



SHARED SERVICES CANADA

Request for Proposals for MAINFRAME REPORTING TOOL

Solicitation No.	21-94254	Date	January 31, 2021
GCDocs File No.		GETS Reference No.	PW-21-00976954

Issuing Office	Shared Services Canada 180 Kent Street, 13 th Floor Ottawa, Ontario K1P 0B5		
Contracting Authority (The Contracting Authority is SSC's representative for all questions and comments about this document.)	Name	Celina Tong	
	Telephone No.	613-219-2887	
	Email Address	ssc.pvrddcprojects-arfprojetscd.spc@canada.ca	
	Postal Address	As set out for the Issuing Office above	
Closing Date and Time	February 2, 2022 at 2:00 p.m.		
Time Zone	Eastern Standard Time (EST)		
Destination of Goods/Services	National Capital Region (NCR)		



SHARED SERVICES CANADA

Request for Proposals for MAINFRAME REPORTING TOOL

TABLE OF CONTENTS

PART 1	GENERAL INFORMATION	4
1.1	OVERVIEW	4
1.2	APPLICABLE TRADE AGREEMENTS	4
1.3	VOLUMETRIC DATA	4
PART 2	BIDDER INSTRUCTIONS	5
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
PART 3	BID PREPARATION INSTRUCTIONS	6
3.1	GENERAL INSTRUCTIONS	6
3.2	ELECTRONIC SUBMISSION OF BIDS	6
3.3	TECHNICAL BID	8
3.4	CERTIFICATIONS(REQUIRED AT SOLICITATION CLOSING):	8
3.5	FINANCIAL BID (MANDATORY AT SOLICITATION CLOSING):	9
3.6	BID REQUIREMENTS: SCSi SUBMISSION: SCSi SUBMISSION THE RESPONSE MUST INCLUDE ALL THE SUPPLY CHAIN SECURITY INFORMATION REQUIRED BY APPENDIX 2.	9
3.7	CONSIDERATION OF ADDITIONAL SOFTWARE USE TERMS INCLUDED IN TOP-RANKED BID (FOLLOWING FINANCIAL EVALUATION):	9
	THE PROCESS IS AS FOLLOWS:	10
PART 4	EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1	EVALUATION PROCEDURES	11
4.2	TECHNICAL EVALUATION	11
4.3	SCSi ASSESSMENT PROCESS	11
4.4	FINANCIAL EVALUATION	13
4.5	PROOF OF PROPOSAL TEST FOR TOP-RANKED BID:	13
4.6	BASIS OF SELECTION - HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE	14
4.7	CONSIDERATION OF ADDITIONAL SOFTWARE USE TERMS INCLUDED IN TOP-RANKED RESPONSE (FOLLOWING FINANCIAL EVALUATION)	14
PART 5	CERTIFICATIONS AND ADDITIONAL INFORMATION	16
5.1	MANDATORY CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD	16
5.2	ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD	16
PART 6	RESULTING CONTRACT CLAUSES	18
6.1	REQUIREMENT	18
6.2	LICENSE	19



6.3	SOFTWARE SOLUTION WARRANTY, SOFTWARE MAINTENANCE AND SUPPORT.....	19
6.4	STANDARD CLAUSES AND CONDITIONS.....	21
6.5	SECURITY REQUIREMENT.....	21
	THIS DOCUMENT IS UNCLASSIFIED, HOWEVER;.....	21
6.6	CONTRACT PERIOD	22
6.7	AUTHORITIES	22
6.8	PAYMENT	23
6.9	INVOICING INSTRUCTIONS	24
6.10	CERTIFICATIONS	24
6.11	APPLICABLE LAWS.....	24
6.12	PRIORITY OF DOCUMENTS	24
6.13	INSURANCE REQUIREMENTS	25
6.14	LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY.....	25
6.15	COMMUNICATIONS APPROVAL	26
	ANNEX A - STATEMENT OF WORK	27
	ANNEX B – BASIS OF PAYMENT.....	28
	ANNEX C –SOFTWARE USAGE AND SOFTWARE MAINTENANCE AND SUPPORT - TERMS AND CONDITIONS	29
	APPENDIX 1 – BID SUBMISSION FORM.....	30
	APPENDIX 2 – SCSI SUBMISSION FORM	31
	APPENDIX 3 – CERTIFICATION FORM	32
	APPENDIX 4 - SOFTWARE PUBLISHER AUTHORIZATION FORM	33
	ATTACHMENT 3.1 SUPPLY CHAIN INTEGRITY PROCESS (SCI PROCESS)	34
	ATTACHMENT 4.1 EVALUATION FRAMEWORK AND PROCESS.....	36



