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**RETOURNER LES SOUMISSIONS  
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**REQUEST FOR PROPOSAL/  
 DEMANDE DE PROPOSITION**

**Proposal To: Shared Services Canada**

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

**Proposition aux: Services partagés Canada**

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

**Comments - Commentaires**

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<b>Title – Sujet</b> Large Format Dye Sublimation Printer for the Department of National Defence	
<b>Solicitation No. – N° de l'invitation</b> RFP 2BP1-103617	<b>Date</b> March 11, 2022
<b>Client Reference No. – N° référence du client</b> 216187	
<b>File No. – N° de dossier</b> 2BP1-103617 - ITPRO#71757	
<b>Final Solicitation Closes :</b> <b>At 2:00 pm on March 28, 2022</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Time (EDT) / Heure avancée de l'Est (HAE)
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> Channary Luy	
<b>Telephone No. – N° de téléphone :</b> 613-323-5347	<b>FAX No. – N° de FAX</b> Not applicable
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b>  Department of National Defence Winnipeg, MB	

<b>Vendor/firm Name and address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur</b>	
<b>Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm</b> <b>(type or print)-</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b> <b>(taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

# BID SOLICITATION FOR ONE LARGE FORMAT DYE SUBLIMATION PRINTER FOR THE DEPARTMENT OF NATIONAL DEFENCE

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**List of Annexes to the Resulting Contract:**

Annex A – Statement of Work

Annex B – Basis of Payment

**List of Attachments to Part 4:**

Attachment 4.1 – Substantiation of Technical Compliance

**Forms:**

Form 1 – Integrity Form

Form 2 – OEM Certification Form

Form 3 – Bid Submission Form

Form 4 – SCSI Vendor Submission Form

Form 5 – COVID-19 Vaccination Requirement Certification Form

## **PART 1 GENERAL INFORMATION**

### **1. Introduction**

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

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

### **2. Summary**

The Department of National Defence has a requirement for a large format dye sublimation printer. This Contract is for the supply, delivery, and installation of the equipment, as well as the necessary training, in French and English, to allow users to access all of the required features of the equipment.

A total of one (1) device is required, which must meet the mandatory technical specifications detailed in Annex A.

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

### **3. Debriefings**

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

### **4. Trade Agreements**

The requirement is subject to the provisions of the Canada Free Trade Agreement (CFTA).

## PART 2 BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).
- (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”
- (e) Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
  - i) Delete: sixty (60) days
  - ii) Insert: one hundred and twenty (120) days

### 2. Submission of Bids

- (a) Bids must be submitted only to Shared Services Canada, Junior Procurement Officer, Channary Luy by e-mail only to [channary.luy@ssc-spc.gc.ca](mailto:channary.luy@ssc-spc.gc.ca) and [ssc.wtdprintingproducts-produitsimpressionatmt.spc@ssc-spc.gc.ca](mailto:ssc.wtdprintingproducts-produitsimpressionatmt.spc@ssc-spc.gc.ca) by the date and time indicated on the cover page of the bid solicitation. For an offer to be considered, this RFP must be completed and submitted in its entirety.
- (b) Bidders may submit their bid in multiple emails, but all emails must arrive before the solicitation closing date and time to be evaluated as part of the bid. The maximum email size that can be received by SSC is 10 MB. Bidders should ensure that they submit their bid in multiple emails if their attachments will cause the email to exceed that size.
- (c) The time at which the bid is received by SSC will be determined by the “Sent Time” indicated in the email received by SSC at the Email Address for RFP Submission.
- (d) During the two hours leading up to the closing date and time, an SSC representative will monitor the Email Address for RFP Submission and will be available by telephone at the Contracting Authority’s telephone number). If the Bidder is experiencing difficulties transmitting the email, the Bidder should contact SSC immediately.
- (e) Canada will not be responsible for any technical problems experienced by the Bidder in submitting its bid, unless Canada’s systems are responsible for a delay in delivering the email to the SSC Email Address for RFP Submission.
- (f) In the case of emergency, SSC has the discretion to accept a hand delivered (in person by a representative of the Bidder or by courier) of a hard copy submission that includes the entire bid. However, the hand delivered bid must be received by the closing date and time. As indicated above, an SSC representative will be available at the Contracting Authority’s telephone number during the two hours before the solicitation closing date and time to receive bids submitted in this way. The only circumstances in which SSC will accept a delayed hand delivered bid is if the Bidder can show that the SSC representative was unavailable to receive the hand delivered bid, and attempts were made during the two hours before the solicitation closing date and time to make delivery.
- (g) Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.

