



SHARED SERVICES CANADA

Request for Proposal (RFP) for Government Contact Centre Services (GCCS) – Stream 1: Enterprise Contact Centre Services (ECCS)

Solicitation No.	BPM010227	Date	insert
File GCDOCS No.	N/A	GETS Reference No.	insert

Issuing Office	Shared Services Canada 180 Kent Street, 13 th Floor Ottawa, Ontario K1P 0B5		
Contracting Authority (The Contracting Authority is the contact for all questions and comments about this document)	Name		
	Telephone No.		
	Email Address		
	Postal Address	K1P 0B6	
Closing Date and Time	insert		
Time Zone	Eastern Standard Time (EST)		
Destination of Goods/Services	insert		
Email Address for Bid Submission by the Closing Date			



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Request for Proposal (RFP) for Government Contact Centre Services (GCCS) – Stream 1: Enterprise Contact Centre Services (ECCS) Requirement

1. General Information

1.1 Introduction

The Government of Canada (GC / Canada) established Shared Service Canada (SSC) on August 4, 2011. SSC is a federal government department acting as a shared services organization providing modern, reliable and secure electronic Mail, Data Centre, and Network services to Clients in accordance with the Shared Services Canada Act. 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. In addition to the Government of Canada, SSC may also serve a government of a province or municipality in Canada, a Canadian aid agency, a public health organization, an intergovernmental organization or a foreign government.

GC Contact Centre Services (GCCS) provide SSC Clients with technology to allow internal/external clients and stakeholders to access GC information and services. Contact Centres are vital for Canadians and their businesses to gain ready access to information, services, and support from GC departments and agencies such as taxes, social services and benefits, immigration and regulatory obligations.

The impending expiry of existing contracts for GCCS and the need to modernize Contact Centre services requires that Canada ensure business continuity while modernizing Contact Centre technology and service delivery. Requirements issued against the GCCS – Stream 1: Enterprise Contact Centre Services (ECCS) Supply Arrangement (SA) will allow Canada ensure service continuity for traditional contact centre features and functions that are quickly able to adapt against evolving security threats and challenges.

GCCS includes new options in communicating with Service Agents beyond voice communication (e.g. web, text, chat, email, videoconference, etc.); automated information sources; convenient automatic call-back and self-service options; and special electronic access for those with disabilities. It will also improve the overall efficiency and reliability of the service, while significantly reducing the risk of service outages.

1.2 Overview and Scope of the Requirement

- a) **Nature of Requirement:** Canada has a requirement to provide ECCS for SSC clients.
 - i) The scope of this requirement includes **insert**.
- b) **Potential Client Users:** This solicitation is being issued by SSC to provide ECCS to SSC clients (partners, agencies, crown corporations, and other government departments as requested). In addition, the Minister designated for the purposes of the SSC Act may provide the services specified through SSC to "a government of a province or municipality in Canada, a Canadian aid agency, a public health organization, an intergovernmental organization or a foreign government, so long as there are no additional costs incurred by or additional resources allocated by SSC" as per Order In Council (OIC) 2015-1071. This



process will not preclude SSC from using another method of supply for any of its clients with the same or similar needs.

- c) **Number of Contract(s):** insert
- d) **Term of Contract:** insert
- e) **Only Pre-Qualified Suppliers Eligible to Submit a Bid:** During the RFP phase of the procurement process for this requirement, SSC pre-qualified Suppliers. For this RFP phase, only those suppliers who are currently pre-qualified as of the date the solicitation close are eligible to submit a bid for this solicitation.

1.3 Applicable Trade Agreements

The following trade agreements apply to this procurement process:

- a) Canadian Free Trade Agreement;
- b) World Trade Organization Agreement on Government Procurement;
- c) Canada-Chile Free Trade Agreement;
- d) Canada-Colombia Free Trade Agreement;
- e) Canada-Peru Free Trade Agreement;
- f) Canada-Panama Free Trade Agreement;
- g) Canada-Honduras Free Trade Agreement; and
- h) Canada-Israel Free Trade Agreement.

1.4 Comprehensive Land Claims Agreements

The objective of CLCAs is to generate socio-economic benefits for Aboriginal people in specific land claim agreement areas. For example, this could include but is not limited to sub-contracting and/or training Aboriginal firms.

Insert applicable clauses for requirement.

1.5 SSC's Role in Promoting Accessibility

Insert applicable clauses for requirement.

1.6 Policy on Green Procurement

Insert applicable clauses for requirement.

1.7 Conflict of Interest or Unfair Advantage

- a) As set out in SSC's Standard Instructions, a bid can be rejected due to an actual or apparent conflict of interest or unfair advantage.
- b) In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a response in the following circumstances:
 - i) if the Bidder, any of its affiliates or subcontractors, or any of their respective employees or former employees was involved in any manner in the preparation of the strategies and documentation related to this procurement process or is in any situation of conflict of interest or appearance of conflict of interest; or
 - ii) if the Bidder, any of its affiliates or subcontractors, or any of their respective employees or former employees had access to information related to the RFP that



was not available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

- c) Bidders who are in doubt about a particular situation should contact the Contracting Authority during the question period for the solicitation. By submitting a response, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.
- d) **Previous Experience:** The experience acquired by a Bidder who is providing or has provided the same or similar goods and services described in the RFP to Canada in the past will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest.
- e) **Making Representations:** If Canada intends to reject a response under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before Canada makes a final decision. The Contracting Authority will provide the Bidder with a minimum of 5 Federal Government Working Days (FGWDs) to make its representations, which will normally be required in writing.

1.8 Bidder

- a) **Definition of Bidder:** In the RFP, "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a response. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
- b) **Legal Capacity:** The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, any requested supporting documentation indicating the laws under which it is registered or incorporated, together with the registered or corporate name of the Bidder and its place of business.
- c) **Responses not Assignable or Transferable:** Substitute Bidders will not be accepted. The Bidder will not be permitted to assign or transfer its response.
- d) **Procurement Business Number:** Bidders are required to have a Procurement Business Number (PBN) before the award of any resulting contract. Bidders may register for a PBN online at <https://srisupplier.contractsCanada.gc.ca/>. For non-Internet registration, Bidders may contact the information line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

2. Bidder Instructions

2.1 Standard Instructions, Clauses and Conditions

- a) Public Services and Procurement Canada's 2003 Standard Instructions - Goods or Services - Competitive Requirements (bearing the most recent date before the date this solicitation was issued) is incorporated by reference into and forms part of this solicitation.
- b) All instructions, clauses and conditions identified in this document or any of its attachments by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada. These instructions, clauses and conditions are incorporated by reference and they form part of this document as though they were expressly set out here in full.



- c) By submitting a response, the Bidder is confirming that it agrees to be bound by all the instructions, clauses and conditions of the RFP.

2.2 P2P

- a) SSC uses the “P2P” (Procure to Pay) tool. Bidders must register in the SSC P2P portal in order to:
 - i) view and access the RFP from SSC;
 - ii) submit a response to the RFP;
 - iii) receive updates; and
 - iv) receive amendments to the RFP.
- b) To register, please go to <https://sscp2pspc.ssc-spc.gc.ca> and click “Register Now”. Bidders intending to submit a response are also encouraged to send an e-mail notification to the Contracting Authority indicating their intention to submit a response.

2.3 Submission of Responses

Responses must be submitted to Shared Services Canada by the date, time and address indicated on page 1 of the RFP.

2.4 Enquiries and Comments during the RFP Period

- a) **Single Point of Contact:** To ensure the integrity of the competitive procurement process, questions and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the response being declared non-compliant.
- b) **Deadline for Asking Questions:** Unless otherwise indicated in the RFP, all questions and comments regarding the RFP must be submitted by email to the Contracting Authority no later than **10 calendar days** before the closing date of the RFP. Questions received after that time may not be answered.
- c) **Content of Questions:** Bidders should reference as accurately as possible the numbered item of the RFP to which the question relates. Bidders should explain each question in sufficient detail in order to allow Canada to provide an accurate answer. Any questions that a Bidder believes include proprietary information must be clearly marked “proprietary” at each relevant item. Items identified as proprietary will be treated as such unless Canada determines that the question 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 edited question and answer can be provided to all Bidders. Questions not submitted in a form that can be provided to all Bidders may not be answered by Canada.

2.5 Electronic Submission of Questions and Answers through P2P

Bidders who wish to be certain of receiving a reply to a question must submit all questions through P2P to the Contracting Authority, no later than 10 calendar days prior to the RFP closing date. Enquiries received after that time may not be answered.

2.6 Solicitation Documents

SSC is not responsible for and will not assume any liabilities whatsoever for the information found on websites of third parties. SSC will not be sending notifications to Bidders for updates and amendments to the RFP. Instead, SSC will post all updates, amendments, questions received and the answers on P2P. Bidders are solely responsible for consulting P2P regularly for the most up-to-date information for the RFP. SSC will not be liable for any oversight by the Bidder, nor for notification services offered by a third party.



2.7 Previous Requirements

Bidders should not assume that specifications or practices from previous procurements or contracts will continue to apply, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.8 Applicable Laws

This procurement process and any resulting contract will be interpreted and governed, and the relations between the parties determined, by the laws in force in one of the provinces or territories of Canada. Each Bidders may indicate in its **Bid Submission Form (Annex A)** which of the provinces or territories it wishes to apply. If the Bidder does not indicate which province or territory it wishes to apply, the laws of the Province of Ontario will apply automatically.

2.9 Language

Bidders are requested to identify in the **Bid Submission Form (Annex A)** which of Canada's two official languages it will use for future communications with Canada and, if successful in the RFP evaluation.

2.10 Response Costs

Canada will not reimburse any Bidder for costs incurred to prepare or submit a response. These costs, as well as any costs incurred by Bidders in relation to the evaluation of the response, are the sole responsibility of Bidders. Any expenses that the Bidder incur in relation to any resulting contract or other instrument prior to the award of that instrument are entirely at the risk of the Bidder.

2.11 Property of Canada

All submissions whether received on time or not will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act, the Privacy Act and any other applicable laws.

2.12 Submissions Must Be Complete

Unless otherwise specified in the solicitation, Canada will evaluate only the documentation provided with the bid. Canada will not evaluate information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.



3. Response Preparation Instructions

3.1 General Instructions

- a) SSC's Standard Instructions for Procurement Documents No. [1.4] ("**SSC's Standard Instructions**") are incorporated by reference into and form part of the solicitation. If there is a conflict between the provisions of SSC's Standard Instructions and this document, this document prevails.
- b) Bidders intending to submit a response are encouraged to send an e-mail notification to the Contracting Authority indicating their intention to submit a response.
- c) Once the closing date and time of the RFP has passed, Bidders will not be able to submit a response.
- d) Bidders may submit response documents that can be opened with either Microsoft Word or Microsoft Excel and Adobe Reader.
- e) Bidders that submit response documents in other formats do so at their own risk, as Canada may be unable to read them.
- f) A response withdrawn after the RFP closing date and time cannot be resubmitted.
- g) Pricing is a requirement of this RFP and should be included in the response.
- h) Canada requests that no promotional materials be included with the response.

3.2 Electronic Submission of Responses through P2P

- a) All responses must be submitted via the SSC P2P portal to the SSC Contracting Authority by the closing date and time indicated in the SSC P2P portal with respect to the RFP. Only responses submitted through the SSC P2P portal will be considered.
- b) After the RFP closing date, the P2P system will not permit a Bidder to submit a response.
- c) If the P2P portal is unavailable for any reason during any part of the 4 hours immediately before the RFP closing date and time, Bidders are requested to **contact the Contracting Authority immediately, both by email and by telephone**. If the Contracting Authority confirms that the P2P portal is unavailable for any reason during any part of the 4 hours immediately before the solicitation closing date and time, the Contracting Authority will permit Bidders to submit bid responses via email alternatively. The Contracting Authority will send notice of the alternative bid submission method (email) to those Bidders who have sent an email notification to the Contracting Authority indicating their intention to submit a response.
- d) P2P accommodates individual documents of up to 30MB each. Bidders should ensure that they submit their response in multiple documents, each of which does not exceed 30MB. Bidders may submit as many documents as necessary.
- e) Responses can be modified, withdrawn or resubmitted through P2P before the solicitation closing date and time.
- f) **Availability of Contracting Authority:** During the 4 hours leading up to the RFP closing date, an SSC representative will monitor the email address stephanie.katz@canada.ca and will be available by telephone at the Contracting Authority's telephone number shown on the cover page of this document (although the SSC representative may not be the Contracting Authority). If the Bidder is experiencing difficulties transmitting the email, the Bidder should contact SSC immediately at the Contracting Authority's coordinates provided on the cover page of this document.