PART 1 GENERAL INFORMATION

1.1 Overview

- a) **Nature of Requirement:** Shared Services Canada (SSC), the “Client” has a requirement to provision and implement a modern and optimized mainframe historical performance reporting toolset. The toolset will be used for monitoring and reporting system performance, capacity planning, storage planning, and resource accounting. Detailed requirements are found in Annex A – Statement of Work.
- b) **Clients and Users:** Under the Contract, the “Client” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its service recipients, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the Contract Period, and those other organizations for whom SSC’s services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- c) **Number of Contracts:** SSC is currently contemplating the award of one (1) contract.
- d) **Term of Contract:** SSC is currently contemplating a contract period of five (5) years, plus three (3) option periods of one (1) year each.

1.2 Applicable Trade Agreements

The following trade agreements apply to this procurement process:

Trade Agreements	Yes/No
Canadian Free Trade Agreement	Yes
World Trade Organization Agreement on Government Procurement	Yes
Canada-Chile Free Trade Agreement	Yes
Canada-Columbia Free Trade Agreement	Yes
Canada-Peru Free Trade Agreement	Yes
Canada-Panama Free Trade Agreement	Yes
Canada-Honduras Free Trade Agreement	Yes
Canada-Korea Free Trade Agreement	Yes
Comprehensive and Progressive Agreement for Trans-Pacific Partnership	Yes
Canada-European Union Comprehensive Economic and Trade Agreement	Yes
Canada-Ukraine Free Trade Agreement	Yes

1.3 Volumetric Data

The technical specification data has been provided to Bidders to assist them in understanding Canada’s requirements. It is provided purely for information purposes. Please refer to the Annex A - Statement of Work.



PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada
- 2.1.2 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- 2.1.3 Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, C.16”
- The 2003 (2016-04-04) 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. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d). Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, C.16”
- 2.1.4 SSC’s Standard Instructions for Procurement Documents No. 1.4 (“**SSC’s Standard Instructions**”) are incorporated by reference into and form part of the solicitation. If there is a conflict between the provisions of SSC’s Standard Instructions and this document, this document prevails.
- 2.1.5 For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.
- 2.1.6 These documents are incorporated by reference and they form part of this document as though they were expressly set out here in full.



PART 3 BID PREPARATION INSTRUCTIONS

3.1 General Instructions

SSC's Standard Instructions include instructions with respect to bids, which apply in addition to those described in this document.

3.2 Electronic Submission of Bids

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

3.2.2 Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.

3.2.3 **Format of Email Attachments:** Bidders may submit bid documents in any of the following approved formats:

- a) PDF attachments;
- b) documents that can be opened with either Microsoft Word or Microsoft Excel
- c) use 8.5 x 11 inch paper;
- d) use a numbering system that corresponds to the solicitation;
- e) include a title page at the front of each section of the bid that includes the title, date, solicitation number, bidder's name and address and contact information of its representative; and
- f) include a table of contents.

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

3.2.4 **Signature of Bid:** Canada requires that each submission 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 signed in accordance with the Subsection above entitled "**Joint Venture Bidders**" as per the Standard Instructions. If the bid is not signed at the time it is submitted, the Bidder must sign the bid if requested by the Contracting Authority

3.2.5 **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. Please see PWGSC's Policy on Green Procurement ([Green Procurement - Buying and Selling - PWGSC \(tpsgc-pwgsc.gc.ca\)](http://www.pwgsc.gc.ca/tpsgc-pwgsc.gc.ca)), which SSC has also adopted. To assist Canada in reaching its objectives, Canada requests that bidders use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content

3.2.6 **Language:** Documents and supporting information may be submitted in either or both Canadian Official Language, English or French