### 3. Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) All queries concerning the RFP, whether before or after closing date, must be in writing by e-mail and addressed to Channary Luy at [channary.luy@ssc-spc.gc.ca](mailto:channary.luy@ssc-spc.gc.ca) and [ssc.wtdprintingproducts-produitsimpressionatmt.spc@ssc-spc.gc.ca](mailto:ssc.wtdprintingproducts-produitsimpressionatmt.spc@ssc-spc.gc.ca).
- (c) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 4. Applicable Laws

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

A Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

## **PART 3 BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

**(a) Copies of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:

- i)** Section I: Technical Bid (1 soft copy)
- ii)** Section II: Financial Bid (1 soft copy)
- iii)** Section III: Certifications (1 soft copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

**(b) Format for Bid:** Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- i)** use a numbering system that corresponds to the bid solicitation;
- ii)** include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- iii)** include a table of contents.

### **2. Joint Venture Experience:**

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

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

### **3. Section I: Technical Bid**

In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and must explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

Full technical specifications and descriptive materials must be submitted with the bid. Failure to provide these materials with the bid will result in the bid being declared non-compliant.

In order to demonstrate compliance to the technical requirements, the Bidder's Technical Bid must include at a minimum the following:

- (a)** a completed Attachment 4.1, indicating compliance to the specifications, supplying equipment details, and providing reference locations to supporting documentation and technical brochures included in the bid;
- (b)** technical brochures and supporting documents should be cross-referenced with Annex A and pertinent information demonstrating compliance should be clearly marked;
- (c)** Information to be filled in by the Bidder are left blank, please fill-in spaces accordingly;
- (d)** The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.



It is the Bidder's responsibility to provide a comprehensible and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

(e) The technical bid consists of the following:

- i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- ii) **Substantiation of Technical Compliance Form:** The technical bid must substantiate the compliance of the Bidder and its proposed products with the specific articles of Annex A (Statement of Work) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation. For substantiation and reference to technical documents in Attachment 4.1, links to websites for information will not be accepted, please provide PDF or screenshot forms of the information.

#### 4. Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with Annex B – Basis of Payment. The total amount of Applicable Taxes must be shown separately, if applicable.  
A completed Annex B, Basis of Payment, table must be submitted.
- (b) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it will not 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.

#### 5. Section III: Certifications

Bidders must submit the certifications required under Part 5.

## **PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) Requests for Clarifications: If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.

### **2. Technical Evaluation - Mandatory Technical**

- (a) Bids will be evaluated in accordance with the Technical Bid criteria detailed in Attachment 4.1. 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. Bids will be assessed to ensure compliance with all of the requirements of this solicitation as described at Annex A - Statement of Work.
- (b) **Consideration of Additional Software Use Terms included in Top-Ranked Bid (following financial evaluation):**
  - i) 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.
  - ii) 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.
  - iii) The process is as follows:
    - (A) 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);
    - (B) 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;
    - (C) 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;
    - (D) 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;
    - (E) 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
    - (F) 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)

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will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.

- iv) 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.

### **3. Financial Evaluation**

#### **(a) Mandatory Financial Criteria**

- i) SACC Manual Clause A0220T (2014-06-26), Evaluation of Price.
- ii) Please refer to and complete the Basis of Payment, Annex B.

### **4. Basis of Selection**

- (a) SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria
- (b) A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 CERTIFICATIONS**

### **1. Certification**

- (a) Bidders must provide the required certifications and documentation to be awarded a contract.
- (b) The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- (c) The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

### **2. Mandatory Certifications Required Precedent to Contract Award**

- (a) Bidders must submit the following duly completed certifications as part of their bid:
  - (i) FORM 1: INTEGRITY FORM;
  - (ii) FORM 2: OEM CERTIFICATION FORM;
  - (iii) FORM 3: BID SUBMISSION FORM; and
  - (iv) FORM 5: COVID-19 VACCINATION REQUIREMENT CERTIFICATION FORM
- (b) Code of Conduct and Certifications

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.

### **3. Federal Contractors Program for Employment Equity – Bid Certification**

- (a) By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website
- (b) Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### **4. Integrity Provisions – List of Names**

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.
- (b) Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- (c) Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

### **5. OEM Certification**

- (a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid must submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For

Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

- (b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

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

- (a) 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.
- (b) 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.

#### **7. COVID-19 Vaccination Requirement**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

## **PART 6 SECURITY AND OTHER REQUIREMENTS**

### **1. Security Requirements**

- (a) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy.
- (b) Contractor's personnel must be escorted by a Department of National Defence employee at all times while on site.

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

#### **2.1 Non-Disclosure Agreement**

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

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

#### **2.2 Supply Chain Integrity Process**

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

- (a) "**OEM Name**" means the name of the original equipment manufacturer (OEM) of the product that is being ordered.
- (b) "**OEM DUNS Number**" means the Data Universal Numbering System (DUNS). It is a unique nine-digit number assigned to each physical location of a business. It is a worldwide standard and is used to determine the credit score of a company. If the company does not have a DUNS number, or you are unable to find one, please fill out the requested information on "C - Ownership Information". Ownership information consists of the top 5, by percentage, investors and owners of the company. The names

provided for investors and owners should be those found in investment or ownership documents for the company in question.

