



**RETURN BIDS TO /
RETOURNER LES SOUMISSIONS À**

C/O Sonya Rawlings Senior Procurement
Officer
Bid Receiving
Shared Services Canada | Services partagés
Canada
180 Kent St., 13th Floor, 13-125
Ottawa, ON, K1P 0B6

**REQUEST FOR PROPOSAL /
DEMANDE DE PROPOSITION**

Proposal To: Shared Services Canada
We hereby offer to sell to Her Majesty the
Queen in right of Canada, in accordance with
the terms and conditions set out herein,
referred to herein or attached hereto, the
goods, services, and construction listed
herein and on any attached sheets at the
price(s) set out thereof.

Proposition aux: Services partagés Canada
Nous offrons par la présente de vendre à Sa
Majesté la Reine du chef du Canada, aux
conditions énoncées ou incluses par
référence
dans la présente et aux annexes ci-jointes,
les
biens, services et construction énumérés ici
sur toute feuille ci-annexées, au(x) prix
indiqué(s)

Comments - Commentaires

This document contains a Security
Requirement

Issuing Office – Bureau de distribution
Shared Services Canada / Services partagés
Canada
Procurement and Vendor Relationships
180 Kent Street
13th Floor
Ottawa, Ontario
K1P 0B5

| | |
|--|---|
| Title – Sujet Non-Attributable Internet Services | |
| Solicitation No. – N° de l'invitation 15-35358 | Date December 21, 2018 |
| Client Reference No. – N° référence du client 15-35358 | |
| File No. – N° de dossier 15-35358 | |
| Solicitation Closes – L'invitation prend fin at – à 11:00 AM on – le Tuesday, January 22, 2019 | Time Zone Fuseau horaire Eastern Standard Time (EST) |
| D.D.P. - R.D.A. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Inquiries to : - Adresser toutes questions à: Sonya Rawlings | Buyer Id – Id de l'acheteur CCP |
| Telephone No. – N° de téléphone : 613-355-8856 | FAX No. – N° de FAX Not applicable |
| Email Address for Bid Submission - Courriel SSC.consultation-consultation.SPC@canada.ca | |
| Delivery required - Livraison exigée See Herein | Delivered Offered – Livraison propose |
| Destination – of Goods, Services, and Construction: Destination – des biens, services et construction Ontario, Canada | |
| Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| Telephone No. – N° de téléphone | |
| 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 |





SHARED SERVICES CANADA
BID SOLICITATION
FOR NON-ATTRIBUTABLE INTERNET SERVICES

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List of Annexes to the Resulting Contract:

- Annex A: Statement of Work
- Annex B: Pricing Tables
- Annex C: Security Requirements Checklist (SRCL)
- Annex D: Service Order Form

Attachments to Part 2 Bidder Instructions

Attachment 2.1 SSC Standard Instruction

List of Attachments to Part 4 (Evaluation Procedures and Basis of Selection)

- Attachment 4.1: Price Evaluation Workbook
- Attachment 4.2: Mandatory Technical Evaluation Criteria
- Attachment 4.3: Supply Chain Integrity Process

Forms:

- Form 1: Bid Submission Form
- Form 2: Integrity Check Form
- Form 3: SCSI Submission Form
- Form 4: SCI Scope Reference Diagram



PART 1 GENERAL INFORMATION

1.9 Introduction

The bid solicitation is divided into five 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, if applicable, and the basis of selection;
- Part 5** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes to the Resulting Contract include the Statement of Work, Pricing Tables, and Security Requirements Checklist (SRCL).

1.10 Summary

Shared Service Canada requires a secure, reliable and serviceable internet connection to permit suitable throughput and anonymous access to users in multiple locations.

This bid solicitation is being issued by Shared Services Canada (SSC). The resulting contract will be used by SSC to provide shared services to its Clients, including SSC itself, those government institutions for whom SSC's services are mandatory from time to time, and those other organizations for whom SSC's services are optional and that choose to use those services from time to time.

It is intended to result in the award of 1 contract for 1 year, plus 5 one-year irrevocable options for a total of 6 years allowing Canada to extend the term of the contract. It is Canada's intention to allow for growth as new sites are added to the Contract.

This bid solicitation does not preclude Canada from using different methods of supply for Clients with the same or similar needs.

Canada has invoked the National Security Exception in respect of this requirement and, as a result, none of the trade agreements apply to this procurement.



PART 2 BIDDER INSTRUCTIONS

2.9 Standard Instructions, Clauses and Conditions

- a) All instructions, clauses and conditions identified in this document or any of its attachments by number, date and title are either:
 - (i) set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada; or
 - (ii) set out in SSC's Standard Instructions for Procurement Documents No. 1.1, attached as Attachment 2.1 to Part 2 of the RFP.

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

- b) Section 1 only of PSPC's Standard Instructions 2003 (2018-05-22) applies to this bid solicitation.
- c) SSC's Standard Instructions for Procurement Documents No. 1.1 ("**SSC's Standard Instructions**") are incorporated by reference into and form part of the solicitation. If there is a conflict between the provisions of SSC's Standard Instructions and this document, this document prevails.
- d) With respect to SSC's Standard Instructions:
 - (i) There will not be a conference of interested suppliers or a site visit.
 - (ii) Instead of the bid validity period set out in SSC's Standard Instructions, bids will not expire until they are withdrawn by the bidder or are rejected by SSC.
- e) By submitting a bid, the Bidder is confirming that it agrees to be bound by all the instructions, clauses and conditions of the solicitation.

