



RETURN BIDS TO:

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TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Land Projects and Communication System Support
Division/Div des projets terrestres et support de
systèmes de communication
11 Laurier St. / 11, rue Laurier
8C2, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

Title - Sujet (LC4ISR) system	
Solicitation No. - N° de l'invitation W8486-200731/B	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client W8486-200731	Date 2022-11-14
GETS Reference No. - N° de référence de SEAG PW-\$\$RA-055-28295	
File No. - N° de dossier 055ra.W8486-200731	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 03:00 PM Eastern Standard Time EST on - le 2023-02-28 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Abdulkadir, Nadir	Buyer Id - Id de l'acheteur 055ra
Telephone No. - N° de téléphone (819) 664-8121 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

The purpose of this amendment is to:

1. Publish Supply Chain Integrity Clauses, which will form part of all four final RFPs.
2. Publish an additional Rated Evaluation Criteria (Greening Techniques for Software Development), which will form part of the final Applications RFP.
3. Publish an additional Mandatory and Rated Evaluation Criteria (Indigenous Participation Plan), which will form part of all four final RFPs.
4. Publish Task Authorization Process Number 2 for agile based tasks, which will form part of all four final RFPs.
5. Publish complete Insurance Requirements with their revised coverage limits including supplemental clauses, which will form part of all four final RFPs except for the All Risk Property Insurance that will apply only to SoS E&I Sustainment RFP.
6. Publish information containing Supply Chain Security Information Assessment Process, which will form part of all four final RFPs.
7. Request bidders to provide feedback on the items published in this amendment by Nov 28, 2022.
8. Extend the closing date of the RFI.
9. Notify bidders that publishing of the final four RFPs will be completed by mid-January 2023.

The intent is to have all four RFPs published by mid January 2023 starting end of November 2022. The RFPs will be released in the following sequence, however, Canada reserve the right to change the order without any further notice, if necessary:

- a. ISTAR Sustainment Services
- b. Core Network Sustainment Services
- c. Applications Sustainment Services
- d. SoS E&I Sustainment Services

This RFI will remain open until all four RFPs have been published on CanadaBuys. The purpose of keeping this RFI active is to have a communication channel available between Canada and industry while the solicitation process may run in parallel. This RFI will be utilized to publish notifications for unpublished RFPs, if and when necessary. This will further allow us to have necessary on-going engagement on an “as and when needed basis” until all RFPs are published.

As soon as the first and follow-on planned RFPs are published, bidders must use their respective solicitation process to communicate with Canada. The RFI will continue to serve as a communication channel until all RFPs are published on CanadaBuys and at which time this RFI will close.

Canada will not provide answers to bidders’ questions arising from this RFI but will take them into consideration in the course of finalizing the RFPs.

In order to have new contracts in place before the expiry of current contracts in October 2023, the solicitation period of all RFPs is planned to be forty days maximum. We would appreciate bidders’ utmost collaboration to help us meet the contract award deadline by keeping the solicitation period at forty days without extensions, if possible.

Bidders' feedback must be submitted in writing to the Contracting Authority at nadir.abdulkadir@tpsgc-pwgsc.gc.ca and michel.beaulieu2@tpsgc-pwgsc.gc.ca. E-mail size must not exceed 8 MB. Feedback may be submitted in either official language of Canada.

The following shall form part of the final RFPs:

1. SUPPLY CHAIN SECURITY INFORMATION ASSESSMENT PROCESS

5.1 Introduction

Bidders must submit specific information regarding each component of their proposed solution's supply chain. This information is referred to as *Supply Chain Security Information (SCSI)*. This information will be used by Canada to assess whether, in its opinion, a bidder's proposed supply chain creates the possibility that the bidder's proposed Solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with the process found in this Annex. This assessment is referred to as the SCSI Assessment Process.

