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BID SOLICITATION **GOVERNMENT OF CANADA MANAGED SECURITY SERVICE (GCMSS)** **FOR CANADA**

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List of Annexes to the Resulting Contract:

Annex A: Statement of Work

Appendix A: Security Requirements

Appendix B: Security Certification Matrix

Appendix C: Definitions and Acronyms

Appendix D: Security Control Catalogue ITSG-33 - Annex 3 DRAFT 3.1

Annex A-1: Statement of Work - Firewall

Annex A-2: Statement of Work - Intrusion Detection & Prevention (IDP)

Annex A-3: Statement of Work - Content Filtering

Annex A-4: Statement of Work - Antivirus

Annex A-5: Statement of Work - Antispam

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Annex A-6: Statement of Work - Data Loss Prevention (DLP)

Annex A-7: Statement of Work - Security Information and Event Management (SIEM)

Annex B: Basis of Payment

Annex C: Security Requirements Checklist

List of Attachments to Part 2 (Bidder Instructions):

Attachment 2.1: Historical Information

Attachment 2.2: Service Model

List of Attachments to Part 3 (Bid Preparation Instructions):

Attachment 3.1: Pricing Tables

Forms:

Form 1 - Bid Submission Form

Form 2 - GCMSS Reference Project Verification Form for Mandatory Technical Criteria

Form 3 - GCMSS Reference Project Verification Form for Point-Rated Technical Criteria

Form 4 - GCMSS Certification Form for Point-Rated Technical Criteria

Form 5 - GCMSS Certification Form for Mandatory Technical Criteria

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into seven parts plus annexes, attachments and forms 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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 Certifications: includes the certifications to be provided;
- Part 6 Security and Financial Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work, the Basis of Payment and Security Requirements Checklist.

The attachments include the Historical Information, Service Model and Pricing Tables.

The forms include Bid Submission Form, GCMSS Reference Project Verification Form for Mandatory Technical Criteria, GCMSS Certification Form for Mandatory Technical Criteria, GCMSS Reference Project Verification Form for Point-Rated Technical Criteria and GCMSS Certification Form for Point-Rated Technical Criteria.

1.2 Summary

- (a) Shared Services Canada (SSC) currently delivers a suite of fully managed perimeter defence services including the existing Managed Security Services (MSS) portfolio to partner departments and Other Government Departments (OGDs). This portfolio of services provides a comprehensive set of solutions covering perimeter security, intrusion detection and content filtering for web and email. These services can be combined with existing GC-owned solutions for holistic protection of departmental public access zones.
- (b) The Government of Canada (Canada) has a requirement to replace the existing MSS portfolio with a Government of Canada Managed Security Service (GCMSS) that is flexible and agile while taking into account SSC business and technical requirements as well as evolution of the industry. The GCMSS will provide departments with IT infrastructure and services that mitigate security risks associated with connecting to external unprotected networks, such as the Internet, while enforcing security and usage policies compliance as indicated by the Treasury Board Secretariat (TBS).

The resulting contract will be for fully managed services that may include centralized as well as distributed implementations of the following security services:

- Firewall
- Intrusion Detection and Prevention
- Content Filtering
- Antivirus
- Antispam

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- Data Loss Prevention
- Security Information and Event Management

The contract will also offer provisions for the following on-demand services, in direct support of the aforementioned security services:

- Security Awareness Training
- Integration Support

- (c) This procurement is being conducted by Shared Services Canada. The resulting contract will be used by Shared Services Canada for itself and to provide shared services to its clients. It is intended to result in the award of a contract for 3 years, plus 2 one-year irrevocable option(s) allowing Canada to extend the term of the contract. This bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.
- (d) There is a security requirement associated with this requirement. For additional information, see Part 6 - Security and Financial Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents Website.
- (e) Canada has invoked the National Security Exception for this requirement. As a result, the requirement is not subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Agreement on Internal Trade (AIT), Canada-Colombia Free Trade Agreement, or the Canada-Peru Free Trade Agreement (CPFTA).

1.3 Communications Notification

As a courtesy, Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

1.4 Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 5.4 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:

Delete: sixty (60) days

Insert: one hundred and eighty days (180) days

2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to Public Works and Government Services Canada will not be accepted. However, SSC will consider revisions, via facsimile, to a bid that has been already delivered to the Bid Receiving Unit (e.g. Revisions to prices and technical modification(s)). These revisions will only be accepted if they are provided to the Bid Receiving Unit prior to the closing date and time of the bid solicitation. Revisions must be clearly marked as such and must indicate which specific provisions or portions of the bid are being revised. The only acceptable facsimile number for bid revisions to bid solicitations issued by SSC is 819-997-9776.

2.3 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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- (c) Bidders should make enquiries to the Contracting Authority as early as possible and should not make assumptions about the nature of the requirements of this bid solicitation. Canada will review these enquiries and decide whether or not to modify the bid solicitation. Bidders who do not raise issues and questions they may have during the solicitation period do so at their own risk. Bidders who, instead of raising issues during the enquiries period, deviate from the mandatory requirements of this bid solicitation or do not respond to them in their bids will be disqualified.

2.4 Applicable Laws

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

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications, terms and conditions or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.6 Historical Information

The data provided in Attachment 2.1: Historical Information, has been provided to bidders for background information only. The inclusion of this information in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the services or products described in this bid solicitation will be consistent with this information. It is provided purely for information purposes.

2.7 Service Model

The data provided in Attachment 2.2: Service Model, has been provided to bidders for background information only. The inclusion of this information in this bid solicitation does not represent additional requirements to the services or products described herein. It is provided for information purposes only.

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

(a) Canada requests that bidders provide their bid in separately bound sections as follows:

- (i) Section I: Technical Bid (two (2) hard copies and two (2) soft copies on CDs or DVDs)
- (ii) Section II: Financial Bid (two (2) hard copies)
- (iii) Section III: Certifications (one (1) hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

(b) Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

(c) The Bidder may submit more than one bid. If an alternate bid is submitted, it must be a physically separate document, clearly marked as an alternate bid. Each bid will be evaluated independently, without regard to the other bids submitted by the Bidder. As a result, every bid must be complete on its own. Even though material submitted in one bid will not be used to supplement another bid submitted by the same bidder, where inconsistencies are noted among multiple bids submitted by the same bidder, Canada may take those inconsistencies into account in evaluating the multiple bids. If the Bidder submits multiple bids and wishes to withdraw one or more of those bids, Canada may require that the Bidder withdraw either all its bids, or none of them.