2.10 Electronic Submission of Bids

- a) **Email Submission of Response:** Bidders must submit their bids by email in accordance with this Section by the date and time of closing to the email address identified on the cover page of this document as the "Email Address for Response Submission".
- b) **Format of Email Attachments:** The approved formats for email attachments are any combination of:
 - (i) PDF attachments; and
 - (ii) documents that can be opened with either Microsoft Word or Microsoft Excel. Bidders that submit attachments in other formats do so at their own risk.
- c) **Email Size:** Bidders should ensure that they submit their bid in multiple emails if any single email, including attachments, will exceed 15 MB. Except as expressly provided below, only emails that are received at the Email Address for Response Submission by the closing date and time will be considered part of the bid.
- d) **Email Title:** Bidders are requested to include the Solicitation No. identified on the cover page of this document in the "subject" line of each email forming part of the bid.
- e) **Time of Receipt:** All emails received at the Email Address for Response Submission showing a "received" time before the bid closing date and time will be considered timely. In the case of a dispute regarding the time at which an email arrived at SSC, the time at which the bid is received by SSC will be determined:
 - (i) by the delivery time stamp received by the Bidder if the Bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or



- (ii) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the Bidder has not turned on Delivery Status Notification for the sent email.
- f) Availability of Contracting Authority:** During the two hours leading up to the closing date and time, an SSC representative will monitor the Email Address for Response Submission and will be available by telephone at the Contracting Authority's telephone number shown on the cover page of this document (although the SSC representative may not be the Contracting Authority). If the Bidder is experiencing difficulties transmitting the email to the Email Address for Response Submission, the Bidder should contact SSC immediately at the Contracting Authority's coordinates provided on the cover page of this document.
- g) Email Acknowledgement of Receipt by SSC:** On the closing date, an SSC representative will send an email acknowledging receipt of each bid (and each email forming part of that bid, if multiple emails are received) that was received by the closing date and time at SSC's Email Address for Response Submission.
- h) Delayed Email Bids:** SSC will accept an email bid received in the first 24 hours after the closing date and time only if the Bidder can demonstrate that any delay in delivering the email to the SSC Email Address for Response Submission is due to Canada's systems. Responses received by email more than 24 hours after the closing date and time will not be accepted under any circumstances. As a result, Bidders who have tried to submit a bid, but have not received an email acknowledging receipt from SSC shortly thereafter should contact the Contracting Authority so that they can determine whether or not the bid arrived at the SSC Email Address for Response Submission on time.
- i) Responsibility for Technical Problems:** Canada will not be responsible for:
 - (i) any technical problems experienced by the Bidder in submitting its bid, including emails that fail to arrive because they exceed the maximum email size of 15 MB or that are 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 to the email(s). 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.

2.11 Modification and Withdrawal of Bids

- a)** Bids can be modified, withdrawn or resubmitted, during the bidding period, up until the solicitation closing date and time.
- b)** A bid withdrawn after the solicitation closing date and time cannot be resubmitted.

2.12 Questions and Comments

Questions and comments about this solicitation can be submitted in accordance with the Section of SSC's Standard Instructions entitled "**Communications**" up until the deadline specified in those Standard Instructions (i.e., 10 calendar days before the closing date).



2.13 Non-Disclosure Agreement

By submitting a bid, the Bidder agrees to the terms of the non-disclosure agreement below (the “**Non-Disclosure Agreement**”):

- a) The Bidder agrees to keep confidential any information it receives from Canada regarding Canada’s assessment of the Bidder’s Supply Chain Security Information (the “Sensitive Information”) including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada’s concerns.
- b) Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise and whether or not that information is labeled as classified, proprietary or sensitive.
- c) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a security clearance commensurate with the level of Sensitive Information being accessed, without the prior written consent of the Contracting Authority. The Bidder agrees to immediately notify the Contracting Authority if any person, other than those permitted by this Article, accesses the Sensitive Information at any time.
- d) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days.
- e) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at RFP stage, or immediate termination of the resulting Contract. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder’s security clearance and review of the Bidder’s status as an eligible bidder for other requirements.
- f) This Non-Disclosure Agreement remains in force indefinitely.



PART 3 BID PREPARATION INSTRUCTIONS

3.9 Bid Preparation Instructions

- a) **Copy of Bid:** Canada requests that bidders provide their bid in separately bound sections as follows:
- (i) **Section I:** Technical Bid (1 soft copy) electronically.
 - (ii) **Section II:** Financial Bid (1 soft copy) electronically..
 - (iii) **Section III:** Certifications (1 soft copy) electronically.

3.10 Section I: Technical Bid

- a) In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and substantiate how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the 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.
- b) The technical bid consists of the following:
- (i) **Bid Submission Form (Requested at Solicitation Closing, Mandatory upon request by the Contracting Authority during evaluation):** Bidders are requested to include the Bid Submission Form (see Form 1) 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, 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.
 - (ii) **Integrity Check (Requested at Solicitation closing, Mandatory upon request during evaluation):** Bidders are requested to include a completed Form 2 – Integrity Check with their bids. Using the form to provide the information is not mandatory, but it is recommended. If Form 2 is not included with the bid or if Canada determines that the information required by Form 2 is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so. Upon request, the Bidder must also provide any further information required by the Contracting Authority pursuant to Section 1 of Standard Instructions 2003.
 - (iii) **Technical Mandatory Requirements (Mandatory at Solicitation Closing):**
 1. The Bidder must describe its solution and identify all the software, hardware and other components that collectively form a solution that satisfies all the mandatory technical criteria set out in **Attachment 4.2: Mandatory Technical Evaluation Criteria** (the "Solution").
 2. The Bidder must also respond to the individual mandatory technical criteria that are described in **Attachment 4.2: Mandatory Technical Evaluation Criteria** by demonstrating how its Solution complies with each of the mandatory technical **criteria**.
 3. **Supply Chain Integrity Process (Mandatory at Solicitation Closing):** Bidders must include a completed Form 3 - SCSI Submission Form and Form 4 – SCI Scope Reference Diagram with their bids, set out in in Attachment 4.3 – Supply Chain Integrity Process.



3.11 Section II: Financial Bid

- a) **Pricing:** Bidders must submit their financial bid in accordance with **Attachment 4.1, Price Evaluation Workbook**.
- b) **Exchange Rate Fluctuation:** SSC is not offering exchange rate fluctuation risk mitigation for this requirement. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-compliant.

