



SHARED SERVICES CANADA
Challenge-Based Standing Offer Solicitation (CBSOS) – Final (Draft)
 For
Cloud-based Security Services (CSS)
Pre-Qualified Solutions

Solicitation No.	CSS092421B - Final	Date	August 1, 2022
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<u>Closing Dates and Times</u> 1. Invitation to Qualify Solutions 2. Offer Closing 1 - SP/OEM 3. Offer Closing 2 - Resellers	1. April 11, 2022 at 15:00 2. (To be Determined) at 15:00 3. September 19, 2022 at 15:00		
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Destination of Goods/Services	See Herein		
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Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)	Name/Title		
	Signature		Date



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Shared Services Canada Challenge-Based Standing Offer Solicitation

Canada, as represented by the Minister of Digital Government, hereby requests a Standing Offer(s) on behalf of the Identified Users herein.

Shared Services Canada (SSC), Centre of Expertise in Agile and Innovative Procurement (CoEAIP) is currently implementing a renewed contracting framework: Agile Procurement Process 3.0 (APP3.0). APP3.0 proposes tools and flexible contracting mechanisms to improve the ability of Canada to move quicker and produce better results leveraging the procurement function. This Challenge-Based Standing Offer Solicitation is one of CoEAIP's APP3.0 contracting mechanisms.

This Challenge-Based Standing Offer Solicitation document No. CSS092421B – Final supersedes the previous Challenge-Based Standing Offer Solicitation document No. CSS092421B dated June 24, 2022, with a closing date of September 19, 2022, at 15:00 EDT.

This Challenge-Based Standing Offer Solicitation contains the entire understanding of the parties and supersedes all previous oral and written understandings on the subject hereof.

SECTION 1 - GENERAL INFORMATION

1.1 Structure of the Challenge-Based Standing Offer Solicitation (CBSOS)

The CBSOS is divided into six Sections plus Annexes and Attachments.

- Section 1** General Information: provides a general description of the requirement.
- Section 2** Instructions to Offerors: provides the instructions, clauses and conditions applicable to the CBSOS.
- Section 3** Offer Preparation Instructions: provides Offerors with instructions on how to prepare their Offers.
- Section 4** Evaluation Procedures and Basis of Selection: describes how the evaluation will be conducted, and the evaluation criteria that will be used, and the basis of selection for Challenge-Based Standing Offer award.
- Section 5** Standing Offer: includes the Challenge-Based Standing Offer and the applicable terms and conditions.
- Section 6** Resulting Contract Clauses: includes the clauses and conditions which will apply to any Contract resulting from a Call-up made pursuant to the Standing Offer.

Annex and Attachments

Annexes and Attachments: includes the Annexes (supplemental material to the CBSOS) and Attachments, (supplemental material to the Standing Offer and Resulting Contract Clauses).

1.2 Problem Statement

Canada lacks an enterprise cloud-based security solution that provides the ability to deliver a consistent user experience from any device, any location, at any time.



In certain cases, Canada lacks cost-effective consistent security controls to protect Government of Canada (GC) data and assets to GC department remote sites and GC and Non-GC remote users, including SDAs (small department and agencies), when accessing the Internet, cloud-based SaaS, LaaS, and PaaS, and GC on-premise services. This results in lost productivity, high cost, lower user satisfaction and morale, increased cybersecurity risks, and inconsistent user experience.

In order to solve the problem(s) Canada wishes to improve and optimize the ability to securely consume and deliver cloud-based services effectively, efficiently, and quickly.

Refer to Attachment A - Statement of Challenge for a detailed description of the Statement of Challenge.

(Note to Offerors: The scope of the resulting Standing Offer(s) may evolve as innovative components become available which could help solve the problem(s).)

1.3 CBSOS Process

Unlike traditional procurement, CBSOSs are based on the concept that Canada can best perform procurement if it presents the requirement as a “need” (problem statement), and allows industry the freedom to propose innovative Solutions that fill that need. CBSOSs are issued in terms of need and are accompanied by contractual terms and conditions outlining industry participation, including mechanisms for evaluating proposed Solutions. Solutions typically take the form of “Proof of Concepts”, and evaluations assess how well Solutions satisfy the need.

The CBSOS process is divided into four main components: **Invitation to Refine - Wave 1, Invitation to Refine - Wave 2 (Pre-Qualify Solutions), CBSOS Final - Solution, and CBSOS Final - SP/OEM & Resellers of Qualified Solution.**

1.3.1 Invitation to Refine - Wave 1: Discussion with Software Publisher(s) (SP), Original Equipment Manufacturer(s) (OEM) and Reseller(s) of SP/OEM Solutions (Reseller)

Throughout the Invitation to Refine - Wave 1, (under the CBSOS - Initial No.: CSS0924221A) up to 10 SP/OEM Offerors, offering a “distinct solution” were invited to provide feedback on the problem statement by participating in videoconference interactions (Invitation to Refine events), answering surveys, and other types of activities facilitated by Canada, in order to help Canada characterize what industry has to offer. During the Invitation to Refine - Wave 1, Canada also interacted in online forums with Resellers, who were invited to provide feedback to help Canada determine the best way to leverage Resellers at the Contract stage. The purpose of the Invitation to Refine - Wave 1 was to help Canada characterize what industry has to offer, and to finalize the CBSOS.

1.3.1.1 Software Publisher, Original Equipment Manufacturer and Reseller - Defined

For the purpose of this Solicitation, the following definitions apply.

Software Publisher: An organization that develops and markets software. It includes market research, software production and software distribution. Publishers may develop their own programs, or contract for outside development. The titles "software publisher," "software developer," and "developer" are used synonymously; however, "developers" may be limited to designing the user interface and programming, whereas a "publisher" implies distribution and marketing as well as development.

Original Equipment Manufacturer: The company that makes the products (the "original" manufacturer).



Reseller: An organization that sells hardware and software to the general public. Resellers purchase products from software publishers and original equipment manufacturers.

1.3.1.2 Distinct Solutions

Solutions that are “distinct” from one another means Solutions that are comprised of:

- dissimilar *software* (as defined in 01, *Interpretation of the Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information*);
- dissimilar *Intellectual Property* (as defined in 01, *Interpretation of the Supplemental General Conditions – Contractor to Own Intellectual Property Rights in Foreground Information*; and
- dissimilar *codebases* i.e., a codebase (or code base) is a collection of source code used to build a particular software system, application, or software component.

1.3.2 Invitation to Qualify Solutions (Stage 4)

The purpose of the Invitation to Qualify Solutions process (under the CBSOS - Initial No.: CSS0924221B) was to pre-qualify CSS Solutions against a set of mandatory and rated evaluation criteria, Canada “ranked” Solutions as part of this pre-qualifying process. Following the pre-qualification stage, Canada decided; in accordance with the Invitation to Qualify Solutions process, to pivot directly to the Proof of Concept Work Segment (WS).

1.3.3 Invitation to Refine - Wave 2 (Pre-Qualify Solutions)

With the release of this Solicitation No. CSS092421B, we began Stage 5: Invitation to Refine - Wave 2 (Pre-Qualified Solutions).

1.3.4 Final CBSOS (Solution)

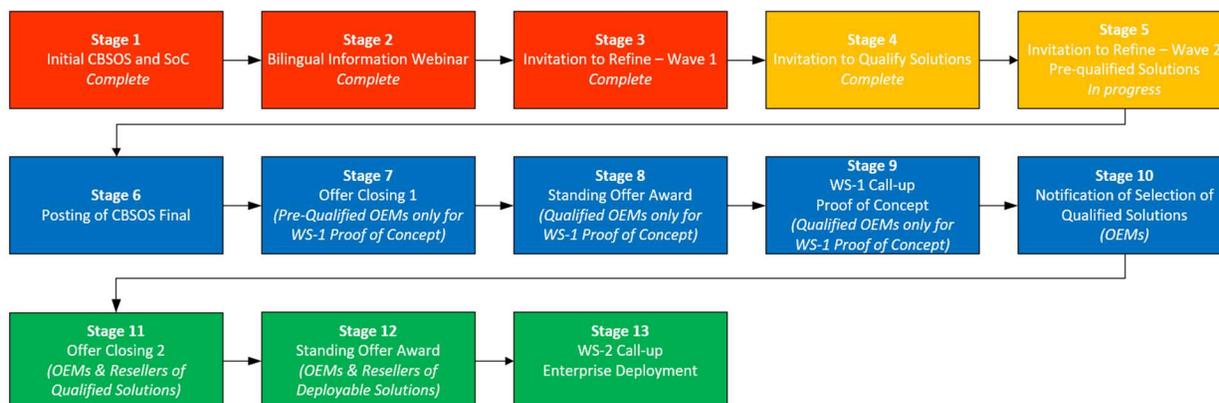
Following Wave 2, this Final CBSOS (Pre-Qualified Solution) is issued which includes the conditions outlining industry participation and mechanisms for evaluating SP/OEM Offers.

1.3.5 Final CBSOS (SP/OEMs & Resellers)

Following the Final CBSOS (Pre-Qualified Solution) and the Proof of Concept WS, the Final CBSOS (SP/OEMs & Resellers) is issued, which includes the conditions outlining industry participation and mechanisms for evaluating SP/OEMs & Resellers Offers.

1.4 CBSOS Stages

(Note to Offerors: Stage 1: CBSOS - Initial, Stage 2: Bilingual Information Webinar, and Stage 3: Invitation to Refine - Wave 1, were completed under the CBSOS - Initial No.: CSS0924221A, Stage 4: Invitation to Qualify Solutions was completed under CBSOS - Initial No.: CSS092421B.)



Stage 5: Invitation to Refine - Wave 2 (Pre-Qualified Solutions)

At Stage 5, based on observations during the Invitation to Refine sessions Wave 1, and the results of Stage 4: Invitation to Qualify Solutions of the CBSOS - Initial No.: CSS0924221B, Canada will refine and issue to SP/OEM Offerors (whose Solutions were pre-qualified at Stage 4), the CBSOS Final (Draft) - Pre-Qualified Solutions, beginning Component 3 of the Solicitation process. SP/OEM Offerors of Pre-Qualified Solutions may be invited to feedback sessions such as 1-on-1s, designed to contribute to the improvement of APP3.0.

Stage 6: Posting of CBSOS Final

At Stage 6, based on observations during the Invitation to Refine sessions Wave 1, and the results of Stage 4: Invitation to Qualify Solutions of the CBSOS - Initial No.: CSS0924221B, and Offeror's feedback to the CBSOS Final (Draft) - Pre-Qualified Solutions, Canada will refine and issue to SP/OEM Offerors (whose Solutions were qualified at Stage 4), the CBSOS Final on Buyandsell.gc.ca.

Stage 7: Offer Closing 1 (Pre-Qualified SP/OEMs only for WS 1 Proof of Concept)

SP/OEMs of Solutions that were qualified at Stage 4 submit an Offer using Annex A - Offer Submission Form and Annex B1 - Financial Offer Form (Proof of Concept). Unlike traditional procurement, Offerors are not required to provide a comprehensive written Technical Offer ("Technical Specifications") at Offer Closing. Refer to the paragraph entitled *Submission of Written Documents by Offerors*, of Section 3 - Offer Preparation Instructions, for information on the submission of written documents by Offerors.

Stage 8: Standing Offer Award (Qualified SP/OEMs Only for WS 1 Proof of Concept)

SP/OEM Offerors of Pre-Qualified Solutions that are compliant with the mandatory procedural requirements and the Mandatory Financial Evaluation Criteria described herein are awarded a Standing Offer. Canada anticipates awarding up to two (2) Standing Offers.