- (c) **Product Name** means the OEM's name for the product.
- (d) **Model Number** means the OEM's model and/or version number of the product.
- (e) **Vulnerability Information** means the information concerning the last 5 security issues that were reported about the product. If the OEM posts this information to the CVE website, list the CVE numbers separated by semi-colons (;). If the OEM does not post this information to the CVE website, you will need to ask the OEM directly for security vulnerability information and provide this information to the Canadian Centre for Cyber Security. If this is the case for a particular product, enter "see attached information" in the relevant field(s)..
- (f) **Supplier Name** means the name of the supplier (i.e. sub-contractors, re-seller, distributor, sub-processors, etc.) of the product that is being ordered. This includes any business entity involved in producing products or services to help complete the bidding requirements.
- (g) **Supplier DUNS Number** is already explained.
- (h) **Supplier URL** means the URL of the supplier's webpage for the product.
- (i) **Ownership** means the top 5, by percentage, owners of the OEM or Supplier. The names provided for owners should be those found in ownership documents for the company in question.
- (j) **Investors** means the top 5, by percentage, investor in the OEM or Supplier. The names provided for owners should be those found in investment documents for the company in question.
- (k) **Executives** means the executives and members of the board of directors for the company in question.
- (l) **Country / Nationality** means the country which an individual listed has their primary nationality or the country in which a corporate entity is registered.
- (m) **Corporate website link** means for each of OEM or Supplier name, Ownership, Investors, and Executives listed above provide a URI / URL to the information that supports the claims listed in each of the fields.
- (n) **Supply Chain Security Information** means any information that Canada requires a Bidder or Contractor to submit to conduct a complete security assessment of the SCSI as a part of the SCSI Assessment process.

### 2.3 Mandatory Qualification Submission Requirements

Bidders must submit with their bid on the RFP closing date the following SCSI by completing the SCSI Vendor Submission Form:

- (a) **IT Product List:** Bidders must identify the Products over which Canada's Data would be transmitted and/or on which Canada's Data would be stored, or that would be used and/or installed by the Bidder or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product:
  - (i) OEM Name;
  - (ii) OEM DUNS Number;
  - (iii) Product Name;
  - (iv) Model Number; and
  - (v) Vulnerability Information.

Bidders are requested to provide the IT Product information for their proposed Solution on Tab C, in the SCSI Vendor Submission Form. Bidders are also requested to insert a separate row for each Product. Bidders are requested not to repeat multiple iterations of the same Product (e.g. if the serial number and/or color is the only difference between two products, they are considered the same Product within the confines of the SCI Assessment Process).

- (b) Ownership Information: "It is only necessary to fill out entries in ""C- Ownership Information"" if a DUNS number cannot be supplied for the OEM and/or supplier.
  - (i) Supplier Name
  - (ii) Supplier DUNS Number;
  - (iii) Supplier URL;
  - (iv) Ownership;
  - (v) Investors;
  - (vi) Executives;
  - (vii) Country / Nationality;
  - (viii) Corporate website link.

#### 2.4 Assessment of Supply Chain Security Information

- (a) 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.
- (b) In conducting its assessment:
  - (i) 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 bid being disqualified.
  - (ii) 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.
- (c) 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:
  - (i) 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.
  - (ii) 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).
  - (iii) 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 bid will be disqualified.
- (d) 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:



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- (i) 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;
  - (ii) 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;
  - (iii) at any time during the subsequent bid solicitation process, Canada may advise a Bidder that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above.
  - (iv) 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.
- (e) 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.
- (i) 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.
  - (ii) 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.

## PART 7 RESULTING CONTRACT CLAUSES

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

### 1. Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work at Annex A, in accordance with, and at the prices set out in, the Contract.
- (b) **Client:** Under the Contract, the "Client" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to the Department of National Defence.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

### 2. Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: [list all the joint venture members named in the Contractor's original bid].
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - i) has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

### 3. Security Requirement

- (a) The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;
- (b) The Contractor's personnel must be escorted by a Department of National Defence employee at all times while on site.

### 4. On-going Supply Chain Integrity Process

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

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

- (i) an IT Product List; and
- (ii) Ownership Information.

This SCSI is included as Form 4. The Parties also acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SCSI will be required throughout the Contract Period. This Article governs that process.

- (b) **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI information. In that regard:
  - (i) The Contractor, starting at contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged. Changes made to the IT Product List must be accompanied with revised Network Diagram(s) when applicable.
  - (ii) The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.