Bidders must provide their SCSI for a solution that is hosted within Canada's technical environment (refer to Appendix A to Annex E – Conceptual View of Technical Environment)

Definitions

The following words and expressions used with respect to SCI Process have the following meanings:

1. **"OEM Name"** means the name of the Original Equipment Manufacturer (OEM) of the Goods that are being ordered.
2. **"OEM DUNS Number"** means the Data Universal Numbering System (DUNS). It is a unique nine-digit number assigned to each physical location of a business. It is a worldwide standard and is used to determine the credit score of a company. If the company does not have a DUNS number, or you are unable to find one, please fill out the requested information on "C - Ownership Information". Ownership information consists of the top 5, by percentage, investors and owners of the company. The names provided for investors and owners must be those found in investment or ownership documents for the company in question.
3. **Product Name** means the OEM Name for the product;
4. **Model Number** means the OEM's model and/or version number of the product.
5. **Vulnerability Information** means the information concerning the last 5 security issues that were reported about the product. If the OEM posts this information to the CVE website, list the CVE numbers **separated by semi-colons (;)**. If the OEM does not post this information to the CVE website, the Contractor must ask the OEM directly for security vulnerability information and provide this information to the Canadian Centre for Cyber Security. If this is the case for a particular product, enter "see attached information" in the relevant field(s).
6. **Supplier Name** means the name of the supplier (i.e., sub-contractors, re-seller, distributor, sub-processors, etc.) of the Goods and Services that are being ordered. This includes any business entity involved in producing Goods and/or Services to help complete the bidding requirements.

7. **Supplier DUNS Number** is already explained above.
8. **Supplier URL** means the URL of the supplier's webpage for the product.
9. **Ownership** means the top 5, by percentage, owners of the OEM or Supplier. The names proved for owners must be those found in ownership documents for the company in question.
10. **Investors** means the top 5, by percentage, investor in the OEM or Supplier. The names provided for owners must be those found in investment documents for the company in question.
11. **Executives** means the executives and members of the board of directors for the company in question.
12. **Country / Nationality** means the country which an individual listed has their primary nationality or the country in which a corporate entity is registered.
13. **Corporate website link** means for each of OEM or Supplier name, Ownership, Investors, and Executives listed above provide a URI / URL to the information that supports the claims listed in each of the fields.
14. **"Supply Chain Security Information"** means any information that Canada requires a Bidder or Contractor to submit to conduct a complete security assessment of the SCSI as a part of the SCSI Assessment process.

5.2 Supply Chain Security Information Form Submission Requirements

5.2.1 Bidders must provide the following information by the bid closing date (see Part 2 – Bidder Instructions, Article 2.2 – Submission of Bids):

- 5.2.1.1 IT Product List:** Bidders must identify the Products over which Canada's Data would be transmitted and/or on which Canada's Data would be stored, or that would be used and/or installed by the Bidder or any of its employees, subcontractors and third parties to perform any part of the Work, together with the following information regarding each Product:
- a. OEM Name;
 - b. OEM DUNS Number;
 - c. Product Name;
 - d. Model Number;
 - e. Security sensitive information;

Bidders are requested to provide the IT Product information as identified in the above para for their proposed Solution in Form B – *IT Product List*. Bidders are also requested to insert a separate row for each Product. Bidders are requested not to repeat multiple iterations of the same Product (e.g., if the serial number and/or color is the only difference between two products, they are considered the same Product within the confines of the SCI Assessment Process).

- 5.2.1.2 Ownership Information:** It is only necessary to fill out entries in Form C- Ownership Information if a DUNS number cannot be supplied for the OEM and/or supplier. If a

DUNS number cannot be supplied, the form C-Ownership Information must be completed to provide the following information:

- a. Supplier Name;
- b. Supplier DUNS Number;
- c. Supplier URL;
- d. Ownership;
- e. Investors;
- f. Executives;
- g. Country / Nationality;
- h. Corporate website link.

5.2.2 Assessment of Supply Chain Security Information

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

5.2.2.1 In conducting its assessment:

- a. Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the SCSi. The Bidder will have 2 working days (or longer, if specified in writing by Canada) to provide the necessary information to Canada.
- b. Canada may use any government resources to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the SCSi.

5.2.2.2 If, in Canada's opinion, there is a possibility that any aspect of the SCSi, if used by Canada, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:

- a. Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the Bidder's SCSi is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of those concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Bidder; therefore, in some circumstances, the Bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the Bidder's SCSi. With respect to any concerns, Canada may, in its discretion, identify a potential mitigation measure that the Bidder would be required to implement with respect to any portion of the SCSi if awarded a contract.
- b. Upon receipt of Canada's written notice, the Bidder will be given one opportunity to submit a revised SCSi. If Canada has identified a potential mitigation measure that the supplier would be required to implement if awarded a contract, the Bidder must confirm in its revised SCSi whether or not it agrees that any awarded contract will contain additional commitments relating to those mitigation conditions. The revised SCSi must be submitted within the **10 calendar days** following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the Contracting Authority).

