



**RETURN QUOTES TO -  
SOUSSIONNARES ENVOYE:**

All bids must be submitted via the SSC P2P portal

**Proposal to: Shared Services Canada**

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition à : Services partagés Canada**

Nous offrons par la présente de vendre à Son Majesté le Roi du Chef du Canada, en conformité avec les conditions énoncées dans la présente incluses par référence dans la présente et/ou incluses par référence aux annexes jointes à la présente les biens et/ou services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Issuing Office – Bureau de distribution**

SSC | SPC  
Internal and Digital Services Procurement (IDSP) |  
Services d'acquisitions internes et numériques (SAIN)  
Enterprise IT Procurement (EITP) | l'approvisionnement  
en TI d'entreprise (ATIE)

**REQUEST FOR QUOTATION / DEMANDE DE PRIX**

<b>Title – Sujet</b> Polycom Maintenance & Support or Equivalent	
<b>Solicitation No. – No de l'invitation</b> <b>BPM018063/A</b>	<b>Date</b> <b>February 21, 2023</b>
<b>Client Reference No. – N° référence du client</b> R000131884	
<b>Solicitation closes – L'invitation prend fin</b> <b>March 7, 2023 at – 2:00pm</b>	<b>Time zone – Fuseau horaire</b> Eastern Time
<b>Contracting Authority – Autorité du contrat</b> <b>Address Inquiries to – Adresser toutes questions à</b>  James Graves	
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<b>Destination – Destination</b>  99 Metcalfe K1A 1E3 Ottawa Ontario CANADA	
<b>Invoices – Factures</b>  Invoices to be submitted via P2P Portal	



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## **REQUEST FOR QUOTATION**

### **PART 1 GENERAL INFORMATION**

#### **1.1 Introduction**

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

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

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

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

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

**Part 5** Certifications: includes the certifications to be provided;

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

#### **1.2 Summary**

This bid solicitation is being issued for the supply and delivery of Polycom Hardware & Software Maintenance and Support as per Annex B – List of Inventory and Pricing. It is intended to result in the award of a contract for 1 year plus three (3) 1 year option periods.

SSC supports approximately 1280 videoconferencing, voice, hardware and software feature license assets for SSC and 25 In-Scope partners.

#### **Option to Add other Hardware or Software requiring Maintenance and Support**

SSC anticipates supporting an additional +280 assets.

The Contractor grants to Canada the irrevocable option to add other hardware or software to the line items specified at Annex B. Where those represent additional items of hardware or software already in Annex B, the prices will be the same as the existing items. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

#### **1.3 Trade Agreements**

The following trade agreements apply to this procurement process:

- i) Canada Free Trade Agreement (CFTA);
- ii) World Trade Organization Agreement on Government Procurement (WTO-AGP);
- iii) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP);
- iv) Canada–Chile Free Trade Agreement
- v) Canada–Colombia Free Trade Agreement



- vi) Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- vii) Canada–Honduras Free Trade Agreement
- viii) Canada–Korea Free Trade Agreement
- ix) Canada–Panama Free Trade Agreement
- x) Canada–Peru Free Trade Agreement
- xi) Canada–Ukraine Free Trade Agreement
- xii) Canada-United Kingdom Trade Continuity Agreement

#### 1.4 **Security Requirements**

There is no security requirement applicable to the Requirement.

#### 1.5 **Debriefing**

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



## PART 2 BIDDER INSTRUCTIONS

### 2.1 Mandatory Requirements

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

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

### 2.2 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.
- (b) For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.
- (c) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (d) **SSC’s Standard Instructions for Procurement Documents No. 1.4** (“SSC’s Standard Instructions”) are incorporated by reference into and form part of the solicitation. If there is a conflict between the provisions of SSC’s Standard Instructions and this document, this document prevails.
- (e) With respect to SSC’s Standard Instructions:
  - (i) There will not be a conference of interested suppliers.
  - (ii) There will not be a site visit.
  - (iii) Instead of the bid validity period set out in SSC’s Standard Instructions, bids will not expire until they are withdrawn by the bidder or are rejected by SSC.
- (f) Certain products required under this solicitation have been specified by brand name, model and/or part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada. Therefore, Section 1.18 of SSC’s Standard Instructions applies with respect to the evaluation of any equivalent products

### 2.3 Electronic Submission of Bids

- (a) All bids must be submitted via the SSC P2P portal to the SSC Contracting Authority by the closing date and time indicated in the SSC P2P portal with respect to the bid solicitation. Only bids submitted through the SSC P2P portal will be considered.