- (iii) Canada reserves the right to conduct a complete, independent security assessment of all new SCSIs. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
- (iv) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSIs.
- (c) Identification of New Security Vulnerabilities in SCSIs already assessed by Canada:**
- (i) The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver services that would allow an unauthorized individual to compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.
- (ii) The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSIs that have already been the subject of an SCSIs assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.
- (d) Addressing Security Concerns:**
- (i) If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the consent of the Contracting Authority.
- (ii) At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
- provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
  - if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
  - implement the mitigation plan approved by Canada.
- This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.
- (iii) Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.
- (e) Cost Implications:**
- (i) Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties

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

- with respect to Products already assessed without security concerns by Canada pursuant to an SCSl assessment, evidence from the Contractor of how long it has owned the Product;
  - with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
  - evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
  - the normal useful life of the Product;
  - any “end of life” or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
  - the normal useful life of the proposed replacement Product;
  - the time remaining in the Contract Period;
  - whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
  - whether or not the Product being replaced can be redeployed to other customers;
  - any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
  - any developments costs required for the Contractor to integrate the replacement Products into the Service Portal, operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
  - the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- (ii) Additionally, if requested by the Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor’s most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada’s requirement to cease deploying or to remove a particular Product or Products.
- (iii) Despite the other provisions of this Article, if the Contractor or any of its subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor or any of its subcontractors immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada’s requirement will be borne by the Contractor and/or subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

**(f) General:**

- (i) The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.
- (ii) The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.
- (iii) Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.
- (iv) If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 8(3).
- (v) Any determination made by Canada will constitute a decision with respect to a specific Product or subcontractor and its proposed use under this Contract, and does not mean that the same Product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

**(g) Subcontracting**

- (i) Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Contracting Authority has first consented in writing. In order to seek the Contracting Authority's consent, the Contractor must provide the following information:
  - the name of the subcontractor;
  - the portion of the Work to be performed by the subcontractor;
  - the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
  - 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;
  - completed sub-SRCL signed by the Contractor's Company Security Officer for CISD completion; and
  - any other information required by the Contracting Authority.
- (ii) For the purposes of this Article, a "subcontractor" does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.

**(h) Change of Control**

- (i) At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
  - an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
    - a. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;

- b. the entities have now or in the two years before the request for the information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - c. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- a list of all the Contractor's shareholders; if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; with respect to any publicly traded corporation, Canada anticipates that the circumstances in which it would require a complete list of shareholders would be unusual and that any request from Canada for a list of a publicly traded corporation's shareholders would normally be limited to a list of those shareholders who hold at least 1% of the voting shares;
  - a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or parent partnership, up to the ultimate owner; and
  - any other information related to ownership and control that may be requested by Canada.

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

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

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

- (iii)** In this Article, a "change of control" includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture's corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.
- (iv)** If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.

- (v) If Canada determines in its sole discretion that a change of control affecting a subcontractor (either in the subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada's determination, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.
- (vi) 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.
- (vii) Despite the foregoing, Canada's right to terminate on a "no-fault" basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or subcontractor, as the case may be; that is, Canada does not have a right to terminate the Contract pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.

## 5. Condition of Material

Material supplied shall be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the solicitation closing date.

## 6. Applicable Laws

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

## 7. Standard Clauses and Conditions

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

## 8. General Conditions:

2010A (2021-12-02), General Conditions – Medium 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"

## 9. Supplemental General Conditions:

The following Supplemental General Conditions apply to and form part of the contract:

4001 (2015-04-01), Hardware Purchase, Lease and Maintenance;



4003 (2010-08-16), Licensed Software;

4004 (2013-04-25), Maintenance and Support Services for Licensed Software;

4013 (2021-11-29), Compliance with on-site measures, standing orders, policies, and rules; and

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

4014 (2021-11-29), Suspension of the Work.

- (a) The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 23 Default by the Contractor or section 24 Termination for convenience of the general conditions 2010A.
- (b) When an order is made under subsection a), unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
- (c) When an order made under subsection a) is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

## 10. Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends one year later;
  - ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
  - i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three additional one-year option periods for extended warranty under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
  - ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 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.

## 11. Delivery

All the deliverables must be received within 90 calendar days of Contract Award to the following address:

Department of Defence  
Winnipeg, MB

Precise address to be provided upon Contract Award.

## 12. Late Delivery

All initial deliverables must be received within 90 Federal Government Working Days from Contract award.

- (a) If delivery is not made by the Contractor as specified in article (a) above, Canada may, at its sole option:
- i) refuse delivery (which may involve returning the shipment to the Contractor at the Contractor's sole cost) and terminate the contract for default, without providing any opportunity to cure; or
  - ii) accept delivery and reduce the price payable for all the goods delivered late by 10% before any Applicable Taxes.

## 13. Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract Incoterms 2000 "DDP Delivered Duty Paid".

## 14. Contracting Authority

The **Contracting Authority** is named below and is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority.