(d) **Submission of Multiple Bids from a Bidding Group:**

- (i) One bidding group may participate in the submission of:
 - (A) one bid from any member of the bidding group on its own and one bid from any member of the bidding group submitted in a joint venture that includes at least one party that is not related to any of the members of the bidding group;
 - (B) two bids submitted in joint venture, each of which contains one or more members of the bidding group, where at least one of the joint ventures includes at least one party that is not related to any of the members of the bidding group; or
 - (C) two bids, each of which is from a different member of the bidding group on its own.
- (ii) The submission of any bids from one or more members of the same bidding group, except as set out in (i), is not permitted in response to this bid solicitation. If the members of a bidding group participate in additional bids, Canada will choose in its discretion which bids to consider. If the members of a bidding group choose to participate in two bids, each bid must be a physically separate document, clearly marked as a separate

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bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid must be complete.

- (iii) For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
- (A) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (B) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - (C) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (D) 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.

3.2 Section I: Technical Bid

- (a) In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should describe their approach in a thorough, concise and clear manner for carrying out the work. Simply repeating the statements contained in the bid solicitation is not sufficient. Canada requests that bidders address each of the sections and subsections in the Statement of Work. To avoid duplication, bidders may refer to different sections of their bid response 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:** Bidders must include the **Bid Submission Form (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, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. It also provides a common form in which Bidders confirm that all the information provided in the bid is complete, true and accurate, agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract. 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) **Completed Reference Forms (Forms 2 and 3)** as described in Part 4 of the RFP;
 - (iii) **Completed Certification Forms (Form 4 and 5)** as described in Part 4 of the RFP with substantiating documentation; and
 - (iv) **Security and Financial Requirements:** required by Part 6 of the bid solicitation.

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3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the pricing tables detailed in Attachment 3.1: Pricing Tables. The total amount of Goods and Services Tax or Harmonized Sales Tax are extra and are not to be included in the pricing provided (if applicable, FOB destination, Canadian customs duties and excise taxes included.) Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the Pricing Tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- (d) **Exchange Rate Fluctuation:** The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5, within Form 1, as part of their Technical Bid.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of SSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is requested by the bidder, the Contracting Authority may grant an extension at his or her sole discretion.

4.2 Technical Evaluation

For the Mandatory and Point-Rated Technical Criteria below, where References are required, GC clients can be used as References. Canada will use the same process for verifying Reference information from GC References as for private sector or other public sector references used by the Bidder. Canada will not be responsible for obtaining the required Reference information from any GC client used as a Reference.

Bidders may provide multiple References from the same client if they relate to projects that are distinct. For example, if the Bidder provided services to Client X on Projects A and B, then the Bidder could provide Client X as a reference for each of Project A and Project B.

Bidders may provide different References for each Mandatory or Point-Rated Technical Criteria. For example, if the Bidder provided services to Client X on Project A that validates M-001 and M-002 and Client Y on Project C that validates M-003, then the Bidder could provide one reference for M-001 and M-002 with Project A and one reference for M-003 with Project C.

(a) Mandatory Technical Criteria

- (i) Bids will be reviewed to determine whether they meet the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (ii) Bidders must provide References for each of the following Mandatory Technical Criteria:

Reference No.	Mandatory Technical Criteria	Met/Not Met
M-001	The Bidder must have developed, implemented and operated managed security solutions, for 5 distinct clients, including at minimum 2 Canadian federal or provincial public sector clients including a maximum of one affiliated	

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	<p>company, over a period of at least 36 continuous months in the last 5 years leading up to the response closing date where the solutions, as implemented for each client, met or exceeded all of the following:</p> <ul style="list-style-type: none"> (a) included multi-site installations with at least 10 Service Delivery Points (SDP); (b) included the following security services: <ul style="list-style-type: none"> (i) Firewall; (ii) Content Filtering; (iii) Antivirus; (iv) Antispam; and (v) Intrusion Detection & Prevention; (c) supported a minimum of 10,000 users (a person that receives or sends information that transit through 1 or more of the security services identified in paragraph (b) above). <p>(A Reference must be provided from each of the five distinct clients in order for the bidder to be declared responsive.)</p>	
M-002	<p>The Bidder must have provided a Managed Service to an organization for a period of at least 24 continuous months in the last 5 years leading up to the response closing date, where the Managed Service, as implemented, included all of the following:</p> <ul style="list-style-type: none"> (a) Security Incidents response and containment; (b) Incident Management; (c) Change Management; and (d) Configuration Management. 	
M-003	<p>The Bidder must have provided a bilingual (French and English) Service Desk(s) to an organization for a period of at least 24 continuous months in the last 5 years where the Service Desk(s), as implemented, operated 24 hours per day, 7 days per week, 365 days per year (24x7x365).</p>	
M-004	<p>The Bidder must have operated and managed a Information Security Operations Center over a period of at least 5 continuous years leading up to the response closing date, that meets all of the following, and that is included in the bid for GCMSS:</p> <ul style="list-style-type: none"> (a) certified BS7799 or ISO27001; and (b) certification audited annually by an accredited third party. 	

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M-005	The Bidder must be a Canadian corporation and the ownership of the Bidder's corporation must be 100% Canadian. The Bidder must not be subject to any foreign laws and it must operate at arm's length from any entity with foreign ownership. This requirement applies to any sub-contractor of the Bidder.	