5.2.2.3 If the Bidder submits a revised SCSi within the allotted time, Canada will perform a second assessment. If in Canada's opinion, there is a possibility that any aspect of the Bidder's revised SCSi could compromise or be used to compromise the security of

Canada's equipment, firmware, software, systems or information, the Bidder may be provided with the same type of notice described under paragraph c), above. Any further opportunities to revise the SCSI will be entirely at the discretion of Canada and all SCSI respondents will be offered the same opportunity in similar circumstances. By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. As a result:

- a. qualification pursuant to this SCSI Assessment Process does not constitute an approval that the products or other information included as part of the SCSI will meet the requirements of the resulting contract;
- b. qualification pursuant to this SCSI Assessment Process does not mean that the same or similar SCSI will be assessed in the same way for future requirements;
- c. at any time during this bid solicitation process, Canada may advise a Bidder that some aspect(s) of its SCSI has become the subject of security concerns. At that point, Canada will notify the Bidder and provide the Bidder with an opportunity to revise its SCSI, using the process described above; and,
- d. during the performance of any contract resulting from this bid solicitation, if Canada has concerns regarding certain products, designs or subcontractors originally included in the SCSI, the terms and conditions of that contract will govern the process for addressing those concerns.

Upon completion of the SCSI Assessment Process, Bidders will be notified of the results through the Contracting Authority.

1. Supply Chain Integrity Clauses

1.1 Change of Control

1.1.1 At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:

- a. an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this subsection, a corporation or partnership will be considered related to another entity if:
 - i. they are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;
 - ii. 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
 - iii. 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.
- b. 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;

- c. 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
- d. any other information related to ownership and control that may be requested by Canada.

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

1.1.2 The Contractor must notify the Contracting Authority in writing of:

- a. any change of control in the Contractor itself;
- b. any change of control in any parent corporation or parent partnership of the Contractor, up to the ultimate owner; and
- c. any change of control in any subcontractor performing any part of the Work (including any change of control in any parent corporation or parent partnership of the subcontractor, up to the ultimate owner).

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

1.1.3 In this section, a “**change of control**” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture's corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.

1.1.4 If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a “no-fault” basis by providing notice to the Contractor within 90 days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the Contract in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.

1.1.5 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.

- 1.1.6 In this section, termination on a "no-fault" basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- 1.1.7 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 section where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this section still apply.

1.2 On-going Supply Chain Security Assessment of Products

- 1.2.1 The process described in this section may apply to a single product, to a set of products, or to all products manufactured or distributed by a particular supplier.
- 1.2.2 The process described in this section also applies to subcontractors. In situations in which a subcontractor considers any information required to be submitted pursuant to this section to be proprietary, the subcontractor may submit the Supply Chain Security Information (SCSI) directly to the Contracting Authority. However, it remains the responsibility of the Contractor to ensure that all subcontractor updates to the SCSI are submitted on a timely basis. ***With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to products) may be different and may include factors such as the availability of other subcontractors to complete the work.***
- 1.2.3 Any service levels that are not met due to a transition to a new product or subcontractor required by Canada pursuant to this section will not trigger a Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.
- 1.2.4 If the Contractor becomes aware that any subcontractor is deploying products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority, Procurement Authority, and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 6(3).
- 1.2.5 Any determination made by Canada will constitute a decision with respect to a specific product or subcontractor and its proposed use under the Contract, and does not mean that the same product or subcontractor would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

1.3 Supply Chain Security Assessment:

- 1.3.1 The Parties acknowledge that a SCSI assessment process was a key component of the procurement process that resulted in the award of the Contract. In connection with that SCSI assessment process, Canada approved the following SCSI;

- a. an IT Products List;
 - b. one or more network diagrams; and
 - c. a list of subcontractors.
- 1.3.2 The originally approved versions are included as Annex **TBD** (although portions of Annex **TBD** that were submitted directly by a subcontractor will be kept confidential by Canada between it and the relevant subcontractor). In some cases, Canada approved several of each (e.g., several IT Product Lists), because some subcontractors submitted their SCSI directly to Canada. The Parties also acknowledge that security is a critical consideration for Canada with respect to the Work and that on-going assessment of SCSI will be required throughout the Contract Period. This Section governs that process.