- (b) Bidders intending to submit a bid are encouraged to send an e-mail notification to the Contracting Authority indicating their intention to submit a bid.
- (c) Once the closing date and time has passed, the Bidder will not be able to submit a bid.
- (d) If the P2P portal is unavailable for any reason during any part of the 4 hours immediately before the solicitation closing date and time, bidders are requested to contact the Contracting Authority immediately, both by email and by telephone. If the Contracting Authority confirms that the P2P portal is unavailable for any reason during any part of the 4 hours immediately before the solicitation closing date and time, the Contracting Authority will extend the solicitation closing date and time by 24 hours. The Contracting Authority will send notice of any such extension to those bidders who have sent an email notification to the Contracting Authority indicating their intention to submit a bid. The Contracting Authority is not required to extend the solicitation closing date or time if the reason a bidder is unable to access the P2P portal is related to that bidder or its systems, rather than an SSC system problem.
- (e) Responsibility for Technical Problems. Canada will not be responsible for:
  - (i) any technical problems experienced by the Bidder in submitting its bid, including attachments rejected or quarantined because they contain malware or other code that is screened out by SSC's security services; or
  - (ii) any technical problems that prevent SSC from opening the attachments. For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format. All bids must be submitted to the Contracting Authority by the closing date and time indicated on Page 1.
- (a) Where instructed, parts of a bid must be submitted either as PDF documents or as documents that can be opened with the Microsoft Office Suite of applications.
- (b) Bidders intending to submit a bid are encouraged to send an e-mail notification to the Contracting Authority indicating their intention to submit a bid.
- (c) Once the closing date and time has passed, the Bidder will not be able to submit a bid.

## 2.4 Modification and Withdrawal of Bids

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

## 2.5 Enquiries – Bid Solicitation

- a) All enquiries must be submitted electronically to the specified email identified as the "Contracting Authority" on page 1, **no later than 5 calendar days from the bid closing date**. Enquiries received after that time may not be answered.
- b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a





proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.6 **Applicable Laws**

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

## 2.7 **Equivalent Products**

Please note that products required under this solicitation have been specified by brand name, model and/or part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada.

However, Canada will entertain proposals of equivalent products as suggested by the bidding community.

## 2.8 **Supply Chain Integrity Verification**

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



## PART 3 BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

- (a) **Section I:** Technical Bid and Certifications – Technical Bid must be submitted in PDF and Word Format. If there is any discrepancy between the two formats, the PDF will have priority over the Word format.
- (b) **Section II:** Financial Bid – Must be in original Excel format, not as a PDF.

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

### 3.2 Section I: Technical Bid (Mandatory at Solicitation Closing):

- (a) **Attachment 2.0 – Point Rated Technical Criteria:** This defines the rated technical requirements which Bidders must address in their bid.

The bid should address clearly and in sufficient detail the points that are subject to evaluation against the evaluation criteria. To facilitate the evaluation of bids, Canada requests that Bidders address and present topics in the order of the technical evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The bid may refer to additional documentation submitted with the bid. Valid forms of technical documentation reference material include, but are not limited to:

Screen captures, clearly legible, with text explanations.

Technical or end-user documentation: If this documentation is stored within a website, extract the supporting information and insert it in the bid or attach the documentation as an annex. Clearly indicate what portions of the text (pages and paragraphs) provide the demonstration required.

Bidders should be aware that any reference to a URL that requires Canada to download information from an Internet site to validate or supplement any part of their bid will not be accepted and the information will not be considered in evaluating the bid.

- (b) **Form 1 - Bid Submission Form (Requested at Solicitation Closing, Mandatory upon request during evaluation):** Bidders are requested to include the Form 1 – Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, and the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (c) **Form 2 – OEM Certification (Requested at Solicitation Closing, Mandatory upon request during evaluation):** The OEM Certification for Hardware described in SSC's Standard Instructions is required. Bidders are requested to submit the OEM Certification for Hardware at bid closing, but if Canada determines that the certification has not been required or does not meet Canada's requirements, Canada will provide the Bidder with an opportunity to submit or correct the certification during the evaluation period. Failure by the Bidder to do so during the time provided by Canada will result in the bid being declared non-compliant.
- (d) **Form 3 – Integrity Form (Requested at Solicitation Closing, Mandatory upon request during evaluation):** Bidders are requested to include a completed Form 3 – Integrity with their bids. Using the form to provide the information is not mandatory, but it is recommended. If Form 3



is not included with the bid or if Canada determines that the information required by Form 3 is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so. Upon request, the Bidder must also provide any further information required by the Contracting Authority pursuant to Section 1 of PSPC Standard Instructions 2003. Failure by the bidder to submit the required information during the time provided by Canada will result in the bid being declared non-compliant.