- g) **Responsibility for Technical Problems:** By submitting a response, the Bidder is confirming it agrees that Canada is not responsible for:
- i) any technical problems experienced by the Bidder in submitting its response, including attachments rejected or quarantined because they contain malware or other code that is screened out by SSC for security reasons; 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 without that portion of the response. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

3.3 Format for Response

- a) Canada requests that Bidders follow the format instructions described below in the preparation of their response:
- i) Use a numbering system that corresponds to the RFP;
 - ii) Include a title page at the front of each volume of the response that includes the title, date, procurement process number, Bidder's name and address and contact information of its representative; and
 - iii) Include a table of contents.

3.4 Response Preparation Instructions

- a) Canada requests that Bidders provide their response in separate sections as follows:
- i) Bid Submission Form (1 electronic PDF copy sent via P2P);
 - ii) Section I - Technical Response (1 electronic PDF copy sent via P2P);
 - iii) Section II - Financial Response (1 electronic PDF copy sent via P2P). Prices must only appear in the Financial Response. No prices must be indicated in any other section of the response; and
 - iv) Section III - Certifications (1 electronic PDF copy sent via P2P).

3.5 Bid Submission Form (Requested at RFP Closing, Mandatory upon request during evaluation)

Bidders are requested to include a completed **Bid Submission Form (Annex A)** with their response. It provides a common form in which Bidders can provide information required for evaluation. 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.

3.6 Section I - Technical Response (Mandatory at RFP Closing)

- a) **Attachment 3.2 – Technical Requirements Evaluation:** This defines the mandatory technical requirements which Bidders must address in their response.
- b) The response should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which they will be evaluated. To facilitate the evaluation of the response, Canada requests that Bidders address and present topics in the order of the technical evaluation criteria under the same headings. To avoid duplication, Bidders may



refer to different sections of their response by identifying the specific paragraph and page number where the subject topic has already been addressed.

- c) The response may refer to additional documentation submitted with the response. Valid forms of technical documentation reference material include, but are not limited to:
 - i) Screen captures, clearly legible, with text explanations.
 - ii) Technical or end-user documentation: If this documentation is stored within a website, extract the supporting information and insert it in the response or attach the documentation as an annex. Clearly indicate what portions of the text (pages and paragraphs) provide the demonstration required.
- d) Bidders should be aware that any reference to a URL that requires Canada to download information from an Internet site to validate or supplement any part of the response will not be accepted and the information will not be considered in evaluating the response.

3.7 Section II - Financial Response (Mandatory at RFP Closing)

Attachment 3.1 - Service Catalogue: Bidders must submit their financial offer in accordance with Attachment 3.1 - Service Catalogue. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. All prices/rates submitted in Attachment 3.1 Service Catalogue must be firm and quoted in Canadian dollars. Taxes must be excluded.

3.8 Certifications (Requested at RFP Closing, Mandatory upon request during evaluation):

Bidders are requested to submit all certifications required under **Annex C**. If the certifications are not submitted with the Response, the Contracting Authority will provide the Bidder with the opportunity to do so. Failure to comply with the request of the Contracting Authority and provide any required information within the requested time period will result in the response being disqualified.

Federal Contractors Program for Employment Equity Certification	Required – please provide the information in the Bid Submission Form
Former Public Servants Certification	Required – please provide the information in the Bid Submission Form
Vendor Integrity Form	Required – please provide the information in the Bid Submission Form Upon request, the bidder must also provide any further information requested by the CA pursuant to Section 1 of PSPC Standard Instructions 2003. Providing the information when requested during the evaluation period is mandatory.

3.9 Submission of Only One Response

- a) A Bidder can be an individual, a sole proprietorship, a corporation, a partnership or a joint venture.
- b) Each Bidder (including related entities) will be permitted to qualify only once. If a Bidder or any related entities participate in more than one Response, (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 FGWDs to identify the single Response to be considered by Canada. Failure to meet this deadline



may result in all the affected responses being disqualified or in Canada choosing, in its discretion, which of the responses to evaluate.

- c) For the purposes of this article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is an individual, corporation, partnership, etc.) an entity will be considered to be “related” to a Bidder if:
 - i) They are the same legal entity as the Bidder (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - ii) The entity and the Bidder are “related persons” or “affiliated persons” according to the *Canada Income Tax Act*;
 - iii) The entity and the Bidder have now or in the two years before the RFP closing date had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - iv) The entity and the Bidder 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.
- d) Any individual, sole proprietorship, corporation, or partnership that is a Bidder as part of a joint venture cannot submit another response on its own or as part of another joint venture.
- e) By submitting a response, the Bidder is certifying that it does not consider itself to be related to any other Bidder.



4. Security, Financial and Other Requirements

4.1 Security Clearance Requirement

- a) Bidders must meet the security requirements set out in the **Security Requirements Checklist (SRCL) (Annex D)**.
- b) **Timing:** Bidders should take steps to obtain the required security clearances promptly. Any delay in obtaining the required security clearances may result in the disqualification of the Bidder from the RFP process.
- c) **PSPC Conducts Clearance Process:** SSC has an arrangement with the Department of Public Services and Procurement Canada to process security clearances and does not control the process itself. It can be a lengthy process and Bidders should initiate it as soon as possible. For additional information on security requirements, Bidders should refer to the Industrial Security Program website at <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>.
- d) **Joint Venture Bidder:** Unless otherwise specified in the solicitation, in the case of a joint venture Bidder, each member of the joint venture must meet the security requirements.

4.2 SCSi Submission

- a) The response must include all the Supply Chain Security Information required by **Annex F**.
- b) Upon request, the bidder must also provide any further information requested by the CA pursuant to Section 1 of PSPC Standard Instructions 2003. Providing the information when requested during the evaluation period is mandatory.



5. Evaluation Procedures and Basis of Qualification

5.1 General Evaluation Procedures

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

5.2 Technical Evaluation

a) Response Assessment

- i) Responses will be assessed in accordance with all the requirements described in the solicitation, including the evaluation criteria.
- ii) If the solicitation describes several steps in the evaluation process, Canada may conduct steps of the evaluation in parallel. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps.
- iii) 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 "**must**" 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

An evaluation team composed of representatives of Canada will evaluate the RFP responses. Canada may hire any independent consultant, or use any Government resources, to evaluate any RFP 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 Bidders regarding any or all information provided by them with respect to the solicitation.
 - c) Contact any or all references supplied by Bidders to verify and validate any information submitted by either Bidders or their references.
 - d) Request specific information with respect to any Bidder's legal status.

d) Time to Respond

Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request for clarification, verification or additional information.



If Canada seeks clarification or verification or additional information from the Bidder about its response, the Bidder will have 2 FGWDs (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Depending on the nature of the request, failure to meet this deadline may result in the response being declared non-compliant.

If additional time is requested by a Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

5.3 Evaluation of Bid Submission Form

The **Bid Submission Form (Annex A)** will be evaluated for completeness. 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. Failure to comply with the request of the Contracting Authority and provide any required information within the requested time period will result in the response being disqualified.

5.4 Evaluation of Section 1 – Technical Response

Insert for each requirement.

5.5 Evaluation of Section 2 – Financial Response

Insert for each requirement.

5.6 Basis of Selection

Insert for each requirement.

5.7 Supply Chain Integrity (SCI) Assessment Process

- a) The Supply Chain Integrity (SCI) Verification is a mandatory submission requirement at the RFP stage. SCI is an important corporate requirement. Challenged by an increasingly complex cyber threat environment, Canada is committed to applying enhanced security process 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 proposed sub-contractors, products, equipment, software, firmware and services that are procured by SSC meet the required security and supply chain standards.
- b) Canada will assess the Supply Chain Security Information submitted by the Bidder in accordance with **Annex F**. Canada must approve the SCSi in order for the bid to be declared compliant.



6. Certifications

6.1 Compliance with Certifications

- a) Compliance with the Certifications Bidders provided to Canada is subject to verification by Canada during the bid response evaluation period. The Contracting Authority will have the right to ask for additional information to verify the Bidders' compliance with the certifications at any time. The Bidder's response will be disqualified if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also result in the response being disqualified.
- b) Bidders are requested to use **Annex C** to provide the certifications requested below. For a joint venture Bidder, the certifications requested below are required for each member of the joint venture.

6.2 Code of Conduct Certifications

- a) Bidders must comply with the *Code of Conduct for Procurement*, which can be found here: <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>. In addition to the *Code of Conduct for Procurement*, Bidders must a) respond to this RFP in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in this RFP and in the resulting contracts, c) submit RFP responses and enter into contracts only if they will fulfil all obligations of the Contract.
- b) By submitting a response, Bidders confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. The Bidder must provide Canada with updates during this procurement process if any of the information contained in its response changes. The Bidder and any of the Bidder's affiliates will also be required to remain free and clear of any acts or convictions listed further below during the period of any contract resulting from this procurement process.
- c) For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's affiliates if:
 - i) Directly or indirectly either one controls or has the power to control the other, or
 - ii) A third party has the power to control both.

Indicia of control, includes, but is not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified further below that has the same or similar management, ownership, or principal employees, as the case may be.

- d) Upon request by the Contracting Authority, the Bidder must provide a complete list of names of all individuals who are currently directors of the Bidder (in the case of a joint venture, this applies to each of the Bidders). Failure to provide such a list within the required time frame will render the response non-responsive.
- e) Canada may, at any time, request that a Bidder provide a properly completed and Signed Consent Form (Consent to a Criminal Record Verification form – PWGSC-TPSGC 229) for any or all the current directors of the Bidder. Failure to provide such Consent Forms by the deadline provided by the Contracting Authority will result in the response being declared non-responsive.



- f) By submitting a response, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified below, through independent research, use of any government resources or by contacting third parties.
- g) By submitting a response, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).
- h) By submitting a response, the Bidder certifies that no one convicted under any of the provisions under a) or b) would receive any benefit under a contract arising from this procurement process. In addition, the Bidder certifies that, except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates nor any of their directors has ever been convicted of an offence under any of the following provisions:
- i) Paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
 - ii) Section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or
 - iii) Section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
 - iv) Section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
 - v) Section 239 (False or deceptive statements) of the Income Tax Act, or
 - vi) Section 327 (False or deceptive statements) of the Excise Tax Act, or
 - vii) Section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or
 - viii) Section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.
- i) In circumstances in which a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Bidder must provide with its response or promptly thereafter a copy of confirming documentation from an official source. If this documentation has not been received by the time the evaluation of responses is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the response non-responsive.
- j) By submitting a response, Bidders confirm that they understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) further above, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h), when required to do so by law or



legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- i) Only one person is capable of performing the contract;
- ii) Emergency;
- iii) National security;
- iv) Health and safety; or
- v) Economic harm.

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

6.3 Former Public Servant Certification

- a) Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below.
- b) For the purposes of this clause:
 - i) “former public servant” means a former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
 - 1. An individual;
 - 2. An individual who has incorporated;
 - 3. A partnership made of former public servants; or
 - 4. A sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
 - ii) “lump sum payment period” means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
 - iii) “pension” means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S. 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canadian Pension Plan Act, R.S., 1985, c. C-8.
- c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
 - i) Name of former public servant;
 - ii) Date of termination of employment or retirement from the Public Service.
- d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:



- i) Name of former public servant;
 - ii) Conditions of the lump sum payment incentive;
 - iii) Date of termination of employment;
 - iv) Amount of lump sum payment;
 - v) Rate of pay on which lump sum payment is based;
 - vi) Period of lump sum payment including start date, end date and number of weeks; and
 - vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to an FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- f) By submitting a response, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

6.4 Federal Contractors Program – Certification

- a) By submitting a response, 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) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website
- b) Canada will have the right to declare a response 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.
- c) Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.
- d) The Bidder is requested to provide the Contracting Authority with a completed **Annex C – Federal Contractors Program for Employment Equity – Certification**, with their response. If the Bidder is a joint venture, the Bidder must provide the Contracting Authority with a completed certification for each member of the joint venture.