Stage 9: WS 1 Call-up Proof of Concept (Qualified SP/OEMs Only for WS 1 Proof of Concept)

Following Standing Offer award, the Standing Offer Authority may issue a Call-Up Instrument for WS 1 - Proof of Concept, to the Offerors holding a Standing Offer (Offer Holders) to develop, test, and evaluate Pre-Qualified Solutions in parallel, forming a procurement ecosystem. The proof of concept development, testing, and evaluation WS has an expected minimum duration of two (2) months and a maximum duration of up to four (4) months, and a maximum Total Estimated Cost of \$25,000., including Applicable Taxes.



Qualified Solutions - Technical Specifications

SP/OEM Offerors of Qualified Solutions are requested to submit their Qualified Solution's Technical Specifications.

(Note to Offerors: Offeror's Technical Specifications are not to be provided at Offer Closing 1, i.e., Stage 7.)

Stage 10: Notification of Selection - Qualified Solutions (SP/OEMs)

The highest-ranking SP/OEM Offerors of Pre-Qualified Solutions (up to 2 SP/OEMs) following the Evaluation Procedures and Basis of Selection process (Section 4 of the CBSOS) are notified (Notification of Selection) by Canada through Buyandsell.gc.ca that their Solution is "qualified" for the purpose of this procurement process.

Stage 11: Offer Closing 2 (SP/OEMs & Resellers of Qualified Solutions)

SP/OEMs & Resellers of Qualified Solutions submit an Offer using Annex A - Offer Submission Form and Annex B2 - Financial Offer Form (WS 2 - 4).

Stage 12: Standing Offer Award (SP/OEMs & Resellers of Qualified Solutions)

The highest ranked SP/OEMs & Resellers of a Qualified Solution following the Evaluation Procedures and Basis of Selection process (Section 4 of the CBSOS) are notified (Notification of Selection) and those that are compliant with the mandatory procedural requirements and the Mandatory Financial Evaluation Criteria described herein are awarded a Standing Offer. Canada anticipates awarding multiple Standing Offers to the highest ranking SP/OEM and/or Resellers of up to two (2) distinct Qualified Solutions.

(Note to Offerors: one (1) of the highest-ranking responsive SP/OEMs or Resellers of a qualified Solution will be a "set-aside" Standing Offer to a Small and Medium Enterprise (SME) Offeror (whether that SME Offeror is from an Under Represented Group (URG) or not). For the set-aside Standing Offer, the highest-ranked SME Offeror will be recommended for award. If there is no responsive SME Offeror that opportunity will be available to all Offerors of a qualified Solution.)

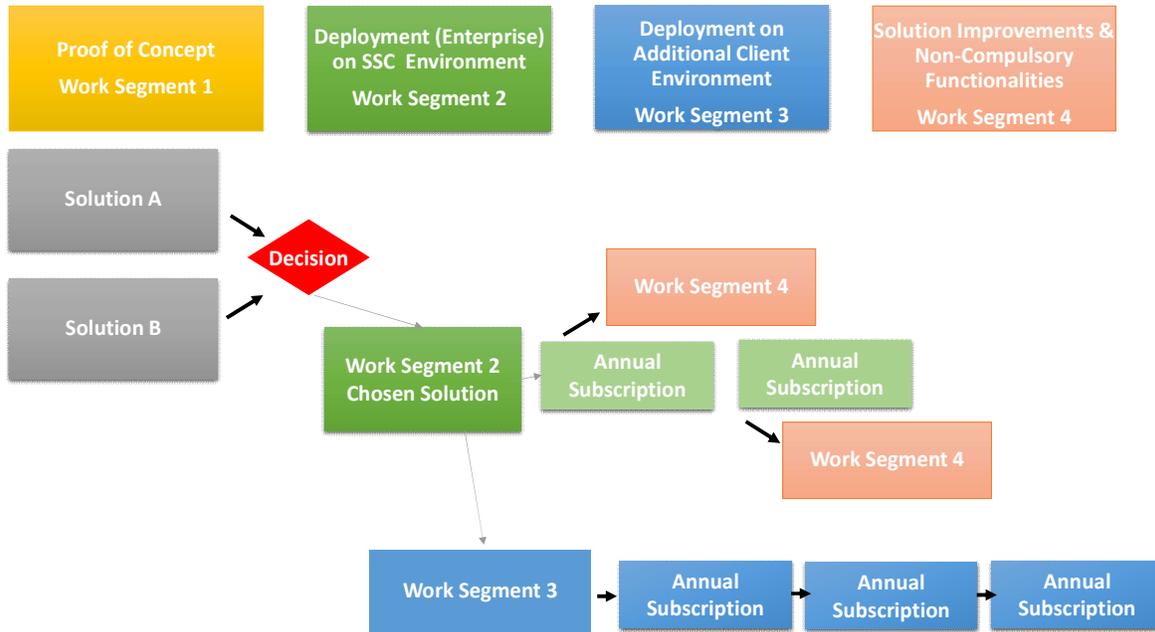
Stage 13: WS 2 Call-up: Enterprise Deployment

Following Stage 12, the Standing Offer Authority may issue a Call-Up Instrument for WS 2 – Enterprise Deployment, to "the best fit" SP/OEM and/or Reseller of a Qualified Solution holding a Standing Offer (Offer Holder) to deploy the enterprise solution. The other SP/OEMs & Resellers of a Qualified Solution holding a Standing Offer will remain part of the ecosystem.

1.5 WS - Standing Offer Call-ups

This infographic is a visual representation of the Statement of Challenge WSs, and corresponding WS Call-ups.

Work Segments/Call-ups – Infographic



WS 1 Call-ups - Proof of Concept

The Standing Offer Authority may issue WS 1 Call-ups - Proof of Concept to develop, test, and evaluate selected SP/OEM Pre-Qualified Solutions i.e., proof of concepts in parallel.

WS 2 Call-ups - Deployment (Enterprise) of the Operational Solution

The Standing Offer Authority may issue WS 2 Call-ups to deploy the Operational Solution (Enterprise) on SSC’s environment.

WS 2 Call-ups may include Call-ups for:

- Deployment of the Operational Solution
- Maintenance and Support Services
- Annual Subscription Licenses

WS 3 Call-up - Deployment (Additional Client) of the Operational Solution

SSC is a federal government department that acts as a shared services organization. SSC will use the Solution resulting from the CBSOS to provide a Solution to one or more of its Clients. The initial lead Client will be [TBD] and SSC may select other Clients to use the Solution(s), for example, for further testing of the Solution. SSC’s Clients include SSC itself, those government institutions for whom SSC’s services are mandatory, and those other organizations for whom SSC’s services are optional 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.

WS 3 Call-ups may include Call-ups for:

- Deployment of the Operational Solution
- Maintenance and Support Services



- Annual Subscription Licenses

WS 4 Call-ups - Solution Improvements & Non-Compulsory Functionalities

The Standing Offer Authority may issue Call-ups, for Solution Improvements & Non-Compulsory Functionalities.

Call-ups - Catch-All

The Standing Offer Authority may issue Catch-All Call-ups to require the Offeror to provide any non-listed items that are intended in their entirety or in part, for Cloud-based Security Services projects.

1.6 Choice of Solutions

During the Proof of Concept, Solutions will be compared. Based on favourable testing and evaluation results, from the Proof of Concept development, testing, and evaluation stage, Canada may select a Solution(s) to be deployed (WS 2 Call-ups - Deployment (Enterprise)). While the decision to issue WS 2 Call-ups - Deployment (Enterprise), is entirely within Canada's discretion, it will do so in accordance with the Attachment A - Statement of Challenge paragraph, entitled *Decision-Making Framework for Choosing Solution(s) to be Deployed*.

Following the selection of a Solution(s) to be Deployed, Canada may, by sending written notice to the Offeror, suspend or set aside the resulting Standing Offer(s) for the convenience of the Crown.

1.7 Financial Capability Assessment

At Standing Offer award Canada may conduct a complete financial capability assessment of the Offeror. Canada may request from the Offeror any financial information that Canada may require to conduct the assessment, which may include, but is not limited to, audited financial statements if available, or unaudited financial statements (prepared by the Offeror's outside accounting firm if available, or prepared in-house if no external statements have been prepared), for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years. The financial statements must include at a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement, and any notes to the statements.

1.8 Security Requirements

Refer to Attachment A1 - Security Requirements for a detailed description of the Security Requirements associated with the CBSOS.



SECTION 2 - OFFEROR'S INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an Offer agree to be bound by the instructions, clauses and conditions of the CBSOS and accept the clauses and conditions of the resulting Standing Offer.

2.2 Standard Instructions

SACC 2006 (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services – Competitive Requirements are incorporated by reference into and form part of this CBSOS, and are amended as follows.

- a) Where “Request for Standing Offer (RFSO)” appears:
Delete: in its entirety
Insert: “Challenge-Based Standing Offer Solicitation (CBSOS)”
- b) At section 03: *Standard instructions, clauses, and conditions*:
Delete: “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16.”
- c) At section 05: *Submission of offers*, subsection 4:
Delete: “Offers will remain open for acceptance for a period of not less than 60 days from the closing date of the RFSO, unless specified otherwise in the RFSO.”
Insert: “Offers will remain open for acceptance for a period of not less than 180 days from the closing date of the CBSOS, unless specified otherwise in the CBSOS.”
- d) At section 08: *Transmission by facsimile or by epost Connect*:
Delete: in its entirety
- e) At section 09: *Customs clearance*:
Delete: in its entirety;
- f) At section 13: *Communications – solicitation period*:
Delete: “To ensure the integrity of the competitive RFSO process, enquiries and other communications regarding the RFSO must be directed only to the Standing Offer Authority identified in the RFSO. Failure to comply with this requirement may result in the offer being declared non-responsive.”
Insert: “*Point of Contact*: To ensure the integrity of the Solicitation process, all enquiries regarding this Solicitation must be directed only to the Point of Contact identified in the Solicitation.”



The integrity of the Solicitation process cannot be guaranteed when Offerors seek to raise issues with other departmental representatives, by that potentially influencing the outcome of an active procurement. As such, Offerors must not engage with any departmental representative other than the Point of Contact to raise any issues. This will ensure that issues are raised and addressed in writing and subsequently circulated to all Offerors.

While public servants (who may or may not be involved in this Solicitation) may engage in exchanges in other fora, such as social media, Offerors relying on “found” information do so at their own risk.

The information exchanged between participants during the Invitation to Refine waves, will be published in “What We Heard” reports on Buyandsell.gc.ca, on a timely basis.

Official information that is binding upon Canada will only be made available by the Point of Contact on Buyandsell.gc.ca

Failure to comply with section 13: *Communications – solicitation period* may result in an Offer being declared non-responsive.

g) At section 14, *Price justification*:

Delete: “In the event that the Offeror's offer is the sole responsive offer received, the Offeror must provide, on Canada's request, one or more of the following price justification:”

Insert: “the Offeror must provide, on Canada's request, one or more of the following price justification:”

All references contained within the SACC 2005 (2022-01-28), General Conditions - Standing Offers - Goods or Services, to the Minister of Public Works and Government Services will be interpreted as a reference to the Minister of Digital Government presiding over Shared Services Canada and all references to the department of Public Works and Government Services will be interpreted as a reference to Shared Services Canada.

2.3 Enquiries - Solicitation

Questions and comments about this Solicitation can be submitted in accordance with SACC 2006 (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, section 13 *Communication - solicitation period*, there will be two (2) question periods, as follows.

(Note to Offerors: Question Period 1 (Wave 1) and Question Period 2 (Invitation to Participate - SP/OEMs) were completed under the CBSOS - Initial No.: CSS0924221A, Question Period 3 (Invitation to Qualify Solutions) was completed under CBSOS - Initial No.: CSS0924221B.)