(e) **Form 4 - SCSI Submission (Requested at Solicitation Closing, Mandatory upon request during evaluation):**

The Supply Chain Security Information (SCSI) required Form 4 – Supply Chain Integrity (SCI) Process should be submitted with the bid. Bidders must provide the completed SCSI form provided. If any of this information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide this SCSI information within the time frame provided will render the bid non-compliant.

(f) **Certifications:** It is a requirement that bidders submit the certifications required under Part 5.

3.3 **Section II: Financial Bid (Mandatory at Solicitation Closing):**

(a) **Pricing:** Bidders must submit their financial bid in accordance with Annex B – Inventory Pricing Table, and by filling out Annex B. Bidders must quote firm unit prices in Canadian dollars, Delivered Duty Paid (DDP) destination delivery included, and Duty included (where applicable). The total amount of Applicable Taxes must be shown separately. The completed Annex B must also include the appropriate product code for every line item otherwise the bid will be deemed non-compliant and will be given no further consideration. The Bidder is requested to fill in the bid prices at Annex B.

(b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

(c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.



## PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- (c) **Requests for Further Information:** If Canada requires additional information in order to do any of the following:
  - (i) verify any or all information provided by the Bidder in its bid;the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
- (d) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Evaluation Procedures for Equivalent Products

Certain products required under this solicitation have been specified by brand name, model and/or part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada. Therefore, the following applies with respect to the evaluation of any equivalent products.

- (a) If the solicitation states that bidders must propose equipment that is specified by brand name, model and/or part number in order to ensure compatibility, interoperability and/or interchangeability with existing equipment owned by Canada, this Section applies regarding the evaluation of those products.
- (b) Products that are equivalent in form, fit, function and quality that are fully compatible, interchangeable, and interoperable with the existing equipment owned by Canada will be considered if the bidder:
  - i) clearly designates in its bid the brand name, model and/or part number of the proposed equivalent product;
  - ii) demonstrates in the written bid that the proposed equivalent is fully compatible, interoperates with, and is interchangeable with the item(s) specified in the solicitation;
  - iii) provides complete specifications and descriptive technical documentation for each equivalent item proposed;
  - iv) substantiates the compliance of its proposed equivalent by demonstrating that it meets all mandatory performance criteria that are specified in the solicitation; and
  - v) clearly identifies those areas in the specifications and descriptive technical documentation that demonstrate the equivalence of the proposed equivalent product.
- (c) If requested during evaluation, the bidder must submit a sample of any proposed equivalent product to the Contracting Authority for testing.



- (d) If requested during evaluation, the bidder must provide a demonstration of its proposed equivalent product.
- (e) Proposed equivalent products will be declared non-compliant if:
  - i) the bid fails to provide all the information required to allow the Contracting Authority to evaluate the equivalency of the proposed equivalent, including additional information requested by the Contracting Authority during the evaluation to supplement the information submitted in the bid (Note: it is the responsibility of the bidder to include all information required to evaluate equivalency as described above; however, all bidders acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding equivalency);
  - ii) the Contracting Authority determines that the proposed equivalent fails to meet or exceed the mandatory requirements specified in the solicitation; or
  - iii) the Contracting Authority determines that the proposed equivalent is not equivalent in form, fit, function or quality to the item(s) specified in the solicitation or that the proposed equivalent is not fully compatible, interoperable and interchangeable with any existing equipment owned by Canada that is specified in the solicitation.

#### 4.3 **Technical Evaluation**

- (a) Each bid will be reviewed to determine whether it meets the Technical Requirement of the bid solicitation. Bids that do not comply with each and every Technical Requirement will be declared non-responsive and be disqualified.

- (b) **Evaluation Team**

An evaluation team composed of representatives of Canada will evaluate the RFP Bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any RFP bids. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

- (c) **Consensus Determination:** Once the evaluators have completed their evaluation and documented on the Technical Evaluation Sheets, the results are to be reviewed by the Contracting Authority. If the team members have differed in their evaluation of the requirements, a Consensus meeting is held and a final determination is made by consensus for each criterion for which a discrepancy existed.

- (d) **Point Rated Technical Criteria**

This section describes the Point Rated Technical Criteria.

- 1) Rated Requirement 1 (RR1) - Environmental Point Rated Criteria (Max 40 points)
- 2) Rated Requirement 2 (RR2) – Accessibility Requirements (Max 30 points)
- 3) Rated Requirement 3 (RR3) – Indigenous Benefits Plan (Max 30 points)

**Total Maximum Available Points = 100 points**

No Bidder will be declared non-compliant directly as a result of not providing one or more Documents or directly as a result of providing Documents that do not demonstrate an understanding of the requirements.

However, Bidders will be scored in accordance with the Documents they provide which will affect their ranking under the evaluation methodology.



