



# SHARED SERVICES CANADA

## Request for Quotation for Solarwinds Maintenance and Support

Solicitation No.	BPM016106	Date	<b>April 18 , 2022</b>
AMD No.		AMD Date	
GCDocs File No.		GETS Reference No.	

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Closing Date and Time	<b>Date at Time</b> <b>April 28 , 2022 (12:00 PM / 12h00)</b> (referred to in this solicitation as " <b>Solicitation Closing</b> ")		
Time Zone	Eastern Standard Time (EST)		
Destination of Goods/Services	Canada		
Email Address for Submitting your Bid by the Closing Date	<a href="mailto:dimeji.temidire@canada.ca">dimeji.temidire@canada.ca</a>		



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**REQUEST FOR QUOTATION**

**PART 1- GENERAL INFORMATION**

**1.1 Introduction**

The bid solicitation is divided into six 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, and the basis of selection;
- Part 5** Certifications: includes the certifications to be provided;
- Part 6** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- Annex A–Statement of Work (SoW)
- Annex B- List of Deliverables and Pricing (LoD)
- Annex C – Supply Chain Integrity (SCI) Assessment



## 1.2 Summary

This bid solicitation is being issued for the supply and delivery of Solarwinds Maintenance and Support as per Annex B – List of Inventory and Pricing. It is intended to result in the award of a contract for 1 year.

This solicitation is being issued by Shared Services Canada (SSC). It is intended that the contract resulting from this solicitation will be used by SSC to provide shared services to one or more of its clients. SSC's clients include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the life of any resulting instrument(s), and those other organizations for whom SSC's services are optional at any point during the life of any resulting instrument(s) and that choose to use those services from time to time. This procurement process will not preclude SSC from using another method of supply for any of its clients with the same or similar needs, unless a subsequent solicitation for this Project expressly indicates otherwise.

## 1.3 Trade Agreements

This requirement is subject to the provisions of the:

- a) Canadian Free Trade Agreement (CFTA)
- b) Canada-Chile Free Trade Agreement
- c) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- d) Canada-Columbia Free Trade Agreement
- e) Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- f) Canada-Honduras Free Trade Agreement
- g) Canada-Korea Free Trade Agreement
- h) Canada-Panama Free Trade Agreement
- i) Canada- Peru Free Trade Agreement (CPFTA)
- j) Canada-Ukraine Free Trade Agreement
- k) World Trade Organization-Agreement on Government Procurement (WTO-GPA)

## 1.4 Debriefing

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing.



## PART 2 BIDDER INSTRUCTIONS

### 2.0 Mandatory Requirements

Wherever the words “shall”, “must” and “will” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

#### 2.1 P2P

- (a) SSC uses the “P2P” (Procure to Pay) tool. Bidders must register in the SSC P2P portal in order to:
  - a. be awarded contracts and receive contract amendments; and
  - b. submit invoices and receive payment status updates.

#### 2.2 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 [Standard Acquisition Clauses and Conditions Manual \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada. 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.
- (c) 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.
- (d) The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (i) Section 01(3), Integrity provisions - bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

#### 3. List of Names

- a) Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting a quote under the Request for Quotation (RFQ).
- b) These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.
- (ii) Section 3 of the Standard Instructions is amended as follows: delete “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16”
- (iii) Section 05(4), Submission of bids of Standard Instructions 2003 is amended as follows:
  - (A) Delete: 60 days
  - (B) Insert: 90 days



### 2.3 Submission of Bids

- (a) All bids must be submitted directly to the contracting authority
- (b) Bidders intending to submit a bid are encouraged to send an e-mail notification to the Contracting Authority indicating their intention to submit a bid.
- (c) Once the closing date and time has passed, the Bidder will not be able to submit a bid.
- (d) Responsibility for Technical Problems. Canada will not be responsible for:
  - (i) any technical problems experienced by the Bidder in submitting its bid, including attachments rejected or quarantined because they contain malware or other code that is screened out by SSC's security services; or
  - (ii) any technical problems that prevent SSC from opening the attachments. For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

### 2.4 Modification and Withdrawal of Bids

- (a) Bids can be modified, withdrawn or resubmitted through the P2P portal before the solicitation closing date and time.
- (b) A bid withdrawn after the solicitation closing date and time cannot be resubmitted.