3.12 Section III: Certifications

- a) By submitting a bid, the Bidder is automatically providing the following certifications set out in SSC’s Standard Instructions in the section entitled **“Deemed Certifications from Each Bidder”**:

| | |
|--|----------------|
| Equipment and Software is “Off-the-Shelf” | Applies |
| System is “Off-the-Shelf” | Applies |
| Bidder’s Proposed Resources will be available | Not Applicable |
| Bidder has Verified Information about its Proposed Resources | Not applicable |
| Resources who are not employees of the Bidder | Not applicable |

- b) The Bidder is also required to provide the following certifications described in SSC’s Standard Instructions. Although all these certifications are requested at solicitation closing, if Canada determines that the any certification is missing, incomplete or requires correction, Canada will provide the Bidder with an opportunity to provide the required information:

| | |
|--|--|
| Federal Contractors Program for Employment Equity Certification | Required – please provide the information in the Bid Submission Form |
| Former Public Servants Certification | Required – please provide the information in the Bid Submission Form |
| Regulatory Certifications set in Regulatory Forms A, B, C and D of SSC’s Standard Instructions | Not required |
| Canadian Content Certification | Not required |



PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.9 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.10 Technical Evaluation

Mandatory Technical Evaluation Criteria: The mandatory technical evaluation criteria set out in **Attachment 4.2 (Mandatory Technical Evaluation Criteria)** will be evaluated on a pass/fail basis.

4.11 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Evaluated Bid Price (EBP) using **Attachment 4.1 Pricing Workbook** completed by the bidders.

4.12 Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared compliant. The compliant bid with the lowest evaluated price will be recommended for award of a contract.



PART 5 RESULTING CONTRACT CLAUSES

Note to Bidders: These Resulting Contract Clauses are intended to form the basis of any contract resulting from this bid solicitation. Except where specifically set out in these Resulting Contract Clauses, acceptance by Bidders of all the clauses is a mandatory requirement of this bid solicitation.

No modification or other terms and conditions included in the bid will apply to the resulting contract, despite the fact that the bid may become part of the resulting contract.

Any Bidder submitting a bid containing statements implying that the bid is conditional on modification of these Resulting Contract Clauses (including all documents incorporated by reference) or containing terms and conditions that purport to supersede these Resulting Contract Clauses will be considered non-compliant.

Bidders with concerns regarding the provisions of these Resulting Contract Clauses should raise those concerns in accordance with the Enquiries provision of the bid solicitation.

If additional legal issues are raised by a bid, Canada reserves the right to address those issues in any contract awarded as a result of this bid solicitation. If the additional provisions are unacceptable to the Bidder, the Bidder may withdraw its bid.

5.9 Overview of Requirement

- a) _____ (the “**Contractor**”) agrees to supply to Canada the Solution, on an as-and-when requested basis, including all goods and services (including the Statement of Work, in accordance with, and at the prices set out in the Contract.

5.10 The Solution – Initial Requirement

- a) The Contractor agrees to deliver to Canada the complete production version of the Non-Attributable Internet Services (NAIS) “**Solution**”. The Contractor must deliver the Solution to the following location: 2265 St. Laurent Blvd, Ottawa, ON for piloting and then will be expanded to 333 North River road tower A, Ottawa, ON with the potential to expand to 30 other sites within Canada. The delivery of the Solution includes:
- (viii) configuring the Solution to meet all the requirements set out in Annex A.
- b) **Client:** Under the Contract, the “**Client**” is 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 from time to time, and those other organizations for whom SSC’s services are optional from time to time and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- 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
- e) “**Federal Government Working Days (FGWD’s)**” means Monday to Friday excluding the following holidays as observed by Canada:



- (viii) New Year's Day;
- (ix) Good Friday and Easter Monday;
- (x) Victoria Day;
- (xi) St-Jean Baptiste Day (June 24th);
- (xii) Canada Day;
- (xiii) 1st Monday in August;
- (xiv) Labour Day;
- (xv) Thanksgiving Day;
- (xvi) Remembrance Day;
- (xvii) Christmas Day; and
- (xviii) Boxing Day.

5.11 Maintenance and Support for the Solution

The Contractor must have a clear process to address incidents such as, outages and the escalation unresolved problems. The Contractor must report all incidents in writing to Canada within 5 Federal Government Working days (FGWD). The contractor must provide technical support that is accessible Monday to Friday, 0800 -1700 local time, excluding statutory holidays, by phone or email. The problem resolution period is a maximum of 4 hours and offer alternative solutions to re-establish the communication links.

5.12 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 (<http://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.

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

a) General Conditions:

- (i) 2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract. These General Conditions are amended as follows:

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 form part of the contract:

- (i) 2003 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements (2018-05-22) 2003
- c) The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED A issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).



- d) Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Services and Procurement Canada, the Contractor personnel MAY NOT HAVE ACCESS to (CLASSIFIED/PROTECTED) information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.
- e) The Contractor personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD) and Public Services and Procurement Canada (PSPC).
- f) The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PSPC has issued written approval. After approval has been granted, these tasks may be performed at the level of PROTECTED A (including an IT Link at the level of PROTECTED A).
- g) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Shared Services Canada.
- h) The Contractor must comply with the provisions of the:
 - (viii) Security Requirements Check List and security guide (if applicable), attached at Annex C; and
 - (ix) Industrial Security Manual (Latest Edition).

5.13 Contract Period

- a) **Contract Period:** The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends one (1) year later; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- b) **Option to Extend the Contract:**
 - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to five (5) 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 the Basis of Payment.
 - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days 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.