Canada will assess each of the Point Rated Criteria establishing a consensus among 5 evaluators regarding the appropriate Level of Understanding and Completeness provided in the Documents submitted with the Bid.

**Maximum Points Available:** 100 points

No Partial points will be awarded.

- (a) **Technical Evaluation Weighting: 15% of Overall Evaluation**

#### 4.4 Financial Evaluation

- (b) The financial evaluation will be conducted by calculating the Total Evaluated Bid Price using the Pricing Table in Annex B – Inventory Pricing Table completed by the Bidders. The Total Bid Price will be based on the sum of all total prices for the deliverables specified in Annex B, GST/HST extra.
- (c) **Maximum Points Available:** 100 points
- (d) Initial Contract Period + Option Period 1 + Option Period 2 + Option Period 3 + Optional Goods  
= Evaluated Bid Price
- (e) Bidders will be given a Weighted Financial Score. The Evaluated Bid Price will be weighted as follows:

Price Evaluation Item Category	Price Evaluation Item Category Weight
Initial Contract Period	30.00%
Option Period 1	20.00%
Option Period 2	20.00%
Option Period 3	20.00%
Optional Goods	10.00%

- (f) **Financial Evaluation Weighting: 85% of Overall Evaluation**

#### 4.5 Evaluation Methodology

- a) Responsive bids will be evaluated on their combination of technical merit and price reflected as a Point Score:
- b) **Point Score Methodology**  
Responsive bids will be evaluated on their **Weighted Score** determined as follows:  
**Technical Score (Max 100 Points) - 15% Weight**  
**Financial Score (Max 100 Points) - 85% Weight**

#### 4.6 Basis of Selection

- (a) A bid must comply with all requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.



- (b) **The Responsive Bidder with the highest Weighted Score (rounded to 2 decimal points) will be recommended for Contract Award.**
- (c) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (d) All Bidders will be informed of the outcome of the RFQ.
- (e) **Tie Breaker**

In the event two or more responsive bids have the same Weighted Score this will result in a coin toss to determine which bidder will be recommended for the contract award. The successful bidder in the coin toss will be awarded the contract.

The coin toss will be carried out as follows:

Canada will invite a representative from each affected bidder to attend the coin toss.

For a tie between 2 responsive bidders with the highest Weighted Score, the winner of the coin toss will be awarded the contract.

For a tie between 3 or more responsive bidders with the highest Weighted Score, the tied bidders will declare in writing their call (heads or tails) for all rounds of the process of elimination. The bidders will then toss their individual coins in a simultaneous process of elimination round. The unsuccessful tosses in each round will be eliminated until a winner is declared.

If all the bidders lose in any round of the process of elimination, then all bidders of the round re-toss to continue the process of elimination.

If all but one of the tied bidders is successful in any round, then the single bidder is awarded the contract.



## PART 5 CERTIFICATIONS

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

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

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

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

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

(a) **Form 1 – Bid Submission Form**

(b) **Form 2 - OEM Certification**

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

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

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

(c) **Form 3 - Integrity Provisions – Required Documentation**

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder may be requested to provide the required documentation in Form 2 – Integrity Form, as applicable, to be given further consideration in the procurement process.





(d) **Form 4 - Supply Chain Security Information (SCSI)**

Bidders will be required to submit "Supply Chain Security Information" (SCSI) for assessment by Canada in relation to supply chain integrity. The Supply Chain Integrity (SCI) Verification is a mandatory submission requirement at the procurement process. SCI is an important corporate requirement. Challenged by an increasingly complex cyber threat environment, Canada is committed to applying enhanced security process and contract clauses to the acquisition of both products and services. The purpose of the Supply Chain Integrity verification process is to ensure that all proposed sub-contractors, products, equipment, software, firmware and services that are procured by SSC meet the required security and supply chain standards.

Please refer to SCSI Form.



## PART 6 RESULTING CONTRACT CLAUSES

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

### 6.1 Requirement

- (a) \_\_\_\_\_ (the “**Contractor**”) agrees to supply to Canada the services described in the Contract, in accordance with, and at the prices set out in, the Contract. This includes:
- (i) providing maintenance and support for the Hardware listed in Annex B – List of Inventory and Pricing;
  - (ii) providing maintenance and support for any Licensed Software during the Software Support Period listed in Annex B – List of Inventory and Pricing; and
  - (iii) providing optional maintenance and support for any additional Hardware or Licensed Software added to Annex B – List of Inventory and Pricing;
- to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** This Contract is being issued by Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its “Clients”, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the Contract Period, and those other organizations for whom SSC’s services are optional at any point during the Contract Period and that choose to use those services from time to time.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
- (i) any reference to a “deliverable” or “deliverables” includes the Hardware and Software Maintenance and Support, the license to use any Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred).