### 2.5 Enquiries – Bid Solicitation

- a) Bidders who wish to be certain of receiving a reply must submit all questions to the Contracting Authority, **no later than 11:00 am on the 5<sup>th</sup> Calendar day following the posting date of this RFP.** Enquiries received after that time may not be answered.
- b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.6 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.
- b) Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

### 2.7 Supply Chain Integrity Verification – Mandatory Qualification Requirement

The Supply Chain Integrity (SCI) Verification is a mandatory on-going qualification submission requirements process. SCI is an important corporate requirement. Challenged by an increasingly complex cyber threat



environment, Canada is committed to applying enhanced security processes and contract clauses to the acquisition of both products and services. The purpose of the Supply Chain Integrity verification process is to ensure that all product, equipment, software firmware and services that are procured by SSC meet Canada's required security and supply chain standards.





## PART 3 PREPARING AND SUBMITTING A BID IN RESPONSE TO THIS SOLICITATION

### 3.0 General Instructions

- (a) SSC's Standard Instructions include instructions with respect to bids which apply in addition to those described in this document. If there is a conflict between the provisions of SSC's Standard Instructions and this document, this document prevails.
- (b) Bidders intending to submit a bid are encouraged to send an e-mail notification to the Contracting Authority indicating their intention to submit a bid.
- (c) Once the Bid closing date and time has passed, a bid cannot be submitted.
- (d) Bidders may submit bid documents that can be opened with either Microsoft Word, PDF or Microsoft Excel.
- (e) Bidders that submit bid documents in other formats do so at their own risk, as Canada may be unable to read them.
- (f) A bid withdrawn after the solicitation closing date and time cannot be resubmitted.

### 3.1 Bid Preparation Instructions

**Copies of Bid:** Canada requests that Bidders provide their bid in separately bound sections as follows:

- (g) **Section I:** Technical Bid and Certifications
- (h) **Section II:** Financial Bid

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

### 3.2 Section I: Technical Bid

- (a) **Bid Submission Form:** Bidders are requested to include the Form 1 – 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, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the bidder with an opportunity to do so.
- (b) **Certifications:** It is a requirement that bidders submit the certifications required under Part 5.

### 3.3 Section II: Financial Bid

- (a) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (b) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.



## PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.0 Evaluation Procedures

(a) Response Assessment

- i. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the financial evaluation criteria.
- ii. Each response will be reviewed to determine whether it meets the mandatory requirements of the solicitation. Any element of the solicitation identified with the words “shall”, “must” and “will” or “mandatory” is a mandatory requirement. Responses that do not comply with each and every mandatory requirement will be declared non-compliant and be disqualified. Once a response has been declared non-compliant, Canada will have no obligation to evaluate the response further.

(b) Evaluation Team

- i. An evaluation team composed of representatives of Canada will evaluate the Technical Responses. Canada may hire any independent consultant, or use any Government resources, to evaluate any Technical Response. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

(c) Discretionary Rights during Evaluation

- i. In conducting its evaluation of the responses, Canada may, but will have no obligation to, do the following:
  - (a) Request additional information substantiating the compliance of the response with any mandatory requirement, if that substantiation was not required to be included in the response submitted on the closing date.
  - (b) Seek clarification or verification from Respondents regarding any or all information provided by them with respect to the solicitation.

### 4.1 Financial Evaluation

- (a) The Total Bid Price will be conducted by calculating the sum of all extended prices using the Financial Evaluation column of Annex B completed by the bidders, GST/HST extra

### 4.2 Basis of Selection

- (a) A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- (b) Bidders should note that all contract awards are subject to Canada’s internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada’s internal policies. If approval is not granted, no contract will be awarded. As well, a contract will only be awarded if the Supply Chain Integrity (SCI) Verification qualification is approved as a result of the mandatory assessment indicated in Annex D Supply Chain Integrity (SCI) Assessment.



## PART 5 CERTIFICATIONS

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

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

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

### 5.0 Certifications Precedent to Contract Award and Additional Information

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

#### (a) OEM Certification

Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to 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 Form 2 – 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.

If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware, on all accompanying documentation, on mandatory certification reports, and on any support software. "Hardware" is defined as the assembled end product being proposed.

#### (b) Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder may be requested to provide the required documentation in Form 3 – Integrity Form, as applicable, to be given further consideration in the procurement process.



## PART 6 RESULTING CONTRACT CLAUSES

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

### 6.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirement in accordance with, and at the prices set out in, the Contract. This includes:
- (i) providing maintenance and support services for the Hardware during the Hardware Maintenance Period;
- to one or more locations to be designated by Canada.
- (b) **Client:** Under the Contract, the "Client" is Shared Services Canada. The Contracting Authority, upon written notification to the Contractor, may re-designate the Client under this Contract.
- (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.

### 6.2 Standard Clauses and Conditions

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

In all clauses and conditions identified in the Contract, all reference to the Minister of Public Works and Government Services should be deleted and replaced with the Minister of Shared Services Canada. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with Shared Services Canada.