Name: Channary Luy  
Department: Shared Services Canada  
Address: 180 Kent Street, Floor 13, Ottawa, ON, K1P 0B6  
Telephone: 613-323-5347  
E-mail address: [channary.luy@ssc-spc.gc.ca](mailto:channary.luy@ssc-spc.gc.ca)

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

## 15. Project Authority

The **Project Authority** will be identified at contract award.

The Project 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.

## 16. Client's Representative

The **Client's Representative** for the Contract is [*Contact information TBD at contract award*]:

Department: The Department of National Defence

## 17. Contractor's Representative

The Contractor's Representative for the Contract is (Please fill out):

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
Facsimile \_\_\_\_\_  
Email address \_\_\_\_\_

**18. Basis of Payment**

For providing the Hardware, Software and Maintenance and Support in accordance with the Contract, Canada will pay the Contractor the firm prices set out in Annex B, FOB destination, including all customs duties, applicable taxes extra (if applicable).

**19. Method of Payment - Single Payment**

H1000C (2008-05-12), Single Payment.

**20. Competitive Award**

The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

**21. Purpose of Estimates**

All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

**22. Limitation of Expenditure**

- (a) 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, if applicable and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

**23. Price Protection - Most Favoured Customer**

- (a) To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- (b) The Contractor also agrees that, if after the date the Contract is issued it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- (c) At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.
- (d) During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and number and location of service locations).

- (e) In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- (f) If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- (g) Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.

#### 24. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 06, Invoice Submission, of the 2010A (2021-12-02) General Conditions - Goods or Services.

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.

#### 25. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the 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.

#### 26. Insurance Requirements

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

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

#### 27. The following terms and conditions apply:

SACC Manual clause A9062C (2011-05-16) Canadian Forces Site Regulations

SACC Manual clause A9117C (2007-11-30) Direct Request by Customer Department.

SACC Manual clause B7500C (2006-06-16) Excess Goods

SACC Manual clause B1501C (2018-06-21) Electrical Equipment

SACC Manual clause D0018C (2007-11-30) Delivery and Unloading

#### 28. Hardware

In addition to and notwithstanding 4001 (2015-04-01) Supplemental General Conditions Hardware Purchase, Lease and Maintenance the following articles apply to the Contract:

Part IV of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery Location	Refer to Part 7 Resulting Contract Clauses, Section 11 Delivery
Delivery Date	Refer to Part 7 Resulting Contract Clauses, Section 12 Late Delivery
Contractor must deliver Hardware Documentation	Yes

Contractor must update Hardware Documentation throughout Contract Period	No - Section 7(5) of 4001 does not apply to the Contract.
Hardware Documentation must include maintenance documentation	No
Contractor must Install Hardware at time of Delivery	Yes
Hardware is part of a System	Yes
Contract Period	1 year
Option to Extend Contract Period	3 one-year options
Delivery of Purchased Hardware	Yes
Principal Period of Maintenance (PPM)	PPM is defined as the consecutive hour period per day between the hours of 08:00 to 17:00 (ET) Monday through Friday, excluding statutory holidays.
4001 08 - Level of Service	Contractor must ensure 95% availability in a normal user month.
4001 25 (7) Hardware Maintenance Service Report	Copies of these reports must be made available to the Contracting Authority within thirty (30) days of request.
4001 26 Class of Maintenance Service	N/A
4001 26 (3).a.(i) Service Response Time	See Section 31 Service Response Time during PPM below
Toll-free Telephone Number for Maintenance Service	<i>[to be completed with information from the Contractor at the time of award]</i>
Website for Maintenance Service	<i>[to be completed with information from the Contractor at the time of award]</i>

## 29. Safeguarding Electronic Media

Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

## 30. Training

At the request of the client, the Contractor must provide on-site adequate user and/or Key Operator training, to allow the client's employees to efficiently and effectively operate the equipment, at no extra cost. Any required training facilities or space will be provided by the client. The client may engage the Contractor to provide additional or more in-depth training at an additional cost to be negotiated outside this Contract.

## 31. Service Response Time During the Principal Period of Maintenance

- (a) The Contractor must provide the following level of support in the event of equipment malfunction:
- i) 1 hour to respond to a service call back;
  - ii) 4 hours from time of service call to have a technician at the print site if required; and
  - iii) 8 hours to resolve problem allowing IRB to continue operations at minimum 80% capacity, except on written agreement by the Identified User.
- (b) Service Response Time measurements do not include Saturdays, Sundays or statutory holidays. Response time is calculated from the time the Contractor has been notified by the Identified User to the arrival of the contractor's maintenance personnel on site. When the Total Unscheduled Equipment Outage (as per the definition in Section 32, subsection (g)) exceeds four (4) hours, the client may claim a Remedy (as described in Section 32, subsection (h)).
- (c) Upon commencing any maintenance services, the Contractor must work continuously in performing the maintenance until the printer being serviced is operative or until the client notifies the Contractor to suspend work.