1.3.3 Assessment of New Products:

During the Contract Period, the Contractor and its subcontractors may deploy “new products” in relation to the Work (i.e., any hardware, software or firmware that was not on the IT Products List approved by Canada as part of the SCSI assessment during the procurement process or in a subsequently approved version of the IT Products List). In that regard:

- a. The Contractor must revise its IT Products List **at least once every 3 calendar months** to show all changes made to existing products (e.g., firmware upgrades), as well as all deletions and additions to the list that affect the Work (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 a 3-calendar month period, the Contractor must advise the Contracting Authority, Procurement Authority, and Technical Authority in writing that the existing list is unchanged.
- b. The Contractor must also revise its list of subcontractors if the subcontractors performing any part of the Work change during the Contract Period.
- c. The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority, Procurement Authority, and Technical Authority with updates regarding upcoming new products that it anticipates deploying on its network (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. Canada will endeavour to assess proposed new products within 30 calendar days, although lengthier lists of products may take additional time.
- d. Canada reserves the right to conduct a complete, independent security assessment of all new products. The Contractor must, if requested by the Contracting Authority, Procurement Authority, or Technical Authority provide any information that Canada requires to perform its assessment.
- e. 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 product.

1.3.4 Identification of New Security Vulnerabilities in Products already approved by Canada:

- a. The Contractor must provide to Contracting Authority, Procurement Authority, and Technical Authority timely information about any vulnerabilities of which it becomes aware in performing the Work, including any weakness, or design deficiency, identified in any hardware, software or firmware used to deliver Work 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.

- b. 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 products that have already been the subject of an SCSI assessment and approved by Canada, either during the procurement process or later during the Contract Period.

1.3.5 Addressing Security Concerns:

- a. 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 the Work without the consent of the Contracting Authority, Procurement Authority, and Technical Authority.
- b. 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:
 - i. provide Contracting Authority, Procurement Authority, and Technical Authority with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
 - ii. if requested by the Contracting Authority, Procurement Authority, or Technical Authority propose a mitigation plan (including a schedule), within 10 FGWDs, such as migration to an alternative product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
 - iii. implement the mitigation plan approved by the Technical Authority.

This process applies both to new products and to products that were already approved pursuant to an SCSI assessment by Canada, but for which new security vulnerabilities have since been identified.

- c. Despite the previous subsection, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority, Procurement Authority, or Technical Authority may require that the Contractor immediately cease deploying the identified product(s) in the Work. For products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority Procurement Authority, or Technical Authority) the product(s) from the Work according to a schedule determined by Canada. However, prior to making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority, Procurement Authority, or Technical Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

1.3.6 Cost Implications:

- a. 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:

- i. with respect to products already approved by Canada pursuant to an SCSi assessment for the Work, evidence from the Contractor of how long it has owned the product;
 - ii. 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;
 - iii. 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;
 - iv. the normal useful life of the product;
 - v. any "end of life" or other announcements from the manufacturer of the product indicating that the product is or will no longer be supported;
 - vi. the normal useful life of the proposed replacement product;
 - vii. the time remaining in the Contract Period;
 - viii. 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;
 - ix. whether or not the product being replaced can be redeployed to other customers;
 - x. 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;
 - xi. any developments costs required for the Contractor to integrate the replacement products into the Service Portal, operations, administration and management systems, if the replacement products are products not otherwise deployed anywhere in connection with the Work; and
 - xii. the impact of the change on Canada, including the number and type of resources required and the time involved in the migration.
- b. Additionally, if requested by the Contracting Authority, Procurement Authority, or Technical Authority the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this section has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the work required by the Contracting Authority, Procurement Authority, or Technical Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority, Procurement Authority, or Technical 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.
- c. Despite the other provisions of this section, 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.

Note:

In the event, Bidders do not have any declarations to be made at bid submission stage, Bidders must clearly state so in their bid response.

2. RT – Greening Techniques for Software Development

2.1 Bidders should respond to RT 5 - Option 1 if their company is currently utilising Loop Optimization techniques.

OR

2.2 Bidders should respond to RT5 - Option 2 if their company commits to utilising Loop Optimization techniques within one year after the Contract award.

Techniques of Loop Optimization that will be evaluated are Code Motion, Induction Variable Elimination, and Strength Reduction. See definitions of these techniques below herein.