6.5 Vendor Integrity Form

- a) Each Bidder is requested to include a completed **Vendor Integrity Form (Annex C, 3)** with its bid. Using the form to provide the information is not mandatory, but it is recommended. If the form is not included with the bid or if Canada determines that the information required by the form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so before it becomes mandatory. Upon request, the bidder must also provide any further information requested by the CA pursuant to Section 1 of PSPC Standard Instructions 2003. Providing the information when requested during the evaluation period is mandatory.



Annex A - Bid Submission Form

SSC Solicitation No. [Insert No.] Bid Submission Form			
Bidder's full legal name <i>[Note to Suppliers: Suppliers should take care to identify the correct corporation as the Bidder.]</i>			
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name		
	Title		
	Address		
	Telephone #		
	Fax #		
	Email		
Bidder's Procurement Business Number (PBN) <i>[see SSC's Standard Instructions. Please make sure that your PBN 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>			
Former Public Servants Please see the Section of SSC's Standard Instructions entitled "Former Public Servants" for more information. <i>If you are submitting a bid as a joint venture, please provide this information for each member of the joint venture.</i>	Is the Bidder a Former Public Servant in receipt of a pension as defined in SSC's Standard Instructions? If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"	Yes	
		No	
	Is the Bidder a Former Public Servant who received a lump sum payment under the terms of the work force adjustment directive? If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"	Yes	
		No	
Federal Contractors Program for Employment Equity Certification Please see the section of SSC's Standard Instructions entitled "Federal Contractors Program for Employment Equity" for more information. Please check one of the boxes or provide the required information. <i>If you are submitting a bid as a joint venture, please provide this information for each member of the joint venture.</i>	The Bidder certifies having no work force in Canada		
	The Bidder certifies being a public sector employer		
	The Bidder certifies being a federally regulated employer subject to the <i>Employment Equity Act</i>		
	The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time, part-time and temporary employees.		
	The Bidder has a combined workforce in Canada of 100 or more permanent full-time, part-time and temporary employees.		
	Valid and current Certificate number		
	The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour.		
Requested language for future communications regarding this procurement process – please indicate either French or English			
Requested Canadian province or territory for applicable laws			
Bidder's Proposed Site or Premises Requiring Safeguard Measures and document safeguarding security level. <i>If you are submitting a bid as a joint venture, please provide this information for each member of the joint venture.</i>	Street Address with Unit/Apartment, if applicable		
	City		
	Province/Territory/State		
	Postal Code/Zip Code		
	Country		
Security Clearance Level of Bidder	Clearance Level		
	Date Granted		



<p><i>[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></p> <p>If you are submitting a bid as a joint venture, please provide this information for each member of the joint venture.</p>	Issuing Entity (PWGSC, RCMP, etc.)	
	Legal name of entity to which clearance issued	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire solicitation, including the documents incorporated by reference into the solicitation, and I certify and agree that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the solicitation; 2. All the information provided in the bid is complete, true and accurate; and 3. The Bidder agrees to be bound by all the terms and conditions of this solicitation, including the documents incorporated by reference into it. 		
Signature of Authorized Representative of Bidder		



Annex B – Statement of Work



Annex C – Certification Forms

1) Federal Contractors Program For Employment Equity Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a response and/or bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the response evaluation period, bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the response and/or bid non-responsive or will constitute a default under the Contract. For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the RFP closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed **Annex C - Federal Contractors Program for**



Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

2) Former Public Servant Certification Form

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()



If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

3) Vendor Integrity Form

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



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

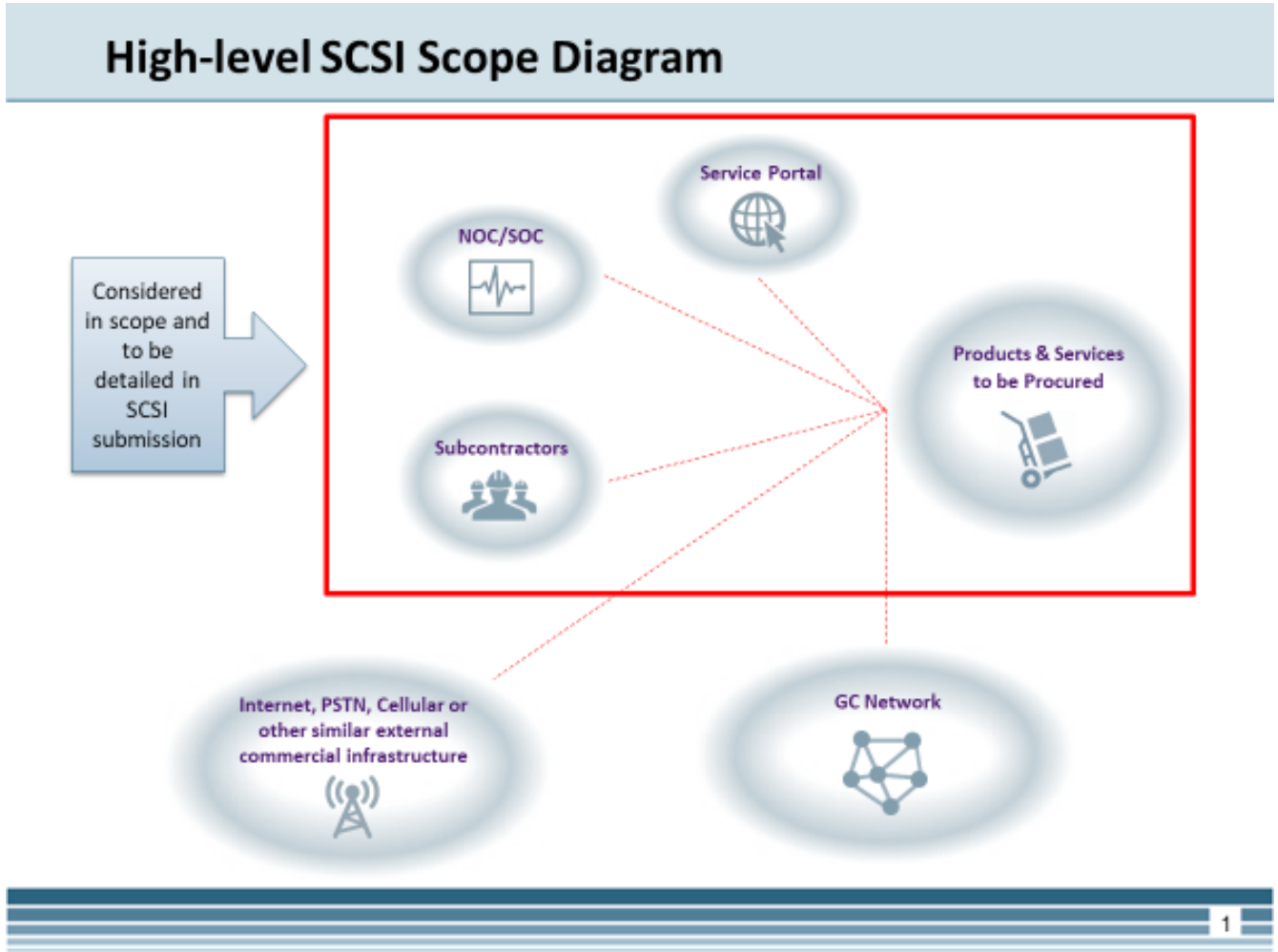


Annex D – Security Requirements Checklist (SRCL)

Provided as a separate document.



Annex E – Supply Chain Scope Diagram





Annex F – SCSI Submission Form

Provided as a separate document.



Annex G – Supply Chain Security Information Assessment

- a) **Condition of Contract Award:** Canada has determined that a thorough assessment of the supply chain associated with the goods and services to be acquired under this solicitation is critical to Canada's national security. To protect information associated with this process, Canada relies on the exception provided in all trade agreements regarding its right not to disclose certain information where doing so would be contrary to the public interest. That information is identified below. In order to be awarded a Contract under the GCCS – Stream 1: Enterprise Contact Centre Services (ECCS) Supply Arrangement, the Bidder must complete the Supply Chain Security Information (SCSI) assessment process and not be disqualified.
- b) **Definitions:** The following words and expressions used with respect to SCSI assessment have the following meanings:
- i) **“Product”** means any hardware that operates at the data link layer of the **Open Systems Interconnection model** (OSI Model) Layer 2 and above; any software; and any Workplace Technology Device;
 - ii) **“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;
 - iii) **“Product Manufacturer”** means the entity that assembles the component parts to manufacture the final Product;
 - iv) **“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;
 - v) **“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 resulting contract; and
 - vi) **“Work”** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any resulting contract.
- c) **Bid Submission Requirements (Mandatory at RFP Closing):**
- i) Bidders must submit with their bids, by the closing date, the following:
 - (A) **Ownership Information** for the Bidder and each of the Original Equipment Manufacturers (OEMs) selected by the Bidder and subcontractors including:
 - (1) Provide their Dunn & Bradstreet number, or:
 - (I) Investors/Shareholders Information:
 - For privately owned companies, the Bidder must provide a list of all its shareholders. If the company is a subsidiary, this information must be provided for all parent corporations.



- For publicly traded companies, the Bidder must provide a list of those shareholders who hold at least 1% of the voting shares;
 - Further information about other shareholders must be provided if requested by Canada;
- (II) A list of all executive level managers (e.g. chief executive officer (CEO), chief financial officer (CFO), chief operating officer (COO), and chief information officer (CIO) (and further information about the members of the Board of Directors must be provided if requested by Canada) Board of Directors (and further information about the members of the Board of Directors must be provided if requested by Canada);
- (III) In the case of partnerships, a list of all the partners (and further information about the partners must be provided if requested by Canada); and
- (IV) **In the case of a joint venture, the above information must be provided for each member of the joint venture; and**
- (2) Corporate Website link
- (B) **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:
- (1) **OEM:** identify the name of the Original Equipment Manufacturer (OEM).
 - (2) **Product Code:** Enter the OEM's code for the product.
 - (3) **Product Family or Product Model Name/Number:** identify the advertised family or name/number of the Product assigned to it by the OEM;
 - (4) **Product Website Link:** A URL to the product family on the OEM's website, or a URL to the OEM's specific model and version.
 - (5) **Vulnerability Information:** If the OEM participates in the Common Vulnerability Enumeration (CVE) disclosure process, provide the 5 most recent CVE identifiers in a semi-colon (;) separated list. If the OEM has alternative methods to report security vulnerabilities to customers, the 5 more recent advisories / bulletins from the vendor, related to the Model / Version in question, must be provided. Submitting the information set out above is mandatory. Canada requests that Bidders provide the IT Product List information by using the SCSI Submission Form, but the form in which the information is submitted is not itself mandatory. Canada also requests that, on each page, Bidders indicate their legal name and insert a page number as well as the total number of pages. Canada further requests that Bidders insert a separate row in the SCSI Submission Form for each Product. Finally, Canada requests that Bidders not repeat multiple iterations of the same Product (e.g., if the serial number and/or the colour is the only difference between two Products, they will be treated as the same Product for the purposes of SCSI).
- (C) **Network Diagrams:** one or more conceptual network diagrams that collectively show the complete network proposed to be used to perform the Work described in this bid solicitation. The network diagrams are only required to include



portions of the Bidder's network (and its subcontractors' networks) over which Canada's Data would be transmitted in performing any resulting contract. As a minimum, the diagram must show:

- (1) the following key nodes for the delivery of the services under any resulting contract:
 - (I) service delivery points;
 - (II) core network; and
 - (III) subcontractor network(s) (specifying the name of the subcontractor as listed in the List of Subcontractors);
- (2) the node interconnections, if applicable;
- (3) any node connections with the Internet; and
- (4) for each node, a cross-reference to the Product that will be deployed within that node, using the line item number from the IT Product List.