- (d) If after arrival by the Contractor's maintenance personnel on-site, it is determined that the Contractor cannot repair the defective equipment within two (2) working days and the equipment is in operational, the Contractor must provide loaner parts or equipment to permit the client to provide an equal or better level of service while the equipment being repaired, at no charge, within twenty-four (24) hours of such determination by the Contractor's maintenance personnel. The client will keep the loaner equipment until the original defective equipment is repaired and returned in working condition.

### 32. Remedies Following Unacceptable Levels of Service

To ensure a continuing acceptable level of service for the client's workload, the Contractor agrees that Canada may exercise the following remedial actions.

- (a) The failure of Canada to exercise any or all of the following remedies does not mean that the service received conforms with the applicable mandatory requirements, nor will that failure lower the level of service acceptable for any portion of the Contract.
- (b) The Contractor will not be responsible for any deficiencies arising from any use of the equipment by the client that is inconsistent with practices or procedures published by the OEM or any other procedure previously published by the Contractor and accepted by the client.
- (c) It is not the intention of Canada to enforce the following remedies for situations resulting from acts of God, civil insurrection, or in general, factors beyond the reasonable control of the Contractor.
- (d) Application of any of the remedies detailed below in one or more instances shall not prevent Canada from terminating for default in any instance of nonconformity with the terms of the Contract.
- (e) The application of any remedy shall not result in any increase in liability to Canada.
- (f) Process to Claim Remedy:
- i) The client must claim the applicable of any remedy, in writing, within 30 days from the time that the failure resulting in the application of the remedy could reasonably be noted by the Identified User.
  - ii) Any such claim for a remedy must include reasonable documentation to support such claim.
  - iii) Where the application of any remedy results in a financial benefit in favour of Canada, then such financial benefit must be applied as a credit to the applicable invoice for the billing period following the billing period in which the claim was received by the Contractor.
  - iv) Where the application of any remedy results in the requirement of the Contractor to replace parts of modular equipment, then such replacement equipment must be installed within 24 hours of receipt of the claim, by the Contractor. Should it be required that the Contractor replace the print system or print systems, as within the context of the Total Satisfaction Guarantee, the replacement equipment will be installed within two weeks of a request, unless a written extension is given by the client.
  - v) Where the application of any remedy results in the requirement of the Contractor to provide additional reports or other documentation, then such reports or other written documentation must be provided within 30 days of receipt of the claim, by the Contractor.
- (g) Definitions
- i) **"Remedial Equipment Failure"** means any equipment malfunction that requires remedial maintenance to be provided by the Contractor in order to make the equipment operational.
  - ii) **"Unscheduled Equipment Outage"** means the period of time that equipment is unavailable to the client where such unavailability is caused by a Remedial Equipment Failure such period must commence when the Contractor is informed of the Remedial Equipment Failure in accordance with the Contract.
- (h) Actual Remedies:
- i) **Excessive Equipment Failure:** In the event the printer supplied has 3 or more Remedial Equipment Failures in a 30 day period, then the Contractor must replace such printer with same or like equipment, if requested by the client. The replacement equipment shall be installed within two weeks of a request, unless a written extension is given by the client.

- ii) **Failure to Repair Equipment:** In the event that any single Unscheduled Equipment Outage exceeds 48 hours then the Contractor must replace the equipment.
  - iii) **Excessive Outage:** In the event that the Total Unscheduled Equipment Outage exceeds four (4) hours during the PPM, in any given call, for either print system, the charges associated with that print system shall be reduced in accordance with the following formula:  
For Purchased Hardware:  $(TUEO/8)^*.1*(Purchase\ Price/60)$ ; where TUEO is the Total Unscheduled Equipment Outage in hours during the PPM within one month. This remedy will not exceed 2 times the Total Hardware Purchase price divided by 60 for any given monthly period.
  - iv) **Failure to Respond to Remedial Equipment Failures:** In the event that the Contractor fails to provide trained technicians to undertake remedial maintenance, within the response times specified in the Contract, in more than 10% of occurrences measured over a 30 day period of the number of times such services were required in accordance with the individual Contract; then, the Contractor must provide a Remedial Action Plan to the client to identify what steps will be taken by the Contractor to remedy the situation. In the event that the client is unable to negotiate a suitable course of action with the Contractor, the Contracting Authority will determine if there is cause for Termination for Default.
  - v) **Spoilage of Copies:** One hundred percent (100%) credit must be given for spoiled prints or copies due to machine malfunction or quality of supplies provided by the Contractor.
- (i) Additional client requirements
- i) Preventive maintenance and engineering changes must be scheduled at times consistent with the client's operational and security requirements.
  - ii) Commencing on Date of Acceptance, the printer must meet a minimum availability level of 95% of the client's operational hours, on a monthly basis, commencing on the first day of each month and ending on the last day of each month; over the duration of the contract.
  - iii) During a reported equipment malfunction repair period, the Contractor must issue a verbal progress report to the client's site authority as requested until such time as the problem is resolved and provide a written report of the issue, the total downtime, and steps taken to resolve the issue to the client's Technical Authority at the time the issue is resolved.