Definitions:

1. In compiler theory, **Loop Optimization** is the process of increasing execution speed and reducing the overheads associated with loops. It plays an important role in improving cache performance and making effective use of parallel processing capabilities. Most execution time of a scientific program is spent on loops; as such, many compiler optimization techniques have been developed to make them faster to cut down energy consumption without degradation of performance contributing in greening objectives of Canada.
2. **Code motion**, also known as code hoisting, code sinking, loop-invariant code motion, or code factoring, is a blanket term for any process that moves code within a program for performance or size benefits, and is a common optimization performed in most optimizing compilers thus conserving energy.
3. **Induction variable elimination** can reduce the number of additions (or subtractions) in a loop and improve both run-time performance and code space. Some architectures have auto-increment and auto-decrement instructions that can sometimes be used instead of induction variable elimination, which helps in optimizing use of energy and therefore reducing cost and time for software development.
4. In compiler construction, **strength reduction** is a compiler optimization where expensive operations are replaced with equivalent but less expensive operations. The classic example of strength reduction converts "strong" multiplications inside a loop into "weaker" additions – something that frequently occurs in array addressing, which helps in minimizing costs for software development.

RT (Option 1)	If Loop Optimization Techniques are employed at the Bid Submission Stage			
	Technique	0%	100%	Available Points
	Code Motion	Not Proposed	Proposed	5
	Induction Variable Elimination	Not Proposed	Proposed	5
	Strength Reduction	Not Proposed	Proposed	5

Bidders that choose to propose the Option 1 must provide certification to this effect with the bid submission.

RT (Option 2)	If Loop Optimization Techniques will be employed within 1 year after the Contract Award			
	Technique	0%	100%	Available Points
	Code Motion	Not Proposed	Proposed	4
	Induction Variable Elimination	Not Proposed	Proposed	4
	Strength Reduction	Not Proposed	Proposed	4

Within one year of the contract award, if the winning bidder had proposed Option 2 then it must notify the Contracting Authority upon implementation of the proposed technique/s.

3. Task Authorization Process Number 2

Definitions:

1. *In software development, Agile (sometimes written agile) practices include requirements of discovery and solutions improvement using a collaborative effort of self-organizing and cross-functional teams with their customer(s)/end user(s), adaptive planning, evolutionary development, early delivery, continual improvement, and flexible responses to changes in requirements, capacity, and understanding of the problems to be solved.*
2. *As part of the Agile practices process, Program Increment Planning ("PI Planning") is often used. PI Planning sessions are regularly scheduled events held throughout the year, where multiple teams within the same release process align with a shared vision, discuss features, plan the roadmap, and identify cross-team dependencies.*
3. *A sprint is a short, time-limited period when a scrum team works to complete a set amount of work. In software development, sprints are at the very heart of scrum teamwork and the agile process. Sprints are used to enable agile teams create effective software. At the end of the sprint, the team holds two further meetings: the sprint review which demonstrates the work done to stakeholders to elicit feedback, and sprint retrospective which enables the team to reflect and improve.*
4. *A performance indicator is a type of performance measurement that is used for evaluating the success of the Contractor or of a particular activity (such as projects, programs, tasks, products and other initiatives) in which it engages.*
5. *Story points are units of measure for expressing an estimate of the overall effort required to fully implement a product backlog item or any other piece of work. Teams assign story points relative to work complexity, the amount of work, and risk or uncertainty.*
6. *A storyboard is a graphic organizer that provides the viewer with a high-level view of a project. In Agile software development, a storyboard can help developers quickly get a sense of what work still needs to be completed.*

3.1 Task Authorization Process Number 2, when scope, activities and/or deliverables are not known at the time of task authorization.

- 3.1.1 In software development, agile processes are often used when the scope and/or deliverables in a certain task are not known. Scrum teams work to develop the scope and deliverables.

Consequently, for certain Work or portion of the Work, the scope and deliverables may not be known at the time that a task is initiated.

- 3.1.2 Certain Work or portion of the Work that will be performed under the Contract will be on an "as and when requested basis" using a Task Authorization Process Number 2, specifically for the continuously evolving Work that uses an agile methodology. The Work described in the Task Authorization Process Number 2 must be in accordance with the scope of the Contract.

- 3.1.3 At the start of a new agile based task, DND, PSPC and the Contractor must collaborate to determine high-level requirements, activities, schedules, performance indicators, and the interim deliverables of the Work to be performed under Task Authorization Process Number 2.