5.14 Authorities

- a) Contracting Authority

The Contracting Authority for the Contract is:

Sonya Rawlings
Senior Procurement Officer
Shared Services Canada
180 Kent St, Ottawa, Ontario, K1P 0B6
Email: sonya.rawlings@canada.ca
Telephone: (613) 355-8856

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:

<To be inserted at Contract Award>

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

<To be inserted at Contract Award>

5.15 Service Order Process

a) As-and-when-requested Service Orders: All Work to be performed under the Contract will be on an “as-and-when-requested” basis using a Service Order (SO), set out in Annex D. The Work described in the SO must be in accordance with the scope of the Contract. The Contractor must not commence work until an authorized SO has been received by the Contractor. The Contractor acknowledges that any work performed before an authorized SO has been received will be done at the Contractor’s own risk.

b) If Canada has a requirement for the Services described in the Contract, including the Statement of Work, Canada will issue a Service Order (SO) to the Contractor.

c) Form and Content of Service Order:

(i) The Service Order will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The SO will also include the applicable basis(es) and methods of payment as specified in the Contract.

(ii) A Service Order may contain the following information, as applicable:

1. the SSC SO number;
2. a description of the work for the order, outlining the activities to be performed and identifying any deliverables required;
3. the period of the Service Order with a start and end date;
4. milestone dates for deliverables and payments (if applicable);
5. the location for the internet services;
6. the price payable to the Contractor for performing the order, with an indication of whether it is a firm price or a maximum SO price (and, for maximum price Service Orders, the SO must indicate how the final amount payable will be determined; where the SO does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges);
7. any Unscheduled Construction (if applicable); and
8. any other constraints that might affect the completion of the order.



d) Service Expansion

- (i) Quotation Process; If Canada has a requirement to expand the Non-Attributed Internet Services as defined in the SOW to a new site not currently listed in the Contract, Canada will send the Contractor a Request for Quotation (RFQ).
- (ii) The RFQ may have the following information, as applicable:
 - 1. SSC RFQ number;
 - 2. A description of the Work to be performed;
 - 3. A requested completion date; and
 - 4. The location of the Work (site address).
- (iii) The Contractor must use the information contained in the RFQ to prepare and provide to Canada, within 5 Federal Government Working Days of issuance of the RFQ, a detailed and fully supported price quote. The Contractor's quotation must be in accordance with the rates set out in the Contract without surpassing the Canadian consumer price index (CPI). This will be demonstrated by resubmitting; Attachment 4.1 Price Evaluation Workbook
- (iv) Whether or not to issue a Service Order is entirely within Canada's discretion. If Canada approves the Contractor's quotation, a Service Order will be issued by Canada to the Contractor.
- (v) The Contractor must provide any additional information requested by Canada in relation to the quotation within 3 Federal Government Working Days of the request. Canada may also propose changes to the quotation. Within 10 Federal Government Working Days of receipt of these changes, the Contractor must submit an updated quotation to Canada.

e) Contractor's Response to a Service Order:

- (i) The Contractor's central mailbox must provide an auto reply to confirm receipt of the email.
- (ii) Within 1 Federal Government Working Day (FGWD) from the time of receipt of the SO, the Contractor must provide a Service Order Acceptance (SOA) by email to Canada or notify Canada by email of any additional information that is required for a revised Service Order to be accepted.
- (iii) When the Contractor provides a SOA, the SOA must, at a minimum, provide Canada with:
 - 1. a reference number for the Service Order
 - 2. a confirmation of availability of the internet service at the location where it is to be provided. If the service is not available, the Contractor must propose an alternate available internet service to be approved by Canada in order to fulfill the SO;
 - 3. for unscheduled construction requests, proof is required in the payment article 8.2 Unscheduled Construction. All unscheduled construction must be approved by SSC. It is at SSC's sole discretion whether or not to proceed with unscheduled construction;
 - 4. the total cost for performing the order and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's confirmed cost must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and issue the SO; and
 - 5. the Committed Service Delivery Date (CSDD).
- (iv) The CSDD is the date that the Contractor is obligated to complete the delivery of the service for a given Service Order. The CSDD must respect the Service Delivery Interval (SDI) requirements as specified in Table 1 - Service Delivery Interval Requirements below. The SDI is the Interval starting from the receipt date of the acceptable SO and ending on the successful order completion date.
- (v) Table 1- Service Delivery Interval (SDI)



| Service Order Categories | Maximum SDI Window |
|--|--|
| A change to some or all of the IPv4 addresses. | Within five (5) FGWDs from receipt of SO. |
| A bandwidth upgrade or downgrade in increments of 10Mbps to a circuit that does not require new hardware. | Within five (5) FGWDs from receipt of the SO. |
| Adding new or relocating a service to a location where the Contractor's service facilities exist. | Within twenty-seven (27) FGWDs from receipt of SO. |
| Adding new or relocating a service to a new location where the required Contractor's service facilities (Such as Copper or fiber) do not exist but can be built and delivered. | Within sixty (60) FGWDs from receipt of SO. |

- (vi) If the Service Order cannot be completed by the CSDD, the Contractor must notify Canada in writing, as soon as possible prior to this date, of the reason for the delay, and provide a revised CSDD. This revised date is subject to written approval by Canada.
- (vii) The Contractor must identify the subcontractor performing the work, if applicable.
- (viii) The Contractor must provide at least 48 hours advance notice when Contractor access is required on site premises in order to complete a Service Order.
- (ix) The Contractor must coordinate new installs, upgrades, and configuration and repairs of Services with the contact as specified in the Service Order request by calling the contact on the Service Order.
- (x) The Contractor must provide the circuit number and configuration information 5 FGWDs prior to the CSDD to Canada.
- (xi) The Contractor must notify Canada by email, of the successful completion of the Contractor's standard acceptance test by issuing a Service Order Completion Notice (SOCN) no later than 1 FGWD following the completion of the installation.
 - 1. The SOCN must contain a formal statement by the Contractor that the installation of the new service has been fully completed including any testing and the service is ready for use.
 - 2. After receipt of the SOCN by Canada, Canada has the right to perform its own Acceptance Test within 20 FGWDs. Where Canada has conducted an Acceptance Test within 20 FGWDs of the SOCN date and raised a trouble ticket within this period, the implementation of the Service Order is considered incomplete, and the Contractor cannot bill for the service. The Contractor must immediately notify Canada by email of any trouble ticket that is raised during the acceptance-testing period.
 - 3. The Contractor must advise of any delays in completion at the time at which the Contractor realizes that the work will extend past the predicted outage window.
- (xii) When any fault identified through the Canada's Acceptance Test has been reported and cleared by the Contractor, Canada shall have an additional 10 FGWDs to complete further acceptance testing. Any further service implementation fault reported within this period shall restart the entire ten FGWD's for Canada's acceptance-testing period.
- (xiii) The billing start date for services that meet Canada's Acceptance Test is retroactive to the date that the last trouble ticket is cleared.
- (xiv) In the case where Canada has raised a trouble ticket and it is determined not to be the Contractor's implementation fault, the billing start date will be retroactive to the SOCN or CSDD, whichever is later.
- (xv) The Contractor must implement a service disconnection order on the disconnection date specified in the Service Order, or within 20 FGWDs from the date that the Service Order has been