- (iii) Bidders must submit the GCMSS Reference Project Verification Form for Mandatory Technical Criteria M-001, M-002 and M-003 (Form 2) as part of their response and have their primary and backup contacts sign the form. Bidders must include for each Reference, in 1000 words or less, an overview of how the project met the specific mandatory criteria being claimed. Any information provided may be verified by Canada should Canada perform any reference validation checks.
 - (iv) If bidders need to use multiple References, then bidders must submit additional signed forms as part of their response. For example, if Reference A is used for M-001, and Reference B is used for M-002, they must be submitted on 2 separate GCMSS Reference Project Verification Forms (Form 2).
 - (v) Canada reserves the right to contact the primary contact and, where applicable, the backup contact, in order to validate that the information on the signed Form 2 is accurate.
 - (vi) If bidders cannot obtain signatures, an email attestation will be accepted. The email attestation must accompany the completed form(s) as an attachment and must include some text that is similar to the following statement in the email itself "As a Reference for the firm identified in the attachment, by providing this email, I confirm that I am a representative of the Client Organization identified in the attached and that I have read and understood the Mandatory Technical Criteria described in the attached page(s)."
 - (vii) If Form 2 is incomplete or is not submitted with the bid, the Contracting Authority will have the right to ask the Bidder to provide a completed Form 2 within 5 Federal Government Working Days (FGWDs) to meet the requirement. Failure to comply with the request of the Contracting Authority and to meet the requirement within 5 FGWDs will render the bid non-responsive.
 - (viii) Bidders must submit the GCMSS Certification Form for Mandatory Technical Criteria M-004 and M-005 (Form 5) as part of their response and have their representative sign the form. To meet the requirement, the Bidder must substantiate their claim that they fulfill the mandatory criterion M-004 by providing a copy of their BS7799 or ISO 27001 certificate(s) clearly showing the date it was originally issued to the Bidder and a copy of third party audit assessments clearly showing that the certification is continuously maintained since the date it was originally issued to the Bidder. To meet the requirement, the Bidder must substantiate their claim that they fulfill the mandatory criterion M-005 by providing a copy of the legal documents about their company and its shareholders and, the bidder must do the same for each subcontractor.
- (b) **Point-Rated Technical Criteria**
- (i) Bids that meet all the Mandatory Technical Criteria will then be evaluated and scored under the Point-Rated Technical Criteria (R-001, R-002, R-003, R-004, R-005, and R006).
 - (ii) Bidders should submit the GCMSS Reference Project Verification Form for Point-Rated Technical Criteria R-001, R-002, R-003, R-004, and R-006 (Form 3) as part of their response and have their primary and backup contacts sign the form. If bidders need to use multiple References, then bidders must submit additional signed forms as part of their response. Bidders must include for each Reference, in 1000 words or less, an overview of how the project met the specific point-rated criteria being claimed. Any

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information provided may be verified by Canada should Canada perform any reference validation checks.

- (iii) Canada reserves the right to contact the primary contact and, where applicable, the backup contact, in order to validate that the information on the signed Form 3 is accurate.
- (iv) Unless indicated otherwise, for Point-Rated Technical Criteria R-001, R-002, R-003, R-004 and R-006, Bidders are to provide up to two References, where each Reference must be provided from a different project for the same Point-Rated Technical Criteria to receive full points.
- (v) If bidders cannot obtain signatures, an email attestation will be accepted. The email attestation must accompany the completed form(s) as an attachment and must include some text that is similar to the following statement in the email itself "As a Reference for the firm identified in the attachment, by providing this email, I confirm that I am a representative of the Client Organization identified in the attached and that I have read and understood the Point-Rated Technical Criteria described in the attached page(s)."
- (vi) Bidders should submit the GCMSS Certification Form for Point-Rated Technical Criterion R-005 (Form 4) as part of their response and have their representative sign the form. In order to receive points for this Point-Rated Technical Criterion, the Bidder must substantiate their claim that they fulfill this criterion by providing publicly accessible information describing their solution in the form of marketing brochures, web URLs, documentation etc.
- (vii) Each bid will be rated by assigning a score to the Point-Rated Technical Criteria, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit appropriate supporting documentation with all the information requested by this bid solicitation will be rated accordingly.
- (viii) The Technical Merit of a bid = sum of the score for each Point-Rated Technical Criteria for the bid.
- (ix) The maximum Technical Merit that can be allocated for the Point-Rated Technical Criteria is 75 points.
- (x) The Point-Rated Technical Criteria are as follows:

Reference No.	Point-Rated Technical Criteria	Point Allocation
R-001	<p>Bidders should provide References (not using the Reference provided in M-001) that verify that the Bidder has developed and implemented managed security solutions in the last 5 years.</p> <p>(Each Reference must be provided from a different project to receive full points.)</p>	<p>10 points for the Bidder with 2 References where the contacts verify the claims made by the Bidder.</p> <p>5 points for the Bidder with 1 Reference where the contacts verify the claims made by the Bidder.</p> <p>0 points for the Bidder with 0 References where the contacts verify the claims made by the Bidder.</p>

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Reference No.	Point-Rated Technical Criteria	Point Allocation
R-002	<p>Bidders should provide References (not using the Reference provided in M-002) that verify that the Bidder has developed and implemented a Managed Service that included: Incident Management, Change Management and Configuration Management in the last 5 years.</p> <p>(Each Reference must be provided from a different project to receive full points.)</p>	<p>10 points for the Bidder with 2 References where the contacts verify the claims made by the Bidder.</p> <p>5 points for the Bidder with 1 Reference where the contacts verify the claims made by the Bidder.</p> <p>0 points for the Bidder with 0 References where the contacts verify the claims made by the Bidder.</p>
R-003	<p>Bidders should provide References (not using the Reference provided in M-003) that verify that the Bidder has developed and implemented a bilingual (French and English) Service Desk that is operated 24 hours per day, 7 days per week, 24 hours per day, 365 days per year (24x7x365) in the last 5 years.</p> <p>(Each Reference must be provided from a different project to receive full points.)</p>	<p>10 points for the Bidder with 2 References where the contacts verify the claims made by the Bidder.</p> <p>5 points for the Bidder with 1 Reference where the contacts verifies the claims made by the Bidder.</p> <p>0 points for the Bidder with 0 References where the contacts verify the claims made by the Bidder.</p>
R-004	<p>Bidders should provide References that verify that the Bidder has developed and implemented a Security Information and Event Management (SIEM) service in the last 5 years where the Managed Service, as implemented, included all of the following:</p> <ul style="list-style-type: none"> (a) analysis, definition and maintenance of use cases; (b) implementation for a client with a minimum of 5,000 users; (c) processing of log events from a minimum of 10 concurrent sources. <p>(Each Reference must be provided from a different project to receive full points.)</p>	<p>15 points for the Bidder with 3 References where the contacts verify the claims made by the Bidder.</p> <p>10 points for the Bidder with 2 References where the contacts verify the claims made by the Bidder.</p> <p>5 points for the Bidder with 1 Reference where the contacts verifies the claims made by the Bidder.</p> <p>0 points for the Bidder with 0 References where the contacts verify the claims made by the Bidder.</p>