The agile based task requirements will include discovery and solutions improvement through the collaborative effort of self-organizing and cross-functional teams including the Integrated Product Teams (IPTs) and the end user/s by adaptive planning, evolutionary development, early delivery, continual improvement, and flexible responses to changes in requirements, capacity, and understanding of the problems to be solved by all parties. The Contractor and DND will utilize Agile tools such as PI Planning sessions, sprints, and Story Points to deliver the software development Work.

- 3.1.4 In addition to high-level requirements, the DND Performance Work Statement (PWS) will describe the overall outcome of the task under consideration and the steps and/or stages that the Contractor must take to achieve the objective. The PWS must also define clear quality standards that must be met by the Contractor and accepted by the TA. These tasks will be managed through governance and strict over-sight by the TA, Procurement Authority (PA) and Contracting Authority (CA).

- 3.1.5 In order to reach the desired outcome, Canada will depend on the Contractor's expertise in delivering services using an agile methodology in an integrated manner that will depend upon the following principles, which all parties must support:

- i. Individuals and interactions over processes and tools.
- ii. Working software over comprehensive documentation.
- iii. DND, PSPC and Contractor collaboration.
- iv. Flexibility and adaptability.
- v. Transparency to establish value for money for Canada on a continuous basis.

- 3.1.6 Following contract award, DND, the Contractor and other DND contractors, as applicable, must develop a working arrangement to ensure the Integrated Product Teams share responsibility in defining expectations for how they will function together and enhance their self-organization process. This working arrangement must be followed by all parties as it will provide the process to be used to determine the work requirements, work processes, testing, verification, validation, acceptance criteria and expected outcomes.

- 3.1.7 Following contract award, the Contractor, TA and CA will convene to discuss the agile process and will balance the creation of a collaborative culture that allows for continuous delivery of software and embrace change, with the provision of value for money for Canada on continuous basis by applying effective oversight over the Work being undertaken, performed and delivered. It is acknowledged that all parties must work together and take a shared responsibility for success of each authorized task. The Contractor, TA and the Contracting Authority must work collaboratively to shape the approach that will translate in success of the project.

- 3.1.8 Before a task is authorized, the TA will create a PWS, which will specify the high-level requirement/s and required outcomes in lieu of the unknown scope of the overall requirement.

This must include expected outcomes and timeline. The PA will then request a proposal from the Contractor.

- 3.1.9 The Contractor must provide a proposal in response to the PWS within 10 calendar days describing the roadmap to accomplish the required outcome. The proposal must include an estimated cost for performing the work described in the PWS and a breakdown of the cost using proposed Labour Rates and estimated Level of Effort in accordance with Annex B - Basis of Payment. The TA must identify the performance indicators, milestones, and gates in the PWS, as applicable, to implement maximum oversight for monitoring contractor's performance during the delivery period of the task.
- 3.1.10 In the event, where a task was authorized, but it is yet to be completed or the scope has changed, the TA will describe the status of the task in the PWS amendment, as well as the next steps that must be performed to achieve the final outcome. The TA must identify the previously attempted and completed portion of the Work and outstanding Work to be completed.
- 3.1.11 The Contractor must not commence work until it has received a task authorization from the PA and/or CA via the signed DND Form 626. The Contractor acknowledges that any work performed before an approved task has been received will be done at the Contractor's own risk.
- 3.1.12 The pricing methodologies outlined in the contract will apply to all tasks approved under this process. In addition to those pricing methodologies, Fixed Price per Sprint, Fixed Price per Story Point, and Fixed Price – Outcome based may be utilized, when appropriate.

4. Insurance Requirements

- a. The Contractor must comply with the insurance requirements specified in this document. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- b. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- c. The Contractor must forward to the Contracting Authority, within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer with an A.M. Best Rating no less than "A". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

4.1 General Insurance Requirements

- 4.1.1 The Contractor must review the required insurance coverage with Canada on an annual basis to ensure the relevance and appropriateness of coverages and limits.
- 4.1.2 The Contractor must maintain the required insurance coverage for the duration of the Contract.
- 4.1.3 Coverage must be placed with a licensed Insurer with an A.M. Best Rating no less than "A".
- 4.1.4 An insurance certificate evidencing the major terms of the insurance in effect must be produced annually. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.
- 4.1.5 Each insurance required hereunder must have the following characteristics or terms:

