



SHARED SERVICES CANADA

Request for Proposal for Wide-Area Network (WAN) Provider (P) and Provider Edge (PE) router “Solution”

Solicitation No.	BPM016552	Date	July 11, 2022
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Closing Date and Time	Date and Time July 26, 2022 @ 3:00 PM / 1500 h (referred to in this solicitation as “ Solicitation Closing ”)	
Time Zone	Eastern Daylight Time (EST)	
Destination of Goods/Services	Canada	
Email Address for Submitting your Bid by the Closing Date	Oliver.Librada@ssc-spc.gc.ca	



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**REQUEST FOR PROPOSAL****PART 1 GENERAL INFORMATION****1.1 Introduction**

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include:

Annex A - Statement of Work (SOW)

Annex B - List of Deliverables and Pricing.

Annex C – Statement of Requirement

Annex D - Provider (P) and Provider Edge (PE) Router Test Plan

Annex E - Supply Chain Integrity (SCI) Assessment

The forms include:

Form 1 - Bid Submission Form

Form 2 - OEM Certification Form

Form 3 - Integrity Form

Form 4 – Covid Vaccination Requirement

Form 5 - SCSI Submission form

Attachment to Part 2 Bidder Instructions

Attachment: SSC Standard Instructions



1.2 Summary

(a) Nature of Requirement.

Shared Services Canada (SSC) intends to procure Wide-Area Network (WAN) Provider (P) and Provider Edge (PE) router “Solution” that will allow Shared Service Canada (SSC) to provide network connectivity services to the Government of Canada (GC) for cloud connectivity services, Internet services, and Enterprise Data Centre services through its GC Backbone Multiprotocol Label Switching (MPLS) network to meet operational requirements.

In order to support the GC’s IT evolution in digital services and cloud adoption, SSC is required to enable GC wide network connectivity, monitoring and security safeguards to its partners and clients in order to establish reliable, secure and flexible access to multiple Cloud Service Providers, Internet services, GC Legacy Data Centers and Enterprise Data Centers. The GC-Backbone MPLS network is the core network infrastructure that enables connectivity to these services, and SSC will require the procurement of additional P and PE routers as well as the replacement of some end-of-life P and PE routers over the contract term to enable SSC to provide network connectivity services to adequately meet the demands of its partners and clients.

(b) Potential client users

This solicitation is being issued by Shared Services Canada (SSC). SSC is a federal government department that acts as a shared services organization. Any resulting instrument(s) will be used by SSC to provide services to one or more of its Clients. SSC’s “Clients” include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the life of any resulting instrument(s), and those other organizations for whom SSC’s services are optional at any point during the life of any resulting instrument(s) and that choose to use those services from time to time

(c) Number of Resulting Contract

SSC intends to award one contract.

(d) Terms of Resulting Contract

- i. SSC intends to award one contract with 5 years maintenance and licensing, plus the option to purchase additional quantities over up to seven (7) Government of Canada fiscal years.
- ii. SSC will acquire goods in a phased approach as detailed in the resulting Contract. The Contractor’s initial delivery by March 31, 2023 is required.
- iii. that a service-impacting instability issue experienced with any product once implemented in the production network is not resolve to SSC satisfaction within two (2) months then additional phases may be re-tendered and SSC will have the right to cancel any orders that have not been fully received.
- iv. that the initial installation and deployment of the WAN P and PE Solution does not fulfill SSC and Client requirements, Canada reserves the right to not proceed with the acquisition of the remaining components of the proposed Solution as detailed in the Contract. Canada also reserves the right to terminate the Contract and enter into a Contract with the Bidder whose proposal was evaluated to be the next best.
- v. The WAN P and PE Solution that Canada chooses to implement as a result of this Contract will serve as the successfully competed standard for subsequent similar SSC and Client WAN P and PE Solution requirements for the contract term.
- vi. Initially, the Contractor must provide Canada with the deliverables in the Annex B – List of Deliverables under the “INITIAL CONTRACT DELIVERY” section.



(e) Additional procurement through Network Solutions Supply Chain (NSSC):

At Canada's discretion, additional WAN P and PE Solution components may be procured by Canada by exercising the Options described in this Solicitation. Canada may choose to use the NSSC Master Contracting Vehicle (MCV) Agreements to procure WAN P and PE Networking Equipment Products (NEPs) that are available through the NSSC Suppliers' catalogues, rather than exercising this solicitation's procurement options. Additionally, Canada currently intends to use NSSC as the ongoing procurement vehicle for Client requirements where this solicitation's successfully competed standard for an WAN P and PE Solution is appropriate.