issued by Canada, whichever is later. The Contractor must apply the same aforementioned SO process for the disconnection orders including issuing SOCN with the actual completion and stop-of-billing date.

5.16 Payment

a) Basis of Payment

- (i) **Non-Attributable Internet Services Solution:** For providing the internet services in accordance with the Contract, Canada will pay the Contractor, in arrears, the firm unit monthly prices set out in Annex B Table 1.1, Applicable Taxes extra.
- (ii) **Install/Setup Charge (one-time):** For providing the installation and initial set-up of the Internet Services, in accordance with the Contract, Canada will pay the Contractor, in arrears, the Install/Setup Charge (one-time) set out in Annex B Table 1.1, Applicable Taxes extra.
- (iii) **Software Changes:** For providing the Software changes in Annex B:
 - 1. Bandwidth Upgrade or Downgrade within the same service type (without any physical change to the hardware), in accordance with the Contract, Canada will pay the Contractor, in arrears, the one-time charge set out in Annex B table 2.1, Applicable Taxes Extra.
 - 2. Changing the Non-Attribution & Non-contiguous IP addresses, in accordance with the Contract, Canada will pay the Contractor, in arrears, the applicable one-time charge set out in Annex B table 2.2, Applicable Taxes Extra.
- (iv) **Physical Changes:** For providing the Service Relocation within the same site or to other sites, in accordance with the Contract, Canada will pay the Contractor the firm unit prices set out in Annex B Table 3.1, Applicable Taxes Extra.
- (v) **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.
- (vi) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

b) Unscheduled Construction

- (i) **Price Breakdown:** The Contractor must, upon request, provide a price breakdown for all Unscheduled Construction, by specific activities with trades, person-hours, material, subcontracts, and services.
- (ii) **Pro-rated Prices:** Hours and prices for Unscheduled Construction must be based on comparable historical data applicable to similar work at the same facility, or will be determined by pro-rating the quoted work costs in the Contract when in similar areas.
- (iii) **Payment for Unscheduled Construction:** The Contractor will be paid for unscheduled construction arising, as authorized by Canada. The authorized Unscheduled Construction will be calculated as follows:
 - 1. Number of hours (to be negotiated) x the Contractor's firm hourly charge-out labour rate which includes overhead and profit, plus net laid-down cost of materials to which will be added a mark-up of 10 percent, plus Applicable Taxes. The firm hourly charge-out labour rate and the material mark-up will remain firm for the term of the Contract and any subsequent amendments.



c) Limitation of Expenditure

- (i) Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- (ii) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

d) Method of Payment - Monthly Payment

- (i) H1000C (2008-05-12), Single Payment – for the install/setup charge, software changes physical changes, and unscheduled construction; and
- (ii) H1008C (2008-05-12), Monthly Payment – for the Solution, and optional Maintenance and Support.
 1. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
 2. 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;
 3. all such documents have been verified by Canada;
 4. the Work performed has been accepted by Canada.

e) Payment Credits

- (i) **Late Delivery:** If the Contractor does not deliver the services as outlined in **Table 1- Service Delivery Interval Requirements** above, within the time specified, the Contractor must provide a credit to Canada of 10% of the MRC for each calendar day of delay up to a maximum of 50% of the MRC for that month.
- (ii) **Credits for Failure to meet Maximum Time To Restore (MTTR):** If the Contractor does not meet the MTTR requirements in any given month Canada will be entitled to a credit in the following amounts:

| Total Service Hours Failed per incident or per month if multiple incidences | Service Credit % of the Monthly Recurring Cost (MRC) |
|---|--|
| 3.6 hours<Outage<=6 hours | 25% |
| Outage>6 hours | 50% |

- (iii) The Maximum Service outage per month must be less than 216 minutes (60min.*24Hours*30Days*0.005) or approximately equivalent to 99.5% availability of accumulated outage time 24 hours per day for all days in any one (30 day) calendar month.
- (iv) The Contractor must calculate the Maximum Service outage by summing the outage time for all incidents for that calendar month.
- (v) Scheduled maintenance interruptions approved by Canada will be excluded from the calculation of the Maximum Service outages.
- (vi) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of



the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.

- (vii) **Termination for Failure to Meet Service Levels or the service Uptime:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:
1. the total amount of credits for a given monthly billing cycle reach a level of 51% of the Total Contract Value; or
 2. the corrective measures required of the Contractor described above are not met.
 3. This termination will be effective when the three-month notice period expires, unless the Contractor has sustained the Availability Level during those months.
- (viii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (ix) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (x) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the 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.
- (xi) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the 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.
- (xii) **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.
- (xiii) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

5.17 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b) The Contractor's invoice must reference the Contract Number on every invoice submitted to Canada.
- c) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- d) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.