- a. Insurance deductibles must not exceed \$1 million;
- b. The insurance must provide primary coverage with respect to the operations and activities pertaining to the Contract;
- c. Breach of any term by an insured, an additional insured or any other Person must not invalidate the insurance with respect to other insureds;
- d. The Insurer must provide the Contracting Authority sixty (60) days prior written notice of policy cancellation or any changes to the insurance policy.
- e. Any negligence or willful act or omission or false representation by an insured, an additional insured or any other Person must not invalidate the insurance with respect to the Contracting Authority; and,
- f. Any coverage written on a claims-made basis must include provision for 24 months extended reporting period in the event of termination of the Contract for any reason, including its expiration.

4.1.6 Any requirement for an insurance specified herein may be waived by Canada, at its sole and reasonable discretion, upon request by the Contractor for such waiver, accompanied by acceptable evidence of other financial resources available to the Contractor in an amount commensurate with the amount of insurance otherwise required.

4.2 Commercial General Liability Insurance

- 4.2.1 The Contractor must obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$50,000,000 per accident or occurrence and in the annual aggregate. The required limits can be obtained through the use of excess or umbrella liability insurance acting excess of, and follow form to, a primary Commercial General Liability Insurance.
- 4.2.2 The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada must be added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury and/or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued

to each.

- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. All of the Contractor's employees, sub-contractors, consultants, third parties and, if applicable, volunteers participating in the provision of service to Canada must be covered under this policy.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
- i. Broad Form Property Damage including Completed Operations: Property Damage coverage must include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor must provide the Contracting Authority sixty (60) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 24 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability, for damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor of the Contractor.
- m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and

the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

4.3 All Risk Property Insurance

The Contractor must obtain All Risks Property insurance related to the SoS E&I Facility and any other properties, as defined in the contractual requirements, and maintain it in force throughout the duration of the Contract, in an amount of not less than the replacement cost. All Properties must be insured on replacement cost (new) basis.

- 4.3.1 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to any of the properties. It must monitor, investigate and document all losses or damage to ensure that claims are properly made and paid.
- 4.3.2 The All Risks Property insurance policy must include the following:
 - a. Notice of Cancellation: The Contractor must provide the Contracting Authority at least sixty (60) days prior written notice of policy cancellation or any changes to the insurance policy.
 - b. Loss Payee: Canada as its interest may appear or as it may direct.
 - c. Waiver of Subrogation Rights: Contractor's Insurer must waive all rights of subrogation against Canada as represented by the Department of National Defence and Public Works and Government Services Canada for all loss of or damage to the property however caused.

Note: This clause will only apply to SoS E&I RFP.

4.4 Errors and Omissions (E&O) Liability Insurance

- 4.4.1 The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$10,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 4.4.2 The policy or policies must cover liability arising out of error or omission in the rendering of, or failure to render, services in connection with the Contract.
- 4.4.3 Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in the Contract and must include, but must not be limited to, third-party claims involving infringement of intellectual property (including but not limited to infringement of copyright, trademark), failure to detect fraudulent behaviour, penalties or additional expenses associated with late filings and failure to maintain compliance with legal requirements.
- 4.4.4 To the extent not provided under the Cyber Security and Privacy Liability Insurance described below, coverage must be provided under the Errors and Omissions Liability Insurance for invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information and network security.
- 4.4.5 The policy or policies must contain a cross liability/severability of interest clause.

- 4.4.6 The policy or policies must include an extended discovery and reporting period of not less than 24 months in the event of cancellation, termination or non-renewal of the policy or termination of the Contract for any reason, including its expiration.
- 4.4.7 The following endorsement must be included:
- a. Notice of Cancellation: The Contractor must provide the Contracting Authority sixty (60) days prior written notice of policy cancellation or any changes to the insurance policy.
- 4.4.8 All of the Contractor's employees, subcontractors, and third parties who are involved in the performance of Work under the Contract must be added as Additional Insureds, but only with respect to operations directly connected to the Contract.