d) **Assessment of Supply Chain Security Information:**

- i) Canada will assess whether, in its opinion, the SCSi 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.
- ii) 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 SCSi. 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.
 - (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 or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the SCSi.
- iii) If, in Canada's opinion, there is a possibility that any aspect of the SCSi, if used by Canada, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
 - (A) Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the SCSi 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, it will not be in the public interest 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 SCSi (either during this process of following the award of any contract).
 - (B) The notice will provide the Bidder with a minimum of 3 opportunities to submit revised SCSi in order to address Canada's concerns. The first revised SCSi must be submitted 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). If concerns are identified by Canada regarding the first revised SCSI submitted after bid closing, the second revised SCSI must be submitted within **5 calendar days** (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the second revised SCSI submitted after bid closing, the third revised SCSI must be submitted within **3 calendar days** (or a longer period specified in writing by the Contracting Authority). **With respect to the revised SCSI submitted each time, the Bidder must indicate in its response whether the revision affects any aspect of its technical bid or certifications. The Bidder will not be permitted to change any price in its bid but will be permitted to withdraw its bid if it does not wish to honour the pricing as a result of required revisions to the SCSI.** Each time the Bidder submits revised SCSI within the allotted time, Canada will perform a further assessment of the revised SCSI and the following will apply:

- (1) If, in Canada's opinion, there is a possibility that any aspect of the Bidder's revised SCSI could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, the Bidder will be provided with the same type of notice described under paragraph (e)(iii)(A) above. If, in Canada's opinion, the third post-bid-closing revised SCSI submission still raises concerns, any further opportunities to revise the SCSI will be entirely at the discretion of Canada and the bid may be disqualified by Canada at any time.
 - (2) If the bid is not disqualified as a result of the assessment of the SCSI (as revised in accordance with the process set out above), after receiving the final revised SCSI, Canada will assess the impact of the collective revisions on the technical bid and certifications to determine whether they affect:
 - (I) the Bidder's compliance with the mandatory requirements of the solicitation.
 - (3) If Canada determines that the Bidder remains compliant in accordance with the process described above, the Contracting Authority will recommend the bidder to be awarded a Supply Arrangement, subject to the provisions of the bid solicitation.
 - (4) If Canada determines that, as a result of the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Bidder is no longer compliant, Canada will deem the bid non-compliant.
- iv) 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. As a result:
- (A) a satisfactory assessment does not mean that the same or similar SCSI will be assessed in the same way for future requirements; and
 - (B) during the performance of any contract resulting from this bid solicitation, if Canada has concerns regarding certain products, designs or subcontractors originally included in the SCSI, the terms and conditions of that contract will govern the process for addressing those concerns.



- e) By submitting its SCSI, and in consideration of the opportunity to participate in this procurement process, the Bidder agrees to the terms of the following non-disclosure agreement (the “**Non-Disclosure Agreement**”):
- i) The Bidder agrees to keep confidential and store in a secure location any information it receives from Canada regarding Canada’s assessment of the Bidder’s SCSI (the “**Sensitive Information**”) including, but not limited to, which aspect of the SCSI is subject to concern, and the reasons for Canada’s concerns.
 - ii) 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 labelled as classified, confidential, proprietary or sensitive.
 - iii) 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 and has a security clearance commensurate with the level of Sensitive Information being disclosed, without first receiving the written consent of the Contracting Authority.
 - iv) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by the previous Sub-article, accesses the Sensitive Information at any time.
 - v) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at the RFP 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 a review of the Bidder’s status as an eligible Bidder for other requirements.
 - vi) 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.
 - vii) 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 (i.e., Sensitive Information that is known, but not committed to writing) 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). Canada may require that the Bidder provide written confirmation that all hard and soft copies of records that include Sensitive Information have been returned to Canada.



Annex H – Resulting Contract Clauses (for Resulting RFPs issued under the Supply Arrangement)

1.1 Requirement

- 1.1.1 This is a contract between _____ (the “Contractor”) and Her Majesty the Queen in Right of Canada, as represented by the Minister of State (Digital Government), who presides over Shared Services Canada (“Canada”), for the provision of Government Contact Centre Services (GCCS) – Stream 1: Enterprise Contact Centre Services (ECCS) (herein referred to as ECCS).
- 1.1.2 The Contractor agrees to supply to Canada the fully managed Services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. As part of the Work, the Contractor must:
 - 1.1.2.1 secure all consents and intellectual property rights (including licensing rights) that may be necessary in order to deliver Services; and
 - 1.1.2.2 design, provide, manage, configure, support and maintain all the hardware, software and firmware it uses to deliver Services as required to meet all the requirements of the Contract. Given that the Contractor is providing a managed service, Canada acknowledges that the Contractor retains ownership (or is the licensee, as the case may be) for all hardware, software and firmware that the Contractor uses to perform the Work.

1.2 Evolution of Services

- 1.2.1 In light of the fact that technology and business models evolve quickly in the network services market, the Contractor acknowledges that Canada’s intention is to offer robust, comprehensive, and up-to-date services to its users throughout the Contract Period.
- 1.2.2 The Contractor agrees to offer all improvements to Services it is offering to any other customer as part of its standard services, at no additional charge to Canada. For improvements to Services that the Contractor is not offering to its other customers as part of its standard services, the parties may agree to add these improvements negotiated on a case-by-case basis and, if successfully concluded, will be documented by a formal Contract Amendment issued by the Contracting Authority. Where the Basis of Payment is affected by any negotiated changes to the Service, Canada may require the Contractor to substantiate the proposed pricing, as described in article Prices to be Negotiated.
- 1.2.3 The Contractor is responsible for all enhancements, expansions, and upgrades that are necessary to Services during the term of the Contract to accommodate any increase in the usage and capacity of Services by Canada.
- 1.2.4 The Contractor agrees to advise the Technical Authority of all technological (including without limitation technological enhancement, augmentation or replacement) administrative and commercial improvements that affect Services and, on Canada’s request, implement improvements recommendations for all processes and procedures.
- 1.2.5 Service Catalogue Items can be added to the Service Catalogue for new Service features and functionality. The price of these Service Catalogue updates will be negotiated on a case-by-case basis (as set out in the Article entitled “Basis of Payment”) and will be reflected in a Contract Amendment.
- 1.2.6 Whether or not to accept or reject a proposed improvement is entirely within the discretion of Canada. If Canada does not agree to a proposed improvement, the Contractor must

continue to deliver the original Service(s) as and when requested by Canada. If accepted, any improvement to the Services will be documented for the administrative purposes of Canada by a Contract Amendment adding the improvement to the Contract as a Service Catalogue Item available for purchase or by revising the terms and conditions to reflect an enhancement to an existing Service Catalogue Item.

1.3 Standard Clauses and Conditions

1.3.1 **Incorporation by Reference:** 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 or to Public Services and Procurement Canada will be interpreted as references to Shared Services Canada.

1.3.2 General Conditions:

1.3.2.1 The following General Conditions are incorporated by reference:

- a) **2035 (2020-05-28), General Conditions - Higher Complexity - Services**, apply to and form part of the Contract. These General Conditions are amended as follows:
 - A. In Section 2, delete the words: "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16";
 - B. In Subsection 6(1), delete the words "Except as provided in subsection 2" and capitalize the first word remaining in that sentence;
 - C. Subsection 6(2) is deleted;
 - D. In Subsection 6(3), delete the words "other than a subcontract referred to in paragraph 2(a)". Subcontracting is also addressed in a separate Article of these Articles of Agreement entitled "Subcontracting";
 - E. In Subsection 18(1), add the following sentence at the end of the paragraph: "For greater certainty, this includes compliance with all applicable laws in foreign countries where the Work is being performed." and;
 - F. Canada acknowledges and agrees that in addition to the obligations set forth in Section 40, the Contractor's subcontractor(s) may be bound by sanctions imposed by the country in which they are incorporated (e.g. United States). As such, the Contractor, through its subcontractor(s), may be unable to perform the Work as a direct result of the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. In the event that Services are determined to be unavailable due to sanctions, the Contractor will provide an alternative and provide a quotation for the revised service for Canada to review.

1.3.3 Supplemental General Conditions:

1.3.3.1 The following Supplemental General Conditions are incorporated by reference:

- a) **4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information.**

b) **4008 (2008-05-12), Supplemental Conditions – Personal Information** are amended as follows:

A. Subsection 05 (b) is replaced with the following:

segregate all Personal Information and Records it maintains on behalf of Canada from the Contractor's own information and records and from any of the Contractor's clients' information and records;

B. Subsection 05 (f) is replaced with the following:

keep a record of all requests made by Canada on behalf of an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Canada on behalf of an individual). Any Record which was the subject of an administrative action, including a request for correction, must be retained for a minimum of 2 years, as prescribed in section 4 of the Privacy Regulations (SOR/83-508);

C. Subsection 05 (i) is replaced with the following:

maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and Canada at any time; and must contain the date, time and source of all updates to each Record;

D. Subsection 05 (j) is replaced with the following:

secure and control access to any hard copy Records including maintaining a record of any modifications or updates made to hard copy Records for a minimum of 2 years, as prescribed in section 4 of the Privacy Regulations (SOR/83-508); and

E. Subsection 9 (d) is replaced with the following:

The Contractor must indicate where (physically and geographically) Personal Information in machine-readable format is stored (for example, the location where any server housing a database including any Personal Information is located), including back-ups within 5 FGWDs of a request by Canada.

F. Subsection 9 (e) is replaced with the following:

The Contractor must provide a list of every person to whom the Contractor has granted access to the Personal Information or the Records as well as their security clearance level within 20 FGWDs of a request by Canada.

G. Subsection 10 is replaced with the following:

Canada may audit the Contractor's compliance with these Personal Information provisions at any time. Such audits will be conducted by Canada or a third party designated by Canada.

If requested by the Contracting Authority, the Contractor must provide Canada (or Canada's authorized representative) with access to its premises and to the Personal Information and Records at all times according to the access management and authorization procedures. If Canada identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense

H. Subsection 12 is replaced with the following:

The Contractor must not dispose of any Record, except as instructed by Canada. On request by Canada, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return all Records (including all copies) to Canada in the format requested by Canada or destroy the records in accordance with the article below, but only if instructed by Canada, at no cost to Canada.

- c) If there is any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions prevail.

1.4 Contract Period

1.4.1 The "Contract Period" is the entire period of time during which the Contractor is obliged to perform the Work, which:

- 1.4.1.1 Begins on the date the Contract is awarded; and
- 1.4.1.2 Ends on the date indicated in the Contract.

1.5 Basis of Payment

1.5.1 **Service Catalogue:** The Parties agree that the prices set out in **Annex X - Service Catalogue** represent the complete prices chargeable by the Contractor for providing all of the Services described in the Statement of Work (including all labour, equipment, parts, infrastructure, overhead and any other costs associated with implementing and providing the services), except where the Contract expressly refers to prices to be negotiated on a case-by-case basis or where otherwise noted. The Contractor must not add any other charges of any type or for any reason to invoices rendered under this Contract. The prices set out in **Annex X** do not include the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST).

1.5.2 **Independent Pricing for Individual Service Catalogue:** Item the Parties agree that the pricing for each Service Catalogue Item is independent of the pricing for every other Service Catalogue Item.

1.5.3 Service Catalogue Update

- 1.5.3.1 The prices set out in the Service Catalogue represent ceiling prices for the duration of the Contract Period. Because they are ceiling prices, the Supplier may, at any time, by sending written notice to the SAA, reduce the price for one or more Service Catalogue Items. The original price for each Service Catalogue Item (**when established**) will represent the ceiling price.
- 1.5.3.2 The Parties agree that the pricing for each Service Catalogue Item is independent of the pricing for every other Service Catalogue Item.
- 1.5.3.3 The Supplier cannot increase the price for a Service Catalogue Item without Canada's consent.
- 1.5.3.4 No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Supplier **once pricing is added to the Service Catalogue**.
- 1.5.3.5 Any price adjustment pursuant to this Article will be effective immediately upon receipt by Canada of the written notice from the Supplier; provided, however, that the Supplier may specify that a price adjustment will be effective on the first day of its next billing cycle.