### 33. Preventive Maintenance

On-site preventive maintenance (required to inspect, lubricate and adjust the equipment) must be performed during the Principal Period of Maintenance (PPM). This service must be performed in accordance with the OEM specifications or as otherwise agreed between the Identified User and the Contractor. The cost of this maintenance is included in the Base Firm Monthly Rate (FMR) associated with any printer/copier including any leased Additional Equipment. The Contractor must keep a log of all preventive maintenance performed for each printer/copier and ensure that it is available to the Contracting Authority and/or the Administrative Authority.

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

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

- (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
  - (B) physical injury, including death.
- ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i) above.
- v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and;
  - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.5 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

- vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

**(c) Third Party Claims:**

- i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement



of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

- iii) The Parties are only liable to one another for damages to third parties to the extent described in this subparagraph (c).

### 35. Priority of Documents

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) General Conditions 2010A (2021-12-02), Medium Complexity – Goods;
- (c) Supplemental General Conditions, in the following order:
  - i) 4001; (2015-04-01) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
  - ii) 4003; (2010-08-16) Licensed Software;
  - iii) 4004; (2013-04-25) Maintenance and Support Services or Licensed Software;
  - iv) 4013; (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules; and
  - v) 4014; (2021-11-29) Suspension of the Work.
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment; and
- (f) The Contractor's bid dated \_\_\_\_\_.

**ANNEX A**  
**STATEMENT OF WORK**

**1. Requirement**

The Department of National Defence has a requirement for a large format dye sublimation printer. This Contract is for the supply, delivery, and installation of the equipment, as well as the necessary training, in French and English, to allow users to access all of the required features of the equipment.

**2. Mandatory technical requirement**

**A1. Device**

The device must meet the following mandatory requirements:

A1.1	Must have the ability to print up to 63.6 inches in width
A1.2	Must not exceed a media width 64 inches
A1.3	Roll weight must not exceed 100 lbs
A1.4	Must be capable of handling outside roll diameter of 7.1 inches
A1.5	Must have a minimum of six (6) Ink channels/colors
A1.6	Must have a maximum print resolution of 1,440 DPI
A1.7	Device must support operating systems: Windows 10 / Windows 10 64 bits /Windows Server 2016

**A2. Delivery and Installation Requirements**

The following requirements must be met:

A2.1	The device must be installed in the delivery location specified in the Contract but configured by local DND technicians.
A2.2	Training for the standard operations of the device, for 6 persons in English. (virtual is acceptable).

**A3. Support and Maintenance Requirements**

The following requirements must be met:

A3.1	Standard one-year Manufacturer's warranty against hardware defects.
A3.2	Must provide DND with onsite support within 72 business hours for maintenance and major equipment or software failure.
A3.3	Must provide DND with a telephone line and email contact for minor problems that can be fixed over the phone or by email.
A3.4	Extended warranty for an additional year up to 3 years

**A4. Consumables Requirement**

The following requirement must be met:

A4.1	Device must come with a cleaning cartridge and ink cartridges
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**ANNEX B**

**BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex A (below) for a cost of \$ [to be inserted at Contract award]. Customs duties are included and Applicable Taxes are extra.

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.

<b>Table 1 - List of Deliverables</b>					
<b>Item No.</b>	<b>Manufacturer's Product Name</b>	<b>Product Number</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extended Price</b>
1	Dye Sublimation Printer [ <i>insert model name</i> ]		1	\$	\$
2	Ink Cyan		2	\$	\$
3	Ink Black		2	\$	\$
4	Ink Magenta		2	\$	\$
5	Ink Yellow		2	\$	\$
6	Cleaning Cartridge		1	\$	\$
7	Installation		1	\$	\$
8	Training		1	\$	\$
9	Delivery		1	\$	\$
10	Environmental Handling Fee		1	\$	\$
11	Extended Annual Warranty (up to 3 one-year options)		3	\$ /per year	\$
				<b>Total Evaluated Bid Price (CAD)</b>	
<b>[The total evaluated bid price = The sum of the Extended Prices for Items No. 1 to No.11 in Table 1 – List of Deliverables]</b>				\$	
				<b>Tax (5%):</b>	
				[to be inserted at Contract award]	
				<b>Total Estimated Contract Value:</b>	
				[to be inserted at Contract award]	

**FORM 1**  
**INTEGRITY FORM**

<b>Adresse de courriel /E-mail Address:</b>
<b>Ministère/Department:</b> Shared Services Canada
<b>Dénomination sociale complète du soumissionnaire / Complete Legal Name of Bidder</b>
<b>Adresse du soumissionnaire / Bidder Address</b>
<b>NEA du soumissionnaire / Bidder PBN</b>