- 3.2.7 **Property of Canada:** All submissions whether received on time or not will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act*, the *Privacy Act* and any other applicable laws
- 3.2.8 **Email Size:** Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed 15 MB. Except as expressly provided below, only emails that are received at the Email Address for Bid Submission by Solicitation Closing will be considered part of the bid.
- 3.2.9 **Email Title:** Bidders are requested to include the Solicitation No. identified on the cover page of this document in the “subject” line of each email forming part of the bid.
- 3.2.10 **Time of Receipt:** All emails received at the Email Address for Bid Submission showing a “received” time before Solicitation Closing will be considered timely. In the case of a dispute regarding the time at which an email arrived at SSC, the time at which the bid is received by SSC will be determined:
- 3.2.10.1 by the delivery time stamp received by the bidder if the bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
 - 3.2.10.2 in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the bidder has not turned on Delivery Status Notification for the sent email.
- 3.2.11 **Availability of Contracting Authority:** During the 4 hours leading up to Solicitation Closing, an SSC representative will monitor the Email Address for Bid Submission and will be available by telephone at the Contracting Authority’s telephone number shown on the cover page of this document (although the SSC representative may not be the Contracting Authority). If the bidder is experiencing difficulties transmitting the email to the Email Address for Bid Submission, the bidder should contact SSC immediately at the Contracting Authority’s coordinates provided on the cover page of this document.
- 3.2.12 **Email Acknowledgement of Receipt by SSC:** On the day of Solicitation Closing, an SSC representative will send an email acknowledging receipt of each bid (and each email forming part of that bid, if multiple emails are received) that was received by Solicitation Closing at SSC’s Email Address for Bid Submission.
- 3.2.13 **Responsibility for Technical Problems:** By submitting a bid, the bidder is confirming it agrees that Canada is not responsible for:
- 3.2.13.1 any technical problems experienced by the bidder in submitting its bid, including emails that fail to arrive because they exceed the maximum email size of 15 MB or that are rejected or quarantined because they contain malware or other code that is screened out by SSC for security reasons; or
 - 3.2.13.2 any technical problems that prevent SSC from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated without that portion of the bid. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.



- 3.2.14 **Hand-Delivered Bids:** In the case of emergency, SSC has the discretion to accept a hand delivered (in person by a representative of the Respondent or by courier) of a CD that includes the entire response. The hand delivered response must be received by the closing date and time.
- 3.2.15 **Submissions Must Be Complete:** Unless otherwise specified in the solicitation, Canada will evaluate only the documentation provided with the bid. Canada will not evaluate information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

3.3 Technical Bid

The Bidder must submit the Technical Bid with the following:

- 3.3.1 **Bid Submission Form (Requested at Solicitation Closing):** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which Bidders can provide information required for evaluation, such as a contact name, the Bidder's Procurement Business Number, the language for future communications with Canada about this procurement process, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information requested by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to provide the additional information or make the correction. Providing the information when requested during the evaluation period is mandatory.
- 3.3.2 **Responses to the Mandatory Requirements detailed in Annex A: (Mandatory at Solicitation Closing):** In their technical bid, bidders must demonstrate their understanding of the requirements contained in Annex A of the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach for providing Services in a thorough, concise and clear manner. Simply repeating the statement contained in the bid solicitation is not sufficient. Canada requests that Bidders address and present topics in order under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 3.3.3 **Responses to the Evaluation Criteria detailed in Attachment 4.1: (Mandatory at Solicitation Closing):** Bidders must provide responses to each evaluation criteria outlined in Attachment 4.1. The Responses to the Mandatory and Rated Requirements should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated.
- 3.3.4 **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.
- 3.4 **Certifications (Requested at Solicitation Closing):**
- 3.4.1 By submitting a response, the Bidder is automatically providing the following certifications set out in SSC's Standard Instructions in the section entitled "**Deemed Certifications from Each Bidder**":



Equipment and Software is “Commercial Off-the-Shelf”	Yes
--	-----

3.4.2 The Bidder is also required to provide the following certifications described in SSC’s Standard Instructions. Although all these certifications are requested at Solicitation closing, if Canada determines that the any certification is missing, incomplete or require correction, Canada will provide the Respondent with an opportunity to do so.

Software Publisher Licensed Authorization Reseller Form	Required – please provide the certification using the Form provided in Appendix 3
Software Publisher Certification Form	Required – please provide the certification using the Form provided in Appendix 4

3.5 **Financial Bid (Mandatory at Solicitation Closing):**

3.5.1 **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Tables provided as Annex B – Basis of Payment. Unless otherwise indicated in the Pricing Tables, providing a price for every pricing cell is a mandatory requirement of this solicitation.