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

(a) **General Condition**

2030 (2018-06-21), General Conditions – Higher Complexity - Goods, are incorporated by reference into and form part of the Contract.

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"

(b) **Supplement General Conditions**

4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software



**6.3 Security Requirement**

There is no security requirement for this contract.

**6.4 Contract Period**

The contract begins May 01, 2022 and ends April 30, 2023

**6.5 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in Annex B.

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

**6.6 Authorities**

(a) Contracting Authority

The Contracting Authority for the Contract is:

Name:	Dimeji Temidire
Title:	Procurement Officer
Organization:	Shared Services Canada, Enterprise IT Procurement (EITP)
Address:	180 Kent Street, Ottawa, Ontario, K1P 0B6
Telephone:	#613-618-2048
E-mail address:	<a href="mailto:dimeji.temidire@canada.ca">dimeji.temidire@canada.ca</a>

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

(b) Technical Authority

The Technical Authority for the Contract is:

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

The Technical Authority is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to



the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(c) Contractor's Representative

The Contractor Representative for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

6.7 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.8 Basis of Payment

- (a) **Purchased Hardware, Software and Licensing:** For providing the Hardware, Software and Licensing in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex A, DDP destination, including all customs duties, Applicable Taxes extra.
- (b) **Hardware Maintenance and Support:** For maintenance and support of the Hardware in accordance with the Contract, Canada will pay the Contractor, in advance, the firm annual price set out in Annex A, DDP destination, including all customs duties, Applicable Taxes extra.
- (c) **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.
- (d) **Limitation of Expenditure:** 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.
- (e) **Economic price adjustments in firm price contracts:** The contractor will be permitted to make a price adjustment of up to 6% of the firm price and adjustable on a per-deliverable basis once per contract year.  
 SSC reserves the right to discontinue use of the contract as per Part 6 Resulting Contract Clauses; Section 6.3; Sub Section (a): General Conditions.

6.9 Method of Payment – Multiple Payments

H1001C (2008-05-12), Multiple Payments



#### 6.10 **Advance Shipping Notice**

The Contractor should submit an advance shipping notice through the SSC P2P portal to notify SSC of the pending delivery of the goods under this Contract within 24 hours after shipping the goods. For ongoing or continuing services, the advance shipping notice will not be necessary as the Contractor must provide invoices in accordance with the invoicing instructions provided in the Contract.

#### 6.11 **Invoicing Instructions**

- (a) The Contractor must submit invoices electronically through the SSC P2P portal in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method.
- (b) For Purchase Orders, the Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.
- (c) If the Contractor submitted an advance shipping notice, the invoice should be linked to this advance shipping notice in the SSC P2P portal. The Contractor may link more than one advance shipping notice to the invoice. The invoice must match the total quantity and price of the advance shipping notices.
- (d) 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.
- (e) The Contractor must provide a digital copy of the invoice as an attachment through P2P.

#### 6.12 **Certifications**

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

#### 6.13 **Applicable Laws**

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

#### 6.14 **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 Manual clauses incorporated by reference in these Articles of Agreement;
- (b) general conditions 2030 (2018-06-21) – Higher Complexity - Goods
- (c) Annex B – List of Deliverables and Prices



- (d) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*), not including any provision SACC Manual clauses in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

#### 6.15 Foreign Nationals (Canadian Contractor)

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

#### 6.16 Insurance

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

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

#### 6.17 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 Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
    - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
    - B. physical injury, including death.
  - (ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
  - (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
  - (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph (i)(A) above.
  - (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:





- A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$2 million.
  - C. In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$2 million, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- (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 Sub-article 16.3.1, with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
  - (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

#### 6.18 **Safeguarding Electronic Media**

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



**6.19 Access to Canada's Property and Facilities**

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.



## ANNEX A – STATEMENT OF WORK

### SOLARWINDS MAINTENANCE AND SUPPORT

#### 1.0 Objective

Shared Services Canada (SSC) require **SolarWinds Maintenance and Support** on the inventory listed in Annex B-Inventory and Pricing, and as described in Annex A – Statement of Work (SOW).

#### 2.0 Background

SSC owns SolarWinds software & license products for use on its networking infrastructure. SSC has a requirement for continued maintenance & support coverage of these SolarWinds licences and subscriptions required to maintain existing and new network infrastructure across Canada.

#### 3.0 Scope

The initial contract period is 12 months. SSC will include three (3) one-year option periods.