**FORM 2**  
**OEM CERTIFICATION FORM**

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OEM \_\_\_\_\_

Signature of authorized signatory of OEM \_\_\_\_\_

Print Name of authorized signatory of OEM \_\_\_\_\_

Print Title of authorized signatory of OEM \_\_\_\_\_

Address for authorized signatory of OEM \_\_\_\_\_

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

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

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_

**FORM 3  
BID SUBMISSION FORM**

<b>BID SUBMISSION FORM</b>	
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder's Procurement Business Number (PBN)</b> <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ___ No ___  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"
	Is the Bidder a FPS who received a lump sum payment under the terms of the work force adjustment directive? Yes ___ No ___  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"
<b>Canadian Content Certification</b>  As described in the solicitation, bids with at least 80% Canadian content are being given a preference.  [For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]	On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :
	At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)
	Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)
<b>Number of FTEs</b> [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]	
<b>Security Clearance Level of Bidder</b> <i>[include both the level and the date it was granted]</i> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i>	
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.	
<b>Signature of Authorized Representative of Bidder</b>	

**FORM 4**  
**SCSI Vendor Submission Form**  
**(Attached as a separate document)**

**FORM 5**  
**COVID-19 Vaccination Requirement Certification Form**

I, \_\_\_\_\_ (*first and last name*), as the representative of \_\_\_\_\_ (*name of business*) pursuant to \_\_\_\_\_ (*contract number*), warrant and certify that all personnel that \_\_\_\_\_ (*name of business*) will provide on this Contract who access federal government workplaces where they may come into contact with public servants will be:

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s) as of November 15, 2021; and

(b) if applicable, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion, or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures as of November 15, 2021 that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirement for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the Government of Canada's COVID-19 vaccination requirement for Supplier personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are always subject to verification.

I also understand that Canada will declare a Supplier in default if a certification is found to be untrue, whether made knowingly or unknowingly, during the contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Optional**

For data purposes only, initial below if your business already has its own vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 vaccination requirement for Supplier personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may encounter public servants.



**ATTACHMENT 4.1**

**SUBSTANTIATION OF TECHNICAL COMPLIANCE FORM**

**EQUIPMENT REQUIREMENT**

The printer must meet the following mandatory requirements:

**MANDATORY CRITERIA**

Bidders must fill out table completely.

A1. **Colour Device:** \_\_\_\_\_ *(insert model name)*

A1.	Colour Device Specifications	Comply (Yes/No)	Substantiation Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the devices meet the mandatory criteria.	Reference Bidders please clearly indicate where supporting documentation can be found in the bid.
A1.1	Must have the ability to print up to 63.6 inches in width	Y/N		
A1.2	Must not exceed a media width 64 inches	Y/N		
A1.3	Roll weight must not exceed 100 lbs	Y/N		
A1.4	Must be capable of handling outside roll diameter of 7.1 inches	Y/N		
A1.5	Must have a minimum of six (6) Ink channels/colors	Y/N		
A1.6	Must have a maximum print resolution of 1,440 DPI	Y/N		
A1.7	Device must support operating systems: Windows 10 / Windows 10 64 bits /Windows Server 2016	Y/N		

A2.	<b>Delivery and Installation Requirement</b>	<b>Comply (Yes/No)</b>	<b>Substantiation</b> Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the following mandatory criteria will be met.	<b>Reference</b> Bidders please clearly indicate where supporting documentation can be found in the bid.
A2.1	The device must be installed in the delivery location specified in the contract but configured by local DND technicians	Y/N		
A2.2	Training for the standard operations of the device, for 6 persons in English. (virtual is acceptable)	Y/N		

A3.	<b>Support and Maintenance Requirement</b>	<b>Comply (Yes/No)</b>	<b>Substantiation</b> Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the following mandatory criteria will be met.	<b>Reference</b> Bidders please clearly indicate where supporting documentation can be found in the bid.
A3.1	Standard one-year Manufacturer's warranty against hardware defects.	Y/N		
A3.2	Must provide DND with onsite support within 72 business hours for maintenance and major equipment or software failure.	Y/N		
A3.3	Must provide DND with a telephone line and email contact for minor problems that can be fixed over the phone or by email.	Y/N		
A3.4	Extended warranty for an additional year up to 3 years	Y/N		

A4.	<b>Consumables Requirement</b>	<b>Comply (Yes/No)</b>	<b>Substantiation</b> Simply repeating the statement contained in the bid solicitation is not sufficient. Bidders please describe how the following mandatory criteria will be met.	<b>Reference</b> Bidders please clearly indicate where supporting documentation can be found in the bid.
A4.1	Device must come with a cleaning cartridge and ink cartridges	Y/N		