- 1.5.3.6 The Service Catalogue will be treated as a living document, in the sense that it may be the subject of updates that do not require a formal Contract Amendment to be effective.
 - 1.5.3.7 The Supplier must submit its Service Catalogue updates as an Excel document via email initially, while Canada explores options with the Procure to Pay (P2P), Electronic Process and Payment (EPP) system and other Canada tools. Once Canada has identified an alternative system or methodology for submitting these updates, the Supplier must submit its Service Catalogue updates using that system or methodology.
 - 1.5.3.8 The Supplier is not required to resubmit services in its Service Catalogue that have already been submitted. To be considered, all updates must be clearly outlined in the document and highlighted.
 - 1.5.3.9 By submitting a Service Catalogue update, the Supplier is certifying that the change(s) highlighted in the update is/are the only change(s) made to update the Supplier's Service Catalogue.
 - 1.5.3.10 Canada reserves the right to reject or negotiate the requested update prior to processing any Service Catalogue update. If Canada and the Supplier cannot reach an agreement regarding the requested modifications, the Supplier must remove the updated services from the Service Catalogue.
 - 1.5.3.11 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.
 - 1.5.3.12 Canada reserves the right to reject or negotiate the requested update prior to processing any Service Catalogue update. If Canada and the Supplier cannot reach an agreement regarding the requested modifications, the Supplier must remove the updated services from the Service Catalogue.
- 1.5.4 **GST/HST:** The Goods and Services Tax (GST) and the Harmonized Sales Tax (HST) are extra. GST/HST, to the extent applicable, must be incorporated into all invoices and progress claims and will be paid by Canada. GST/HST must be shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST/HST does not apply must be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any GST/HST paid or due.

1.5.5 **Prices to be Negotiated**

- 1.5.5.1 For all items for which the Contract expressly refers to pricing being negotiated (for example, for services added to the SA pursuant to the Sub-article further above entitled "Service Evolution"), upon request by the SAA, the Supplier must submit one or more (as requested) of the following forms of price support for the prices it proposes:
 - a) a current published price list and the percentage discount available to Canada (which must be commensurate with the discount for the other services already being provided to Canada);
 - b) paid invoices for similar goods or services (similar quality and quantity) sold to other customers; if the Supplier is required to keep the identity of its customers confidential, the Supplier may black out any information on these invoices that could reasonably reveal the customer's identity, as long as the Supplier provides, together with the invoices, a certification from its Senior Financial Officer with the profile of the customer (e.g., whether it is a public sector or private sector customer, the customer's size and service locations, and the nature of the goods and/or services it receives from the Supplier), in order to allow Canada to determine whether the goods or

services received by the customer are comparable to those Canada receives from the Supplier;

- c) a price breakdown showing, if applicable, the cost of direct labour, direct materials, purchased items, engineering and plant overheads (if applicable), general and administrative overhead, transportation, markup, etc.; and/or
- d) a price certification from the Supplier.

1.5.6 **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.

1.5.7 **Travel and Living Expenses:** Canada will not pay any travel and living expenses associated with performance of the Work.

1.5.8 **Method of Payment - Monthly Payment**

1.5.8.1 For all services, Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada; and
- c) the Work performed has been accepted by Canada.

1.6 **Limitation of Expenditure for Contracts**

1.6.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on individual Service Orders (SOs) issued under the Contract. Customs duties are included, if applicable. Goods and Services tax or Harmonized Sales Tax is also included in that amount, if applicable.

1.6.2 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. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

- 1.6.2.1 it is 75 percent committed;
- 1.6.2.2 4 months before the Contract expiry date; or
- 1.6.2.3 as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work,
- 1.6.2.4 whichever comes first.

1.6.3 If the notification is for inadequate Contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

1.6.4 All estimated costs contained in the Contract (including the amount set out on page 1 of 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.

1.7 Invoicing

- 1.7.1 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.
- 1.7.2 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.
- 1.7.3 The Contractor must provide a digital copy of the invoice as an attachment through P2P.
- 1.7.4 The Contractor must ensure the format and content of an invoice is as specified by Canada that includes a separate line item for each Service Catalogue Item (SCI).
- 1.7.5 The Contractor must bill on a calendar monthly basis (i.e., a cycle that does not exceed 31 days).
- 1.7.6 All Service Credits must be calculated on a calendar month and applied within the next two billing cycles that fall after the end of the calendar month to which the Service Credit applies.
- 1.7.7 The Contractor must correct any rejected charges and resubmit the charges within 3 billing periods. Canada has no obligation to pay for any rejected charges submitted after 3 billing periods

1.8 Acceptance of Work

1.8.1 Acceptance of Work for Service Readiness

- 1.8.1.1 The Contractor must have the following deliverables accepted by Canada for Service Readiness:
 - a) Operations Administration and Service Management Design (OAMSD);
 - b) Technical Service Design (TSD);
 - c) User Operations Guide; and
 - d) Training Modules.
- 1.8.1.2 Once the Contractor has implemented the Work for Service Readiness, the Contractor must send a Work Completion Notice (WCN) that includes:
 - a) date/time the Work completed;
 - b) Acceptance Test Plan approved by Canada;
 - c) Acceptance Test Report (ATR);
 - d) attestation that the Work for the Service Order was completed by the date and time indicated in the WCN, if applicable, or an attestation regarding when the Work was completed.
- 1.8.1.3 The Contractor must demonstrate the tests in the ATP for Service Readiness to Canada. Where Canada determines in the demonstration for a test that the actual results are not the expected results as documented in the ATR for Service Readiness, or the test demonstrates that Services are not implemented in accordance with the Contract, Canada will consider the test as failed and a reason for not accepting Service Readiness.

- 1.8.1.4 The Contractor must provide all hardware and software for acceptance testing performed for Service Readiness.
- 1.8.1.5 The Contractor must not require Canada to install any software on Canada's devices or any hardware at Canada sites for the acceptance testing performed for Service Readiness.
- 1.8.1.6 During the acceptance of Service Readiness, Canada may test any Service feature or function to determine whether it meets the requirements of the Contract. A test failure determined by Canada's testing will be considered as a reason for not accepting the Service Readiness deliverable.

1.8.2 Acceptance of Work for Security Readiness:

- 1.8.2.1 The Contractor must have the following deliverables accepted by Canada for Security Readiness:
 - a) Security Assessment Report;
 - b) System Security Plan;
 - c) Operations Security Procedures;
 - d) Security Incident Response Plan;
 - e) Vulnerability Assessment Plan;
 - f) Service Continuity Plan; and
 - g) Privacy Management Plan.
- 1.8.2.2 Once the Contractor has implemented the Work for Service Readiness, the Contractor must send a Work Completion Notice (WCN) that includes:
 - a) date/time the Work completed;
 - b) attestation that the Work for the Service Order was completed by the date and time indicated in the WCN, if applicable, or an attestation regarding when the Work was completed.

1.8.3 Acceptance of Work for Service Orders

- 1.8.3.1 The process described in this Article applies to the acceptance of the Work completed by the Contractor for Service Orders.
- 1.8.3.2 Once the Contractor has implemented the Work for a Service Order, the Contractor must send a Work Completion Notice (WCN) that includes:
 - h) Service Order identifier;
 - i) date/time the Work completed;
 - j) Acceptance Test Plan approved by Canada;
 - k) Acceptance Test Report (ATR);
 - l) attestation that the Work for the Service Order has been fully inspected and tested based on the approved Acceptance Test Plan (ATP) for that Service Order; and
 - m) attestation that the Work for the Service Order was completed by the date and time indicated in the WCN, if applicable, or an attestation regarding when the Work was completed.
- 1.8.3.3 Canada will conduct the process described in the Sub-article entitled "Acceptance Period Process" for all Service Orders.
- 1.8.3.4 The Contractor must assist SSC with the analysis, isolation and correction of problems detected during Canada's acceptance testing of Service Orders.
- 1.8.3.5 The Contractor must provide all hardware and software for acceptance testing performed for Service Orders.

- 1.8.3.6 The Contractor must not require Canada to install any software on Canada's devices or any hardware at Canada sites for the acceptance testing performed for Service Orders.

1.8.4 Acceptance of Work for Applications

- 1.8.4.1 The process described in this Article applies to the acceptance of the Work completed by the Contractor for implementation of an Application.
- 1.8.4.2 Once the Contractor has implemented the Work to implement an Application, the Contractor must send a Work Completion Notice (WCN) that includes:
 - a) date/time the Work completed;
 - b) Acceptance Test Plan approved by Canada;
 - c) Acceptance Test Report (ATR);
 - d) attestation that the Work for the Service Order has been fully inspected and tested based on the approved Acceptance Test Plan (ATP) for that Application; and
 - e) attestation that the Work for the Application was completed by the date and time indicated in the WCN, if applicable, or an attestation regarding when the Work was completed.
- 1.8.4.3 Canada will conduct the process described in the Sub-article entitled "Acceptance Period Process" for all Applications.
- 1.8.4.4 The Contractor must assist SSC with the analysis, isolation and correction of problems detected during Canada's acceptance testing of Applications.
- 1.8.4.5 The Contractor must provide all hardware and software for acceptance testing performed for Applications.
- 1.8.4.6 The Contractor must not require Canada to install any software on Canada's devices or any hardware at Canada sites for the acceptance testing performed for Applications.

1.8.5 Acceptance Period Process

- 1.8.5.1 Once Canada receives the WCN, a "10-FGWD Acceptance Period" will apply from the date the WCN was received or the Requested Delivery Date (RDD), whichever is later.
- 1.8.5.2 During the 10-FGWD Acceptance Period, as part of Canada's acceptance process, Canada may test any function of the Service or Application to determine whether it meets the requirements of the Contract. If the Service or Application does not meet the requirements of the Contract, Canada may reject the Work or require that it be corrected at the Contractor's expense before accepting the Work. No payments for the Service or Application are chargeable under the Contract until the Service is accepted.
- 1.8.5.3 If Canada provides notice of any deficiency during the 10-FGWD Acceptance Period by initiating an Incident Ticket, the Contractor must address the deficiency at no cost to Canada as soon as possible and notify Canada in writing once the deficiency is corrected and re-issue the WCN, at which time Canada will be entitled to re-inspect the Work and the 10-FGWD Acceptance Period will start again.
- 1.8.5.4 At 11:59pm on the final day of the 10-FGWD Acceptance Period during which Canada has not initiated any Incident Ticket, Canada will be deemed to have accepted the Service or Application. The Contractor may begin billing for the Service effective the day following that acceptance.

1.8.6 **Acceptance Test Plan**

1.8.6.1 The Acceptance Test Plan must include the following information for each test case:

- a) tasks, activities, test equipment used, and procedures that the Contractor will perform to test functional and operational integrity;
- b) description of what is to be tested; and
- c) acceptance criteria and expected results.

1.8.7 **Acceptance Test Report**

1.8.7.1 An ATR must contain the following information for each of the test items in the associated ATP:

- (a) the expected results (i.e., pass/fail criteria);
- (b) the actual results;
- (c) a description of deviations and how each was resolved; and
- (d) a traceability matrix that describes how each requirement (including reports, data, service levels and documentation) of the Work in the acceptance test plan was tested and validated (i.e. demonstration, documentation, etc.).

1.8.8 **Acceptance of Work for Deliverables**

1.8.8.1 The Contractor must receive Canada's written acceptance or conditional acceptance for each deliverable.

1.8.8.2 The acceptance review time must include the Canada's time to review the deliverable (5 FGWDs unless otherwise specified for the deliverable in the SOW), the acceptance process and any time required by the Contractor to consult with Canada.

1.8.8.3 Canada may, in its sole discretion, agree in writing to accept a deliverable on a conditional basis. Conditional acceptance for any given deliverable means that Canada accepts it, subject to specific items that require correction in order to provide final acceptance. Where Canada conditionally accepts a deliverable, Canada will identify in a disposition log the remaining Work that must be completed for the deliverable to receive Canada's final acceptance and the date for final acceptance, which includes Canada review time. Canada's conditional acceptance of a deliverable will allow the Contractor to move on with any part of the Work that was otherwise contingent on acceptance of that deliverable.

1.8.8.4 Canada and the Contractor agree to work together in the level of detail required for a deliverable and scheduling the submission of deliverables for review in a manner that will permit the Contractor to complete the Work for deliverables and Canada to perform the acceptance of deliverables as expeditiously as possible.