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Reference No.	Point-Rated Technical Criteria	Point Allocation
R-005	The Bidder's Security Information and Event Management (SIEM) service should include pre-loaded normal behaviors rules/policies.	<p>15 points for a SIEM solution with over 500 pre-loaded normal behaviors rules/policies.</p> <p>10 points for a SIEM solution with between 200 and 500 pre-loaded normal behaviors rules/policies.</p> <p>5 point for a SIEM solution with between 50 and 199 pre-loaded normal behaviors rules/policies.</p> <p>0 points for a SIEM solution with less than 50 pre-loaded normal behaviors rules/policies.</p>
R-006	<p>Bidders should provide References that verify that the Bidder has developed and implemented a Data Loss Prevention service in the last 5 years where the Managed Service, as implemented, included all of the following:</p> <p>(d) analysis, definition and maintenance of data loss policies;</p> <p>(e) implementation for a client with a minimum of 2,000 users.</p> <p>(Each Reference must be provided from a different project to receive full points.)</p>	<p>15 points for the Bidder with 3 References where the contacts verify the claims made by the Bidder.</p> <p>10 points for the Bidder with 2 References where the contacts verify the claims made by the Bidder.</p> <p>5 points for the Bidder with 1 Reference where the contacts verify the claims made by the Bidder.</p> <p>0 points for the Bidder with 0 References where the contacts verify the claims made by the Bidder.</p>

(c) **Reference Checks**

- (i) Canada reserves the right to contact the organizations referenced by the Bidder in its bid to verify the accuracy of information provided for each project in the References.
- (ii) Canada will conduct any reference validation checks in writing by email or by phone. For each reference validation check, Canada will send an email to the primary contact and/or backup contact for the reference provided by the Bidder. Canada reserves the right to contact references verbally.
- (iii) For the reference information to be validated, Canada must receive the response within 5 FGWDs after sending out the email. On the third FGWD after sending out the email(s), if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 FGWDs of the initial request. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. Where Canada does not receive confirmation from either the primary contact or backup contact for the reference for the Mandatory Technical Criteria,

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the Bidder will be deemed non-responsive. Where Canada does not receive confirmation from one of either the primary contact or backup contact for the reference for the Point-Rated Technical Criteria, the Bidder will receive 0 points for that reference.

- (iv) For point-rated criteria, points will not be allocated if the reference customer is not a customer of the Bidder itself (for example, the customer cannot be the customer of an Affiliate of the Bidder). For mandatory criteria, if the reference customer is not a customer of the Bidder itself, the Bidder will be deemed non-responsive. Bidders may include references from customers who are affiliates of the Bidder, subject to the restrictions set out in each criterion. (For the purposes of this solicitation, an Affiliate will include any entity which does not operate at arm's length from the Bidder, including a parent or a branch, division or subsidiary of the Bidder).
- (v) If during reference validation by Canada it becomes apparent that the address, telephone number, or email address for any of the references is incorrect or missing, the Bidder will be permitted to provide the correct contact address, telephone number, or email address. If the named individual for the primary contact for the reference is unavailable because they are on leave which has been approved by their management or no longer working for that organization, Canada will contact the backup contact for the reference from the same client organization.
- (vi) The Bidder will not be permitted to submit an alternate client organization as a reference after the closing date.

4.3 Financial Evaluation

- (a) The financial evaluation will be conducted by calculating the Evaluated Bid Score using the pricing tables in Attachment 3.1: Pricing Tables, completed by the bidders, as follows:

The result of all formulas in this section will be rounded at 2 decimals. Therefore, if the third decimal of the result is greater or equal to 5, the second decimal is incremented by 1 and all digits that are on the right hand side of the second decimal will become 0. If the third decimal of the result is less than 5, all digits that are on the right hand side of the second decimal will become 0.

Step 1:

- (i) Bidder's Evaluated Score for Table A = sum of Weighted Evaluated Score for all rows in Table A

- (A) For each row in Table A, Weighted Evaluated Score =
Location Weight¹ x Tier Weight² x (Initial Contract Period Price + Option Year 1 Price + Option Year 2 Price)

Location and tier weights for Table A are in the following table:

Location of Canada SDP	Location Weight ¹	Total number of SDPs (from-to)	Tier Weight ²
Canada NCR	90%	1-19	30%
		20-34	50%
		35-49	15%
		50+	5%
Canada excluding NCR	10%	N/A	100%

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(ii) Bidder's Evaluated Score for Table B = sum of Weighted Evaluated Score for all rows in Table B

(A) For each row in Table B, Weighted Evaluated Score =

Availability Weight³ x Wire Speed⁴ Weight x Tier Weight⁵ x (Initial Contract Period Price + Option Year 1 Price + Option Year 2 Price)

Availability, wire speed and tier weights for Table B are in the following table:

Availability	Availability Weight ³	Wire Speed	Wire Speed Weight ⁴	TMCs purchased to date (from-to)	Tier Weight ⁵
SL-MSOT1 Availability of 99.5%	80%	50MB/sec	20%	1-4	40%
				5-9	40%
				10-14	10%
				15+	10%
		250MB/sec	40%	1-4	10%
				5-9	10%
				10-14	30%
				15-19	30%
				20-24	10%
				25-29	5%
				30+	5%
		1GB/sec	40%	1-4	40%
				5-9	40%
				10-14	10%
				15+	10%
SL-MSOT2 Availability of 99.9%	20%	50MB/sec	10%	N/A	100%
		250MB/sec	40%	N/A	100%
		1GB/sec	40%	N/A	100%
		10GB/sec	10%	N/A	100%