Question Period 4 - Pre-Qualified Solutions (Offer Closing 1)

All enquiries are requested to be submitted in writing to the Point of Contact no later than three (3) calendar days before the Closing Date and Time of Stage 7: Pre-Qualified Solutions (Offer Closing 1). Enquiries received that do not meet this condition may not be answered before the Closing Date and Time. Enquiries received after that time will not be answered.

Question Period 5 - SP/OEMs & Resellers (Offer Closing 2)



All enquiries are requested to be submitted in writing to the Point of Contact no later than three (3) calendar days before the Closing Date and Time of Stage 11: SP/OEMs & Resellers (Offer Closing 2). Enquiries received that do not meet this condition may not be answered before the Closing Date and Time. Enquiries received after that time will not be answered.

Offerors should reference as accurately as possible the numbered item of the Solicitation to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature are requested to 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 a question or may request that of the Offeror, so the proprietary nature of a question is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 Point of Contact (PoC)

The Standing Offer Authority is the person designated by that title in the Solicitation, or by notice to the Offerors, to act as Canada's "Point of Contact" for all enquiries regarding the Solicitation process.

Name: Christopher Bromfield

Department: Shared Services Canada

Address: 180 Kent Street, Ottawa, ON K1G 4A8

Telephone Number: (343) 550-3959

Email Address: christopher.bromfield@ssc-spc.gc.ca

2.5 Offeror's Bilingual Information Webinar

(Note to Offerors: Stage 2: Bilingual Information Webinar was completed under the CBSOS No.: CSS0924221A.)

2.6 Invitation to Refine

(Note to Offerors: ItR - Wave 1 was completed under CBSOS No.: CSS0924221A.)

2.7 Window of Opportunity for Underrepresented Groups (URG) including Small and Medium Enterprises (SMEs)

Under Agile Procurement Process 3.0, Underrepresented Groups and Small and Medium Enterprises are invited to network with industry and government through participatory processes, e.g., Webinars, and Invitation to Refine events.

The primary goals of these participatory processes are:

- to create opportunities for URGs and SMEs to achieve active participation in the Solicitation process;
- to be "seen" by industry participants;
- to help URGs and SMEs identify shared interest as well as creative and innovative ideas;
- to forge possible alliances with other industry members participating in the Solicitation process;
- and



- to create opportunities for URGs and SMEs to participate as “Offerors” in the Solicitation process.

Mechanism for the participation of URGs and SMEs beyond the Invitation to Refine (if any) are specified herein.

(Note to Offerors: the Window of Opportunity for Underrepresented Groups section will be further developed during the Proof of Concept WS, and a revised Window of Opportunity for Underrepresented Groups section will be set out in the CBSOS Final SP/OEMs & Resellers.)

2.8 Applicable Laws

Any resulting Standing Offer must be interpreted and governed, and the relations between the parties determined by the laws in force in the province of Ontario, Canada.

Offerors may at their discretion substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Offer, by inserting the name of the Canadian province or territory of their choice in Annex A - Offer Submission Form. If no change is made the Offeror acknowledges that the applicable laws specified are acceptable to the Offeror.

2.9 Trade Agreements

This Solicitation is subject to the provisions of the following trade agreement(s):

Canadian Free Trade Agreement (CFTA)	Canada-Chile Free Trade Agreement	Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
Canada-Colombia Free Trade Agreement	Canada-European Union Comprehensive Economic and Trade Agreement (CETA)	Canada-Honduras Free Trade Agreement
Canada-Korea Free Trade Agreement	Canada-Panama Free Trade Agreement	Canada-Peru Free Trade Agreement
Canada-Ukraine Free Trade Agreement	World Trade Organization - Agreement on Government Procurement (WTO-GPA)	Canada-United Kingdom Trade Continuity Agreement

2.10 Certifications Precedent to Standing Offer Award and Additional Information

The certifications and additional information should be submitted using Annex A - Offer Submission Form. If any of the required certifications or additional information is not complete and submitted as requested, the PoC will inform the Offeror by sending a written notice of a time frame within which to comply with the request. Failure to comply with the request within the time frame specified will render the Offer non-responsive.

The certifications provided by Offerors to Canada are always subject to verification by Canada. Unless specified otherwise, Canada will declare an Offer non-responsive, or will declare a Contractor in default if any certification made by an Offeror is found to be untrue, whether made knowingly or unknowingly, whether in its Offer, during the Offer evaluation period, or during the Standing Offer period.

The Point of Contact will have the right by sending a written notice to the Offeror at any time to request additional information to verify the Offeror’s certifications. Failure to comply with this request will render the Offer non-compliant, or will constitute a default under any Call-up that may be issued as a result of the Solicitation process.



SECTION 3 - OFFER PREPARATION INSTRUCTIONS (PRE-QUALIFIED SOLUTIONS)

3.1 Submission of Written Documents by Offerors

Offerors are required to submit written documents at the following stages.

- a) Stage 7 - Offer Closing 1 (Pre-Qualified OEMs only for WS-1 Proof of Concept) (see 3.1.1)
(Note to Offerors: Offeror's Technical Specifications are not to be provided at Offer Closing 1.)
- b) Qualified Solutions - Technical Specifications (See 3.1.2)
- c) Stage 11 - Offer Closing 2 (OEMs & Resellers of Qualified Solutions) (see 3.1.3)

3.1.1 Offer Closing 1 (Pre-Qualified SP/OEMs only for WS 1 Proof of Concept)

The SP/OEM Offerors of Pre-Qualified Solutions must submit their completed Annex A - Offer Submission Form, and Annex B1 - Financial Offer Form (Proof of Concept) by the Offer Closing Date and Time noted on the cover page of the CBSOS.

3.1.2 Qualified Solution's Technical Specifications

SP/OEM Offerors of Qualified Solutions are requested to submit their Qualified Solution's Technical Specifications following the Proof of Concept WS.

3.1.3 Offer Closing 2 (SP/OEMs & Resellers of Qualified Solutions)

SP/OEMs & Resellers of Qualified Solutions must submit their completed Annex A - Offer Submission Form and Annex B2 - Financial Offer Form (WSs 2 - 4) by the Offer Closing Date and Time noted on the cover page of the CBSOS.

SP/OEMs & Resellers of Qualified Solutions must submit their completed Contract Security Program - *Application for Registration (AFR)* form by the Offer Closing Date and Time noted on the cover page of the CBSOS.

3.2 Incremental Financial Offer(s) Submission Process

Offerors must submit their Financial Offers at two stages:

- At Offer Closing 1, SP/OEM Offerors of Pre-Qualified Solutions must submit Annex B1 - Financial Offer Form (Proof of Concept).
- At Offer Closing 2, SP/OEMs & Resellers of Qualified Solutions must submit Annex B2 - Financial Offer Form (WSs 2 - 4).

3.2.1 Financial Offer - Pricing Components

Offerors must submit their Financial Offers in accordance with instructions and the pricing components set out in Annex B1 - Financial Offer Form (Proof of Concept), or Annex B2 - Financial Offer Form (WSs 2 - 4) as applicable. Offerors must not make assumptions that would conflict with the instructions and the pricing components set out in the Financial Offer Forms.



3.2.1.1 Financial Offer - Out of Scope Pricing Components

Offerors must not propose prices that would result in their Financial Offers being out of line with the pricing components set out in Annex B1 - Financial Offer Form (Proof of Concept), or Annex B2 - Financial Offer Form (WSs 2 - 4).

Offerors must not propose pricing components for performing any out of scope Work, i.e., Work that would not be required by Canada. Whether or not a proposed pricing component is an out of scope pricing component, is determined entirely in the sole discretion of Canada. Proposed out of scope pricing components, if any, will be kept for evaluation purpose only, and will not be considered as eligible prices under the resulting Standing Offer.

Offerors intending to provide Work at no cost should indicate “\$0.00” in the appropriate pricing component(s) table set out in the Financial Offer Form.

3.3 Electronic Submission of Offers Through Email

Electronic Submission of Offers Through Email

All Offerors must submit their Offers by email by the Offer Closing Date(s) to the email address identified on the cover page of the Solicitation as the “Email Address for Submitting Offers”.

Electronic submission of Offers is mandatory.

- a) Submission through Email: All Offerors must submit their Offers by email, as specified in this section.
- b) Submissions not permitted after Offer Closing: Only emails that are received at the Email Address for Submitting Offers by Offer Closing will be considered part of the Offer.
- c) Format of Offer Documents/Email Attachments: Offerors may submit Offers in any of the following approved formats:
 - i) PDF attachments; and
 - ii) documents that can be opened with either Microsoft Word or Microsoft Excel.

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

- d) Email Size: Offerors should ensure that they submit their Offer in multiple emails if any single email, including attachments, will exceed 10 MB.
- e) Email Title: Offerors are requested to include the Solicitation number identified on the cover page of Solicitation in the “subject” line of each email forming part of their Offer.
- f) Email Title Multiple Emails: Offerors that submit their Offer in multiple emails, are requested to indicate the number of the email and the total number of emails that encompass the Offerors entire Offer in the “subject” line of each email forming part of their submission (example “Email 1 of 5”).



- g) **Time of Receipt:** All emails received at the Email Address for Submitting Offers showing a “received” time before Offer Closing will be considered timely. In the case of a dispute regarding the time at which an email arrived at SSC, and the time at which the Offer is received by SSC will be determined:
- i) by the delivery time stamp received by the Offer if the Offeror 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) if the Offeror has not turned on Delivery Status Notification for the sent email, 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.
- h) **Availability of PoC:** During the 4 hours leading up to Offer Closing, an SSC representative will monitor the Email Address for Submitting Offers and will be available by telephone at the PoC’s telephone number shown on the cover page of the Solicitation (although the SSC representative may not be the PoC). If the Offeror is experiencing difficulties transmitting the email to the Email Address for Submitting Offers, the Offeror should contact SSC immediately at the PoC’s coordinates provided on the cover page of the Solicitation.
- i) **Email Acknowledgement of Receipt by SSC:** On the day of Offer Closing, an SSC representative will send an email acknowledging receipt of each Offer (and each email forming part of that Offer, if multiple emails are received) that was received by Offer Closing at SSC’s Email Address for Submitting Offers.
- j) **Delayed Email Offers:** SSC will accept an email Offer received in the first 24 hours after Offer Closing only if the Offeror can demonstrate that any delay in delivering the email to the SSC Email Address for Submitting Offers is due to Canada’s systems. Offers received by email more than 24 hours after Offer Closing will not be accepted under any circumstances. As a result, Offerors who have tried to submit an Offer, but have not received an email acknowledging receipt from SSC should contact the PoC so that they can determine whether or not the Offer arrived at the SSC Email Address for Submitting Offers on time.
- k) **Responsibility for Technical Problems:** By submitting an Offer, the Offeror is confirming it agrees that Canada is not responsible for:
- i) any technical problems experienced by the Offeror in submitting its Offer, including emails that fail to arrive because they exceed the maximum email size of 10 MB or including email or attachments 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 email 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 Offer. Offerors will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.



3.4 Supply Chain Integrity (SCI) Information - Assessment Process

There are Supply Chain Integrity requirements associated with the CBSOS. The CBSOS Final - SP/OEMs & Resellers will include the Supply Chain Integrity (SCI) Information - Assessment Process. (Refer to Annex D - Supply Chain Security Information - Assessment Process.)

(Note to Offerors: the Section 3 - Offer Preparation Instructions section will be revised during the Proof of Concept WS and a revised Section 3 - Offer Preparation Instructions (SP/OEMs & Resellers) section will be set out in the CBSOS Final SP/OEMs & Resellers.)

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SECTION 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION (PRE-QUALIFIED SOLUTIONS)

(Note to Offerors: The purpose of Wave 2 - Invitation to Qualify Solutions process (under the CBSOS - Initial No.: CSS0924221B) was to pre-qualify CSS Solutions against a set of mandatory and rated evaluation criteria, Canada “ranked” Solutions as part of this pre-qualifying process. Following the Invitation to Qualify Stage, Canada decided; in accordance with the Invitation to Qualify Solutions process, to pivot directly to the Proof of Concept Work Segment (WS).)