1.8.8.5 When the Contractor submits a deliverable for review to Canada, Canada will provide a written response to the Contractor. Canada's time to review a deliverable will not apply to any document submitted for a deliverable where, in any given week the Contractor has:

- (a) not given Canada at least 10 FGWDs' notice of the week during which the document would be submitted (or if the Contractor provided that notice, but did not submit the document during that week as anticipated and did not provide a new notice of the week during which the document would be submitted);
- (b) submitted documents for acceptance collectively containing content in excess of 10,000 words; and

- (c) submitted more than one document that has not been previously submitted. A document will be treated as one that has not been previously submitted if 50% or more of the document has been changed.

1.8.8.6 Canada's time to review a deliverable will also not apply to any documents that are an update or modification to a previous document reviewed by Canada, unless the Contractor has clearly identified (e.g., by marking up the changes, blacklining/highlighting, coloured text, comments, tagging), compared to the last version provided to Canada, what content has been changed or added.

1.8.8.7 Where a portion of a document for a deliverable has been reviewed and a review of a later portion thereafter affects or otherwise interacts with the earlier portion, Canada will specifically note the impact on the earlier portion and that the earlier portion must be revised/corrected accordingly and may be subject to further review and/or acceptance, at Canada's sole discretion. This will also apply where one document has been reviewed, but a later document affects or interacts with an earlier document.

1.8.8.8 While Canada will endeavour to adhere to the time to review a deliverable, it is not required to do so where the Contractor has already submitted for review more than 2 versions of the same document (unless the document is being submitted because of changes resulted from the review of another portion of the document or another deliverable pursuant to the previous paragraph, in which case the review periods set out in Table 1 applies).

1.8.8.9 Canada may, in its sole discretion, agree in writing to extend the acceptance time for a deliverable, and thereby extend the date by which the Contractor must obtain Canada's acceptance, for any aspect of the Work associated with the deliverable. However, any such individual extension does not, in itself, extend the acceptance time for any other deliverable. If Canada provides an extension for a specific deliverable, the extension will only apply to that deliverable and not to any other deliverable. For the deliverables for which any extension has been granted, the Contractor must obtain Canada's acceptance by the extended acceptance time approved by Canada for each deliverable.

1.8.9 **Acceptance Form:**

1.8.9.1 The Contractor must develop an acceptance form to be used to obtain written acceptance from Canada for the Contractor's deliverables, completion of major project milestones, and any other Work requiring acceptance. The acceptance form must at a minimum include the following:

- a) description of the project deliverable or milestone;
- b) required completion date for the deliverable or milestone;
- c) date the deliverable is submitted to Canada for review and acceptance;
- d) fields for the name, date and signature of the Contractor's representative that has reviewed and endorses the quality and completeness of the Work being submitted for acceptance;
- e) checkboxes for Canada to indicate Acceptance or Rejection of the Work being submitted for acceptance;
- f) field for Canada to enter the reason for rejecting the Work being submitted for acceptance;
- g) date that Canada responds with acceptance or rejection of the Work being submitted for acceptance;
- h) date that Canada meets with the Contractor (at the Contractor's request) to review the Work being submitted for acceptance;

- i) the number of FGWDs that the delivery timeframe for the Work being submitted for acceptance is extended due to Canada's delay (beyond 10 FGWDs) in its review, or delay (beyond 2 FGWDs) in meeting with the Contractor to discuss concerns about a deliverable; and
- j) a checklist, as specified by Canada, with each deliverable submission that summarizes the quality actions performed by the Contractor on the deliverable prior to submission of the deliverable. The checklist will include a formal statement that the deliverable has been reviewed by the Contractor and quality checks outlined in the checklist have been performed. Canada's review of the deliverable will not start until the checklist has been provided and includes the confirmation that the deliverable has been reviewed by the Contractor.

1.9 Telecommunications Infrastructure related to Special Events, Emergencies and Special Needs

1.10.1 From time to time, Canada may require telecommunications services available under this Contract in relation to a special, short-term event. For example, telecommunications services have been required for events such as the North American Leaders Summit, the Olympics, and the G8/G20 conference. From time to time, there may also be emergency situations that require a sudden, short-term concentration of services in a particular location or locations. In the case of special, short-term events or emergencies that dramatically increase Canada's requirements for telecommunications services in a particular location or locations, where the Contractor can demonstrate that those needs exceed the capacity of the Contractor's existing infrastructure (for example, the number of cell phone towers in place), Canada and the Contractor may negotiate terms and conditions, and related pricing, for putting in place the necessary infrastructure to support the services required for the special event, short-term requirement or emergency. Any negotiated terms and conditions, and related pricing, will only be effective if documented in a Service Order and/or Contract Amendment issued by the Contracting Authority.

1.10 Insurance Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligations 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.

1.11 Limitation of Liability – Information Management/Information Technology

1.11.1 This Article 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 Article 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 Article and in any section of the Contract pre-establishing any liquidated damages or Service Credits. 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

1.11.2 First Party Liability

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

- 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"; and
 - b) physical injury, including death.
- 1.11.2.2 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.
- 1.11.2.3 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.
- 1.11.2.4 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 the paragraph (a) above.
- 1.11.2.5 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 Sub-article concerning "other direct damages" of 0.25 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 \$2,000,000, whichever is the greater amount.
- 1.11.2.6 In any case, the total liability of the Contractor under this Sub-article will not exceed the total estimated cost (as defined above) for the Contract.
- 1.11.2.7 If Canada's records or data are harmed as a result of the Contractor's negligence or wilful 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.

1.11.3 Third Party Claims

- 1.11.3.1 The Parties are only liable to one another for damages to third parties to the extent described here:
 - a) 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.

- b) 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 the paragraph immediately preceding this paragraph, 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.

1.12 Foreign Nationals (Canadian Contractor)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the ECCS SA. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the ECCS SA, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Immigration, Refugees and Citizenship Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

1.13 Canada's Responsibility for Content Transmitted by Services

- 1.13.1 Canada acknowledges that it is solely responsible for any content that it, or any person it permits to use Service being provided under the Contract, transmits or receives using those Services.
- 1.13.2 If a third party makes any claims arising from reliance on or use of any of the content transmitted or received by Canada (or any person Canada permits to use the Services provided by the Contractor under the Contract) or any other claim arising in respect of the content including, for example, defamation, intellectual property infringement, passing off, acts of unfair competition, or a claim that the content is "obscene" as defined by the Criminal Code, s.168 (as amended from time to time), Canada, if requested to do so by the Contractor, will defend the Contractor against the claim at Canada's expense. In this regard, Canada will pay all costs, damages and legal fees that a court finally awards, provided that the Contractor:
 - 1.13.2.1 promptly notifies Canada in writing of the claim;
 - 1.13.2.2 co-operates with Canada in, and allows Canada full participation in, the defence and related settlement negotiations; and
 - 1.13.2.3 obtains Canada's prior approval of any agreement resulting from settlement negotiations held with the third party.
- 1.13.3 Canada agrees to participate in any claims, actions or proceedings arising under this Article. Both Parties agree not to settle any claim, action or proceeding without the prior written approval of the other Party.
- 1.13.4 Canada also agrees to indemnify the Contractor against all liability, damages or claims made against the Contractor by any third party in connection with Canada's use of (or failure to use) any content transmitted or received using the services provided by the Contractor under the Contract.

1.14 Service Provisioning

1.14.1 Issuing Service Orders

- 1.14.1.1 Canada will issue a Service Order to the Contractor to perform, modify or reduce Work that is to be provided under the Contract on an as-and-when requested basis.
- 1.14.1.2 Service Orders may be issued by Canada throughout the Contract Period.
- 1.14.1.3 The “**Service Order Period**” is the period of time from the date a Service Order is issued until the Contractor’s Work is completed in accordance with the Service Order requirements, which cannot exceed the Contract Period.
- 1.14.1.4 The Contract may be amended from time to time to reflect all Service Orders issued and approved to date, to document the Work performed under those Service Orders for administrative purposes.
- 1.14.1.5 Canada can only issue Service Orders for Services in the Service Catalogue.
- 1.14.1.6 Whenever the Contractor receives a Service Order from Canada, the Contractor agrees to provide the Services ordered in accordance with the terms and conditions and at the prices set out in the Contract. Regardless of when a Service Order is issued, all Service Orders automatically end no later than the last day of the Contract Period, and Canada is not required to cancel any Service Orders at the end of the Contract Period.
- 1.14.1.7 The Contractor will not be paid for providing information required to prepare or issue a Service Order.
- 1.14.1.8 The Contractor agrees that Service Orders can be issued by Canada 7 days per week, 24 hours per day, 365 days per year (7x24x365).
- 1.14.1.9 The Contractor must begin Work immediately for a Service Order when the Service Order is received from 09:00 to 14:00 ET on a FGWD, and at 09:00 ET the next FGWD if the Service Order is received after 14:00 ET. However, the Contractor must begin the Work immediately for an Emergency Service Order, regardless of the time of day and/or day of the week that the Service Order is received.
- 1.14.1.10 Canada can designate a Service Order as an Emergency Service Order.
- 1.14.1.11 If the Contractor requires clarification of a Service Order, the Contractor must request the clarifications within 1 FGWD of receiving a Service Order with type normal, or within 1 hour of receiving a Service Order with type emergency. The Contractor must continue to meet the Service Delivery Interval for the Service Order regardless of the clarification process and the time taken for clarifications.
- 1.14.1.12 The Contractor must provide a Service Order Acknowledgement (SOA) within 1 FGWD of receiving a Service Order, and within 1 hour of receiving an Emergency Service Order that includes:
 - a) date Service Order Transmitted to Contractor;
 - b) Service Order identifier; and
 - c) Service Order type (normal, emergency).
- 1.14.1.13 Canada will include the following information in each Service Order and, provided all this information is included, the Contractor must proceed with the fulfilment of the Service Order:
 - a) Date Service Order Transmitted to Contractor;

- b) Canada Service Order identifier;
- c) Service Order type (normal, emergency);
- d) Service Order Period (start and end date, default is NSMO Period);
- e) Client identifier (if applicable, as determined by Canada);
- f) financial coding to be used (if applicable);
- g) SDP Identifier (SDPID), where the SDPID will be designated by Canada as “Contractor SDP” for all Services implemented at a Contractor SDP and will be provided by Canada for all Services implemented at a Canada SDP;
- h) Work location of a Canada SDP, which can include:
 - A. civic address;
 - B. street address;
 - C. legal land description; or
 - D. latitude and longitude;

The Work location will not be provided for Services implemented at Contractor SDPs.
- i) identification, quantity, and description, basis of payment of the Work being ordered by Service Catalogue Item with associated SCIDs;
- j) Committed Delivery Date (CDD);
- k) Requested Delivery Date (RDD);
- l) SDP Contact Name; and
- m) SDP Contact Phone Number.

1.14.1.14 The Contractor must allow all Service Order interactions between Canada and the Contractor (e.g., Service Order, Service Order Acknowledgement, Service Order Response, Work Completion Notice) to be conducted using:

- a) email with message headers and content specified by Canada;
- b) email with XML file attachments with markup and content specified by Canada; and
- c) XML file attachments with markup and content specified by Canada transmitted electronically using a secure file transfer mechanism approved by Canada.

1.14.2 Suspending and Cancelling Service Orders

1.14.2.1 Canada may suspend and un-suspend a Service Order within 5 FGWDs before RDD at no cost to Canada. However, if the Contractor has irrevocably committed to the rental of facilities from a third party, or has incurred one-time costs after the RDD, consideration will be given to reimbursement of costs to the Contractor incurred between the original RDD and the revised RDD. The Contractor must provide proof satisfactory to Canada that the costs were actually incurred after the original RDD and the facilities were not, or will not be, re-used for another purpose.

1.14.2.2 Once a Service Order has been issued to the Contractor, Canada may cancel a Service Order at any time up to 5 FGWDs before the Requested Delivery Date (RDD) at no cost to Canada with the exception of Canada cancelling the implementation of a Service after receiving the Service Order Response on the condition that the Contractor has already irrevocably committed to the rental of

facilities from a third party or has incurred one-time costs. Consideration will be given to reimbursement of those costs to the Contractor. The Contractor must provide proof satisfactory to Canada that the costs were actually incurred, and the facilities were not, or will not be, re-used for another purpose.