#### 4.0 Deliverable – SolarWinds Maintenance and Support Scope

##### 4.1 SolarWinds Maintenance and Support

The contractor must provide direct Original Equipment Manufacturer (OEM) SolarWinds Customer Support service, which provides the following support features:

- 24x7 technical support via phone and email.
- Access to software maintenance releases and major upgrades.
- Access to SolarWinds support website documentation and knowledge base.
- Virtual Training Classes
- Access to SolarWinds support (<https://support.solarwinds.com/professional-support>)

##### 4.2 Service Levels

For each line item on the list of deliverables (Annex B), the contractor must quote and provide SolarWinds maintenance and support services based on the following SolarWinds support level:



Service Level	Description
<b>PROFESSIONAL</b>	Support for all SolarWinds products; Support from SolarWinds global team 24 a day, seven days a week; Email escalation process; <a href="https://support.solarwinds.com/professional-support">https://support.solarwinds.com/professional-support</a>

#### 4.3 Service Guide

The Contractor must provide a Service Guide to the Technical Authority within five (5) business days of being awarded the contract. The Service Guide must include the following:

- Support service description;
- Technical support contact information and procedures;
- Escalation contact information and procedures.

#### 4.4 Account Manager & Escalation Contacts

The Contractor must provide contact information (name, telephone number and email address) for the Account Manager and two (2) Escalation Contacts to the Technical Authority within five (5) business days of being awarded the contract.

The Account Manager or a delegated substitute must respond to any request from the Technical Authority by telephone or email within two (2) business days. The Account Manager must be available within three (3) business days to meet in person or by conference call with the Technical Authority.

The Escalation Contacts will be contacted in the event the Account Manager is not responsive within the established timeline. One of the Escalation Contacts must be a director or executive-level resource.

#### 4.5 Maintenance Reports

##### 4.5.1 Service Request Report

The Contractor must provide a yearly Service Request (SR) activity report to SSC, which provides a summary of service requests, including the following information for each SR:

- Date and time of the SR;
- SR Details Report including purpose and severity of the SR;
- Name, phone number and e-mail of service requestor.



## 5.0 Constraints

### 5.1 Service Additions

SSC reserves the right to acquire additional maintenance and support services up to 50% of the initial contract value, including option periods.

### 5.2 Service Cancellation

SSC reserves the right to remove equipment listed in Annex B – List of Inventory and Pricing from the Contract upon thirty (30) days written notice to the Contractor.

### 5.3 Service Invoicing

The contractor must invoice SSC separately by FA Code as per the deliverables in Annex B –Inventory and Pricing. Invoicing will occur on a yearly basis in advance.

### 5.4 Escalation

In the event that a service calls or service request cannot be fulfilled within the contractor's existing timeframes, SSC must be notified according to the following escalation table:

Elapsed Time	Up to 24 hours	Over 24 hours
Contact	TBD	TBD



**Annex B – List of Deliverables and Prices**

See attached Annex B



## Annex C – Supply Chain Integrity (SCI) Assessment

### 1. SCI REQUIREMENT

In order to remain a Bidder and to be eligible to bid on any solicitation associated with this procurement process, each Bidder will need to be qualified in the Supply Chain Integrity assessment.

#### Definitions

The following words and expressions used with respect to Supply Chain Integrity assessment have the following meanings:

- (a) **“Product”** means any hardware that operates at the data link layer of the OSI Model (Layer 2) and above; any software; and any Workplace Technology Devices;
- (b) **“Workplace Technology Device”** means any desktop, mobile workstation (such as a laptop or tablet), smart phone, or phone, as well as any peripheral item or accessory such as a monitor, keyboard, computer mouse, audio device or external or internal storage device such as a USB flash drive, memory card, external hard drive or writable CDs and DVDs or other media;
- (c) **“Product Manufacturer”** means the entity that assembles the component parts to manufacture the final Product;
- (d) **“Software Publisher”** means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products;
- (e) **“Canada’s Data”** means any data originating from the Work, any data received in contribution to the Work or any data that is generated as a result of the delivery of security, configuration, operations, administration and management services, together with any data that would be transported or stored by the contractor or any subcontractor as a result of performing the Work under any contract resulting from a subsequent solicitation; and
- (f) **“Work”** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any contract resulting from a subsequent solicitation.

#### Ongoing Qualification Submission Requirements

A supply chain scope diagram is attached below under Section 3 to provide a visual representation of the Supply Chain Integrity (SCI) process and assessment requirements described in further detail below.