Offers will be assessed in accordance with the requirements of the Solicitation and the technical and financial evaluation criteria.

There are several steps in the evaluation process, which are described herein. 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 Offeror has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

An evaluation team composed of representatives of Canada will evaluate the Offers. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

4.1 Incremental Financial Offer(s) Assessment Process

Financial Offers will be assessed at two stages, at Offer Closing 1 the SP/OEM Offeror’s (whose Solutions were qualified at Stage 4) submit Annex B1 - Financial Offer Form (Proof of Concept) and will be assessed to determine compliance with the Mandatory Financial Evaluation Criteria. At Offer Closing 2, all SP/OEMs & Resellers of a Qualified Solution(s) submit Annex B2 - Financial Offer Form (WS 2 - 4) and will be assessed to determine compliance with the Mandatory Financial Evaluation Criteria described therein.

4.2 Mandatory Financial Evaluation Criteria

Financial Offers will be assessed to determine compliance with the Mandatory Financial Evaluation Criteria, by calculating the Total Proposed Price using Annex B1 - Financial Offer Form (Proof of Concept).

The maximum funding available (i.e., Mandatory Financial Evaluation Criteria) for the Proof of Concept development, testing, and evaluation phase, i.e., Standing Offer - Pre-Qualified Solutions (Proof of Concept) is \$25,000. (Applicable Taxes included).

Financial Offers must not exceed the maximum funding available for Proof of Concept, Financial Offers valued in excess of this amount will be considered non-responsive.

The disclosure of the maximum funding available does not commit Canada to spend that funding.

Financial Offers must be submitted and will be evaluated in Canadian dollars (CAD), excluding Applicable Taxes, but including shipping, travel and living expenses, Canadian customs duties, and excise taxes.

4.3 Basis of Selection

To be declared responsive, an Offer must:

- a) comply with all the requirements of the Solicitation;
- b) meet all the mandatory financial evaluation criteria, including those outlined in Annex B1 - Financial Offer Form (Proof of Concept).



Offers not meeting a) or b) will be declared non-responsive.

4.4 Certifications and Additional Information - Review Process

Canada will review all submitted certifications and additional information and determine if any further information is required.

4.5 Notification of Selection

SP/OEM Offerors following the Evaluation Procedures and Basis of Selection process, will be notified of Canada's intent; at its sole discretion, to award up to two (2) Challenge-Based Standing Offer(s), by that establishing a Standing Offer Holders List.

4.6 Standing Offer Award - Pre-Qualified Solutions (Proof of Concept)

Canada anticipates awarding up to two Standing Offers. At Standing Offer award, the Standing Offer Authority will issue a Call-Up Instrument for WS 1 - Proof of Concept to the Offerors holding a Standing Offer (Offer Holders) to develop, test, and evaluate Pre-Qualified Solutions in parallel, forming a procurement ecosystem. The proof of concept development, testing, and evaluation WS has an expected duration of four months, and a maximum Total Estimated Cost of \$25,000., inclusive of Applicable Taxes.

Standing Offer award is subject to Canada's internal approval processes. Although an Offeror may have been recommended for a Standing Offer award, a Standing Offer will only be awarded if internal approval is granted according to Canada's internal approval processes. If approval is not granted, no Standing Offer will be awarded.

Offer Closing 2 (SP/OEMs & Resellers of Qualified Solutions)

(Note to Offerors: the Section 4 - Evaluation Procedures and Basis of Selection section will be revised during the Proof of Concept WS and a revised Section 4 - Evaluation Procedures and Basis of Selection (SP/OEMs & Resellers) section will be set out in the CBSOS Final SP/OEMs & Resellers.)



SECTION 5 & 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

(Note to Offerors: the following terms and conditions are intended to form the basis of any Standing Offer(s) resulting from this Challenge-Based Standing Offer Solicitation (CBSOS.) Except where specifically set out in the Standing Offer terms and conditions, acceptance by Offerors of all the terms and conditions is a mandatory requirement of this Solicitation.

No modification to the Standing Offer terms and conditions included in the Offeror's Offer will apply to the resulting Standing Offer, even though the Offer may become part of the resulting Standing Offer.

No alternative licensing conditions for licensed software included in the Offeror's Offer, or any terms and conditions in the Offeror's Offer with respect to limitations on liability, or any terms and conditions incorporated into the Offeror's Offer by reference, will apply to the resulting Standing Offer, even though the Offer may become part of the resulting Standing Offer. Additional terms and conditions; including alternative licensing conditions for licensed software, approved by Canada (if any), are only binding on Canada if they have been included in the resulting Standing Offer at the paragraph entitled *Additional Terms and Conditions - Approved by Canada*.

Offerors submitting Offers containing statements implying that the Offer is conditional on modification to these Standing Offer terms and conditions (including all documents incorporated into the Standing Offer by reference) or containing terms and conditions that purport to supersede these Standing Offer terms and conditions will be considered non-responsive. As a result, Offerors with concerns regarding the Standing Offer terms and conditions should raise those concerns in accordance with the paragraph entitled *Enquiries - Solicitation of the CBSOS*.)

SECTION 5 STANDING OFFER

(Note to Offerors: the Standing Offer will be further customized in accordance with the CBSOS Final - Pre-Qualified Solutions prior to Standing Offer award.)

5.1 Offer

The Offeror offers to fulfil the Requirement(s) in accordance with Attachment A - Statement of Challenge.

5.2 Series of Standing Offers

The Offeror acknowledges that this Standing Offer is one of a series of [insert #] Standing Offers awarded as a result of the Challenge-Based Standing Offer Solicitation (CBSOS), issued by Canada on [insert release date] under Solicitation No. [insert #].

The award of this Standing Offer begins Work Segment (WS) 1 of the overall Cloud-based Security Services initiative described in the Solicitation.

Throughout WS 1 (Proof of Concept), awarded Standing Offers will be utilized concurrently, forming a procurement ecosystem.

The Proof of Concept WS has an expected duration of up to [insert #] months.



Canada will advise all Offerors, at the end of the Proof of Concept WS, of its intention to proceed to WS 2 - 4 Deployment (Enterprise) of the Operational Solution.

5.3 Standing Offer Award and WS 1 Call-ups - Proof of Concept

In conjunction with Standing Offer award, the Standing Offer Authority may issue WS 1 Call-ups - Proof of Concept, to develop, test, and evaluate the Solution.

5.3.1 WS 1 Call-ups - Proof of Concept

The Offeror must deliver the Cloud-based Security Services Solution - Proof of Concept and perform all the Work in accordance with the terms and conditions of any WS 1 Call-up(s), this Standing Offer, including Attachment A - Statement of Challenge, and the Contractor's Technical Specifications entitled [insert name of Offer], dated [insert date], and in accordance with the prices set out in the Attachment B1 - Basis of Payment (Proof of Concept).

5.3.1.1 Fairness and Transparency Platform

To ensure procedural fairness, the following will be implemented.

5.3.1.2 Testing Process

The Testing Process is outlined in Attachment A - Statement of Challenge.

5.3.1.3 Canada's Commitment(s) During WS 1

- Throughout WS 1, Canada commits to sharing any information material to the choice of the Solution to be deployed in a timely and equal manner with all Offerors participating in the procurement ecosystem.
- Throughout WS 1, Canada commits to disclose any Non-compulsory Additional Functionalities that Canada has become aware of and interested in exploring in a timely and equal manner to all Offerors participating in the procurement ecosystem.

5.3.1.4 Value for Money

Canada may add "found" Non-compulsory Additional Functionalities to the Solution. The Offeror will be responsible for demonstrating value for money for any Non-compulsory Additional Functionality Canada chooses to add to the Solution.

Canada may contract an independent expert to validate and advise Canada on the Solution's pricing components including "found" Non-compulsory Additional Functionality to the Solution. The independent expert's findings will be made available to the specific Offeror.

5.3.1.5 Choice of the Solutions to be Deployed (WS 2 Deployment (Enterprise))

Canada will in a timely and equal manner inform all Offerors in the procurement ecosystem of which Solution(s) is to remain available for Call-up Allocation. Following the completion of the Proof of Concept, Canada may by sending written notice to the Offeror exercise its right in its sole discretion to retain, suspend or set aside the Standing Offer.

5.4 WSs - Standing Offer Call-ups

The following WSs and associated Call-ups are available to Canada under this Standing Offer.



- WS 1 Call-ups - Proof of Concept
- WS 2 Call-ups - WS 2 Call-ups - Deployment (Enterprise) of the Operational Solution on Shared Services Canada's Operational Environment
- WS 3 Call-ups - Deployment on Additional Client's Operational Environments
- WS 4 Call-ups - Solution Improvements & Non-Compulsory Functionalities
- Call-ups - Catch-All

The prices for Call-ups exercised twenty-four (24) months after the date of Standing Offer award, and at the request of the Offeror, will be adjusted in accordance with the paragraph entitled *Price Adjustment Mechanism*.

5.4.1 WS 1 Call-ups - Proof of Concept

The Standing Offer Authority may issue WS 1 Call-ups - Proof of Concept to develop, test, and evaluate the Offeror's Solution in accordance with the paragraph entitled *Standing Offer Award and WS 1 Call-ups - Proof of Concept*.

5.4.2 WS 2 Call-ups - Deployment (Enterprise) of the Operational Solution on Shared Services Canada's Operational Environment

The Standing Offer Authority may issue WS 2 Call-ups to require the Offeror to deploy the Operational Solution on Shared Services Canada's Operational Environment, in accordance with the terms and conditions of this Standing Offer, including Attachment A - Statement of Challenge, and in accordance with the prices set out in Attachment B2 - Basis of Payment (WS 2 - 4).

[\(Note to Offerors: Canada anticipates selecting one \(1\) of the Qualified Solutions to proceed with the Deployment \(Enterprise\) of the Operational Solution on Shared Services Canada's Operational Environment.\)](#)

5.4.2.1 WS 3 Call-ups: Deployment on Additional Client's Operational Environments

The Standing Offer Authority may issue WS 3 Call-ups to require the Offeror to deploy the Solution on Additional Client's Operational Environments, in accordance with the terms and conditions of this Standing Offer, including Attachment A - Statement of Challenge, and in accordance with the prices set out in Attachment B2 - Basis of Payment (WS 2 - 4).

SSC's "Clients" include SSC itself, those government institutions for whom SSC's services are mandatory, and those other organizations for whom SSC's services are optional 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.

In deploying the Solution for additional Clients, there are potential "economies of scale" that may be realized, and that may reduce the Offeror's costs of performing the Work; consequently, a "price reduction" of the prices set out Attachment B2 - Basis of Payment (WS 2 - 4), may be a factor considered by Canada in its decision to issue WS 3 Call-ups for Deployment on Additional Client's Operational Environments.

The Offeror acknowledges that Canada prior to issuing WS 3 Call-ups may request a price reduction to the prices set out in Attachment B2 - Basis of Payment (WS 2 - 4), based on economies of scale. The



Standing Offer Authority may request the Offeror submit a price breakdown showing if applicable the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, markup, and any other supporting documentation.

The Standing Offer Authority may issue WS 3 Call-ups for Deployment on Additional Client's Operational Environments at any time after issuing WS 2 Call-ups - Deployment (Enterprise) on Shared Services Canada's Operational Environment.

For administrative purposes only, the Technical Authority and Offeror's Representative under WS 3 Call-ups for Deployment on Additional Client's Operational Environments will be determined by SSC's Client and the Offeror. The responsibilities of all Authorities as specified under the Standing Offer are transferred to those Authorities listed in the WS 3 Call-up Instrument.