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(iii) Bidder's Evaluated Score for Table C = sum of Weighted Evaluated Score for all rows in Table C

(A) For each row in Table C, Weighted Evaluated Score =

Availability Weight⁶ x Transactions Per Second Weight⁷ x Tier Weight⁸ x (Initial Contract Period Price + Option Year 1 Price + Option Year 2 Price)

Availability, transactions per second and tier weights for Table C are in the following table:

Availability	Availability Weight ⁶	Transactions per second	Transactions per second Weight ⁷	SIEMs purchased to date (from-to)	Tier Weight ⁸
SL-MSOT1 Availability of 99.5%	80%	1,000	20%	1-4	90%
				5+	10%
		5,000	40%	1-4	90%
				5+	10%
		15,000	40%	1-4	90%
				5+	10%
SL-MSOT2 Availability of 99.9%	20%	1,000	10%	N/A	100%
		5,000	40%	N/A	100%
		15,000	40%	N/A	100%
		100,000	10%	N/A	100%

(iv) Bidder's Evaluated Score for Table D = sum of Weighted Evaluated Score for all rows in Table D

(A) For each row in Table D, Weighted Evaluated Score =

Availability Weight⁹ x Threat Management Service Weight¹⁰ x (Initial Contract Period Price + Option Year 1 Price + Option Year 2 Price)

Availability and threat management service weights for Table D are in the following table:

Availability	Availability Weight ⁹	Threat Management Service	Threat Management Service Weight ¹⁰
SL-MSOT1 Availability of 99.5%	80%	Firewall	25%
		Intrusion Detection & Prevention	20%
		Content Filtering	10%
		Antivirus	20%
		Antispam	20%
		Data Loss Prevention	5%
SL-MSOT2 Availability of 99.9%	20%	Firewall	25%
		Intrusion Detection & Prevention	20%
		Content Filtering	10%
		Antivirus	20%
		Antispam	20%
		Data Loss Prevention	5%

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- (v) Bidder's Evaluated Score for Table E = sum of all cells in Table E
- (vi) Bidder's Evaluated Score for Table F = sum of Weighted Evaluated Score for all rows in Table F
- (A) For each row in Table F, Weighted Evaluated Score =
Location Weight¹¹ x (Initial Contract Period Price + Option Year 1 Price + Option Year 2 Price)

Location weights for Table F are in the following table:

Location	Location Weight ¹¹
Canada NCR	90%
Canada excluding NCR	10%

- (vii) Bidder's Evaluated Score for Table G = sum of Weighted Evaluated Score for all rows in Table G
- (A) For each row in Table G, Weighted Evaluated Score =
Location Weight¹² x (Initial Contract Period Price + Option Year 1 Price + Option Year 2 Price)

Location weights for Table G are in the following table:

Location	Location Weight ¹²
Canada NCR	90%
Canada excluding NCR	10%

- (viii) Table H is not evaluated
- (ix) Table I is not evaluated

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Step 2:

For evaluation purposes only, Canada will substitute a value of \$0.01 where the Bidder's Evaluated Score for a Table is less than \$0.01. The \$0.01 value will also be utilized in the calculation of the Lowest Evaluated Score for that Table.

- (i) Ranked Evaluated Score for Table A = (Lowest Evaluated Score for Table A) / (Bidder's Evaluated Score for Table A) x 100
 - (A) Where Lowest Evaluated Score for Table A is the lowest value for Evaluated Score for Table A from all bids
- (ii) Ranked Evaluated Score for Table B = (Lowest Evaluated Score for Table B / Bidder's Evaluated Score for Table B) x 100
 - (A) Where Lowest Evaluated Score for Table B is the lowest value for Evaluated Score for Table B from all bids
- (iii) Ranked Evaluated Score for Table C = (Lowest Evaluated Score for Table C / Bidder's Evaluated Score for Table C) x 100
 - (A) Where Lowest Evaluated Score for Table C is the lowest value for Evaluated Score for Table C from all bids
- (iv) Ranked Evaluated Score for Table D = (Lowest Evaluated Score for Table D / Bidder's Evaluated Score for Table D) x 100
 - (A) Where Lowest Evaluated Score for Table D is the lowest value for Evaluated Score for Table D from all bids
- (v) Ranked Evaluated Score for Table E = (Lowest Evaluated Score for Table E / Bidder's Evaluated Score for Table E) x 100
 - (A) Where Lowest Evaluated Score for Table E is the lowest value for Evaluated Score for Table E from all bids
- (vi) Ranked Evaluated Score for Table F = (Lowest Evaluated Score for Table F / Bidder's Evaluated Score for Table F) x 100
 - (A) Where Lowest Evaluated Score for Table F is the lowest value for Evaluated Score for Table F from all bids
- (vii) Ranked Evaluated Score for Table G = (Lowest Evaluated Score for Table G / Bidder's Evaluated Score for Table G) x 100
 - (A) Where Lowest Evaluated Score for Table G is the lowest value for Evaluated Score for Table G from all bids

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Step 3:

- (i) The Weighted Evaluated Score for a Table is calculated as: Weight x Ranked Evaluated Score for a Table.
- (ii) The Evaluated Bid Score is the sum of the Weighted Evaluated Scores for all Evaluated Tables.

Evaluated Table	Weight (1)	Ranked Evaluated Score (2)	Weighted Evaluated Score (1x2)
Table A	20%	_____	_____
Table B	30%	_____	_____
Table C	5%	_____	_____
Table D	30%	_____	_____
Table E	5%	_____	_____
Table F	5%	_____	_____
Table G	5%	_____	_____
Evaluated Bid Score			=====

4.4 Total Score of a Bid

- (a) The top-ranked responsive bid will be the bid which offers the highest Total Score which is calculated for each bid as follows:

The result of all formulas in this section will be rounded at 2 decimals. Therefore, if the third decimal of the result is greater or equal to 5, the second decimal is incremented by 1 and all digits that are on the right hand side of the second decimal will become 0. If the third decimal of the result is less than 5, all digits that are on the right hand side of the second decimal will become 0.