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

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

3.5.4 **Currency:** Bids must be submitted in CAD.

3.6 **Bid Requirements: SCSi Submission:** SCSi Submission The response must include all the Supply Chain Security Information required by Appendix 2.

3.7 **Consideration of Additional Software Use Terms included in Top-Ranked Bid (following financial evaluation):**

3.7.1 Acceptance of all the terms and conditions contained in Part 7 - Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.

3.7.2 However, Bidders may, as part of their bid, submit additional software use terms. Whether or not those software use terms will be included in any resulting contract (as an Annex in accordance with the Article entitled “Priority of Documents” in the Resulting Contract Clauses) will be



determined using the process described below. Whether or not any proposed additional software use terms are acceptable to Canada is a matter solely within the discretion of Canada.

The process is as follows:

- 3.7.2.1 Bids may include additional software use terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a software publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);
 - 3.7.2.2 In cases where the Bidder has submitted a software publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the software use terms that the Bidder would like Canada to consider;
 - 3.7.2.3 Canada will review the additional software use terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;
 - 3.7.2.4 If Canada determines that any proposed software use term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;
 - 3.7.2.5 If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and
 - 3.7.2.6 If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.
- 3.7.3 For greater certainty and to ensure that only additional software use terms that have been approved by both parties are incorporated into any resulting contract, unless the additional software use terms proposed by the Bidder are included as a separate annex to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions or software use terms were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.



PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 4.1.1 General evaluation procedures that apply to this solicitation are described in SSC's Standard Instructions.
- 4.1.2 A bid must comply with all the requirements of the solicitation and meet all mandatory evaluation criteria to be declared compliant.

4.2 Technical Evaluation

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. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

4.3 SCSA Assessment Process

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



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



be made and the process governing those changes will be determined by Canada on a case-by-case basis.

4.4 **Financial Evaluation**

The financial evaluation will be conducted by calculating the Total Evaluated Price using the completed Pricing Tables in Annex B completed and submitted by the bidders.

4.5 **Proof of Proposal Test for Top-Ranked Bid:**

4.5.1 Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex A - Statement of Work. The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in Annex A – Statement of Work, or the PoP test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in Annex A – Statement of Work (it is within the Contracting Authority's sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoP test.

4.5.2 Canada will then conduct the PoP test. Up to two (2) representatives of the Bidder may be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable.

4.5.3 Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. If the Bidder's score is reduced as a result of the PoP test, Canada will reassess the ranking of all bidders.

4.5.4 In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.

4.5.5 If, during the initial installation of the software for the PoP test, the Bidder discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or



code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

4.6 **Basis of Selection - Highest Combined Rating of Technical Merit and Price**

4.6.1 To be declared responsive, a bid must:

- 4.6.1.1 comply with all the requirements of the bid solicitation; and
 - 4.6.1.1.1 meet all mandatory criteria; and
 - 4.6.1.1.2 Bids not meeting (choose "(a) or (b) will be declared non-responsive.
- 4.6.1.2 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4.6.1.3 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
- 4.6.1.4 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 4.6.1.5 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 4.6.1.6 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- 4.6.1.7 Canada reserves the right to not conduct a PoP test. In this case, the responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract

4.7 **Consideration of Additional Software Use Terms included in Top-Ranked Response** (following financial evaluation)

- 4.7.1 Acceptance of all the terms and conditions contained in the Resulting Contract Clauses (including those relating to software licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.
- 4.7.2 However, Bidders may, as part of their response, submit additional software use terms. Whether or not those software use terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional software use terms are acceptable to Canada is a matter solely within the discretion of Canada.
- 4.7.3 The process is as follows:
 - 4.7.3.1 Responses may include additional software use terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a software publisher's full standard license terms (because full standard license terms generally contain provisions that deal with more than simply how the software can be used; for example, they frequently deal with issues such as limitation of liability or warranty, neither of which are software use terms);
 - 4.7.3.2 In cases where the Bidder has submitted a software publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the software use terms that the Bidder would like Canada to consider;
 - 4.7.3.3 Canada will review the additional software use terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;



- 4.7.3.4 If Canada determines that any proposed software use term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;
- 4.7.3.5 If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-compliant and be disqualified; Canada may then proceed to the next-ranked bid; and
- 4.7.3.6 If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional software use terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled “**Priority of Documents**” in the Resulting Contract Clauses.