- e) The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

5.18 Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

5.19 Federal Contractors Program for Employment Equity - Default by Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

5.20 Applicable Laws

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

5.21 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;
- c) Supplemental General Conditions, Telecommunications Services and Products 4005 (2012-07-16)
- d) general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
- e) Annex A - Statement of Work;
- f) Annex B - Pricing Tables
- g) Annex C - Security Requirements Checklist (SRCL)
- h) Annex D – Service Order Form

5.22 Foreign Nationals (Canadian Contractor)

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor), apply to and form part of the Contract.

5.23 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.



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- b) First Party Liability:** 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:
- (ii) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - (iii) physical injury, including death.
- c)** The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- d)** 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.
- e)** 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.
- f)** 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 5.16.2.1 above.
- g)** The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
- (i) 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
 - (ii) 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 5.16.2.5 of the greater of 0.25 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 \$2M.
 - (iii) In any case, the total liability of the Contractor under subparagraph 5.16.2 will not exceed the total estimated cost (as defined above) for the Contract or \$2M, whichever is more.
 - (vii) 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 5.16.3.1, with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 5.16.3.

5.24 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.

5.25 On-going Supply Chain Integrity Process

- a) The following words and expressions used in this Supply Chain Integrity Process have the following meaning:
 - (i) "Products" means any hardware that operates at the data link layer of the OSI Model (Layer 2) and above, any software and Workplace Technology Devices.
 - (ii) "Workplace Technology Devices" means desktops, mobile workstations such as laptops and tablets, smart phones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD and DVD.
 - (iii) "Product Manufacturer" means the entity which assembles the component parts to manufacture a Product.
 - (iv) "Software Publisher: means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products.
 - (v) "Canada's Data" means any data originating from the Work, any data received in contribution to the Work or that is generated as a result of the delivery of security, configuration, operations, administration and management services, and any data that is transported or stored by the contractor or any subcontractor as a result of performing the Work.
 - (vi) "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the resulting contract.
- b) **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) an IT Product List;
- (ii) a list of subcontractors; and
- (iii) network diagram(s).



This SCSI is included as Attachment 4.3. 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.

- c) Assessment of New SCSI:** During the Contract Period, the Contractor may need to modify the SCSI information contained in Attachment 4.3. 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. Changes made to the IT Product List must be accompanied with revised Network Diagram(s) when applicable.
 - (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.
- d) 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.
- e) 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:
 1. provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;



2. 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
3. implement the mitigation plan approved by Canada.

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

- (iii) Despite the previous 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.

f) 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:
- (ii) 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;
- (iii) 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;
- (iv) 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;
- (v) the normal useful life of the Product;
- (vi) any "end of life" or other announcements from the manufacturer of the Product indicating that the Product is or will no longer be supported;
- (vii) the normal useful life of the proposed replacement Product is 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.
- (xiii) 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.
- (xiv) 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.

g) 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.

5.26 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.

5.27 Change of Control

- a)** At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
- b)** 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:
- c)** they are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;
- d)** 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
- e)** 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.
- f)** 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;
- g)** 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
- h)** 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.

- i)** 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).
- (iv) The Contractor must provide this notice by no later than 10 FGWDs after any change of control takes place (or, in the case of a subcontractor, within 15 FGWDs after any change of control takes



place). Where possible, Canada requests that the Contractor provide advance notice of any proposed change of control transaction.

- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.

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.

ANNEX A

STATEMENT OF WORK

1. Objective

- 1.1** Shared Service Canada requires a secure, reliable and serviceable internet connection to permit suitable throughput and anonymous access to users in multiple locations.

2. Service Delivery

- 2.1 Throughput:** The Contractor must deliver a minimum guaranteed bandwidth of 10 Mbps sustained internet service, both inbound and outbound at each Point of Presence (PoP). The Internet service must be scalable up to 100Mbps in 10Mbps increments.
- 2.2 Maximum Transmission Unit (MTU):** The Contractor must guarantee an IP MTU size of 1500 Bytes at the Contractor's edge device.
- 2.3 Data Transfer:** The Contractor must provide unlimited data transfer and not cap the amount of data transfer (usage) The Contractor must not charge Canada for exceeding any service provider imposed maximum data transfer.
- 2.4 Non-Attributable IP Addresses:** The Contractor must provide an anonymous IP address that will change periodically, at least once a month per site or upon request by Canada. Internet activities must originate randomly from multiple unlimited source IP address. The source IP addresses must include North America, Europe and other international cities as a source of the IP address. The Contractor must supply a total of 64 subnets hosting a single (or two) hosts (i.e. /30) of IP v4 public addresses each.
- 2.5 Non-Contiguous IP Subnets:** The public IP subnets are to be non-attributable, meaning each IP subnet is sufficiently unique so that an outsider would not recognize them as related to each other, related to the Government of Canada and must not show Canadian or international cities repeatedly used.
- Internet activities and traffic must not appear to be originated from the same IP address and must originate randomly from at least 10 source IP addresses.
- All internet traffic must not appear to be originated from a location associated with the Government of Canada including the National Capital Region or any other region where there is a significant Government of Canada presence.
- 2.6 Non-Attribution:** For security reasons, the service provider must not identify that IP subnets given under the Contract are associated to the Canada Border Services Agency (CBSA), Shared Services Canada (SSC), the Federal Government of Canada (GC) or any of its networks. An American Registry for Internet Number (ARIN) search of the IP addresses must not indicate that they belong to either CBSA, the GC or initiated repeatedly from Canada. The listed geographic site of the IP address must not be a GC site and or a Canadian site at all.
- Internet activities must be routed through multiple random points of non-attribution between the source IP address and the ultimate Egress node.
- Internet activities must be routed randomly to one of multiple Egress nodes. These Egress nodes must be changed on monthly basis or upon a written request from the Client. Each Egress note must have multiple IP addresses which at a minimum must change on a monthly basis.

- 2.7 Initial service locations:** This service will be initially installed at the Canada Border Services Agency (CBSA) site located at 2265 St. Laurent Blvd, Ottawa, ON and then expanded to 333 North River Road, Ottawa, ON for piloting.
- 2.8 Expansion:** The Contractor must provide the option to Canada to expand to other sites within major metropolitan cities in Canada.
- 2.9 Uptime:** The Contractor must ensure 99.5% or greater service uptime.