For performance evaluation purposes, SSC's Client will provide an annual usage report to the Standing Offer Authority specified herein to summarize the usage, value, invoiced amounts, and lessons learned under their Standing Offer Call-ups.

5.4.3 Call-ups - Solution Improvements & Non-Compulsory Functionalities

Where the technological context renders available technological, administrative, commercial, or other types of "improvements" to the Solution that better resolve the problem(s) described in Attachment A - Statement of Challenge, the Standing Offer Authority may issue Call-ups to require the Offeror to provide those improvements in accordance with the terms and conditions of this Standing Offer including Attachment A - Statement of Challenge, and in accordance with the paragraph entitled *Basis of Payment - Solution Improvements*.

5.4.4 Call-ups - Catch-All

The Standing Offer Authority may issue Catch-All Call-ups; to require the Offeror to provide any non-listed items that are intended in their entirety or in part for the Cloud-Based Security Services initiatives, in accordance with the terms and conditions of this Standing Offer including Attachment A - Statement of Challenge, and in accordance with the paragraph entitled *Basis of Payment: Call-up - Catch-All*.

5.5 Call-up Instrument and Procedures

5.5.1 Call-up Instrument

The Work will be authorized or confirmed by the Standing Offer Authority using the duly completed Call-up Instrument (form PWGSC-TPSGC 942 "Call-up Against a Standing Offer" or equivalent) which shall contain at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act; and
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

5.5.2 Call-up Procedures



The Project Authority will provide the Offeror with a description of the Work to be performed under the Standing Offer, in accordance with the terms and conditions of the Standing Offer, including Attachment A - Statement of Challenge, in sufficient detail to enable the Offeror to establish a Firm Price for the Work.

The Offeror will submit a “Schedule of Costs” table with supporting details to the Project Authority in order to establish a Firm Price for the Work.

The Firm Price will be established in accordance with Attachment B2 - Basis of Payment (WS 2 - 4), and where warranted and deemed appropriate by the Project Authority;

- i) travel and living expenses as applicable will be calculated in accordance with current Treasury Board Travel Directives, with no allowance for profit or overhead; and where warranted and deemed appropriate by the Project Authority;
- ii) other eligible costs not included in Attachment B2 - Basis of Payment (WS 2 - 4), at direct cost with no allowance for profit or overhead.

The Work will be for a Firm Price however; whenever the Work cannot be well defined, in lieu of a Firm Price, the Project Authority may pre-authorize a time rate payment, i.e., per diem rates, with the per diem rates determined in accordance with the applicable principles for price justification, found in SACC 2006 (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements subsection 14 *Price justification*.

Authorization to proceed with the Work will be made by the issuance of a Call-up Instrument duly signed by the Standing Offer Authority and the Project Authority.

5.5.3 Limitation of Call-ups

Individual Call-ups against the Standing Offer must not exceed \$ [insert amount] (Applicable Taxes included).

5.6 Standing Offer Call-up Allocation Method (CAM)

Canada will use elements from the decision-making framework, to identify the strengths and limitation of each Offeror’s Solution. Client departments (Users) will select the right Solution “Best Fit” that meets their business goals, by taking into account the Solution’s strengths and limitations.

[\(Note to Offerors: the Standing Offer Call-up Allocation Method will be further developed during the Proof of Concept WS, and a Standing Offer Call-up Allocation Method will be set out in the CBSOS Final SP/OEMs & Resellers.\)](#)

5.7 Standing Offer Reporting - Standing Offer Holders

The Offeror must compile and maintain records on its provision of goods, services or both to Canada under Call-ups resulting from the Standing Offer. Whether or not the Offeror’s Standing Offer usage reports are acceptable to Canada is determined entirely within the sole discretion of Canada. If Canada determines that the Offeror’s reports do provide sufficient data, the PoC will by sending a written notice to the Offeror request that the Offeror correct their usage reports within any time specified in the notice.



The Offeror must provide this data in accordance with the reporting requirements detailed herein. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report. Canada may change the "NIL" reporting procedure at any time.

The data must be submitted on an annual basis, no later than 15 calendar days after the anniversary date of the Standing Offer.

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer.

5.8 Challenge-Based Standing Offer Holders List - Refresh

Subsequent to the establishment of the Standing Offer Holders List, and throughout the period of the Standing Offer, Canada may at its sole discretion, and at any point during the Standing Offer validity period re-post the CBSOS on Buyandsell.gc.ca. This would permit additional Vendors/Firms to qualify and to be added to the Standing Offer Holders List, and to allow existing Standing Offer Holders to submit proposals to modify their existing Standing Offer.

Offers will be subject to the same qualification requirements as those required in the original CBSOS - Initial, Solicitation No.: CSS092421B, dated March 4, 2022.

(Note to Offerors: no existing Standing Offer Holder will be removed from the Standing Offer Holders List as a result of the addition of any newly qualified Offerors; however, the ranking of the Standing Offer Holders may be adjusted accordingly, as a result of the addition of newly qualified Offerors.)

5.9 Suspension or Set Aside of Standing Offer by Canada

Canada may by sending written notice to the Offeror, exercise its right in its sole discretion to suspend, or set aside the Standing Offer for the convenience of the Crown.

Suspension, or set aside of the Standing Offer will not affect the right of Canada to pursue other remedies or measures that may be available. It will not, on its own, affect any Call-up entered into before the issuance of the notice. The Standing Offer Authority will however remove the Offeror from the list of Standing Offer Holders eligible to receive Call-ups under this Standing Offer. The Offeror will not be able to submit another Offer, and the Offeror will not be allowed to submit a new Offer for consideration until the requirement is re-competed.

5.10 Standing Offers Reporting - Standing Offer Users

(Note to Offerors: the Standing Offer Reporting - Standing Offer Users provisions will be set out in the CBSOS Final SP/OEMs & Resellers.)

5.11 Standard Clauses and Conditions

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

5.11.1 General Conditions

The following General Condition is incorporated by reference.



SACC 2005 (2022-01-28), General Conditions - Standing Offers - Goods or Services, apply to and form part of this Standing Offer.

5.12 Security Requirements

Refer to Attachment A1 - Security Requirements for a detailed description of the Security Requirements.

5.13 Cloud Security Requirements

Refer to Attachment A1 - Security Requirements for a detailed description of the Cloud Security Requirements.

5.14 Evolving Security Requirements (Evergreen)

As a result of the Standing Offer being perpetual, from time to time, SSC may amend any Security Requirement provision outlined in any part of the Standing Offer as a result of a policy notification, legislation, procedural or technological change. Any such change will not affect existing contracts in place prior to the date of change. Notification of such change will be sent to Standing Offer Holder via a generic email. Should a Standing Offer Holder not agree with such modifications, and no longer wishes to be considered for requirements issued under the Standing Offer framework as a result of the changes, the Standing Offer Holder will notify the Standing Offer Authority and this Standing Offer Holder will no longer be on the list of Standing Offer Holders.

5.15 Data Ownership and Sovereignty

The Parties agree that neither the operation of the Solution nor the provision of Operational Support and Maintenance Services, for the Solution, requires the Offeror at any time to access the content transmitted by Canada using the Solution. The Offeror acknowledges that:

- a) it, its employees, representatives, and agents are prohibited from accessing the content transmitted by the Solution at any time without the written consent of the Standing Offer Authority; and
- b) it is prohibited from permitting any third party to access the content transmitted by the Solution at any time without the written consent of the Standing Offer Authority.

The Offeror agrees that, although it may access the Solution remotely, it must do so only from locations within Canada and the Offeror agrees to segregate its network or access to its network in all ways required in order to ensure that no person outside the geographic boundaries of Canada is capable of accessing the Solution remotely using the Offeror's infrastructure. The Offeror acknowledges that Canada may audit compliance with this provision and agrees to provide access to its premises and systems during normal business hours to allow Canada or its representatives to conduct any such audit.

5.16 Term of Standing Offer

5.16.1 Period of the Standing Offer

The period of the Standing Offer is from award date until such time as Canada chooses to re-compete the Standing Offer, no longer deems the Standing Offer necessary, or proceeds with a different procurement vehicle.

Canada may, by notice in writing to all Standing Offer Holders, cancel this Standing Offer by giving all Standing Offer Holders at least 30 calendar days' notice of the cancellation.



5.16.2 Delivery Points

Delivery will be made to delivery point(s) specified at Attachment A - Statement of Challenge.

5.17 Changes to the Standing Offer (Evergreen Clause)

As a result of the Standing Offer being perpetual, from time to time, SSC may amend any part of the Standing Offer as a result of, but not limited to, a policy notification, legislation, or procedural change. Any such change will not affect existing contracts in place prior to the date of change. Notification of such change will be sent to Standing Offer Holder via a generic email, requesting that the Offer Holder accept the proposed Standing Offer amendment. Should a Standing Offer Holder not agree with the amendment, and no longer wishes to be considered for requirements issued under the Standing Offer framework as a result of the changes, the Standing Offer Holder will notify the Standing Offer Authority and this Standing Offer Holder will no longer be on the list of Standing Offer Holders.

5.18 Authorities

5.18.1 Standing Offer Authority

The Standing Offer Authority for the Contract is:

(Note to Offerors: this information will be completed at Standing Offer award.)

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

5.18.2 Project Authority

The Project Authority for the Standing Offer is:

(Note to Offerors: this information will be completed at Standing Offer award.)

The Project Authority is responsible for all matters concerning the technical content of the Work under the Standing Offer. 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 Standing Offer amendment issued by the Standing Offer Authority.

5.18.3 Offeror's Representative

(Note to Offerors: this information will be completed at Standing Offer award.)

[insert Representative's name] _____ has been appointed as the representative for the Offeror and has full authority to act as agent for the Offeror regarding all matters relating to the Standing Offer.

[Delete entire Article if not a Joint Venture Offeror.]

5.18.4 Joint Venture



(Note to Offerors: this paragraph will be deleted if the Offeror awarded the Standing Offer is not a Joint Venture. If the Offeror is a Joint Venture, this clause will be completed with information provided in the Offeror's Offer.)

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

5.19 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, IV and V of the *Financial Administration Act*, R.S.C. 1985, c. F-11.

5.20 Price Adjustment Mechanism

At the request of the Offeror, the prices outlined in Attachment B2 - Basis of Payment (WS 2 - 4), for Call-ups issued twenty-four (24) months after the date of Standing Offer award, will be adjusted in accordance with the following Price Adjustment Mechanism.

The prices will be adjusted to account for inflation according to [Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted, All-items, Canada](#)

New Price =

$$\text{Initial Price} \times \left(1 + \frac{\text{CPI exercise date of the Option-CPI at the Standing Offer award} - \text{CPI at Standing Offer award}}{\text{CPI at Standing Offer award}}\right)$$

For example:



The initial price for a Requirement - WS 3 Call-ups is \$ 1000.

Standing Offer award March 31, 2019.

A WS 3 Call-up for a deployment requirement on additional Client's operational environment is issued on June 2, 2021.

CPI for March 2019 = 134 (hypothetical value)

CPI for May 2021 = 136

The new price = $1000 * (1 + (136-134) / 134) = \$ 1,014.93$

5.21 Exchange Rate Fluctuation

Canada assumes some of the risks and benefits of exchange rate fluctuation. The exchange rate fluctuation amount is determined in accordance with the provision of this Article.