To ensure that only additional software use terms that have been agreed to by both parties are incorporated into any resulting contract, the additional software use terms proposed are to be included as a separate annex and initialed by both parties. The fact that some additional terms and conditions or software use terms were included in the response will not result in those terms applying to any resulting contract.



PART 5 CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 **Mandatory Certifications Required Precedent to Contract Award**

5.1.1 Code of Conduct and Certifications – Related documentation

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

5.2 **Additional Certifications Precedent to Contract Award**

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

5.2.2 Code of Conduct Certifications – Certifications Required Precedent to Contract Award

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

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

5.2.3 Bidder Certifies that All Equipment and Software is “Off-the-Shelf”

Any equipment and software bid to meet this requirement must be “off-the-shelf” (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a



laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the equipment and software bid is off-the-shelf.

5.2.4 Software Publisher Certification and Software Publisher Authorization

5.2.4.1 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.

5.2.4.2 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.

5.2.4.3 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.



PART 6 RESULTING CONTRACT CLAUSES

6.1 Requirement

6.1.1 _____ (the “**Contractor**”) agrees to supply 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:

- (i) granting the license to use the Licensed Software described in the Contract;
- (ii) providing the Software Documentation;
- (iii) providing maintenance and support for the Licensed Software during the Software Support Period;
- (iv) providing professional services, as and when requested by Canada;
- (v) providing training, as and when requested by Canada,

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

The User means either those individuals located within the Client, or the Client’s service recipients located at an entity set out in Annex A – Statement of Work, authorized by the Client to use the licensed software specified under the Contract.

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

6.1.4 **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.

6.1.5 Contract Period

- 6.1.5.1 The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends 5 year(s) later; and
- 6.1.5.2 The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

6.1.6 Option to Extend the Contract:

- 6.1.6.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1-year period(s) under the same terms and conditions.



6.1.6.2 The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

6.2 License

6.2.1 The Contractor must provide the toolset as described in the Contract, which includes everything described in this article, as well as anything further required to ensure that the Client is able to use all the features and functionality of the Solution listed in Annex A, including but not limited to providing any and all agents, host agents, access licenses, drivers, application program interfaces, adapters, connectors, plug-ins, and software development tool kits

6.3 Software Solution Warranty, Software Maintenance and Support

6.3.1 **Software Solution Warranty:** Despite Section 15 (Warranty) of 4003 or anything else to the contrary in this Contract, the "**Warranty Period**" begins on the date the Licensed Solution and the deliverables are accepted in accordance with the terms of this Contract and continues for 12 months.

6.3.2 **Software Maintenance:** In addition to the obligations set out in Section 15 (Warranty) of 4003 - Licensed Software, and the Contractor's obligations under 4004 - Maintenance and Support Services for the Licensed Software Solution, the Contractor must provide the following services as part of the "**Software Maintenance**" throughout the "**Software Support Period**", which is identified in Annex A, plus any period during which Canada has exercised its option under the Contract to extend the Software Maintenance. The Contractor must provide the Client with the most recent release(s) and version(s) of the Licensed Software during the period of the Software Maintenance, as soon as they are available

6.3.3 With respect to the provisions of Supplemental General Conditions 4004:

<p>Contact Information for Accessing the Contractor's Support Services</p>	<p>In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:</p> <p>Toll-free Telephone Access: _____</p> <p>Email Access: _____</p> <p>The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 15 minutes of the initial time of the Client or User's initial communication.</p> <p><i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p>
<p>Website</p>	<p>In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor should include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website should be available to Canada's users 24 hours a day, 365 days a year, and should be available 99% of the</p>



	<p>time. The Contractor's website address for web support is _____.</p> <p><i>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i></p>
--	--



Optional Goods - Extend the Software Solution and Support Period: The Contractor grants to Canada the irrevocable option(s) to extend the Software Solution and Support Period by 3 additional one-year periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Solution and Support Period, the prices will be those set out in the Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.