Total Score of bid = Technical Score of bid + Financial Score of bid, where:

Technical Score of bid = (Technical Merit of bid / 75) x 100 x 20%

Financial Score of bid = Evaluated Bid Price x 80%

4.5 Basis of Selection

- (a) To be declared responsive, a bid must:
 - (i) comply with all the terms and conditions of the bid solicitation; and
 - (ii) meet all mandatory evaluation criteria.
- (b) The responsive bid with the highest Total Score will be recommended for award of a contract.
- (c) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (d) If more than one bid is ranked first because of identical Total Scores, then the bid with the highest Technical Score will be recommended for award of a contract.

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PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

5.2 Federal Contractors Program - Certification

- (a) The Federal Contractors Program for Employment Equity (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.
- (b) Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contract Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to fewer than 100 employees. Any bids from ineligible contractors will be declared non-responsive.
- (c) If the Bidder does not fall within the exceptions enumerated in (d)(i) or (ii) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- (d) Each bidder is requested to indicate in its bid whether it is:
 - (i) not subject to FCP, having a workforce of fewer than 100 permanent full or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
 - (ii) not subject to FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
 - (iii) subject to the requirements of FCP, because it has a workforce of 100 or more permanent full or part-time permanent employees, or temporary employees having

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worked 12 weeks or more in Canada, but it has not previously obtained a certificate number from HRSD (because it has not bid before on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is required from the Bidder; or

- (iv) subject to FCP, and has a valid certification number (i.e., has not been declared an ineligible contractor by HRSDC).
- (e) Further information on the FCP is available on the following HRSDC Website:
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>.

5.3 Former Public Servant Certification

- (a) Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.
- (b) For the purposes of this clause,
 - (i) **"former public servant"** means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
 - (A) an individual;
 - (B) an individual who has incorporated;
 - (C) a partnership made of former public servants; or
 - (D) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
 - (ii) **"lump sum payment period"** means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
 - (iii) **"pension"** means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S. 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canadian Pension Plan Act*, R.S., 1985, c. C-8.
- (c) If the Bidder is an FPS in receipt of a pension as defined above, the Bidder must provide the following information:
 - (i) name of former public servant; and
 - (ii) date of termination of employment or retirement from the Public Service.

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- (d) If the Bidder is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Bidder must provide the following information:
- (i) name of former public servant;
 - (ii) conditions of the lump sum payment incentive;
 - (iii) date of termination of employment;
 - (iv) amount of lump sum payment;
 - (v) rate of pay on which lump sum payment is based;
 - (vi) period of lump sum payment including start date, end date and number of weeks; and
 - (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- (e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- (f) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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PART 6 - SECURITY AND FINANCIAL REQUIREMENTS

6.1 Security Requirement

- (a) Before award of a contract, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (b) Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
- (c) For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document on the Departmental Standard Procurement Documents Website.
(<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>)
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

6.2 Financial Capability

- (a) SACC Manual clause A9033T (2010-08-16) Financial Capability; except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) *In the case of a joint venture, each member of the joint venture must meet the Financial Capability requirements.*
- (c) **Note to Bidders:** *This financial information is only to be submitted following explicit written request by the Contracting Authority; it is however, mandatory on request.*

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PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (the “**Contractor**”) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract.
- (b) **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, or revisions to the mandate or obligations 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.
- (c) **Client:** Under the Contract, the “**Client**” is Shared Services Canada (“SSC”) for itself and its clients. The SSC clients are currently defined within the Order in Council P.C. 2011-1297. Any statutes, regulations or order in councils which may come into force during the contract period and which may affect who are the clients of SSC under this contract will be applied and the SSC clients under this Contract will be changed accordingly.
- (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.

7.2 Task Authorization

- (a) **Purpose of TA:** Services to be provided under the Contract, on an as-and-when-requested basis will be ordered by Canada using a Task Authorization (TA).
- (b) **Process of Issuing a TA:** If a requirement for a specific task is identified, a draft “statement of task” will be prepared by the Technical Authority and sent to the Contractor. Once it receives the statement of task, the Contractor must submit a quotation to the authority identified in the TA detailing the cost and time to complete the task. The Contractor's quotation must be based on the rates set out in the Contract, specified in Annex B: Basis of Payment. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the TA. The Contractor must provide any information requested by Canada in relation to the preparation of a TA within 10 working days of the request.
- (c) **Approval Process:** If Canada approves the Contractor's task quotation, Canada (by its authorized representative, as described in this Article) will issue the TA by forwarding a signed copy of the final TA form to the Contractor. Whether or not to approve or issue a TA is entirely within Canada's discretion.
- (d) **Authority to Issue a TA:** All Task Authorizations will be issued by the SSC Contracting Authority.
- (e) **Contents of a TA:** A Task Authorization must contain the following information, if applicable:
 - (i) a task number;
 - (ii) the details of any financial coding to be used;
 - (iii) the number of resources in each category required;
 - (iv) a brief statement of work for the task outlining the activities to be performed and identifying any deliverables;

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- (v) the interval during which the task is to be carried out (beginning and end dates);
 - (vi) milestone dates for deliverables and payments (if applicable);
 - (vii) the number of person-days of effort required (if applicable);
 - (viii) the specific work location;
 - (ix) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA 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); and
 - (x) any other constraints that might affect the completion of the task.
- (f) **Charges for Work under a TA:** The Contractor must not charge Canada anything more than the price set out in the Task Authorization unless Canada has issued a TA amendment authorizing the increased expenditure. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before being incorporated into the Work.
- (g) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all Task Authorizations issued and approved by the Contracting Authority to date, to document the Work performed under those TAs for administrative purposes.