(f) Re-Tender if No Compliant Bids Received:

If no compliant bids are received, Canada reserves the right to re-tender the bid solicitation, with or without changes.

1.3 Trade Agreements

This requirement is subject to the provisions of the:

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

1.4 SSC's Role in Promoting Accessibility

- a) The Accessible Canada Act is intended to enhance the full and equal participation of all persons, especially persons with disabilities, in society. This is to be achieved through the progressive realization, under federal jurisdiction, of a Canada without barriers, particularly by the identification, removal and prevention of barriers.
- b) SSC has a role in implementing the Government of Canada's (GC) vision for a more accessible Canada because SSC provides the information technology infrastructure that supports the delivery of digital services to Canadians and GC employees. This means that SSC is engaged in the procurement of goods and services and in supporting the delivery of programs and services by other government departments, both of which are areas covered by the Accessible Canada Act. SSC's goal is for its information technology infrastructure to be more accessible to and more usable by the broadest range of government officials and Canadians who use it, including those with disabilities.
- c) SSC is committed to providing leadership to procure accessible Information and Communication Technology (ICT) goods and services and supporting the goal of inclusive by design, accessible by default. This procurement includes accessibility requirements which are adopted from the EN 301 549 (2018) Harmonised European Standard Accessibility Requirements for ICT Products and Services.



- d) As the intention is for this initiative to take place progressively, suppliers should anticipate that, over time, the accessibility requirements in Canada's procurement contracts will evolve and may become more comprehensive.

1.5 **Debriefing**

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



PART 2 BIDDER INSTRUCTIONS

2.1 Mandatory Requirements

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

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

2.2 P2P

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

2.3 Standard Instructions, Clauses and Conditions

- a) All instructions, clauses and conditions identified in this document or any of its attachments by number, date and title are either:
 - i. 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; or
 - ii. set out in SSC’s Standard Instructions for Procurement Documents, attached as Attachment 4.3 to Part 2 of the RFP.

These documents are incorporated by reference and they form part of this document as though they were expressly set out here in full.

- b) Section 01 only of PSPC’s Standard Instructions 2003 (bearing the most recent date on or before the date this solicitation was issued), Goods or Services - Competitive Requirements, applies to this bid solicitation.
- c) SSC’s Standard Instructions for Procurement Documents ("**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.
- d) With respect to SSC’s Standard Instructions:
 - i. There will not be a conference of interested suppliers or a site visit.
 - ii. Instead of the bid validity period set out in SSC’s Standard Instructions, bids will not expire until they are withdrawn by the bidder or are rejected by SSC.
- e) The 2003-1 (bearing the most recent date on or before the date this solicitation was issued), Supplemental Standard Instructions – Telecommunications, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003-1 and this document, this document prevails.
- f) By submitting a bid, the Bidder is confirming that it agrees to be bound by all the instructions, clauses and conditions of the solicitation



2.4 Electronic Submission of Bids by Email

- a) Email Submission of Bid: Although bidders are permitted to submit a back-up pursuant to paragraph (j), all bidders must attempt to submit their bids by email in accordance with this Article by Solicitation Closing to the email address identified on the cover page of this document as the “Email Address for Bid Submission”.
- b) Format of Email Attachments: Bidders may submit bid documents in any of the following approved formats:
 - i. PDF attachments; and
 - ii. documents that can be opened with either Microsoft Word or Microsoft Excel.

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

- c) Email Size: Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed email size limits. However, If the submission is over the email size limit, bidders can provide a link to an online storage platform for the Contracting Authority to download.
 - i. It is the Bidders responsibility to follow up with the Contracting Authority and make sure their bid submission is received before closing period.
 - ii. If the link is not accessible by SSC, Bidders must provide an alternate method or an alternate online platform to submit their bid
- d) Email Title: Bidders are requested to include the Solicitation No. identified on the cover page of this document in the “subject” line of each email forming part of the bid.
- e) Time of Receipt: All emails received at the Email Address for Bid Submission showing a “received” time before Solicitation Closing will be considered timely. In the case of a dispute regarding the time at which an email arrived at SSC, the time at which the bid is received by SSC will be determined:
 - i. by the delivery time stamp received by the bidder if the bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
 - ii. in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the bidder has not turned on Delivery Status Notification for the sent email.
- f) Availability of Contracting Authority: During the 4 hours leading up to Solicitation Closing, an SSC representative will monitor the Email Address for Bid Submission and will be available by telephone at the Contracting Authority’s telephone number shown on the cover page of this document (although the SSC representative may not be the Contracting Authority). If the bidder is experiencing difficulties transmitting the email to the Email Address for Bid Submission, the bidder should contact SSC immediately at the Contracting Authority’s coordinates provided on the cover page of this document.