If requested by SSC, bidders must submit, prior to contract award, the following Supply Chain Security Information (SCSI):

- 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, that would be used and/or installed by the Bidders or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product;
  - (i) **Location:** identify the where each Product is interconnected with any given network for Canada’s Data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations centre, security operations centre, internet or other public network peering points, etc.);



- (ii) **Product Type:** identify the generally recognized description used by industry such as hardware, software, etc.; components of an assembled Product, such as module or card assembly, must be provided for all layer 3 internetworking devices;
- (iii) **IT Component:** identify the generally recognized description used by industry such as firewall router, switch, server, security appliance, etc.;
- (iv) **Product Model Name or Number:** identify the advertised name or number of the Product assigned to it by the Product Manufacturer;
- (v) **Description and Purpose of the Product:** identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described in the resulting contract;
- (vi) **Source:** identify the Product Manufacturer, Software Publisher and/or Original Equipment Manufacturer of embedded components;
- (vii) **Name of Subcontractor:** in the “SCSI Submission Form” provided with this solicitation, “Name of Subcontractor” refers to the subcontractor that will provide, install or maintain the Product, if the Bidder would not do so itself.

If requested by SSC, Bidders must indicate their legal name and insert a page number as well as the total number of pages. Canada requests that Bidders not repeat multiple iterations of the same Product (e.g., if the serial number and/or the color is the only difference between two Products, they will be treated as the same Product for the purposes of SCSI).

- b) **List of Subcontractors:** The Bidder must provide a list of any subcontractors that could be used to perform any part of the Work (including subcontractors affiliated or otherwise related to the Bidder) pursuant to any resulting contract. The list must include at a minimum:
- (i) the name of the subcontractor;
  - (ii) the address of the subcontractor’s headquarters;
  - (iii) the portion of the Work that would be performed by the subcontractor; and
  - (iv) the location(s) where the subcontractor would perform the Work.

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

## 2. ASSESSMENT OF SUPPLY CHAIN SECURITY INFORMATION:

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.

In conducting its assessment:

- a) 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 submission being disqualified.





- b) 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 bid submission or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.

If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:

- c) 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.
- d) The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 2 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).
- e) 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 previously Bidder will be disqualified and unable to participate in the subsequent procurement phase(s).

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:

- f) qualification pursuant to the SCI assessment 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 any subsequent solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent solicitation;
- g) qualification pursuant to the SCI assessment does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
- h) arising security threats may affect some aspect(s) of a Bidder's Supply Chain Security Information which has become the subject of security concerns. At that point, Canada will notify the Bidder and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above; and
- i) 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.

The Bidder with the lowest BFOP will be notified in writing regarding whether or not they continue to be qualified to proceed to the next stage of the procurement process based on the SCI assessment.

Any Bidder that has qualified based on the SCI assessment will be required to provide the proposed hardware throughout the contract period. Except pursuant to the potential Product



Substitutions, no alternative or additional Products or subcontractors may be proposed by the Bidder. This will be a mandatory requirement of the solicitation process.

By submitting its SCS, the Bidder agrees to the terms of the following non-disclosure agreement (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 regardless of whether or not that information is labeled as classified, confidential, 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 need to know the information as well as a security clearance commensurate with the level of Sensitive Information being accessed, without first receiving the written consent of the Contracting Authority.
- d) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by this Sub-article, accesses the Sensitive Information at any time.
- e) 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.
- f) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. 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.
- g) This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information).



## Form 1 – 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 #
	Email
<b>Bidder's Procurement Business Number (PBN)</b> <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>Information for SACC 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance</b>	Toll-free Telephone #
	Website for Maintenance Service
<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)	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>	
<b>Signature of Authorized Representative of Bidder</b>	



**Form 2 – OEM Certification Form**

**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 – Integrity Form**

Bidders are requested to complete the following Integrity Form and submit with your bid

<b>Adresse de courriel /E-mail Address:</b> <a href="mailto:dimeji.temidire@ssc-spc.gc.ca">dimeji.temidire@ssc-spc.gc.ca</a>
<b>Ministère/Department:</b> <b>Shared Services Canada (SSC)</b>
<b>Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier</b>
<b>Adresse du fournisseur / Supplier Address</b>
<b>NEA du fournisseur / Supplier PBN</b>
<b>Numéro de la demande de soumissions (ou numéro du contrat proposé) Solicitation Number (or proposed Contract Number)</b>
<b>Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name)</b>
<b>1. Membre / Director</b>
<b>2. Membre / Director</b>
<b>3. Membre / Director</b>
<b>4. Membre / Director</b>
<b>5. Membre / Director</b>
<b>6. Membre / Director</b>
<b>7. Membre / Director</b>
<b>8. Membre / Director</b>
<b>9. Membre / Director</b>
<b>10. Membre / Director</b>
<b>Autres Membres/ Additional Directors:</b>