7.3 Standard Clauses and Conditions

- (a) All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) All Reference to the Minister of Public Works and Government Services or to the Department of Public Works and Government Services contained within the General Conditions or Supplementary General Conditions shall be interpreted as a reference to the Minister of Shared Services Canada.
- (c) **General Conditions**

The following General Conditions:

- (i) 2035 (2011-05-16), General Conditions - Higher Complexity - Services
- (ii) Section 6, Subsection 2 of General Conditions - Higher Complexity - Services 2035 is amended as follows:

Delete:

The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:

- (A) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
- (B) subcontract any portion of the Work as is customary in the carrying out of similar contracts; and
- (C) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).

Insert:

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The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:

- (A) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business; and
- (B) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraph (a).

apply to and form part of the Contract.

(d) **Supplemental General Conditions**

The following Supplemental General Conditions:

- (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
- (ii) 4004 Maintenance and Support Services for Licensed Software (2010-08-16)

apply to and form part of the Contract.

7.4 **Personal Information**

- (a) Interpretation
- (b) Ownership of Personal Information and Records
- (c) Use of Personal Information
- (d) Collection and Disclosure of Personal Information
- (e) Maintaining the Accuracy, Privacy and Integrity of Personal Information
- (f) Privacy Management Plan
- (g) Safeguarding Personal Information
- (h) Protection and Security of Data Stored in Databases
- (i) Appointment of Privacy Officer
- (j) Quarterly Reporting Obligations
- (k) Threat and Risk Assessment
- (l) Audit
- (m) Statutory Obligations
- (n) Access Requests under the Access to Information Act and Privacy Act
- (o) Disposing of Records and Returning Records to Canada
- (p) Legal Requirement to Disclose Personal Information
- (q) Complaints
- (r) Exception

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(a) **Interpretation**

- (i) In the Contract, unless the context otherwise requires,
 - (A) "General Conditions" means the general conditions that form part of the Contract;
 - (B) "Personal Information" means information about an individual, including the types of information specifically described in the *Privacy Act*, R.S. 1985, c. P-21;
 - (C) "Record" means any hard copy document or any data in a machine-readable format containing Personal Information;
 - (D) "User" means a user of the GCMSS.
- (ii) Words and expressions defined in the General Conditions and used in these personal information provisions have the meanings given to them in the General Conditions.
- (iii) If there is any inconsistency between the General Conditions and these personal information provisions, the applicable provisions of these personal information provisions prevail.

(b) **Ownership of Personal Information and Records**

- (i) To perform the Work, the Contractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor acknowledges that it has no rights in the Personal Information or the Records and that Canada owns the Records. On request, the Contractor must make all the Personal Information and Records available to Canada immediately in a format acceptable to Canada.
- (ii) In the course of this Contract, the Contractor will be responsible for the Personal Information that it has collected or generated on behalf of Canada.

(c) **Use of Personal Information**

- (i) The Contractor agrees to create, send, collect, receive, manage, access, use, retain, and dispose of the Personal Information and the Records only to perform the Work in accordance with the Contract.
- (ii) The Contractor must not use techniques such as, but not limited to, inter-linking, cross-referencing, data mining, or data matching from multiple sources on the Personal Information collected in relation to the Work, unless otherwise authorized by Canada in writing.

(d) **Collection and Disclosure of Personal Information**

- (i) If the Contractor must collect Personal Information from a third party to perform the Work, the Contractor must only collect Personal Information that is required to perform the Work. The Contractor must collect the Personal Information from the individual to whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:
 - (A) that the Personal Information is being collected on behalf of, and will be provided to, Canada;
 - (B) the ways the Personal Information will be used;
 - (C) that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
 - (D) the consequences, if any, of refusing to provide the information;
 - (E) that the individual has a right to access and correct his or her own Personal Information; and

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- (F) that the Personal Information will form part of a specific personal information bank (within the meaning of the *Privacy Act*), and also provide the individual with information about which government institution controls that personal information bank, if the Contracting Authority has provided this information to the Contractor.
- (ii) The Contractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Canada.
- (iii) If requested by the Contracting Authority, the Contractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The Contractor must not begin using a form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.
- (iv) At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor must ask the Contracting Authority for instructions.
- (v) The Contractor is prohibited from disclosing or transferring any Personal Information except as necessary for the purposes of fulfilling its obligations under this Contract or unless otherwise directed to do so in writing by the Contracting Authority.
- (vi) If the Contractor receives any request for disclosure of Personal Information for a purpose not authorized under the Contract, or if it becomes aware that disclosure may be required by law, the Contractor must immediately notify the Contract Authority about the request or demand for disclosure and must not disclose the Personal Information unless otherwise directed to do so in writing by the Contracting Authority.
- (e) **Maintaining the Accuracy, Privacy and Integrity of Personal Information**
- (i) The Contractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Contractor must protect the privacy and integrity of the Personal Information. To do so, at a minimum, the Contractor must:
- (A) not use any personal identifiers (e.g., social insurance number) to link multiple databases containing Personal Information;
- (B) segregate all Records from the Contractor's own information and records;
- (C) restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
- (D) provide training to anyone to whom the Contractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The Contractor must provide this training before giving an individual access to any Personal Information and the Contractor must keep a record of the training and make it available to the Contracting Authority if requested;
- (E) if requested by the Contracting Authority, before providing anyone with access to the Personal Information, require anyone to whom the Contractor provides access to the Personal Information to acknowledge in writing (in a form approved by the Contracting Authority) their responsibilities to maintain the privacy and confidentiality of the Personal Information;
- (F) keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Canada on behalf of an individual);

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- (G) include a notation on any Record(s) that an individual has requested be corrected if the Contractor has decided not to make the correction for any reason. Whenever this occurs, the Contractor must immediately advise the Contracting Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it. If directed by the Contracting Authority to make the correction, the Contractor must do so;
- (H) keep a record of the date and source of the last update to each Record;
- (I) maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and Canada at any time; and must contain the date, time and source of all updates to each Record; and
- (J) secure and control access to any hard copy Records including maintaining a record of any modifications or updates made to hard copy Records.