- g) Email Acknowledgement of Receipt by SSC: On the day of Solicitation Closing, an SSC representative will send an email acknowledging receipt of each bid (and each email forming part of that bid, if multiple emails are received) that was received by Solicitation Closing at SSC's Email Address for Bid Submission.
- h) Delayed Email Bids: SSC will accept an email bid received in the first 24 hours after Solicitation Closing only if the bidder can demonstrate that any delay in delivering the email to the SSC Email Address for Bid Submission is due to Canada's systems. Bids received by email more than 24 hours after Solicitation Closing will not be accepted under any circumstances. As a result, bidders who have tried to submit a bid, but have not received an email acknowledging receipt from SSC shortly thereafter should contact the Contracting Authority so that they can determine whether or not the bid arrived at the SSC Email Address for Bid Submission on time.
- i) Responsibility for Technical Problems: By submitting a bid, the bidder is confirming it agrees that Canada is not responsible for:
 - i. any technical problems experienced by the bidder in submitting its bid, including emails that fail to arrive because they exceed the maximum email size or that are 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 to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated without that portion of the bid. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

2.5 Modification and Withdrawal of Bids

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

2.6 Questions and Comments

- a) Questions and comments about this solicitation can be submitted in accordance with the section of SSC's Standard Instructions entitled "**Communications**". However, instead of the deadline specified in SSC's Standard Instructions, the deadline for submitting questions is **5 business days** before closing date. Questions submitted after the deadline, may not be answered.
- b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.



2.7 **Applicable Laws**

- a) Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- b) Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.8 **Supply Chain Integrity Verification – Mandatory Qualification Requirement**

The Supply Chain Integrity (SCI) Verification is a mandatory on-going qualification submission requirements process. SCI is an important corporate requirement. Challenged by an increasingly complex cyber threat environment, Canada is committed to applying enhanced security processes and contract clauses to the acquisition of both products and services. The purpose of the Supply Chain Integrity verification process is to ensure that all product, equipment, software firmware and services that are procured by SSC meet Canada's required security and supply chain standards.



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

3.1 General Instructions

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

3.2 Bid Preparation Instructions

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

- a) **Section I:** Technical Bid and Certifications
- b) **Section II:** Financial Bid

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

3.3 Section I: Technical Bid

- a) **Bid Submission Form:** Bidders are requested to include the Form 1 – Bid Submission Form with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name, and the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the bidder with an opportunity to do so.
- b) **Certifications:** It is a requirement that bidders submit the certifications required under Part 5.
 - i. By submitting a bid, the bidder is automatically providing the following certifications set out in SSC's Standard Instructions in the section entitled "**Deemed Certifications from Each Bidder**":

Equipment and Software is "Off-the-Shelf"	Yes
System is "Off-the-Shelf"	N/A

- ii. The bidder is also required to provide the following certifications described in SSC's Standard Instructions. These certifications are requested at solicitation closing, and the bidder must submit them upon request by the Contracting Authority during the evaluation period if Canada determines that any certification is missing, incomplete or requires correction.



OEM Certification Form (Form 2)	Required – please provide the information using the OEM Certification Form provided in the attachments
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- c) **Annex A** : Statement of Work (SOW)
- d) **Annex C** : Statement of Requirement
- e) **Annex D** : Provider (P) and Provider Edge (PE) Router Test Plan
- f) **Form 3: Integrity Form** : The bidder is requested to include a completed Form 2 –Integrity Check with its bid. Using the form to provide the information is not mandatory, but it is recommended. If Form 2 is not included with the bid or if Canada determines that the information required by Form 2 is incomplete or requires correction, Canada will provide the bidder with an opportunity to do so. Upon request, the bidder must also provide any further information requested by the Contracting Authority pursuant to Section 01 of PSPC Standard Instructions 2003.
- g) **Form 4:** Covid Vaccination Requirement
- h) **Form 5** : SCSL Submission Form The bid must include all the Supply Chain Security Information required by Attachment B, taking into consideration the information provided in Annex B.

