms and conditions, and at the same prices as the SA submitted by the original SA Holder



- c) A substitute SA request should be submitted to the SA Authority at least 30 days prior to its requested effective date. Should SSC decline the substitute SA request, the SA Holder will be able to either withdraw their SA or continue to be the legal SA Holder.

26. Process for Issuing Bid Solicitations and Awarding Contracts:

- a) **Bid Solicitations under the SA:**
For all requirements, Canada will issue a competitive Bid Solicitation to all SA Suppliers.

26.1. Bid Solicitations

- a. Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.
- b. The bid solicitation will be sent directly to Suppliers;
- c. Bid solicitations may be issued by Canada throughout the SA Period;
- d. Suppliers are typically required to respond to bid solicitations within a minimum of fifteen (15) FGWD, unless otherwise stipulated in the bid solicitation.
- e. For competed requirements, a copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority.
- f. **Note:** References to the templates in Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.
- g. The bid solicitation will contain as a minimum the following:
 - i. security requirements (if applicable);
 - ii. a complete description of the Requirement;
 - iii. SSC Standard Instructions for Procurement Documents;
 - iv. bid preparation instructions;
 - v. instructions for the submission of bids (address for submission of bids, bid closing date and time);
 - vi. evaluation procedures and basis of selection;
 - vii. certifications; and
 - viii. conditions of the resulting contract.

27. Subcontracting

- a) Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Supplier) unless the Contracting Authority has first consented in writing. In order to seek the Contracting Authority's consent, the Supplier 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 Supplier's Company Security Officer for CISD completion; and
 - f) any other information required by the Contracting Authority.
- b) This article applies to subcontractors retained directly by the Supplier, but does not apply to subcontractors retained by those subcontractors.
- c) For the purposes of this Article, a "subcontractor" does not include a Supplier who deals with the Supplier at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Supplier to provide services, including if the equipment will be installed in the backbone or infrastructure of the Supplier.

25. Change of Control

25.1. At any time during the SA Period, if requested by the SAA, the Supplier must provide to Canada:

- a) an organization chart for the Supplier 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 Supplier's shareholders. if the Supplier 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 Supplier's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Supplier 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.

25.2. If requested by the SAA, the Supplier must provide this information regarding its sub-contractors where that sub-contractor has a direct relationship with the Supplier as well. However, if a sub-contractor considers this information to be confidential, the Supplier may meet its obligation by having the sub-contractor submit the information directly to the SAA. Regardless of whether the



information is submitted by the Supplier or a sub-contractor, Canada agrees to handle this information in accordance with Subsection 22(3) of General Conditions 2035 (General Conditions – Higher Complexity – Services), provided the information has been marked as either confidential or proprietary.

25.3. The Supplier must notify the SAA in writing of:

- a) any change of control in the Supplier itself;
- b) any change of control in any parent corporation or parent partnership of the Supplier, up to the ultimate owner; and
- c) any change of control in any sub-contractor performing any part of the Work where that sub-contractor has a direct relationship with the Supplier (including any change of control in any parent corporation or parent partnership of the sub-contractor, up to the ultimate owner).

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

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

25.6. If Canada determines in its sole discretion that a change of control affecting the Supplier (either in the Supplier 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 Supplier within 90 calendar days of receiving the notice from the Supplier 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.

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

25.8. 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.



28. Compliance with Certifications

- 28.1. The Supplier represents and warrants that it has the legal power and authority to enter into this SA.
- 28.2. The continuous compliance with the certifications provided by the Supplier in its requirement and the ongoing cooperation in providing additional information are conditions of the SA. Certifications are subject to verification by Canada during the entire Supply Arrangement Period. If the Supplier does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Supplier in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the SA, to terminate the SA for default.

29. Representations and Warranties

- 29.1. The Supplier made statements regarding its experience and expertise in its response to the Invitation to Qualify issued by SSC under **BPM010227/C** that ultimately resulted in the award of the SA. The Supplier represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the SA. The Supplier also represents and warrants that it has, and all its resources and sub-contractors that perform the Work have, and at all times during the Supply Arrangement Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the SA, and that the Supplier (and any resources or sub-contractors it uses) has previously performed similar services for other customers.
- 29.2. The Supplier represents and warrants that, in addition to meeting the requirements of this SA, it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision of such Services. To the extent that the delivery of Service does not perform in accordance with the Contract under normal use and circumstances, the Supplier agrees to make whatever adjustments are required for the Services to perform in accordance with the Contract within 20 FGWDs.
- 29.3. The Supplier represents and warrants that it has the legal power and authority to enter into this SA.

30. Joint Venture Supplier

- 30.1. The Supplier confirms that the name of the joint venture is _____ and that it is comprised of the following members: **[Note to Suppliers: this information will be completed using information from the requirement]**.
- 30.2. With respect to the relationship among the members of the joint venture Supplier, each member agrees, represents and warrants (as applicable) that:
- a) _____ has been appointed as the “representative member” of the joint venture Supplier and has fully authority to act as agent for each member regarding all matters relating to the SA;
 - b) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Supplier; and
 - c) all payments made by Canada to the representative member will act as a release by all the members.
- 30.3. All the members agree that Canada may terminate the SA 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.
- 30.4. All the members are jointly and severally or solidarity liable for the performance of the entire SA.



- 30.5. The Supplier 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 will result in termination of the SA as the SA is non-assignable.
- 30.6. The Supplier acknowledges that all security and controlled products requirements in the SA and any individual Task Authorization, if any, apply to each member of the joint venture Supplier.