4.5 Cyber Security and Privacy Liability Insurance

- 4.5.1 The Contractor must obtain Cyber Security and Privacy Liability insurance, and maintain it in force throughout the duration of the Contract period, in the amount of not less than \$25,000,000 per loss and in the annual aggregate.
- 4.5.2 The policy or policies must include, at a minimum, each of the following components: network security, privacy liability, network business interruption, media liability and errors and omissions.
- 4.5.3 The policy or policies must at a minimum provide coverage in the event of a failure to protect confidential information, which results in an identity theft or other wrongful emulation of the identity of an individual or corporation, failure or violation of the security of a computer system including, without limitation, that which results in or fails to mitigate any unauthorized access, unauthorized use, denial of service attack or receipt or transmission of a malicious code, data breach, privacy breach, system security breach, extortion, network impairment or electronic theft.
- 4.5.4 **Coverage must include:**
- a. "First Party Cover", providing coverage which includes, but is not limited to, defence and legal costs, claim avoidance costs, notification and communications costs, data and restoration costs, investigation costs, cost of regulatory proceedings, penalties and fines, and the cost of credit protection and crisis management services.
 - b. "Third Party Cover", providing coverage for liabilities arising from an event, including judgements and settlements.
 - c. "Extra Expense", providing coverage addressing extra expenses incurred in order to continue as nearly practicable the normal conduct of the Insured's business following insured events.
- 4.5.5 Canada must be added as Additional Insured.
- 4.5.6 The following endorsement must be included:
- a. Notice of Cancellation: The Contractor must provide the Contracting Authority sixty (60) days prior written notice of policy cancellation or any changes to the insurance policy.
- 4.5.7 The Contractor's employees, subcontractors, and any third parties involved in the Contract must be added as Additional Insureds, but only with respect to operations directly connected to the Contract.

5.0 Indigenous Participation Plan

5.1 MT - Indigenous Participation Plan

The Procurement Strategy for Indigenous Business (PSIB) is the Government of Canada's policy to support Indigenous businesses with procurement opportunities.

This policy can be referenced at: <https://www.canada.ca/en/indigenous-services-canada.html>

Bidders must submit with their bid an Indigenous Participation Plan (IPP) that details the extent to which they will support the government's overall target of 5% of the Total Estimated Contract Value for Goods and/or Services to be sourced from Canadian indigenous firms and delivered to Canada.

5.2 RT - Indigenous Participation Plan

Bidders must submit with their bid an Indigenous Participation Plan (IPP) that details the extent to which they will support the government's overall target of 5% of the Total Estimated Contract Value for Goods and/or Services to be sourced from Canadian indigenous firms and delivered to Canada under this contract.

Bidders proposed Indigenous Participation Plan will be evaluated as per the following criteria:

RT – Indigenous Participation Plan – Scoring Grid

If Bidder Commits to	If Bidder Commits to	If Bidder Commits to	If Bidder Commits to	If Bidder Commits to	If Bidder Commits to	Available Points
Below 1%	1%-1.99%	2%-2.99%	3%-3.99%	4%-4.99%	5% and above	
Target	Target	Target	Target	Target	Target	
It will be equal to 0% of the total available points	It will be equal to 20% of the total available points	It will be equal to 40% of the total available points	It will be equal to 60% of the total available points	It will be equal to 80% of the total available points	It will be equal to 100% of the total available points	50

Note:

The winning bidder must provide an IPP report on an annual basis to report on the total value of all contracts awarded to indigenous firms. The annual report will be due at the time of the Progress Review Meeting.

Should the Contractor be not able to meet its committed target in any year, Canada will allow the difference to be made up in following years. Conversely, if the achieved value is higher than the committed target in any year, a commensurate shortfall will be permissible in periods that follow. At the end of the contract period, the committed target must be met.

Bidder's committed target will be assessed against the final estimated contract value, which will not be known until the end of the contract. However, yearly target assessment will be based on the known estimated contract value at the time of reporting.

Mandatory Requirements are denoted with MT, and Rated Requirements are denoted with RT.

SCSI Form 2 - Cover Supply Chain Security Information (SCSI) Vendor Submission Form (Template)

Bidder Information	
Procurement Name:	
Date Submitted:	
Solicitation Number:	
Bidder Name:	

IT Product list

Item	OEM Name	OEM DUNS Number	Product Name	Model/ Version	Product URL	Vulnerability Information	Supplier Name	Supplier DUNS Number	Supplier URL	Additional Info
1										
2										
3										
4										
5										

Ownership Information

Item	OEM and/or Supplier Name	Ownership	Investors	Executives	Corporate Website Link
1					
2					
2					
4					