3.4 Section II: Financial Bid

List of Deliverables: Bidders must provide the part numbers and description for each item as described in **Annex A – List of Deliverables and Prices**

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



PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

a) Response Assessment

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

b) Evaluation Team

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

c) Discretionary Rights during Evaluation

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

4.2 Financial Evaluation

- a) The Total Bid Price will be conducted by calculating the sum of all extended prices using the **Financial Evaluation column of Annex B** completed by the bidders, GST/HST extra
- b) The Contractor must include a 5 year maintenance & support term providing OEM-delivered Next-Business-Day (NDB) hardware replacement on all applicable items in this Annex.

4.3 Basis of Selection

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



PART 5 CERTIFICATIONS

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

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

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

5.1 Certifications Precedent to Contract Award and Additional Information

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

a) OEM Certification

Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use Form 2 – OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

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

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

b) Integrity Provisions – Required Documentation

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



PART 6 RESULTING CONTRACT CLAUSES

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

6.1 Requirement

- a) _____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirement in accordance with, and at the prices set out in, the Contract. This includes:
- i. supplying the purchased Hardware, Software , and Licensing;
 - ii. providing the Hardware Documentation; an
 - iii. providing maintenance and support services for the Hardware during the Hardware Maintenance Period; to one or more locations to be designated by Canada.
- b) **Client:** Under the Contract, the "Client" is Shared Services Canada. The Contracting Authority, upon written notification to the Contractor, may re-designate the Client under this Contract.
- c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

6.2 Option to Purchase Additional Quantities

- a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract up to;
1. 500% of the initial contract value for additional deliveries at any time during the **firm** Contract Period (5 years).
- b) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year period(s) under the same terms and conditions and at the prices and/or rates stated in the Contract up to;
1. 100% of the initial contract value for Option year 1
 2. 100% of the initial contract value for Option year 2
- c) The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through the contract amendment.
- d) The Contracting Authority may exercise the options within the contract period years after contract award by sending a written notice to the contractor



6.3 **Standard Clauses and Conditions**

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

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

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

a) **General Condition**

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

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

b) **Supplement General Conditions**

4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance, are incorporated by reference into and form part of the Contract.

4003 (2010-08-16), Supplemental General Conditions - licensed software

c) **Additional SACC Manual Items**

B1000T (2014-06-26) Condition of Material, is incorporated by reference into and form part of the contract.

B1501C (2018-06-21) Electrical Equipment, is incorporated by reference into and form part of the contract.

6.4 **Security Requirement**

There is no security requirement for this contract.

6.5 **Delivery Date**

The initial delivery will be for the quantities specified in Annex B Column F only.

All the deliverables must be received on or before March 31, 2023, which is the Firm Delivery Date provided in the bid that resulted in the award of this contract.

If the Firm Delivery Date is March 31, 2023, the Contractor must ensure it contacts the appropriate delivery authorities by no later than 48 hours before the delivery to arrange delivery for March 31. If delivery is not made by the Contractor on or before 11:59pm on March 31, 2023, Canada may, at its sole option:



- a) refuse delivery (which may involve returning the shipment to the Contractor at the Contractor's sole cost) and terminate the contract for default, without providing any opportunity to cure.

The Contractor must ensure that all shipments clearly show the P2P Requisition number and the Contract on packing slips. The Contractor must also provide a two-day advance notice of all the shipments to the delivery contact.

6.6 Authorities

- a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Oliver Librada
Title: Procurement Officer
Shared Services Canada, Procurement and Vendor Relationships

Address: 180 Kent Street, Ottawa, Ontario, K1P 0B6
Telephone: 343-542-8460
E-mail address: Oliver.librada@ssc-spc.gc.ca

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

- b) Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____

Address: _____
Telephone: _____
E-mail address: _____

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

- c) Contractor's Representative

The Contractor Representative for the Contract is:

Name: _____
Title: _____
Organization: _____

Address: _____
Telephone: _____
E-mail address: _____



6.7 Inspection and Acceptance

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

6.8 Basis of Payment

- a) **Purchased Hardware, Software and Licensing:** For providing the Hardware, Software and Licensing in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex A, DDP destination, including all customs duties, Applicable Taxes extra.
- b) **Hardware Maintenance and Support:** For maintenance and support of the Hardware in accordance with the Contract, Canada will pay the Contractor, in advance, the firm annual price set out in Annex A, DDP destination, including all customs duties, Applicable Taxes extra.
- c) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- d) **Limitation of Expenditure:** Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- e) **Economic price adjustments in firm price contracts:** The contractor will be permitted to make a price adjustment of up to 5% of the firm price and adjustable on a per-deliverable basis once per contract year, contingent on demonstrating an increase in the Manufacturer Suggested Retail Price (MSRP) of each applicable deliverable since the previous economic price adjustment.