- a) From Standing Offer award to invoice payment(s), if raised by Canada or the Offeror, Canada will adjust the price(s), as specified in Attachment B2 - Basis of Payment (WS 2 - 4), to reflect the exchange rate fluctuation, in Canadian dollars (CAD), if the exchange rate fluctuation is greater than 8% (increase or decrease) from the date of Standing Offer award. If either of the aforementioned dates fall on a Saturday, Sunday or statutory holiday (non-Federal Government Working Days), Canada will calculate the rate using the previous workday. The exchange rate adjustment amount will be calculated in accordance with the following formula:

adjustment = price(s) at standing offer award X (exchange rate for adjustment - initial exchange rate) / exchange rate for adjustment

- b) The initial exchange rate (CAD) is set as the daily average rate as published by the Bank of Canada on the Offer Closing date.
- c) Canada may audit any price adjustments in accordance with the Accounts and audit provisions of the SACC 2035 (2022-05-12), *General Conditions - Higher Complexity - Services*.
- d) This clause will only apply to the goods and services directly impacted by the exchange rate e.g., hardware, software, and certain operational maintenance and support services.

5.22 Financial Limitation Total

The total cost to Canada resulting from Call-ups against the Standing Offer must not exceed the sum of \$ [insert \$ amount] (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any Work or services or supply any articles in response to Call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 % of this amount has been committed, or four months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

5.23 Direct Request by Customer Department

SACC A9117C (2007-11-30), T1204 - Direct Request by Customer Department

Is incorporated into the CBSOS by reference.



5.24 Taxes - Foreign-based Contractor

[Use the following clause in Standing Offers when an Offer may be received from a foreign-based contractor.]

SACC C2000C (2007-11-30), Taxes - Foreign-based Contractor

Is incorporated into the CBSOS by reference.

5.25 Certifications of Compliance

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period of the Standing Offer and of any resulting Contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or that it is determined that any certification made by the Offeror in its Offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting Contract for default and set aside the Standing Offer.

5.26 Applicable Laws

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

(Note to Offerors: this information will be completed at Standing Offer award.)

5.27 Foreign Nationals

[Use the following clause in Standing Offers for goods and services with a Canadian Offeror where there could be a need for the Offeror to hire foreign nationals (i.e., non-Canadians or non-permanent residents) to work in Canada.]

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

Is incorporated into the CBSOS by reference.

Or

[Use the following clause in Standing Offers for goods and services with a foreign Offeror where there could be a need for the Offeror to hire foreign nationals (i.e., non-Canadians or non-permanent residents) to work in Canada.]

SACC A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

Is incorporated into the CBSOS by reference.

5.28 Insurance – No Specific Requirement

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

5.29 Limitation of Liability - Public Cloud Software as a Service (SaaS)

First Party Liability



Contract Performance: The Contractor is fully liable for all damages to Canada, arising from the Contractor's performance or failure to perform the Contract.

Data Breach: The Contractor is fully liable for all damages to Canada resulting from its breach of security or confidentiality obligations resulting in unauthorized access to or unauthorized disclosure of records or data or information owned by Canada or a third party.

Limitation Per Incident: Subject to the following section, irrespective of the basis or the nature of the claim, the Contractor's total liability per incident will not exceed the cumulative value of the Contract invoices for 12 months preceding the incident.

No Limitation: The above limitation of Contractor liability does not apply to:

- willful misconduct or deliberate acts of wrongdoing, and
- any breach of warranty obligations.

Third Party Liability: Regardless whether the third party claims against Canada, the Contractor or both, each Party agrees that it will accept full liability for damages that it causes to the third party in connection with the Contract. The apportionment of liability will be the amount set out by agreement of the Parties or determined by a court. The Parties agree to reimburse each other for any payment to a third party in respect of damages caused by the other, the other Party agrees to promptly reimburse for its share of the liability.

5.30 Safeguarding Electronic Media

- a) Before using them on Canada's equipment or sending them to Canada, the Offeror 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 Offeror 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 Standing Offer, including accidental erasure, the Offeror must immediately replace it at its own expense.

5.31 Priority of Documents

The Parties agree that only the conditions that expressly form part of the Standing Offer, by being written out in full in the Standing Offer or an Attachment or Annex to the Standing Offer, listed in the Priority of Documents section in the Standing Offer, form part of the Standing Offer.

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

- a) the Call-up against the Standing Offer, including any Attachments and Annexes;
- b) the Standing Offer, including any attachments and annexes;
- c) SACC 2005 (2022-01-28), General Conditions - Standing Offers - Goods or Services);
- d) the Offeror's Offer dated _____ [insert date of offer], as amended on _____ [insert date(s) of amendment(s), if applicable], not including any software publisher license terms and conditions that may be included in the Offer, not including any terms and conditions in the Offer



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 Offer.

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SECTION 6 RESULTING CONTRACT CLAUSES

(Note to Offerors: the Resulting Contract Clauses will be further customized in accordance with the CBSOS Final - Pre-Qualified Solutions Solicitation prior to Standing Offer award.)

The following clauses and conditions apply to and form part of any Contract resulting from a Call-up issued against the Standing Offer.

6.1 Statement of Challenge

The Contractor must perform the Work described in the Call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

The following General Condition is incorporated by reference.

SACC 2030 (2022-05-12), General Conditions - Higher Complexity - Goods

6.2.2 Supplemental General Conditions

(Note to Offeror: the following Supplemental General Conditions may or may not be incorporated into the resulting Standing Offer. The Standing Offer will include the applicable Supplemental General Conditions).

The following Supplemental General Conditions are incorporated by reference.

SACC 4003 (2010-08-16), Supplemental General Conditions - Licensed Software

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

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

SACC 4013 (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules

SACC 4014 (2022-06-20), Suspension of the work

SACC A9117C (2007-11-30), T1204 - Direct Request by Customer Department

SACC C2000C (2007-11-30), Taxes - Foreign-based Contractor

6.2.2.1 4003 Supplemental General Conditions - Licensed Software

(a) With respect to the terms and conditions of Supplemental General Conditions 4003 the following applies.

Licensed Software	<p>The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its Offer, and any other software required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products:</p> <p>[insert product list]</p> <p>(Note to Offeror: this information will be completed at Standing Offer award using information from the Offeror's Offer.)</p>
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Type of License being Granted	[insert, User or Device or Entity] License, in accordance with section [insert 04, or 05, or 06] of 4003. (Note to Offeror: this information will be completed at Standing Offer award.)
Delivery Location	As specified in Attachment A - Statement of Challenge
Media on which Licensed Software must be Delivered	DVD, USB, or Internet link for download (including any file hash code)
Source Code Escrow Required	No

6.2.2.2 4004 Supplemental General Conditions - Maintenance and Support Services for Licensed Software

(a) The terms and conditions of Supplemental General Conditions 4004 are modified as follows.

Hours for Providing Hot Line Support Services	24 hours per day, 7 days a week (24/7)
Contact Information for Accessing the Contractor's Support Services	In accordance with section 05 <i>Support Services</i> of 4004, the Contractor will make its support services available through the following: <ul style="list-style-type: none"> • Toll-free Telephone Access: • Toll-free Fax Access: • Email Access: (Note to Offeror: this information will be completed at Standing Offer award using information from the Offeror's Offer.)
Website	In accordance with section 05 <i>Support Services</i> of 4004, the Contractor must make support services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic and support tools. Despite the Hours for Providing Hot Line Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is: (Note to Offeror: this information will be completed at Standing Offer award using information from the Offeror's Offer.)
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.
Section 07, paragraph 1 of 4004: <i>Canada's Responsibilities</i>	Canada will not maintain, for the software Support Period, a telephone line and Internet access for use in connection with the software support services.

6.3 Supply Chain Integrity Requirements

6.3.1 On-going Supply Chain Integrity Process



(a) Supply Chain Integrity Process

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

an IT Product List (including ownership information);

a list of Subcontractors; and

any other SCSI.

This SCSI is included as Attachment **[X]** **(change reference to Attachment [X] as required)**. 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. These following provisions govern that process.

(b) Assessment of New SCSI

During the Contract Period, the Contractor may need to modify the SCSI information contained in Attachment **[X]**. In that regard:

(i) the Contractor, starting at Contract award, must revise its SCSI at least once a month to show all changes made, as well as all deletions and additions to the SCSI that affect the Work 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 Contract Authority in writing that the existing list is unchanged;

(ii) the Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contract 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 Work being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time;

(iii) Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Contract Authority, provide any information that Canada requires to perform its assessment; and

(iv) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of any proposed new SCSI.

(c) Identification of New Security Vulnerabilities

(i) The Contractor must provide to Canada timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any Product used to deliver Services that would allow an unauthorized individual to



compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications it hosts.

(ii) The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified and, that being the case, new security vulnerabilities may be identified in SCSIs that have already been the subject of an SCSI assessment and assessed without security concerns by Canada, either during the Solicitation process or later during the Contract Period.

(d) Addressing Security Concerns

(i) If Canada notifies the Contractor of security concerns regarding a Product that has not yet been deployed, the Contractor agrees not to deploy it in connection with this Contract without the written consent of the Contract Authority.

(ii) At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, there is a Product that is being used in the Contractor's Solution (including use by a Subcontractor) that has been assessed as having the potential to compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:

provide Canada with any further information requested by the Contract Authority so that Canada may perform a complete assessment;

if requested by the Contract Authority, propose a mitigation plan (including a schedule), within 10 FGWDs, such as migration to an alternative Product. The Contract Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and

implement the mitigation plan approved by Canada.

This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.

(iii) Despite the previous provision, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contract 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 Contract 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 Contract Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

(e) Cost Implications



(i) Any cost implications related to a demand by Canada to cease deploying or to remove a particular Product or Products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a Contract amendment. However, despite any such negotiations, the Contractor must cease deploying and/or remove the Product(s) as required by Canada. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:

with respect to Products already assessed without security concerns by Canada pursuant to an SCSJ assessment, evidence from the Contractor of how long it has owned the Product;

with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;

evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;

the normal useful life of the Product;

any “end of life” or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;

the normal useful life of the proposed replacement Product;

the time remaining in the Contract Period;

whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its Subcontractors;

whether or not the Product being replaced can be redeployed to other customers;

any training required for Contractor personnel with respect to the installation, configuration, and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;

any development 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

the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.

(ii) Additionally, if requested by the Contract Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this provision has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the Work required by the Contract Authority and must be signed and certified as accurate by the Contractor’s most senior financial officer, unless stated otherwise in writing by the Contract Authority. Canada must consider the supporting



information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its Subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.

(iii) Despite the other provisions herein, if the Contractor or any of its Subcontractors deploys new Products that Canada has already indicated to the Contractor are the subject of security concerns in the context of the Work, Canada may require that the Contractor (or any of its Subcontractors) immediately cease deploying or remove that Product. In such cases, any costs associated with complying with Canada's requirement will be borne by the Contractor and/or Subcontractor, as negotiated between them. Canada will not be responsible for any such costs.

(f) General

The processes described in these provisions may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.

The processes described in these provisions also apply 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.

Any service levels (if applicable) that are not met due to a transition to a new Product or Subcontractor required by Canada pursuant to these provisions 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.

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 Contract Authority and the Technical Authority and the Contractor must enforce the terms of its contractual agreement with its Subcontractor.

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.

6.3.2 Change of Control

(a) At any time during the Contract Period, if requested by the Contract Authority, the Contractor must provide to Canada:

(i) an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this sub-provision, a corporation or partnership will be considered related to another entity if:

they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;



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

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;

(ii) 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;

(iii) 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.

(b) If requested by the Contract 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 Contract Authority.

(c) The Contractor must notify the Contract Authority in writing of:

(i) any change of control in the Contractor itself;

(ii) any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and

(iii) any change of control in any Subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the Subcontractor, up to the ultimate owner).

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

(d) In this provision, 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.



(e) 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.

(f) If Canada determines in its sole discretion that a change of control affecting a Subcontractor (either in the Subcontractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 90 days of receiving Canada’s determination, arrange for another Subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing Subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 180 days of receiving the original notice from the Contractor regarding the change of control.