3. Service Management

- 3.1 Incident Management:** The Contractor must have an incident management system for the processing of outages and the escalation of unresolved problems. The Contractor must provide this procedure in writing to Canada within 10 Federal Government Working Days of Contract Award.
- 3.2 Service Maintenance:** The Contractor must provide technical support that is accessible Monday to Friday, 0800 – 1700 local time, excluding statutory holidays, by phone or email.
- 3.3 Maximum Time to Restore (MTTR) Service:** The maximum acceptable problem resolution period is 4 hours. In the case of extended outages lasting more than 4 hours, the Contractor must provide regular updates every one hour to Canada regarding the outages and offer alternative solutions to re-establish the communication links.

**ANNEX B
PRICING TABLES**

<To be inserted at Contract Award based on the Bidder's Financial Bid>



ANNEX C

Security Requirement Checklist SRCL

RECEIVED
SEP 25 2017



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

PSP 15562

Security Classification / Classification de sécurité
Unclassified

AE

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

| PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE | | |
|---|---|--|
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine | Shared Services Canada | 2. Branch or Directorate / Direction générale ou Direction NEUB/Data Networks |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant | |
| 4. Brief Description of Work / Brève description du travail Non-Attributable Internet services for CBSA | | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | | |
| Canada <input checked="" type="checkbox"/> | NATO / OTAN <input type="checkbox"/> | Foreign / Étranger <input type="checkbox"/> |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | | |
| No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> | All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> | No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Not releasable À ne pas diffuser <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> |
| Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: |
| 7. c) Level of Information / Niveau d'information | | |
| PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/> | NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> | PROTECTED A PROTÉGÉ A <input type="checkbox"/> |
| PROTECTED B PROTÉGÉ B <input type="checkbox"/> | NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> | PROTECTED B PROTÉGÉ B <input type="checkbox"/> |
| PROTECTED C PROTÉGÉ C <input type="checkbox"/> | NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> | PROTECTED C PROTÉGÉ C <input type="checkbox"/> |
| CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> | NATO SECRET NATO SECRET <input type="checkbox"/> | CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> |
| SECRET SECRET <input type="checkbox"/> | COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/> | SECRET SECRET <input type="checkbox"/> |
| TOP SECRET TRÈS SECRET <input type="checkbox"/> | | TOP SECRET TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified

Canada



Government of Canada / Gouvernement du Canada

| |
|--|
| Contract Number / Numéro du contrat PSP 15562 |
| Security Classification / Classification de sécurité Unclassified |

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité: No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

| | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL | <input type="checkbox"/> SECRET SECRET | <input type="checkbox"/> TOP SECRET TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS | Special comments: Commentaires spéciaux: _____ | | |

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

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| Security Classification / Classification de sécurité Unclassified |
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| Contract Number / Numéro du contrat P3P 15562 |
| Security Classification / Classification de sécurité Unclassified |

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category / Catégorie | PROTECTED / PROTÉGÉ | | | CLASSIFIED / CLASSIFIÉ | | | NATO | | | | COMSEC | | | | | |
|--|---------------------|---|---|-----------------------------|--------|--------------------------|---|-------------------|-------------|--|---------------------|---|---|-----------------------------|--------|--------------------------|
| | A | B | C | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / TRÈS SECRET | NATO RESTRICTED / NATO DIFFUSION RESTREINTE | NATO CONFIDENTIAL | NATO SECRET | COSMIC TOP SECRET / COSMIC TRÈS SECRET | PROTECTED / PROTÉGÉ | | | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / TRÈS SECRET |
| | | | | | | | | | | | A | B | C | | | |
| Information / Assets / Renseignements / Biens / Production | ✓ | | | | | | | | | | | | | | | |
| IT Media / Support TI / Liens électroniques | ✓ | | | | | | | | | | | | | | | |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada / Gouvernement du Canada

| |
|--|
| Contract Number / Numéro du contrat PSP 15562 |
| Security Classification / Classification de sécurité Unclassified |

AD

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

| | | |
|---|---|---|
| Name (print) - Nom (en lettres moulées) Charbel Khater | Title - Titre Manager | Signature <i>Charbel Khater</i> |
| Telephone No. - N° de téléphone 613-325-8579 | Facsimile No. - N° de télécopieur 819-958-1990 | E-mail address - Adresse courriel charbel.khater@canada.ca |
| | | Date 20-Sep-2017 |

14. Organization Security Authority / Responsable de la sécurité de l'organisme

| | | |
|---|-----------------------------------|-----------------------------------|
| Name (print) - Nom (en lettres moulées) Jeanne Duhon | Title - Titre DD50 - SSC | Signature <i>Jeanne Duhon</i> |
| Telephone No. - N° de téléphone 613-960-7943 | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel |
| | | Date 25 Sep 2017 |

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

| | | |
|---|-----------------------------------|-----------------------------------|
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel |
| | | Date |

17. Contracting Security Authority / Autorité contractante en matière de sécurité

| | | |
|--|--|--|
| Name (print) - Nom (en lettres moulées) Sherry Campbell | Title - Titre Contract Security Officer, Contract Security Division | Signature <i>Sherry Campbell</i> |
| Telephone No. - N° de téléphone Sherry.Campbell@tpsgc-pwgsc.gc.ca | Facsimile No. - N° de télécopieur 48-1712 | E-mail address - Adresse courriel Sherry.Campbell@tpsgc-pwgsc.gc.ca |
| | | Date October 17, 2017 |

TBS/SCT 350-103(2004/12)

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| Security Classification / Classification de sécurité Unclassified |
|--|