SSC reserves the right to discontinue use of the contract as per Part 6 Resulting Contract Clauses; Section 6.3; Sub Section a: General Conditions.

6.9 Method of Payment – Multiple Payments

H1001C (2008-05-12), Multiple Payments

6.10 Advance Shipping Notice

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

6.11 Invoicing Instructions

- a) The Contractor must submit invoices electronically through the SSC P2P portal in accordance with the section entitled “Invoice Submission” of the General Conditions. Invoices cannot be submitted



until all work identified in the invoice is completed. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method.

- b) For Purchase Orders, the Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.
- c) If the Contractor submitted an advance shipping notice, the invoice should be linked to this advance shipping notice in the SSC P2P portal. The Contractor may link more than one advance shipping notice to the invoice. The invoice must match the total quantity and price of the advance shipping notices.
- d) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- e) The Contractor must provide a digital copy of the invoice as an attachment through P2P.

6.12 **Certifications**

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

6.13 **Applicable Laws**

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

6.14 **Priority of Documents**

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

- a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- b) supplemental general conditions, in the following order:
 - (i) 4001 (2015-04-01) - Hardware Purchase, Lease and Maintenance
- c) general conditions 2030 (2018-06-21) – Higher Complexity - Goods
- d) **Annex A** : Statement of Work
- e) **Annex B** : List of Deliverables and Prices
- f) **Annex C** : Statement of Requirements
- g) **Annex D** : Provider (P) and Provider Edge (PE) Router Test Plan



h) **Annex E : Supply Chain Integrity (SCI) Assessment**

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

6.15 Foreign Nationals (Canadian Contractor)

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

6.16 Insurance

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

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

6.17 Limitation of Liability - Information Management/Information Technology

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

b) First Party Liability:

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



- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
 - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$2 million.
 - C. In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$2 million, whichever is more.
- vi. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

c) Third Party Claims:

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article 16.3.1, with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

**6.18 Hardware**

- a) With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	Yes
Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Delivery Location	As set out on Page 1 of the Contract
Delivery Date	As set out under the Section titled Delivery Date
Contractor must deliver Hardware Documentation	Yes
Contractor must update Hardware Documentation throughout Contract Period	No
Hardware Documentation must include maintenance documentation	Yes
Language of Hardware Documentation	English
Class of Maintenance Service	OEM-delivered maintenance & support services with advance replacement Return Merchandise Authorization (RMA) service on all applicable items..
Toll-free Telephone Number for Maintenance Service	[Note to Bidders: Bidders are requested to provide this information at Form 1 – Bid Submission Form].
Website for Maintenance Service	[Note to Bidders: Bidders are requested to provide this information at Form 1 – Bid Submission Form].

6.19 Safeguarding Electronic Media

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



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

6.20 Access to Canada's Property and Facilities

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



Annex A – Statement of Work

See attached Annex A



Annex B – List of Deliverables and Prices

See attached Annex B



Annex C – Statement of Requirements

See attached Annex C



Annex D : Provider (P) and Provider Edge (PE) Router Test Plan

See attached Annex D:



Annex E – Supply Chain Integrity (SCI) Assessment

1. SCI REQUIREMENT

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

Definitions

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

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

Ongoing Qualification Submission Requirements

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

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

- a) **IT Product List:** Bidders must identify the Products over which Canada’s Data would be transmitted and/or on which Canada’s Data would be stored, that would be used and/or installed by the Bidders or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product;
 - i. **Location:** identify the where each Product is interconnected with any given network for Canada’s Data (identify the service delivery points or nodes, such as points of presence, third party locations, data centre facilities, operations centre, security operations centre, internet or other public network peering points, etc.);
 - ii. **Product Type:** identify the generally recognized description used by industry such as hardware, software, etc.; components of an assembled Product, such as module or card assembly, must be provided for all layer 3 internetworking devices;
 - iii. **IT Component:** identify the generally recognized description used by industry such as firewall router, switch, server, security appliance, etc.;



- iv. **Product Model Name or Number:** identify the advertised name or number of the Product assigned to it by the Product Manufacturer;
- v. **Description and Purpose of the Product:** identify the advertised description or purpose by the Product Manufacturer of the Product and the intended usage or role in the Work described in the resulting contract;
- vi. **Source:** identify the Product Manufacturer, Software Publisher and/or Original Equipment Manufacturer of embedded components;
- vii. **Name of Subcontractor:** in the “SCSI Submission Form” provided with this solicitation, “Name of Subcontractor” refers to the subcontractor that will provide, install or maintain the Product, if the Bidder would not do so itself.