(g) In this provision, 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.

(h) 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 provision where the Contractor or 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 provision still apply.

6.3.3 Subcontracting

(a) Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Contract Authority has first consented in writing. In order to seek the Contract Authority’s consent, the Contractor must provide the following information:

the name of the Subcontractor;

the portion of the Work to be performed by the Subcontractor;

the Designated Organization Screening or the Facility Security Clearance (FSC) level of the Subcontractor;

the date of birth, the full name and the security clearance status of individuals employed by the Subcontractor who will require access to Canada’s facilities;

completed sub-SRCL signed by the Contractor’s Company Security Officer for CISD completion;
and



any other information required by the Contract Authority.

(b) For the purposes of this provision, 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.

6.4 Security Requirements

Refer to Attachment A1 - Security Requirements for a detailed description of the Security Requirements.

6.5 Term of Contract

6.5.1 Period of the Contract

The Work must be completed in accordance with the Call-Up against the Standing Offer.

6.5.2 Delivery Date

Delivery must be completed in accordance with the Call-up against the Standing Offer.

6.6 Payment

6.6.1 Basis of Payment

6.6.1.1 Basis of Payment - Firm Price

WS 1 Call-ups - Proof of Concept

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price; as specified in Attachment B1 - Basis of Payment (Proof of Concept), of [insert \$ amount] Customs duties are included, and Applicable Taxes are included .

6.6.1.2 Basis of Payment - Ceiling Price

- **WS 2 Call-ups - WS 2 Call-ups - Deployment (Enterprise) of the Operational Solution on Shared Services Canada’s Operational Environment**
- **WS 3 Call-ups - Deployment on Additional Client’s Operational Environments**

In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid as specified in Attachment B2 - Basis of Payment (WS2 - 4), to the Ceiling Price(s) specified in the authorized Call-up against the Standing Offer. Customs duties are included, and Applicable Taxes are extra.

6.6.1.3 Basis of Payment - Call-ups Solution Improvements & Non-Compulsory Functionalities

[Choose Option 1] In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid, for improvements that are provided by the Contractor itself, the prices determined in accordance with the applicable principles for price justification, found in SACC 2006 (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements subsection 14 *Price justification*.

In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid, for improvements that are provided by a third-party (other than the Contractor), cost, plus a 5% mark-up.

Or



[Choose Option 2] In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid, for improvements that are provided by the Contractor itself, the prices determined in accordance with the applicable forms of price support.

Upon request by the Standing Offer Authority, the Contractor must submit the following forms of price support:

- 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 Contractor is required to keep the identity of its customers confidential, the Contractor may black out any information on these invoices that could reasonably reveal the customer's identity, as long as the Contractor 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 Contractor), in order to allow Canada to determine whether the goods or services received by the customer are comparable to those Canada receives from the Contractor;
- 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, profit, etc.;
- d) a price certification from the Contractor and/or;
- e) in accordance with the SACC 1031-2 (2012-07-16) Contract Cost Principles.

In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid, for improvements that are provided by a third-party (other than the Contractor), cost, plus a 5% mark-up.

6.6.1.4 Basis of Payment: Call-ups - Catch-All

[Choose Option 1] In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid, for any non-listed items that are or may be intended, in their entirety or in part, for the **[insert Project name]** project, that are provided by the Contractor itself, the prices determined in accordance with the applicable principles for price justification, found in SACC 2006 (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements subsection 14 *Price justification*.

In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid, for any non-listed items that are or may be intended, in their entirety or in part, for the **[insert Project name]** project, that are provided by a third-party (other than the Contractor), cost, plus a 5% mark-up.

Or

[Choose Option 2] In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid, for any non-listed items that are or may be intended, in their entirety or in part, for the **[insert Project name]** project, that are provided by the Contractor itself, the prices determined in accordance with the applicable forms of price support.



Upon request by the Standing Offer Authority, the Contractor must submit the following forms of price support:

- 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 Contractor is required to keep the identity of its customers confidential, the Contractor may black out any information on these invoices that could reasonably reveal the customer's identity, as long as the Contractor 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 Contractor), in order to allow Canada to determine whether the goods or services received by the customer are comparable to those Canada receives from the Contractor;
- 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, profit, etc.;
- d) a price certification from the Contractor and/or;
- e) in accordance with the SACC 1031-2 (2012-07-16) Contract Cost Principles.

In consideration of the Contractor satisfactorily completing all its obligations under the Contract, the Contractor will be paid, for any non-listed items that are or may be intended, in their entirety or in part, for the **[insert Project name]** project, that are provided by a third-party (other than the Contractor), cost, plus a 5% mark-up.

6.6.1.5 Limitation of Price

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 Standing Offer Authority before their incorporation into the Work.

6.6.2 Method of Payment

(Note to Offeror: the following Method(s) of Payment, and alternative Method(s) of Payment may or may not be incorporated into the resulting Standing Offer. The Standing Offer will include the applicable Method(s) of Payment(s).)

6.6.2.1 Single Payment - Proof of Concept

Canada will pay the Contractor upon completion and delivery of the Work, in accordance with Attachment B1 - Basis of Payment (Proof of Concept) if:

- I. 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;
- II. all such documents have been verified by Canada;
- III. the Work delivered has been accepted by Canada.

6.6.2.2 Monthly Payment

Canada will pay the Contractor monthly for Work performed during the month covered by the invoice, in accordance with Attachment **[X]** - Basis of Payment if:



- I. 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;
- II. all such documents have been verified by Canada;
- III. the Work performed has been accepted by Canada.

6.6.2.3 Progress Payments - General

Canada will make progress payments in accordance with Attachment [X] - Basis of Payment, no more than once a month, for cost incurred in the performance of the Work, up to [insert #] percent of the amount claimed and approved by Canada if:

- I. an accurate and complete claim for progress payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- II. the amount claimed is in accordance with the basis of payment;
- III. the total amount for all progress payments paid by Canada does not exceed [insert #] percent of the total amount to be paid under the Contract.

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the Work if the Work has been accepted by Canada and a final claim for the payment is submitted.

Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and may adjust the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the SACC 2030 (2022-05-12), General Conditions - Higher Complexity - Goods paragraph entitled *Invoice submission* instructions. The Contractor's invoice must include a separate line item for each element in the Basis of Payment provision of the Contract.

By submitting invoices (other than for any items subject to an advance payment), 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.

Canada will only be required to make payment following receipt of an invoice that satisfies the requirements of this Article.

The Contractor must submit invoices on its own form, which must include:

- the date;
- the Contractor name and address;
- the Destination
- Standing Offer number;
- financial codes, including GST or HST (as applicable) registration number;
- description of the Work;
- category(ies) of personnel and number of days worked;



- Firm Per Hourly Rate on which the total dollar amount of the invoice is based;
- the amount invoiced (exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate, shown separately;
- Client Reference Number (CRN);
- Business Number (BN); and
- total value billed to date and the dollar amount remaining in the Contract to date.

The Contractor must send the original invoice to the Technical Authority's paying as specified in the authorized Call-ups against the Standing Offer, and one copy of the invoice to the Standing Offer Authority.

The original and copy of the invoice must be sent as specified in the authorized Call-up against the Standing Offer.

The Technical Authority's paying office, as specified in the authorized Call-ups against the Standing Offer, will send the invoices to the Technical Authority for approval and certification; the invoices will be returned to the paying office for all remaining certifications and payment action.

Any invoices where items or group of items cannot be easily identified will be sent back to the Contractor for clarification with no interest or late payment charges applicable to Canada.

If Canada disputes an invoice for any reason, Canada agrees to pay the Contractor the portion of the invoice that is not disputed provided that items not in dispute form separate line items of the invoice and are otherwise due and payable under the Contract. Notwithstanding the foregoing, the terms of the SACC 2030 (2022-05-12), General Conditions - Higher Complexity - Goods paragraph entitled *Interest on Overdue Accounts* will not apply to any such invoices until such time that the dispute is resolved at which time the invoice will be deemed as "received" for the purpose of the *Method of Payment* clause of the Contract.



Annex A - Offer Submission Form



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Annex B1 - Financial Offer Form (Proof of Concept)



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FOF_EN.xlsx

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Annex B2 - Financial Offer Form (WS 2- 4)

Financial Offer Form - (WS 2 to 4)

(Note to Offerors: the Annex B2 - Financial Offer Form (WS 2 - 4) will be developed during the Proof of Concept WS and set out in the CBSOS Final SP/OEMs & Resellers.)

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Annex C - Supply Chain Security Information - Assessment Process

(Note to Offerors: there are Supply Chain Integrity requirements associated with the CBSOS, a finalized Supply Chain Security Information - Assessment Process will be set out in the CBSOS Final SP/OEMs & Resellers.)

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Attachment A - Statement of Challenge



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Attachment A1 - Security Requirements

1. Security Requirements

The following Security Requirements must be met prior to Canada issuing WS 2 Call-ups – Deployment (Enterprise).

[Insert Security Clearance Article(s) as determined with Technical Authority, CITS and PWGSC CISD.]

[Delete if N/A.] Attachment A1 - Annex C: Security Requirements Check List refers.

[Delete if N/A.] In addition to these requirements, there are specific Client-driven security requirements at one or more sites where the Work will be performed, which are detailed in Attachment [X] Annex [X] Site-Specific Security Requirements.

(Note to Offerors: there are Security Requirements associated with the CBSOS, a finalized Attachment A1 – Security Requirements, subsection 1 – Security Requirements will be set out in the CBSOS Final SP/OEMs & Resellers.)

2. Application for Registration

In accordance with the requirements of the Contract Security Program (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Offeror must provide a completed Contract Security Program - *Application for Registration (AFR)* form to be given further consideration in the Solicitation process.

Offerors are reminded to obtain the required security clearance and as applicable, security capabilities promptly. As indicated above, Offerors who do not provide all the required information prior to Canada issuing WS 2 Call-ups – Deployment (Enterprise), will be given the opportunity to complete any missing information from the AFR form within a period set by the Standing Offer Authority. If that information is not provided within the timeframe established by the Standing Offer Authority (including any extension granted by the Standing Offer Authority in its discretion), or if Canada requires further information from the Offeror in connection with assessing the request for security clearance (i.e., information not required by the AFR), the Offeror will be required to submit that information within the time period established by the Standing Offer Authority, which will not be less than 48 hours. If, at any time, the Offeror fails to provide the required information within the timeframe established by the Standing Offer Authority, its Offer will be declared non-compliant.

(Note to Offerors: the Application for Registration form will be set out in the in the CBSOS Final SP/OEMs & Resellers.)

3. Cloud Security Requirements

The following Cloud Security Requirements must be met prior to Canada issuing WS 2 Call-ups – Deployment (Enterprise).

The Offeror must demonstrate compliance with the security requirements selected in the Canadian Centre for Cyber Security (CCCS) Annex B Cloud Control Profile – Medium of the
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Guidance on Security Categorization of Cloud-Based Services (ITSP.50.103)

(<https://www.cyber.gc.ca/en/guidance/guidance-security-categorization-cloud-based-services-itsp50103>) for the scope of the Cloud Computing services provided by the Offeror.

The Offeror must ensure that Canada's Data, Offeror infrastructure (including any IaaS, PaaS or SaaS service provided to Canada) and service locations are secured with appropriate security measures that comply with the requirements set forth in the following certifications and audit reports by providing independent third-party assessment reports or certifications that address each service layer (e.g., IaaS, PaaS, SaaS) within the Cloud Computing services offered, including:

- ISO/IEC 27001:2013 Information technology -- Security techniques -- Information security management systems – Certification achieved by an accredited certification body; and
- ISO/IEC 27017:2015 Information technology -- Security techniques -- Code of practice for information security controls based on ISO/IEC 27002 for Cloud Computing services achieved by an accredited certification body;
- ISO/IEC 27018:2014 Information technology -- Security techniques -- Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors – Certification achieved by an accredited certification body; and
- AICPA Service Organization Control (SOC) 2 Type II Audit Report 2 Type II for the trust principles of security, availability, processing integrity, and confidentiality - issued by an independent Certified Public Accountant.