### 6.2 Minimum Work Guarantee

If the Contractor is not issued Task Authorizations during the Initial Contract Period totaling at least **\$100,000.00** (not including any Applicable Taxes), then at the end of that period Canada will pay the Contractor the difference between that amount and the aggregate amount paid for (not including any Applicable Taxes) all Task Authorizations issued to the Contractor (as amended, if the value changed after the Task Authorization was issued). The maximum face value of any



Task Authorizations or part of a Task Authorization terminated for default will be counted, but the face value of any Task Authorizations or part of Task Authorization terminated for convenience will not be counted.

The Contractor is not guaranteed any Work or to be issued Task Authorizations pursuant to this Contract beyond the commitments set out in this Article.

### 6.3 Option to Add other Hardware or Software requiring Maintenance and Support

- (a) The Contractor grants to Canada the irrevocable option to add other hardware or software to the line items specified at Annex B. Where those represent additional items of hardware or software already in Annex B, the prices will be the same as the existing items. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) To the extent that the items to be maintained and supported are not yet included in Annex B, Canada will advise the Contractor of the items that it requests be added and the Contractor must provide a price within 10 working days of the request. Following receipt of the price quotation from the Contractor, Canada may request price support information. Upon request by the Contracting Authority, the Contractor must submit one or more (as requested) of the following price support for the quoted prices:
  - (i) 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);
  - (ii) 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 most 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 proposed by the Contractor;
  - (iii) 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.; and/or
  - (iv) a price certification from the Contractor.

With respect to all items added to Annex B during the Contract Period, all terms and conditions of the Contract remain the same.

### 6.4 Cancellation of Maintenance and Support

SSC reserves the right to cancel maintenance and support for any of the line items specified at Annex B. This action may be required for items deemed end of life, no longer supported, or obsolete. Cancellation of maintenance and support may be requested by SSC at any time in writing through a contract amendment to the Contractor with 30 calendar days' notice.



## 6.5 Standard Clauses and Conditions

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

In all clauses and conditions identified in the Contract, all references to the Minister of Public Works and Government Services are deleted and replaced with the Minister responsible for Shared Services Canada. Also all references to the Department of Public Works and Government Services are deleted and replaced with Shared Services Canada.

For purposes of this contract, any Public Services and Procurement Canada specifically policies referenced within the Standard Acquisitions Clauses and Conditions Manual incorporated by reference into this Contract are adopted as SSC policies.

### (a) General Conditions

**2030** (2022-12-01), General Conditions – Higher Complexity - Goods, are incorporated by reference into and form part of the Contract, amended as follows:

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

### (b) Supplemental General Conditions

The following Supplemental General Conditions apply to and form part of the Contract:

- (i) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance.
- (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software,

apply to and form part of the Contract.

## 6.6 Security Clearance Requirement

There is no Security Requirement associated with this Contract.

## 6.7 Contract Period

The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (a) The “Initial Contract Period”, which begins **April 1, 2023** and ends **March 31, 2024**; and
- (b) The period during which the Contract is extended if Canada chooses to exercise any options set out in the Contract.

## 6.8 Option to Extend the Contract

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



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

## 6.9 Authorities

### (a) Contracting Authority

The Contracting Authority for the Contract is:

Name: James Graves  
Title: Procurement Team Leader  
Organization: Shared Services Canada, EITP  
Telephone: 613-668-9563  
E-mail address: [james.graves2@ssc-spc.gc.ca](mailto:james.graves2@ssc-spc.gc.ca)

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

### (b) Technical Authority

The Technical Authority for the Contract is:

Name: Jeremy Charette  
Title: IT Technical Advisor, Consolidated Contracts (Maintenance)  
Address: 9 Montclair Blvd. Gatineau, PQ K1G 4A8  
Telephone: 343-551-3059  
E-mail address: [jeremy.charette@canada.ca](mailto:jeremy.charette@canada.ca)

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

### (c) Contractor's Representative

The Contractor Representative for the Contract is:

Name:  
Title:  
Organization:

Address:  
Telephone:  
E-mail address:

## 6.10 Basis of Payment

- (a) **Licensed Software Maintenance and Support:** For maintenance and support services throughout the Contract Period, in accordance with the Contract, Canada will pay the Contractor,



in advance, the firm price(s) as set out in Annex B – List of Inventory and Pricing once per annum, DDP destination, including all customs duties, Applicable Taxes extra.