- 1.14.2.3 When Canada issues a Service Order to cancel a Service (i.e., places an out order), and has provided at least 5 FGWDs' notice, the Contractor must cease billing for that Service within 1 FGWD of the Requested Delivery Date in the Service Order for the cancellation.

1.14.3 Request for Quotation

- 1.14.3.1 The Contractor must allow Canada to submit a Request for Quotation to obtain:
 - a) a Ceiling Monthly Price (CMP) and a Ceiling Unit Price (CUP) to complete the Work for Services not in the Service Catalogue.
- 1.14.3.2 The Contractor will not be paid for providing a response to a Request for Quotation.
- 1.14.3.3 The response cannot include costs for work activities related to or materials used to provide services to any other customer of the Contractor.

- 1.14.4 Canada is not required to issue a Service Order following a Request for **Quotation**.

1.15 Privacy Impact Assessment

- 1.15.1 The Contractor must assist Canada in creating the privacy impact assessment for Services in accordance with the TBS Directive on privacy impact assessment (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18308>).
- 1.15.2 In particular, with respect to any information that Canada identifies as Personal Information during the Contract Period, the Contractor must provide the following information within 20 FGWDs of a request by the Contracting Authority:
 - a) business processes, data flows and procedures for the collection, transmission, processing, storage, disposal and access to information including Personal Information;
 - b) a list of the Personal Information used by the Contractor in connection with the Work and the purpose of how each Personal Information item is used by the Contractor in connection with the Work;
 - c) how the Personal Information is shared and with whom;
 - d) a list of all locations where hard copies of Personal Information is stored;
 - e) a list of all locations where Personal Information in machine-readable format is stored (e.g., the location where any server housing a database including any Personal Information is located), including back-ups;
 - f) a list of all measures being taken by the Contractor to secure the Personal Information and the Records beyond those required by the Contract;
 - g) any privacy-specific security requirements or recommendations that need to be addressed;
 - h) a detailed explanation of any potential or actual threats to the Personal Information or any Record, together with an assessment of the risks created by these threats and the adequacy of existing safeguards to prevent these risks; and
 - i) results of consultations (if any) from a privacy impact assessment review by the Office of the Privacy Commissioner of Canada (OPCC) with signoff by the OPCC.

- 1.15.3 The Contractor must implement recommendations from the privacy impact assessment based on a schedule approved by Canada at no cost to Canada.
- 1.15.4 If changes to Services are anticipated that affect the use, collection, processing, transmission, storage or disposal of Personal Information, or at any time if requested by Canada, the Contractor must provide Canada with sufficient detail on the changes to support an update to the privacy impact assessment, and obtain approval from the Contracting Authority for the anticipated change.
- 1.15.5 The Contractor must provide a privacy awareness communications kit to Contractor resources involved in Services that provides an overview on the use of Personal Information

1.16 Personal Information and Records

- 1.16.1 **Ownership and Management of Personal Information and Records:** The Contractor must not use techniques such as, but not limited to, inter-linking, cross-referencing, data mining, or data matching from multiple sources on the Personal Information collected in relation to the Work, unless otherwise authorized by Canada in writing.
- 1.16.2 **Collection and Disclosure of Personal Information**
 - 1.16.2.1 The Contractor is prohibited from collecting Personal Information by telephone unless requested by Canada. The Contractor must then develop a script for collecting the Personal Information by telephone that is approved by Canada.
 - 1.16.2.2 The Contractor is prohibited from disclosing or transferring any Personal Information except as necessary for the purposes of fulfilling its obligations under this Contract or unless otherwise directed to do so in writing by Canada.
 - 1.16.2.3 If the Contractor receives any request for disclosure of Personal Information for a purpose not authorized under the Contract, or if it becomes aware that disclosure may be required by law, the Contractor must immediately notify Canada about the request or demand for disclosure and must not disclose the Personal Information unless otherwise directed to do so in writing by Canada.
 - 1.16.2.4 The Contractor must ensure that any User Interface (UI) design and operation allows the Government of Canada to fulfil its privacy requirements to identify the purpose of collecting Personal Information and to inform the individuals of the purpose for the collection and the ways the Personal Information will be used.
- 1.16.3 **Safeguarding Personal Information:** The Contractor's obligations to protect Personal Information shall continue even after the completion or termination of the Contract to the extent required by law.
- 1.16.4 **Audit of Personal Information**
 - 1.16.4.1 The Contractor must recognize the authority of the Office of the Privacy Commissioner of Canada (OPCC) to access any Records or Personal Information for the purposes of investigations or audits under applicable privacy legislation.
 - 1.16.4.2 The Contractor must gather and retain logs and other records of transactional activities in a secure manner, which are required for audit purposes, within an agreed upon timeframe. These logs and records must be kept as per the retention policy that has been jointly agreed upon between the Contractor and Canada.
- 1.16.5 **Access Requests under the Access to Information Act and the Privacy Act**
 - 1.16.5.1 The Contractor must acknowledge the receipt of an Access Request within 24 hours of receiving the Access Request.

- 1.16.5.2 The Contractor must provide Canada with the information requested in an Access Request within 20 FGWDs of receiving the Access request.
- 1.16.5.3 The Contractor must maintain in a secure manner, logs and other records of transactional activities related to processing such Access Requests.

1.16.6 Disposal of Records

- 1.16.6.1 The Contractor must use a Canada approved method for the secure disposal of Personal Information, Records, and assets which contain or were used to store Personal information.
- 1.16.6.2 The Contractor must provide written confirmation signed by the Contractor's Privacy Officer within 5 FGWDs, every time the Contractor disposes of Personal Information or Records.
- 1.16.6.3 The Contractor must adhere to any retention and disposal schedule, as defined by Canada, which defines the duration of time that the Personal Information will be retained by the Contractor.

1.17 Data Ownership & Sovereignty

- 1.17.1 Canada does not grant to the Contractor any rights and access to Client Data at any time. Services are intended only to transport, process and store Client Data. Furthermore, the Contractor agrees that it is strictly prohibited from accessing Client Data, or permitting any third party to access Client Data, at any time, except with the written consent of the Contracting Authority.
- 1.17.2 The Contractor acknowledges that Canada Data includes confidential and sensitive information, including, without limitation, confidential and trade secrets of third parties, personal and private information of individuals, confidential information, classified and protected information, and other sensitive information and that a third party accessing Canada Data could affect, among other things, Canada's national interest and national security.
- 1.17.3 Throughout the Contract Period, the Contractor must implement and follow processes and controls that preserve the integrity, confidentiality and accuracy of all information and data and metadata, irrespective of format. This applies to all information, data and metadata in the Contractor's possession or under its care or control if the information, data or metadata is generated by, acquired pursuant to, or arises in any other way out of the Contractor's responsibilities and obligations under the Contract. The Contractor acknowledges that this is required in order to ensure that Canada can rely on the information, data and metadata and so that Canada can meet its own legal obligations, including statutory obligations. This is also required to ensure the information, data and metadata can be used as persuasive evidence in a court of law.
- 1.17.4 The Contractor must, to the full extent it is permitted by law, fully cooperate with Canada and assist Canada in responding to access to information requests, investigating complaints, investigating regulatory or criminal matters and prosecutions. This includes allowing Canada to conduct security audits/inspections and furnishing Canada with such information (e.g., documentation, data protection description, data architecture and security descriptions) as may be required by Canada within 5 FGWDs of a request by Canada.
- 1.17.5 Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless Canada first consents in writing.

1.18 Security Requirements

1.18.1 General

- 1.18.1.1 The Contractor acknowledges that Canada requires, and the Contractor guarantees that, the Services provided under the Contract are and will be the subject of robust, comprehensive security measures that evolve as security threats and technologies evolve, so that the security measures in use are updated throughout the Contract Period, in order to achieve the highest possible levels of data integrity, availability, and confidentiality.
- 1.18.1.2 If the Contractor is outsourcing any of the services, technologies or capabilities to a third-party sub-contractor or sub-processor then the same security requirements outlined throughout this Supply Arrangement are applicable to them as well.

1.18.2 Security Auditing

- 1.18.2.1 Canada may audit the Contractor's compliance with the security requirements included in the Contract at any time including:
 - a) within 24 hours of a request by Canada, the Contractor must provide Canada (or Canada's authorized representative) with full escorted access to its premises, its network, and all databases storing Canada Data during FGWDs from 08:00am to 5:00pm ET at no cost to Canada; and
 - b) providing a description, evidence and demonstration on how a security requirement is addressed in sufficient detail to allow Canada to confirm that the security safeguards satisfy the security requirements.
- 1.18.2.2 If Canada identifies any security deficiencies with respect to the Contractor's compliance with the security requirements set out in the Contract during an audit, the Contractor must immediately correct the deficiencies at its own expense.

1.18.3 Safeguarding Electronic Media

- 1.18.3.1 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 immediately notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions or improper use.
- 1.18.3.2 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.

1.18.4 Federal Identity Integration

- 1.18.4.1 The Contractor must have the ability for Canada to support federated identity integration including:
 - a) open standards for authentication protocols such as Security Assertion Markup Language (SAML) 2.0 and OpenID Connect 1.0 where the End User credentials and authentication to cloud services are under the sole control of Canada; and
 - b) associating Canada unique identifiers (e.g. a Canada unique ID, a Canada email address, etc.) with the corresponding ECCS user account(s).

1.18.5 Encryption and General Access Management

- 1.18.5.1 The Contractor must configure any cryptography used to implement confidentiality or integrity safeguards, or used as part of an authentication mechanism (e.g., VPN solutions, TLS, software modules, PKI, and authentication tokens where applicable), in accordance with Communications Security Establishment (CSE)-approved cryptographic algorithms and cryptographic key sizes and crypto periods.
- 1.18.5.2 The Contractor must use cryptographic algorithms and cryptographic key sizes and crypto periods that have been validated by the Cryptographic Algorithm Validation Program (<http://csrc.nist.gov/groups/STM/cavp/>) and are specified in ITSP.40.111 Cryptographic Algorithms for Unclassified, Protected A, and Protected B Information, or subsequent versions (<https://cyber.gc.ca/en/guidance/cryptographic-algorithms-unclassifiedprotected-and-protected-b-information-itsp40111>).
- 1.18.5.3 The Contractor must ensure that FIPS 140 validated cryptography is employed when encryption is required, and is implemented, configured, and operated in a Cryptographic Module, validated by the Cryptographic Module Validation Program (<https://www.cse-cst.gc.ca/en/groupgroupe/crypto-module-validation-program>), in an either approved or an allowed mode to provide a high degree of certainty that the FIPS 140-2 validated cryptographic module is providing the expected security services in the expected manner.
- 1.18.5.4 The Contractor must ensure that any FIPS 140-2 modules in use have an active, current, and valid certification. FIPS 140 compliant/validated products will have certificate numbers.
- 1.18.5.5 The Contractor must support multi-factor authentication in accordance with ITSP.30.031 V3 or subsequent versions (<https://cyber.gc.ca/en/guidance/user-authentication-guidance-information-technology-systems-itsp30031-v3>) using Contractor or GC-approved credentials;

1.18.6 Remote Management

- 1.18.6.1 The Contractor must manage and monitor remote administration of the ECCS and take reasonable measures to:
 - a) implement multi-factor authentication mechanisms for authenticate remote access users, in accordance with CSE's ITSP.30.031 V3 (or subsequent versions) (<https://cyber.gc.ca/en/guidance/user-authentication-guidance-information-technology-systems-itsp30031-v3>);
 - b) employ cryptographic mechanisms to protect the confidentiality of remote access sessions, in accordance with Encryption and General Access Management;
 - c) route all remote access through controlled, monitored, and audited access control points.
 - d) expeditiously disconnect or disable unauthorized remote management or remote access connections; and
 - e) authorize remote execution of privileged commands and remote access to security-relevant information.

1.18.7 Privileged Access Management

- 1.18.7.1 The Contractor must manage and monitor privileged access to ECCS to ensure that all service interfaces are protected from unauthorized access.
- 1.18.7.2 The Contractor must restrict and minimize access to ECCS and Canada's Data to only authorized devices, administrators and users with an explicit need to have access.