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

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

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

2. ASSESSMENT OF SUPPLY CHAIN SECURITY INFORMATION:

Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Bidder’s solution could compromise or be used to compromise the security of Canada’s equipment, firmware, software, systems or information.

In conducting its assessment:

- a) Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid submission being disqualified.
- b) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid submission or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.

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



- a) Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's Supply Chain Security Information.
- b) The notice will provide the Bidder with one opportunity to submit revised Supply Chain Security Information within the 2 calendar days following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Contracting Authority).
- c) If the Bidder submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Bidder's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the previously Bidder will be disqualified and unable to participate in the subsequent procurement phase(s).

By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Bidder acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:

- d) qualification pursuant to the SCI assessment does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of any subsequent solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent solicitation;
- e) qualification pursuant to the SCI assessment does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
- f) arising security threats may affect some aspect(s) of a Bidder's Supply Chain Security Information which has become the subject of security concerns. At that point, Canada will notify the Bidder and provide the Bidder with an opportunity to revise its Supply Chain Security Information, using the same process described above; and
- g) during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or subcontractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.

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

Any Bidder that has qualified based on the SCI assessment will be required to provide the proposed hardware throughout the contract period. Except pursuant to the potential Product Substitutions, no alternative or additional Products or subcontractors may be proposed by the Bidder. This will be a mandatory requirement of the solicitation process.

By submitting its SCS, the Bidder agrees to the terms of the following non-disclosure agreement (the **"Non-Disclosure Agreement"**):

- a) The Bidder agrees to keep confidential any information it receives from Canada regarding Canada's assessment of the Bidder's Supply Chain Security Information (the **"Sensitive Information"**) including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada's concerns.
- b) Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise, and



regardless of whether or not that information is labeled as classified, confidential, proprietary or sensitive.

- c) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a need to know the information as well as a security clearance commensurate with the level of Sensitive Information being accessed, without first receiving the written consent of the Contracting Authority.
- d) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by this Sub-article, accesses the Sensitive Information at any time.
- e) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.
- f) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder's security clearance and review of the Bidder's status as an eligible bidder for other requirements.
- g) This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information).



Form 1 – Bid Submission Form

BID SUBMISSION FORM		
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group 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 #	
	Email	
Bidder's Procurement Business Number (PBN) <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
Information for SACC 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance	Toll-free Telephone #	
	Website for Maintenance Service	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.		
Signature of Authorized Representative of Bidder		

**Form 2 – OEM Certification Form****OEM Certification Form**

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

Name of OEM _____

Signature of authorized signatory of OEM _____

Print Name of authorized signatory of OEM _____

Print Title of authorized signatory of OEM _____

Address for authorized signatory of OEM _____

Telephone no. for authorized signatory of OEM _____

Fax no. for authorized signatory of OEM _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

**Form 3 – Integrity Form**

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

Adresse de courriel /E-mail Address: Oliver.Librada@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:

**Form 4 – Covid-19 Vaccination Requirement**

1. *SACC Manual Clause 4013 - Compliance with on-site measures, standing orders, policies, and rules in the solicitation and the resulting contract.*

Full Text:

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

2. *SACC Manual Clause A3080T – COVID-19 vaccination requirement*

Full Text:

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

3. *SACC Manual Clause A3081T - COVID-19 vaccination requirement certification*

Full Text:

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

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of

_____ (*name of business*) pursuant to

_____ (*insert solicitation number*), warrant and certify that all personnel that

_____ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement. I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

*Optional*

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

Initials: _____

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

4. *SACC Manual Clause A3015T (2014-06-26) – Certifications – Bid.*
5. *SACC Manual Clause A3015C (2014-06-26) – Certifications – Contract.*

By submission of its tender, the Tenderer confirms that it has read and understands the requirements expressed in all addenda and has included all costs of these requirements



Form 5 – SCSI Submission form

See attached