- (b) **Hardware Maintenance and Support:** For maintenance and support of the Hardware in accordance with the Contract, Canada will pay the Contractor, in advance, the firm price(s) as set out in Annex B – List of Inventory and Pricing once per annum, DDP destination, including all customs duties, Applicable Taxes extra.
- (c) **Optional Additional Hardware or Software Maintenance and Support:** For maintenance and support for additional Hardware or Software, if Canada exercises its option, Canada will pay the Contractor the firm price as set out in Annex B – List of Inventory of Pricing, DDP destination, including all customs duties, Applicable Taxes extra.
- (d) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (e) **Limitation of Expenditure:** Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 6.11 Task Authorizations

- (a) The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.
- (b) Purpose of TA: Services identified in the Statement of Work, which are to be provided under this Contract on an as-and-when requested basis, will be ordered by Canada using a "Task Authorization" (TA).
- (c) Purchase Orders (PO) issued through the P2P portal will be considered a valid Task Authorization.
- (d) All Work will be Pursuant to Task Authorization: Any Work under this Contract will be performed on an as-and-when-requested basis in response to individual Task Authorizations issued by Canada to the Contractor. The Work described in a Task Authorizations must be in accordance with the scope of the Contract. The Contractor must not start the Work until a Task Authorization has been issued by an authorized representative of Canada.
- (e) Any work performed by the Contractor without receiving a validly issued Task Authorization is done at the Contractor's own risk. If the Contractor receives a Task Authorization that is not appropriately signed, the Contractor must notify the Contracting Authority (and CC the Technical Authority) immediately.
- (f) Task Authorization Limit: The Contracting Authority must authorize all individual task authorizations before issuance.
- (g) Task Authorizations may be consolidated via Contract amendment for administrative purposes.

#### 6.12 Method of Payment

- (a) H1001C (2008-05-12), Multiple Payments
- (b) H3028C (2010-01-11), Advance Payment

Canada will pay the Contractor in annually in advance for the maintenance and support services 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) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

### **6.13 Service Credits**

For the purposes of calculating service credits for maintenance and support on any hardware or software removed from the Contract during the Contract Period, the service credit is calculated as the sum of the Firm Unit Monthly Rate times the number of months cancelled for which Canada has paid the Contractor through a firm advanced payment.

### **6.14 Service Credits Apply during Entire Contract Period**

The Parties agree that the Service Credits apply throughout the Contract Period.

### **6.15 Service Credits represent Liquidated Damages**

The Contractor accepts that the Service Credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the cancellation of Maintenance and Support. No credit is intended to be, nor will it be construed as, a penalty.

### **6.16 Canada's Right to Obtain Payment**

The Parties agree that these Service Credits are a liquidated debt. To collect the Service Credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time. Canada also reserves the right to require a payment by cheque, payable to the Receiver General for Canada, in lieu of a service credit.

### **6.17 Canada's Rights & Remedies Not Limited**

The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.

### **6.18 Advance shipping notice**

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

### **6.19 Invoicing Instructions**

- (a) The Contractor can submit invoices electronically through the SSC P2P portal in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method.



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

#### 6.20 **Certifications**

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

#### 6.21 **Applicable Laws**

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

#### 6.22 **Priority of Documents**

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

- (a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions
  - (i) 4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance; and
  - (ii) 4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software.
- (c) 2030 (2022-12-01), General Conditions - Higher Complexity - Goods;
- (d) Annex A – Statement of Work (SOW); and
- (e) Annex B – List of Inventory and Pricing;





- (f) the Contractor's bid dated \_\_\_\_\_, not including any software publisher license terms and conditions that may be included in the bid, not including any provision SACC Manual clause s in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

#### 6.23 **Foreign Nationals (Canadian Contractor)**

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

#### 6.24 **Insurance**

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

#### 6.25 **Limitation of Liability - Information Management/Information Technology**

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
  - (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
    - A. any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
    - B. physical injury, including death.
  - (ii) The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
  - (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
  - (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph (i)(A) above.



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

**(c) Third Party Claims:**

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

**6.26 Hardware**

With respect to the provisions of Supplemental General Conditions 4001:

Part III of 4001 applies to the Contract (Additional Conditions: Purchase)	No
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Part IV of 4001 applies to the Contract (Additional Conditions: Lease)	No
Part V of 4001 applies to the Contract (Additional Conditions: Maintenance)	Yes
Hardware Maintenance Period	The Hardware Maintenance Period is the Contract Period.
Delivery Location	Detailed in Annex B – List of Inventory and Pricing
Contractor must deliver Hardware Documentation	No
Contractor must update Hardware Documentation throughout Contract Period	No
Hardware Documentation must include maintenance documentation	No
Language of Hardware Documentation	N/A
Class of Maintenance Service	As described in Annex A – Statement of Work, as applicable
Toll-free Telephone Number for Maintenance Service	
Website for Maintenance Service	

**6.27 Licensed Software Maintenance and Support**

With respect to the provisions of Supplemental General Conditions 4004:

Licensed Programs	The Licensed Programs to be supported and maintained are identified in Annex B – List of Inventory and Pricing, if applicable.
Software Support Period	The Software Support Period is the Contract Period.
Contractor must provide On-site Support Services	Yes, as required
Contractor must provide Swift Action Tactical (SWAT) services	No
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following:
Language of Support Services	The Support Services must be provided in both French and English, based on the choice of the User requesting support.