Each certification or audit report provided must:

- identify the legal business name of the Offeror or applicable Sub-processor;
- identify the Offeror's or Sub-processor's certification date and the status of that certification;
- identify the services included within the scope of the certification report. If there are any exclusions identified, or there is a need to separate a subservice organization such as datacentre hosting, the subservice organization's assessment report must be provided.

Each audit will result in the generation of an audit report which must be made available to Canada. Certifications must be accompanied by supporting evidence such as the ISO assessment report developed to validate compliance to the ISO certification and must clearly disclose any material findings by the auditor. The Offeror must promptly remediate issues raised in any audit report to the satisfaction of the auditor.

Each SOC 2 Type II audit report must have been performed within the 12 months prior to the beginning of WS 2 - Deployment (Enterprise). A bridge letter may be provided to demonstrate that the Contractor is in process of renewal where there is a gap between the service organization's report date and the user organization's year-end (i.e., calendar or fiscal year-end).



Cloud Computing - Security Assessment

Compliance will be assessed and validated through the Canadian Centre for Cyber Security (CCCS) Cloud Service Provider (CSP) Information Technology (IT) Security Assessment Process (ITSM.50.100) (<https://cyber.gc.ca/en/guidance/cloud-service-provider-information-technology-security-assessment-process-itsm50100>), “centralized” or compliance will be assessed and validated through a local assessment departmental process “localized” with the support of the CCCS.

The Offeror must demonstrate that they participated in the process by successfully on-boarded, participated in, and completed the program. This includes providing the following documentation:

- a copy of the confirmation letter that confirms that they have on-boarded into the program;
- a copy of the most recent completed assessment report provided by CCCS; and
- a copy of the most recent summary report provided by CCCS.

The Offeror should contact the CCCS Client Services (<https://cyber.gc.ca/en/>) for any additional information related to the CSP IT Assessment Program (centralized assessments).

It is the continuous obligation of the Offeror of the Cloud Computing services to notify CCCS (centralized Assessments) or the department (localized assessments) when there are significant changes to its delivery of the IT Security services supporting the Offeror’s Services and/or Work.



Attachment A1 - Annex A - Schedule 1 - Security Obligations

The following Security Obligations must be met prior to Canada issuing WS 2 Call-ups – Deployment (Enterprise).

The purpose of this Schedule 1 - Security Obligations is to set forth the obligations of the Contractor relating to the proper management of Canada’s Data, including protection from unauthorized modification, access, or exfiltration, in accordance with the Agreement, this Schedule, and the Contractor’s Security Measures (collectively, the “Security Obligations”).

[\(Note to Contractor: refer to the following Attachment A1 - Annex A: Schedule 1 for a detailed description of the Security Obligations associated with the resulting Contract\(s\).\)](#)



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Attachment A1 - Annex A - Schedule 2 - Privacy Obligations

The following Privacy Obligations must be met prior to Canada issuing WS 2 Call-ups – Deployment (Enterprise).

The purpose of this Schedule 2 – Privacy Obligations is to set forth the privacy obligations of the Contractor relating to the collection, use, processing, transmission, disclosure, storage, or disposal of Canada’s Data containing Personal Information (PI). Any Personal Information which is stored on the Contractor systems, or the Contractor is required to handle (collect, use, retain, disclose and dispose) must be safeguarded at all times by implementing administrative, physical, and technical safeguards that are designed to ensure the PI is protected commensurate to the level of injury that could arise if a privacy breach was to occur and in accordance with this Schedule (collectively, the “Privacy Obligations”).

[\(Note to Contractor: refer to the following Attachment A1 - Annex A: Schedule 2 for a detailed description of the Privacy Obligations associated with the resulting Contract\(s\).\)](#)



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Attachment A1 - Annex B - Security & Privacy Obligations (Definitions)

Term	Definition
Agent	<p>An agent authorized by the Contractor that can only perform one or more of the following duties under the terms of the Framework Agreement and any corresponding Service Order.</p> <ol style="list-style-type: none"> 1) provide billing information 2) invoicing 3) provide consumption reporting services 4) receive payment on behalf of the Contractor <p>An agent does not have or provide SSC access to any master accounts nor do they have access to a client tenant, client data or client master accounts.</p>
Canada's Data	<p>Information or data, including all text, sound, video, or image files, software and related metadata, regardless of form or format: (A) disclosed by Canada's personnel, clients, partners, joint venture participants, licensors, vendors or suppliers through the use of the Cloud Services; (B) disclosed by End Users of the Cloud Services; or (C) collected, used, processed by, or stored within the Cloud Services; which is directly or indirectly disclosed to the Contractor or Subcontractors by or on behalf of Canada or through the use of the Cloud Services including any such information or data to which (i) the Contractor or any Subcontractors obtains access, intentionally or inadvertently; (ii) resident on any network, System or Hardware used or managed for Canada by the Contractor for the Cloud Services and Contractor's services, including Contractor Infrastructure.</p>
Cloud Computing	<p>Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.</p> <p>Definition taken from the Institute of Standards and Technology (NIST) definition of Cloud Computing, located in SP 800-145 at the following link: https://csrc.nist.gov/publications/sp#800-145</p>
Cloud Service Provider (CSP)	<p>A <i>Cloud Service Provider</i> is an entity (can include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that is the originator of the <i>Public Cloud Service</i> in its entirety.</p>
Commercially Available	<p>A service available to the public to obtain for use or consumption.</p>
Compromise	<p>A breach of government security which includes, but is not limited to:</p>



Term	Definition
	<ul style="list-style-type: none">• unauthorized access to, disclosure, modification, use, interruption, removal, or destruction of sensitive information or assets, causing a loss of confidentiality, integrity, availability or value;• any action, conduct, threat or gesture of a person toward an employee in the workplace or an individual within federal facilities that caused harm or injury to that employee or individual; and,• events causing a loss of integrity or availability of government services or activities. (Reference: GC Cyber Security Event Management Plan)
Contractor	A <i>Contractor</i> is the entity (can include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) delivering the Cloud Services to the Government of Canada and its partners. It is the entity approved referenced as the ' <i>Contractor</i> ' on the Resulting Contract.
End User	Any individual, or system process acting on behalf of an individual, authorized by Canada to access the Cloud Services.
Information Spillage	Refers to incidents where an Information Asset is inadvertently placed on an Asset or System that is not authorized to process it (e.g. ITSG-33, IR-9).
Master Account	An account with root level privileges to generate client accounts or sub-accounts that will enable departmental access to commercially available public cloud services.
Metadata	Information describing the characteristics of data including, for example, structural metadata describing data structures (e.g., data format, syntax, and semantics) and descriptive metadata describing data contents (e.g., information security labels). (Reference: NIST SP 800-53 Rev. 4)
Personal Information	Information that is about an identifiable individual and recorded in any form, as defined in section 3 of the Privacy Act. Examples include, but are not limited to the information relating to race, nationality, ethnic origin, religion, age, marital status, address, education as well as the medical, criminal, financial or employment histories of an individual. Personal information also includes any identifying number or symbol, such as the social insurance number, assigned to an individual. (Reference: https://laws-lois.justice.gc.ca/eng/acts/P-21/section-3.html)
Privacy breach	A privacy breach involves improper or unauthorized collection, use, disclosure, retention and/or disposal of Personal Information. (Reference: TBS Guidelines for Managing Privacy Breaches)



Term	Definition
Public Cloud Services	<p>Public Cloud” means the cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.</p> <p>Public Cloud Services refers to a shared pool of configurable <i>Cloud Computing</i> service models made available to users as a rapid, on demand, elastic self service via the Internet from a Cloud Service Provider's servers as opposed to being provided from a company's own on-premises servers.</p>
Record	Any hard copy document or any data in a machine-readable format containing Personal Information
Security Event	<p>Any event, omission or situation that may be detrimental to government security, including threats, vulnerabilities, and security incidents.</p> <p>Examples of cyber security events: Disclosure of a new vulnerability, intelligence that a threat actor may be planning an attack against a GC information system (e.g. Distributed Denial of Service (DDOS) attack), attempts at breaching the network perimeter, etc. (Reference: GC Cyber Security Event Management Plan)</p>
Security Event Log	Any event, notification or alert that a device, systems or software is technically capable of producing in relation to its status, functions and activities. Security Events Logs are not limited to security devices, but are applicable to all devices, systems and software that are technically capable of producing event logs that can be used in security investigations, auditing and monitoring. Examples of Systems that can produce security event logs are, but not limited to: firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, network, authentication services, directory services, DHCP, DNS, hardware platforms, virtualization platforms, servers, operating systems , web servers, databases, applications , application/layer 7 firewalls.
Security Incident	Any event (or collection of events), act, omission or situation that has resulted in a compromise. Examples of cyber security incidents: Active exploitation of one or more identified vulnerabilities, exfiltration of data, failure of a security control, breach of a cloud-hosted or managed GC service, etc. (Reference: GC Cyber Security Event Management Plan)
Security Event	Any event, omission or situation that may be detrimental to government security, including threats, vulnerabilities and security incidents. Examples of cyber security events: Disclosure of a new



Term	Definition
	vulnerability, intelligence that a threat actor may be planning an attack against a GC information system (e.g. Distributed Denial of Service (DDOS) attack), attempts at breaching the network perimeter, etc. (Reference: GC Cyber Security Event Management Plan)
Service Level Agreement (SLA)	Service Level Agreement is a contract between a service provider (either internal or external) and the end user that defines the level of service expected from the service provider.
Service Location(s)	Any facility, site or other physical location owned, leased, provisioned or otherwise occupied by the Supplier or any Supplier Sub-processor from which the Supplier or any Supplier Sub-processor provides any Services.
Subcontractor	Any person to whom the Contractor subcontracts the performance of the Contractor's services, in whole or in part.
Sub-processor	Any a natural or legal person, public authority, agency, or other body which processes personal data on behalf of a data controller or Contractor



Attachment A1 - Annex C - Security Requirement Check List (SRCL)

(Note to Offerors: there are Security Requirements associated with the CBSOS, a finalized Attachment A1 – Annex C – Security Requirement Check List will be set out in the CBSOS Final SP/OEMs & Resellers.)



Attachment B1 - Basis of Payment (Proof of Concept)

Proof of Concept

For the Work described in the section entitled Work Segment 1 - Proof of Concept of the Statement of Challenge, Attachment A, and in consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid the Firm All-Inclusive Lot Price, in Canadian funds, customs duty included, Goods and Services Tax, or Harmonized Sales Tax is included, if applicable.

The all-inclusive firm lot price includes the delivery of a Proof of Concept Solution. This delivery includes all hardware and software, usage rights, grants and access, training of users, the software documentation, warranty (if applicable), and maintenance and support, waivers, non-disclosure agreements and other releases to Canada necessary for the purposes of conducting the Proof of Concept assessment.

PROOF OF CONCEPT (PoC) FOR CLOUD-BASED SECURITY SERVICES		
Proof of Concept	All deliverables associated with Work Segment 1 - Proof of Concept , in accordance with section entitled Work Segment 1 - Proof of Concept of the Statement of Challenge, Attachment A.	Firm All-Inclusive Lot Price \$



Attachment B2 - Basis of Payment (WS 2 - 4)

(Note to Offerors: the Attachment B2 - Basis of Payment (WS 2 - 4) section will be further developed during the Proof of Concept WS and set out in the CBSOS Final SP/OEMs & Resellers.)