*MH
25 Sep 2017
Canada*



**ANNEX D:
Service Order Form
For Non-Attributable Internet Services**

Order No.....: ITSB-123456
 Order Status.....: New
 Action Type.....: ESTABLISH
 Service.....: Service name (example: Internet)
 Supplier.....: Supplier name
 Customer.....: Department name
 Customer Order No.....:
 Related Order No.....:
 Priority?.....: NO or YES
 Date Required.....: 2017/08/28 (YYYYMMDD)
 Date Customer Ready...: 2017/08/28 (YYYYMMDD)
 Order Originator..: Name of SSC order analyst
 Phone #.....: (xxx) xxx-xxxx Ext:
 Customer Contacts:
 ----- Prime Site Contact -----
 Site contact name Phone: (xxx) xxx-xxxx Ext: xxxx Email: name@canada.ca
 ----- Alternate Site Contact -----
 Site contact name Phone: (xxx) xxx-xxxx Ext: xxxx Email: name@canada.ca

ORDER REMARKS:

 Supplier Service: Service name Supplier Acct: NEW Contract: contract number

1.0 CUSTOMER LOCATION:

 Name: Department name
 Building:
 Address:
 City/Prov:
 Postal Code:

Circuit: xxxxxx

1.1 Description of ordered item as per the contract details

Qty: 1 Monthly Unit: \$000.00 Total..: \$000.00

*** END OF ORDER ***



Form 1

| FORM 1 - BID SUBMISSION FORM | | | |
|---|--|-----|--|
| Bidder's full legal name <i>In the case of a joint venture, please identify all members.</i> | | | |
| Authorized Representative of Bidder for evaluation purposes (e.g., clarifications) | Name | | |
| | Title | | |
| | Address | | |
| | Telephone # | | |
| | Fax # | | |
| | Email | | |
| Bidder's Procurement Business Number (PBN) <i>Please see SSC's Standard Instructions. Please make sure that your PBN matches the legal name under which you have submitted your response. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.</i> | | | |
| Former Public Servants <i>Please see the Section of SSC's Standard Instructions entitled "Former Public Servants" for more information. If you are submitting a response as a joint venture, please provide this information for each member of the joint venture.</i> | Is the Bidder a Former Public Servant in receipt of a pension as defined in SSC's Standard Instructions? If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant" | Yes | |
| | | No | |
| | Is the Bidder a Former Public Servant who received a lump sum payment under the terms of the work force adjustment directive? If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant" | Yes | |
| | | No | |
| Federal Contractors Program for Employment Equity Certification <i>Please see the section of SSC's Standard Instructions entitled "Federal Contractors Program for Employment Equity" for more information. Please check one of the boxes or provide the required information. If you are submitting a response as a joint venture, please provide this information for each member of the joint venture.</i> | The Bidder certifies having no work force in Canada. | | |
| | The Bidder certifies being a public sector employer. | | |
| | The Bidder certifies being a federally regulated employer subject to the <i>Employment Equity Act</i> . | | |
| | The Bidder certifies having a combined work force in Canada of fewer than 100 permanent full-time, part-time and temporary employees. | | |
| | The Bidder has a combined workforce in Canada of 100 or more permanent full-time, part-time and temporary employees. | | |
| | Valid and current Certificate number. | | |
| | The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. | | |
| Requested Canadian province or territory for applicable laws | | | |
| Security Clearance Level of Bidder <i>Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.</i> | Clearance Level | | |
| | Date Granted | | |
| | Issuing Entity (PSPC, RCMP, etc.) | | |
| | Legal name of entity to which clearance issued | | |
| On behalf of the Bidder, by signing below, I confirm that I have read the entire RFP, including the documents incorporated by reference into the RFP, and I certify and agree that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the RFP; 2. The Bidder has read and complies with the obligations of the PSPC Code of Conduct for Procurement (http://www.tpsgc-PSPC.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html); 3. All the information provided in the bid is complete, true and accurate; and 4. The Bidder agrees to be bound by all the terms and conditions of this RFP, including the documents incorporated by reference into it. | | | |
| Signature of Authorized Representative of Bidder | | | |



Form 2

| Integrity Form | |
|---|---|
| Adresse de courriel /E-mail Address: | |
| sonya.rawlings@canada.ca | |
| Ministère/Department: | |
| Shared Services Canada | |
| Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier | |
| Cliquez ici pour entrer du texte. / Click here to enter text. | |
| Adresse du fournisseur / Supplier Address | |
| Cliquez ici pour entrer du texte. / Click here to enter text. | |
| NEA du fournisseur / Supplier PBN | |
| Cliquez ici pour entrer du texte. / Click here to enter text. | |
| Numéro de la demande de soumissions (ou numéro du contrat proposé) Solicitation Number (or proposed Contract Number) | |
| P000015562 | |
| Membres du conseil d'administration (Utilisez le format - Prénom Nom) Board of Directors (Use format - first name last name) | |
| 1. Membre / Director : | Cliquez ici pour entrer du texte. / Click here to enter text. |
| 2. Membre / Director | Cliquez ici pour entrer du texte. / Click here to enter text. |
| 3. Membre / Director | Cliquez ici pour entrer du texte. / Click here to enter text. |
| 4. Membre / Director | Cliquez ici pour entrer du texte. / Click here to enter text. |
| 5. Membre / Director | Cliquez ici pour entrer du texte. / Click here to enter text. |
| 6. Membre / Director | Cliquez ici pour entrer du texte. / Click here to enter text. |
| 7. Membre / Director | Cliquez ici pour entrer du texte. / Click here to enter text. |
| 8. Membre / Director | Cliquez ici pour entrer du texte. / Click here to enter text. |
| 9. Membre / Director | Cliquez ici pour entrer du texte. / Click here to enter text. |
| 10. Membre / Director | Cliquez ici pour entrer du texte. / Click here to enter text. |
| Autres Membres/ Additional Directors: | |
| Cliquez ici pour entrer du texte. / Click here to enter text. | |



Form 3
SCSI Submission Form

(Attached separately as an Excel spreadsheet)



Form 4
SCI Scope Reference Diagram

(Attached separately as an Excel PowerPoint)