#### 6.28 **Safeguarding Electronic Media**

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

#### 6.29 **Access to Canada's Property and Facilities**

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

#### 6.30 **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 procurement process that resulted in the award of this Contract. In connection with that assessment process, Canada assessed the Contractor's Supply Chain Security Information (SCSI) without identifying any security concerns. The following SCSI was submitted:

- (i) a list of subcontractors

This SCSI is included as Annex C - Appendix 1. The Parties also acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SCSI will be required throughout the Contract Period. This Article governs that process.

- (b) **Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI information contained in Annex C - Appendix 1. 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 services under the Contract (including Products deployed by its subcontractors) during that period; the list must be marked to show the changes made during the applicable period. If no changes have been made during the reporting month, the Contractor must advise the Contracting Authority in writing that the existing list is unchanged.
  - (ii) The Contractor agrees that, during the Contract Period, it will periodically (at least once a year) provide the Contracting Authority with updates regarding upcoming new Products that it anticipates deploying in the Work (for example, as it develops its "technology roadmap" or similar plans). This will allow Canada to assess those Products in advance so that any security concerns can be identified prior to the Products being deployed in connection with the services being delivered under the Contract. Canada will endeavour to assess proposed new Products within 30 calendar days, although lengthier lists of Products may take additional time.



- (iii) Canada reserves the right to conduct a complete, independent security assessment of all new SCSI. The Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
  - (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 in SCSI already assessed by Canada:**
- (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 SCSI that have already been the subject of an SCSI assessment and assessed without security concerns by Canada, either during the procurement process or later during the Contract Period.
- (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 consent of the Contracting 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:
    - A. provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
    - B. if requested by the Contracting Authority, propose a mitigation plan (including a schedule), within 10 business days, such as migration to an alternative Product. The Contracting Authority will notify the Contractor in writing if Canada approves the mitigation plan, or will otherwise provide comments about concerns or deficiencies with the mitigation plan; and
    - C. implement the mitigation plan approved by Canada.
    - D. This process applies both to new Products and to Products that were already assessed pursuant to the Supply Chain Integrity Process assessment by Canada, but for which new security vulnerabilities have since been identified.
  - (iii) Despite the previous Sub-article, if Canada determines in its discretion that the identified security concern represents a threat to national security that is both serious and imminent, the Contracting Authority may require that the Contractor immediately cease deploying the identified Product(s) in the Work. For Products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the Product(s) from the Work according to a schedule determined by Canada. However, prior to



making a final determination in this regard, Canada will provide the Contractor with the opportunity to make representations within 48 hours of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination.

(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:
  - A. with respect to Products already assessed without security concerns by Canada pursuant to an SCSA assessment, evidence from the Contractor of how long it has owned the Product;
  - B. with respect to new Products, whether or not the Contractor was reasonably able to provide advance notice to Canada regarding the use of the new Product in connection with the Work;
  - C. evidence from the Contractor of how much it paid for the Product, together with any amount that the Contractor has pre-paid or committed to pay with respect to maintenance and support of that Product;
  - D. the normal useful life of the Product;
  - E. any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
  - F. the normal useful life of the proposed replacement Product;
  - G. the time remaining in the Contract Period;
  - H. whether or not the existing Product or the replacement Product is or will be used exclusively for Canada or whether the Product is also used to provide services to other customers of the Contractor or its subcontractors;
  - I. whether or not the Product being replaced can be redeployed to other customers;
  - J. any training required for Contractor personnel with respect to the installation, configuration and maintenance of the replacement Products, provided the Contractor can demonstrate that its personnel would not otherwise require that training;
  - K. any development 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
  - L. 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 Contracting Authority, the Contractor must submit a detailed cost breakdown, once any work to address a security concern identified under this Article has been completed. The cost breakdown must contain an itemized list of all applicable cost



elements related to the work required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Canada must consider the supporting information to be sufficiently detailed for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular Product or Products.