6.4 **Standard Clauses and Conditions**

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

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

General Conditions

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

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

6.4.2 Section 22 (5) of the General Conditions – Higher Complexity – Goods is amended as follows: delete "Public Works and Government Services (PWGSC)" insert "Shared Services Canada (SSC)"

Supplemental General Conditions

6.4.3 4003, (2010-08-16), Supplemental General Conditions - Licensed Software, apply to and form part of the Contract.

6.4.4 4004, (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software, apply to and form part of the Contract.

6.5 **Security Requirement**

This document is UNCLASSIFIED, however;

6.5.1 The Contractor shall treat as confidential, during as well as after the performance of the software or services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;

6.5.2 Contractor personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.



6.6 **Contract Period**

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

(A) The “**Initial Contract Period**”, will be five (5) years from the date the contract is awarded;
and

(B) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

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

6.6.2 Option to Extend the Contract

(A) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by 3 additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

(B) Canada may exercise this option at any time by sending a written notice to the Contractor at least 365 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

6.7 **Authorities**

6.7.1 Contracting Authority (CA)

The Contracting Authority for the Contract is:

Name: TBD

Title:

Telephone:

Email 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.

6.7.2 Technical Authority (TA)

The Technical Authority for the Contract is:

Name: TBD

Title:

Organization:

Address:

Telephone:

E-mail address:



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

6.7.3 Contractor's Representative

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

6.8 **Payment**

6.8.1 **Licensed Software Solution:** For the license to use the Licensed Software (including delivery, warranty and the Licensed Documentation all as detailed in the Contract, Canada will pay the Contractor the firm price (s) as set out in Annex B, FOB destination, including all customs duties, GST/HST extra.

6.8.2 **Advance Payments Software Maintenance and Support for the Licensed Software:** For the Software Maintenance and Support, as detailed in this Contract, Canada will pay the Contractor, the firm annual price(s) set out in Annex B, payable in advance, FOB destination, including all customs duties, GST/HST extra

6.8.3 **Training Services:** For Training Services, Canada will pay the Contractor the firm price(s) set out in Annex B, payable in arrears, FOB destination, including all customs duties, GST/HST extra.

6.8.4 **Limitation of Expenditure**

6.8.4.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

6.8.4.2 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

6.8.5 **Payment Credits**

6.8.5.1 **Credit for Failure to Meet Minimum Service Level:** If the deliverables do not meet the Minimum Service levels as defined in Annex A in any given month, Canada will be entitled to a credit in the amount specified below, capped at annual cost of maintenance support charge.

- a. Severity 1 –\$10,000 per month
- b. Severity 2 - \$5000 per month



- c. Severity 3 –\$ 2500 per month
- d. Severity 4 –\$ 1000 per month

6.9 Invoicing Instructions

- 6.9.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.
- 6.9.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- 6.9.3 By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- 6.9.4 The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

6.10 Certifications

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

6.11 Applicable Laws

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

6.12 Priority of Documents

- 6.12.1 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) These Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement
 - (b) 4003, (2010-08-16), Supplemental General Conditions - Licensed Software;
 - (c) 4004, (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software
 - (d) 2030 (2016-04-04) General Conditions - Higher Complexity – Goods
 - (e) Annex A – Statement of Work
 - (f) Annex B, Pricing Tables;
 - (g) the signed Task Authorizations (including all of their annex, if any);
 - (h) the Contractor's bid dated _____ (insert date of bid), as amended _____ (insert date(s) of amendment(s) if applicable), 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;

6.13 Insurance Requirements

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

6.14 Limitation of Liability - Information Management/Information Technology

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

6.14.2 First Party Liability:

6.14.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

6.14.2.2 any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";

6.14.2.3 physical injury, including death.

6.14.2.4 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.

6.14.2.5 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all damages, including indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.

6.14.2.6 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph 6.14.2.1 above.

6.14.2.7 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:

6.14.2.7.1 any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and



6.14.2.7.2 any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph 6.14.2.7 of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$ 1,000,000.

In any case, the total liability of the Contractor under subparagraph 6.14.2.7 will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000, whichever is more.

6.14.2.8 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.

6.14.3 Third Party Claims:

6.14.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

6.14.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article 6.14.3.1, with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

6.14.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 6.14.3

6.15 **Communications Approval**

The Contractor must obtain the Contracting Authority's approval prior to releasing any announcement related to the contract. At SSC's request, the Contractor must provide a draft of the announcement for SSC review and approval.