- 1.18.7.3 The Contractor must enforce and audit authorizations for access to ECCS and Canada's Data.
- 1.18.7.4 The Contractor must constrain all access to service interfaces that host Canada's Data to uniquely identified, authenticated and authorized users, administrators, devices, and processes (or services).
- 1.18.7.5 The Contractor must implement password policies to protect credentials from compromise by either online or off-line attacks and to detect these attacks by logging and monitoring events such as:
 - a) successful use of credentials;
 - b) unusual use of credential, and
 - c) access to and exfiltration from the password database, in accordance with CSE's ITSP.30.031 V3 (or subsequent versions) (<https://cyber.gc.ca/en/guidance/user-authentication-guidance-information-technology-systems-itsp30031-v3>).
- 1.18.7.6 The Contractor must implement multi-factor authentication mechanisms to authenticate users and administrators with privileged access, in accordance with CSE's ITSP.30.031 V3 (or subsequent versions) (<https://cyber.gc.ca/en/guidance/user-authentication-guidance-information-technology-systems-itsp30031-v3>).

1.18.8 Network and Communications Security

- 1.18.8.1 The Contractor must allow Canada to establish secure connections to ECCS, including providing data-in-transit protection between Canada and ECCS using:
 - a) TLS 1.2, or subsequent versions configured with certificates in accordance with CSE guidance; and
 - b) up-to-date and supported protocols, cryptographic algorithms and certificates, as outlined in CSE's ITSP.40.062 (<https://cyber.gc.ca/en/guidance/guidance-securelyconfiguring-network-protocols-itsp40062>) and ITSP.40.111 (<https://cyber.gc.ca/en/guidance/cryptographic-algorithms-unclassified-protected-andprotected-b-information-itsp40111>).

1.18.9 Network Connectivity and Access Control

- 1.18.9.1 The Contractor must safeguard the network and all databases including Canada Data or information about Canada at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:
 - a) control access to all databases on which any data relating to this Contract is stored so that only individuals with the security clearance required by the Contract, who require access to the information in order to perform the Contract, are able to access the database;
 - b) ensure that passwords or other access controls are provided only to individuals who require access to perform the Work and who have the security clearance issued by CISD at the level required by the Contract; and
 - c) safeguard any database or computer system on which Canada Data is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information.
- 1.18.9.2 The Contractor must maintain an audit log that automatically records all attempts to access any databases that include Canada Data. Every action, transaction or business function performed on the Contractor's network,

systems, or databases relating to the Contract must be traceable to an individual user or account (by ensuring that user identifiers and accounts are unique and cannot be shared or transferred from one individual to another).

1.18.10 Network Management Protocols

- 1.18.10.1 The Contractor must ensure that hardware and software used to deliver Services can be managed using security protocols that use Canada-approved cryptographic algorithms and key sizes as outlined in section 1.18.5 (Encryption and General Access Management).
- 1.18.10.2 The Contractor must not use port forwarding or Internet Protocol Security (IPSec) for transport of protocols with known vulnerabilities and/or considered insecure by Canada, including Telnet, FTP, TFTP and HTTP, unless approved by Canada.

1.18.11 Continuous Monitoring

- 1.18.11.1 The Contractor must continually manage, monitor, and maintain the security posture of Contractor infrastructure and service locations hosting Canada's Data throughout the contract, and ensure that the ECCS provided to Canada are in a manner that complies with the following security obligations:
 - a) monitor the network for abnormal or suspicious activities, such as odd work hours, unnecessary requests for code or data, abnormal data movements, or excessive use of systems or resources;
 - b) actively and continuously monitor threats and vulnerabilities to Contractor infrastructure, service locations, and Canada's data;
 - c) undertake best efforts to prevent attacks through security measures such as denial of service protection;
 - d) undertake best efforts to detect attacks, Security Incidents, and other abnormal events;
 - e) identify unauthorized use and access of ECCS and Canada's data.
 - f) manage and apply security-related patches and updates in a timely and systematic manner to mitigate vulnerabilities and remedy any publicly reported issues in ECCS;
 - g) respond, contain, and recover from threats and attacks against ECCS; and
 - h) where required, take proactive countermeasures, including taking both pre-emptive and responsive actions, to mitigate threats.

1.18.12 Security Incident Reporting

- 1.18.12.1 The Contractor must immediately report to Canada any Incidents relating to the security of Services or Canada Data, including but not limited to those Incidents listed in the preceding paragraph. For example, any unauthorized access or attempt to gain unauthorized access must immediately be reported. Also, the discovery of any virus or malicious code and/or the installation of any unauthorized software code on any equipment must immediately be reported.
- 1.18.12.2 The Contractor agrees to cooperate fully with Canada in the investigation of any Security Incident.

1.18.13 Assessment of Products

- 1.18.13.1 The products that form part of Services must be evaluated by a recognized certification body approved by Canada, or evaluated by the Contractor by conducting a vulnerability assessment and functionality assessment to validate that the product (including both hardware and software) conforms to its stated security functionality, at no cost to Canada. For Contractor assessments, test

plans and test results must be provided to Canada within 10 FGWDs of a request by Canada. Canada reserves the right to independently validate and approve the products. Canada-approved and recognized certification bodies include but are not limited to:

- a) Common Criteria (CCS): <http://www.commoncriteriaportal.org/>
- b) Cryptographic Module Validation Program (CMVP):
<http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>

1.19 Contractor Responsibilities

1.19.1 The process for requiring the Contractor to undertake remedial action if the Contractor fails to meet the Work responsibilities defined in the Contract will be as follows:

- (a) Canada will notify the Contractor in writing (e.g., email) that a failure to meet a Work responsibility has occurred. Canada will provide specific details regarding the failure. The Contractor must add the failure to the agenda and Action Item Log for the related monthly service management meeting;
- (b) The Contractor must respond to Canada within 3 FGWDs with an action plan to resolve the failure for Canada's approval. The Contractor's action plan must demonstrate how the failure will be resolved within 20 FGWDs of the notification from Canada including Canada's time for review and approval of the action plan;
- (c) Canada will provide a response to an action plan submitted by the Contractor (approved, rejected with disposition) within 2 FGWDs of receiving the action plan. Where Canada requires more time than the 2 FGWD review period, the time to resolve the failure will be increased by the additional FGWDs beyond the 2 FGWD review period;
- (d) If the Contractor fails to deliver an action plan, or if in Canada's opinion the Contractor has failed to resolve the failure according to the approved action plan within the 20 FGWD period, then the Contractor must provide Canada with a Service Credit of \$1,000 for each FGWD or partial FGWD the failure is not resolved beyond the 20 FGWD period; and
- (e) Where there is already a remedial action applied for failure to complete Work (e.g. SLT-CONRES), the Contractor must provide a Service Credit of \$1,000 (as per preceding sub-paragraph) or the Service Credit for the other remedial action, whichever is greater, as calculated for the duration of the Service Credit activity.

1.19.2 The parties agree that the process described in this section will only be undertaken following review and approval by Canada senior management.

1.20 Contractor Resources

1.20.1 The Contractor must designate one back-up Key Resource for each Key Resource to ensure that the Key Resource's functions will be fulfilled during any period when the Key Resource is not available (e.g., illness, holidays, or resignation). The backup Key Resource must assume the full Work functions of the Key Resource within 5 FGWD of the Key Resource becoming unavailable. The Key Resource must resume his or her Work functions from the backup Key Resource within 5 FGWD of becoming available and the Contractor is responsible for ensuring a smooth transition between the backup and the Key Resource, including the provision of a full update from one to the other.

1.20.2 Where a backup Key Resource assumes the primary Key Resource role for a period of more than 30 FGWDs or for an unspecified period of time, the Contractor must ensure there is a new approved backup Key Resource within 20 FGWDs of the transition.

- 1.20.3 All Key Resources and backup Key Resources must:
- 1.20.3.1 meet the qualifications described in the Contract (refer to Annex A-1 SOW General Key Resources and security clearance);
 - 1.20.3.2 be competent to provide the required services by any delivery dates described in the Contract; and
 - 1.20.3.3 be capable of working efficiently and effectively with Canada's representatives.
- 1.20.4 If any resource provided by the Contractor (regardless of whether they are a Key Resource, backup Key Resource or other resource) is unable to perform the required Work effectively and efficiently with Canada as solely determined by Canada and approved solely by Canada senior management, Canada will provide written notification to the Contractor to replace the resource as follows:
- 1.20.4.1 where the resource is a Key Resource or backup Key Resource, the Contractor must assign an approved Key Resource as the replacement to begin Work within 5 FGWD of the written request;
 - 1.20.4.2 where the resource is not a Key Resource or backup Key Resource, the Contractor must provide a qualified resource to work on the Contract within 20 FGWDs of the written notice.
- 1.20.5 The fact that the Canada rejects resources proposed by the Contractor does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

1.21 Subcontracting

- 1.21.1 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:
- 1.21.1.1 the name of the subcontractor;
 - 1.21.1.2 the portion of the Work to be performed by the subcontractor;
 - 1.21.1.3 the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
 - 1.21.1.4 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;
 - 1.21.1.5 completed sub-SRCL signed by the Contractor's Company Security Officer for CISC completion; and
 - 1.21.1.6 any other information required by the Contracting Authority.
- 1.21.2 This article applies to subcontractors retained directly by the Contractor but does not apply to subcontractors retained by those subcontractors.
- 1.21.3 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.

1.22 On-going Supply Chain Integrity Process

- 1.22.1 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 is to be submitted:

- 1.22.1.1 an IT Product List;
- 1.22.1.2 a list of subcontractors; and
- 1.22.1.3 network diagram(s).

1.22.2 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.

1.22.3 Assessment of New SCSI: During the Contract Period

- 1.22.3.1 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.
- 1.22.3.2 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.
- 1.22.3.3 Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
- 1.22.3.4 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 SCSI.

1.22.4 Identification of New Security Vulnerabilities in SCSI already assessed by Canada

- 1.22.4.1 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.
- 1.22.4.2 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 SCSI that have already been the subject of an SCSI assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.

1.22.5 Addressing Security Concerns

- 1.22.5.1 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 written consent of the Contracting Authority.
- 1.22.5.2 At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's solution (including use by a subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
- a) provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
 - b) if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
 - c) implement the mitigation plan approved by Canada.
 - d) 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.
- 1.22.5.3 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.

1.22.6 Cost Implications

- 1.22.6.1 Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract Amendment. However, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
- a) with respect to Products already assessed without security concerns by Canada pursuant to an SCSi assessment, evidence from the Contractor of how long it has owned the Product;
 - b) with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
 - c) evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
 - d) the normal useful life of the Product;

- e) any “end of life” or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
- f) the normal useful life of the proposed replacement Product;
- g) the time remaining in the Contract Period;
- h) whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
- i) whether or not the Product being replaced can be redeployed to other customers;
- j) any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
- k) any developments costs required for the Contractor to integrate the replacement Products into operations, administration and management systems, if the replacement Products are Products not otherwise deployed anywhere in connection with the Work; and
- l) the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.

1.22.6.2 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.

1.22.6.3 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.

1.22.7 General

1.22.7.1 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.

1.22.7.2 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.

1.22.7.3 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.

- 1.22.7.4 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.
- 1.22.7.5 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.

1.22.8 **Change of Control**

- 1.22.8.1 At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
 - a) an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this Sub-article, a corporation or partnership will be considered related to another entity if:
 - b) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - c) 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
 - d) 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.
 - e) 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;
 - f) 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.
- 1.22.8.2 If requested by the Contracting Authority, the Contractor must provide this information regarding its subcontractors as well. However, if a subcontractor considers this information to be confidential, the Contractor may meet its obligation by having the subcontractor submit the information directly to the Contracting Authority. Regardless of whether the information is submitted by the Contractor or a subcontractor, Canada agrees to handle this information in accordance with Subsection 23(3) of General Conditions 2035 (General Conditions – Higher Complexity – Goods), provided the information has been marked as either confidential or proprietary.
- 1.22.8.3 The Contractor must notify the Contracting Authority in writing of:

- a) any change of control in the Contractor itself;
 - b) any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
 - c) any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).
- 1.22.8.4 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.
- 1.22.8.5 In this Article, a “change of control” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture 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.
- 1.22.8.6 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.
- 1.22.8.7 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).
- 1.22.8.8 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.
- 1.22.8.9 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.
- 1.22.8.10 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.

1.22.9