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

(f) **General:**

- (i) The process described in this Article may apply to a single Product, to a set of Products, or to all Products manufactured or distributed by a particular supplier.
- (ii) The process described in this Article also applies to subcontractors. With respect to cost implications, Canada acknowledges that the cost considerations with respect to concerns about subcontractors (as opposed to Products) may be different and may include factors such as the availability of other subcontractors to complete the work.
- (iii) Any service levels that are not met due to a transition to a new Product or subcontractor required by Canada pursuant to this Article will not trigger a Service Credit, nor will a failure in this regard be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada or proceeds immediately to implement Canada's requirements if Canada has determined that the threat to national security is both serious and imminent.
- (iv) If the Contractor becomes aware that any subcontractor is deploying Products subject to security concerns in relation to the Work, the Contractor must immediately notify both the Contracting Authority and the Technical Authority and the Contractor must enforce the terms of its contract with its subcontractor. The Contractor acknowledges its obligations pursuant to General Conditions 2035, Subsection 8(3).
- (v) 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.

6.31 **Termination for Convenience**

At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.



## 6.32 Change of Control

- (a) At any time during the Contract Period, if requested by the Contracting 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-article, a corporation or partnership will be considered related to another entity if:
    - A. they are “related persons” or “affiliated persons” according to the Canada Income Tax Act;
    - B. 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
    - C. 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 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 2030 (General Conditions – Higher Complexity – Goods), provided the information has been marked as either confidential or proprietary.
- (c) The Contractor must notify the Contracting 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 Federal Government Working Days after any change of control takes place (or, in the case of a subcontractor, within 15FGWDs 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 Article, a “change of control” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrance, or other disposition of the shares (or any form of partnership units) by any other means. In the case of a joint venture Contractor or subcontractor, this applies to a change of control of any of the joint venture’s corporate or partnership members. In the case of a Contractor or subcontractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.
- (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 Article, termination on a “no-fault” basis means that neither party will be liable to the other in connection with the change of control or the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- (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 Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner. However, in any such case, the notice requirements of this Article still apply.

### 6.33 **Subcontracting**

- (a) Despite the General Conditions, none of the Work may be subcontracted (even to an affiliate of the Contractor) unless the Contracting Authority has first consented in writing. In order to seek the Contracting Authority’s consent, the Contractor must provide the following information:
  - (i) the name of the subcontractor;
  - (ii) the portion of the Work to be performed by the subcontractor;
  - (iii) the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor;
  - (iv) 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;



- (v) completed sub-SRCL signed by the Contractor's Company Security Officer for CISD completion; and
  - (vi) any other information required by the Contracting Authority.
- (b) For the purposes of this Article, a “subcontractor” does not include a supplier who deals with the Contractor at arm's length whose only role is to provide telecommunications or other equipment or software that will be used by the Contractor to provide services, including if the equipment will be installed in the backbone or infrastructure of the Contractor.



## **Annex A – Statement of Work**

(Please see attached Annex A)



## **Annex B – Inventory Pricing Table**

(Please see attached Annex B)



## **Attachment 1.0 – SSC Standard Instructions 1.4**

(Attached as a separate Attachment)



## **Attachment 2.0 – Point Rated Technical Criteria**

(Attached as a separate Attachment)



## **Attachment 3.0 – ICT Accessibility Requirements**

(Attached as a separate Attachment)



## **Attachment 4.0 – Indigenous Benefits Plan Requirements**

(Attached as a separate Attachment)





## **Attachment 5.0 – Financial Evaluation Workbook**

(Attached as a separate Attachment)



## **Attachment 6.0 – Basis of Selection**

(Attached as a separate Attachment)



### Form 1 – Bid Submission Form

<b>BID SUBMISSION FORM</b>		
<b>Bidder's full legal name</b> <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>		
<b>4001 (2015-04-01), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance information;</b> <b>4004 (2013-04-25), Maintenance and Support Services for Licensed Software</b>	Toll-free Telephone #	
	Website for Maintenance Service	
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>		
<b>Signature of Authorized Representative of Bidder</b>		



## Form 2 – OEM Certification Form

### OEM Certification Form

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

Name of OEM \_\_\_\_\_

Signature of authorized signatory of OEM \_\_\_\_\_

Print Name of authorized signatory of OEM \_\_\_\_\_

Print Title of authorized signatory of OEM \_\_\_\_\_

Address for authorized signatory of OEM \_\_\_\_\_

Telephone no. for authorized signatory of OEM \_\_\_\_\_

Fax no. for authorized signatory of OEM \_\_\_\_\_

Date signed \_\_\_\_\_

Solicitation Number \_\_\_\_\_

Name of Bidder \_\_\_\_\_



### Form 3 – Integrity Form

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

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



## **Form 4 – Supply Chain Security Information**

(Attached as a separate Form)