ANNEX A - STATEMENT OF WORK

Note to Bidders: Annex A, Statement of Work is provided.



ANNEX B – BASIS OF PAYMENT

Note to Bidders: Annex B, Pricing Tables is attached as a separate source document in Excel for bidders input.



ANNEX C –SOFTWARE USAGE AND SOFTWARE MAINTENANCE AND SUPPORT - TERMS AND CONDITIONS

Only terms which are presented in full and directly included in Annex C - Software Usage and Software Maintenance and Support - Terms and Conditions form part of the Contract. Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise form no part of the Supply Arrangement unless such terms are presented in full and included at Annex C - Software Usage and Software Maintenance and Support - Terms and Conditions.

Note to Suppliers:

The Supplier may submit Terms and Conditions that apply to the use of the software as well as the software maintenance and support. However, if there are any discrepancies between the Supplier's Terms and Conditions and those in the body of the RFP and Resulting Contract clauses, the Terms and Conditions of the RFP shall prevail.



APPENDIX 1 – BID SUBMISSION FORM

Note to Bidders: Bid Submission Form is attached as a separate attachment.



APPENDIX 2 – SCSI SUBMISSION FORM

Note to Bidders: SCSI Submission Form is attached as a separate attachment.



APPENDIX 3 – Certification Form

Appendix 3

Software Publisher Certification Form

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

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

[bidders should add or remove lines as needed]



APPENDIX 4 - SOFTWARE PUBLISHER AUTHORIZATION FORM

Appendix 4

Software Publisher Authorization Form

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

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

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

solicitation Number _____

Name of Bidder _____



ATTACHMENT 3.1 SUPPLY CHAIN INTEGRITY PROCESS (SCI PROCESS)

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

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

Mandatory Qualification Submission Requirements

A supply chain scope diagram is attached at Appendix 2 to provide a visual representation of the Supply Chain Security Information (SCSI) requirement which the Bidders, must provide.

Bidders must submit, with their Response on the RFP closing date, the following SCSI information in Appendix 2:

- a) IT Product List: When the components mentioned in "IT Products List" are connected to a network, then the network diagrams and Supply chain Questionnaire are required as part of the bid submission.
- b) Network Diagrams: One or more conceptual network diagrams that collectively show the complete network proposed to be used to deliver the services, including all mechanical and electrical components, as described in the Statement of Work. The network diagrams must include, at a minimum, physical and logical network topology, which must depict the nodes and connections among nodes in the network, and showing third party connections, if applicable. The network diagrams are required to include portions of the Bidder's network (and its subcontractor's network(s)) over which Canada's data would be transmitted in performing any resulting contract and any network connected to the mechanical and electrical components used to deliver the co-location service. The mechanical and electrical components are required if they are connected to a network.
- c) List of Subcontractors: The Bidder must provide a list of any subcontractors that could be used to perform any part of the Work (including subcontractors affiliated or otherwise related to the Bidder) pursuant to any resulting contract. The list must include at a minimum:
 - (i) The name of the subcontractor;



- (ii) The address of the subcontractor's headquarters;
- (iii) The portion of the Work that would be performed by the subcontractor; and
- (iv) The location(s) where the subcontractor would perform the Work.

This list must identify all third parties who may perform any part of the Work, whether they would be subcontractors to the Bidder, or subcontractors to subcontractors of the Bidder down the chain. Any subcontractor that could have access to Canada's Data or assets must be identified. For the purposes of this requirement, a third party who is merely a supplier of goods to the Bidder, but who does not perform any portion of the Work, is not considered to be a subcontractor. Subcontractors would include, for example, technicians who might be deployed or maintain the Bidder's solution. If the Bidder does not plan to use any subcontractors to perform any part of the Work, the Bidder is requested to indicate this in its response.

Bidders are requested to provide their information on Form 2. It is requested that Bidders indicate their legal name on each page, insert a page number as well as the total number of pages. Bidders are also requested to insert a separate row for each subcontractor and additional rows as may be necessary.



ATTACHMENT 4.1 EVALUATION FRAMEWORK AND PROCESS

Note to Bidders: Attachment 4.1 – Evaluation Framework and Process is provided.