(f) **Privacy Management Plan (PMP)**

- (i) Within 60 calendar days of the Contract being awarded, the Contractor must provide to the Contracting Authority a complete **Privacy Management Plan (PMP)** of the service for the duration of the Contract, according to the plan set out in the established Operational Readiness Plan (ORP).

Within 30 calendar days following a request by the Contracting Authority, the Contractor must provide the Project Authority with an update to its Privacy Management Plan.

The PMP demonstrates that the Contractor can meet the requirements of the Contract and provide assurance of their ability to manage Personal Information and Records in accordance with the statutory obligations.

The PMP must specifically describe the following items:

- (A) Contractor's privacy protection strategies and detail exactly how the Personal Information will be treated over its life cycle;
 - (B) how the Personal Information will be collected, used, retained, and disclosed only for the purposes of the Work specified in the Contract;
 - (C) how the Personal Information and Records will be accessible only to authorized individuals (on a need-to-know basis) for the purposes of the Work specified in the Contract;
 - (D) the privacy breach protocol, and provide details on how any privacy breaches will be handled;
 - (E) how the Contractor intends to ensure that Canadian Privacy requirements, as outlined in the relevant legislation, will be met throughout the performance of the Work and for the duration of the Contract;
 - (F) any new measures the Contractor intends to implement in order to safeguard the Personal Information and the Records in accordance with their security classification;
 - (G) how the Contractor intends to ensure that any reports containing Personal Information are securely stored or transmitted in accordance with their security classification; and
 - (H) the PMP must describe how the Contractor intends to ensure that their staff is trained on Privacy and privacy related principals.
- (ii) The PMP will identify the requirements for a Privacy Impact Assessment.

The Contractor must provide a **Privacy Impact assessment** (PIA) in accordance with the TBS Directive on PIA's <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=18308§ion=text#cha1> by providing the following information at Canada's request:

- (A) business processes, data flows and procedures for the collection, transmission, processing, storage, disposal and access to Personal Information;
 - (B) a list of the Personal Information used by the Contractor in connection with the Work and the purpose of each Personal Information item;
 - (C) how the Personal Information is shared and with whom;
 - (D) a list of all locations where hard copies of Personal Information are stored;
 - (E) a list of all locations where Personal Information in machine-readable format is stored (for example, the location where any server housing a database including any Personal Information is located), including back-ups;
 - (F) a list of all measures being taken by the Contractor to secure the Personal Information and the Records;
 - (G) any privacy-specific security requirements or recommendations that need to be addressed;
 - (H) a detailed explanation of any potential or actual threats to the Personal Information or any Record, together with an assessment of the risks created by these threats and the adequacy of existing safeguards to prevent these risks; and
 - (I) results of consultations (if any) from a PIA review by the Office of the Privacy Commissioner of Canada (OPCC) with signoff by OPCC.
- (iii) The Contractor must implement recommendations which result from the review process for the PIA within the committed timelines provided.
- (iv) If changes to the service are anticipated that affect the use, collection, processing, transmission, storage or disposal of Personal Information, or at any time if requested by the Contracting Authority, the Contractor must provide the Contracting Authority with sufficient detail to support an update to the PIA, and obtain approval from the Contracting Authority for the anticipated change.
- (g) **Safeguarding Personal Information**
- (i) The Contractor must safeguard the Personal Information at all times by taking all administrative, physical and technical security measures that are necessary to secure and protect its integrity and confidentiality. Such measures must be approved by Canada. To do so, at a minimum, the Contractor must:
 - (A) store the Personal Information electronically and implement adequate access controls for access to the system or database in which the Personal Information is stored in accordance with Appendix A to Annex A, Security Requirements;
 - (B) restrict access to the Personal Information and the Records by ensuring that passwords or other access controls are provided only to individuals who require access to the Personal Information in order to perform the Work;
 - (C) ensure that employees who have access to the system have been granted the appropriate security clearance as specified by Canada in accordance with the SRCL;
 - (D) not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Contracting Authority has first consented in writing;
 - (E) safeguard any database or computer system on which the Personal Information is stored from external access using methods that are approved by Canada in order to protect highly secure or sensitive information;

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- (F) maintain a secure back-up copy of all Records, updated at least weekly;
 - (G) safeguard the Personal Information transmitted, processed, or stored by the Contractor in a manner appropriate for the sensitivity of the Personal Information;
 - (H) restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
 - (I) implement any reasonable security or protection measures requested by Canada from time to time; and
 - (J) notify the Contracting Authority immediately of any security breaches; for example, any time an unauthorized individual accesses any Personal Information.
- (ii) The Contractor's obligations to protect Personal Information shall continue even after the completion or termination of the Contract.
 - (iii) The Contractor must indicate where (physically and geographically) Personal Information data is being stored.
 - (iv) The Contractor must provide a list of all locations where hard copies of Personal Information are stored.
 - (v) The Contractor must provide a list of every person to whom the Contractor has granted access to the Personal Information or the Records.
- (h) **Protection and Security of Data Stored in Databases**
- (i) The Contractor must ensure that all the databases containing any information related to the Work are located in Canada.
 - (ii) The Contractor must control access to all databases on which any data relating to the Contract is stored so that only individuals with the appropriate security clearance are able to access the database, either by using a password or other form of access control (such as biometric controls).
 - (iii) The Contractor must ensure that all data relating to the Contract is processed only in Canada.
 - (iv) The Contractor must ensure that all domestic network traffic (meaning traffic or transmissions initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada.
 - (v) Despite any section of the General Conditions relating to subcontracting, the Contractor must not subcontract (including to an affiliate) any function that involves providing a subcontractor with access to any data relating to the Contract unless the Contracting Authority first consents in writing.
- (i) **Appointment of Privacy Officer**
- The Contractor must appoint someone to be its privacy officer and to act as its representative for all matters related to the Personal Information and the Records. The Contractor must provide that person's name to the Contracting Authority within ten (10) days of the award of the Contract.
- (j) **Quarterly Reporting Obligations**
- Within thirty (30) calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Contracting Authority:
- (A) a description of any new measures taken by the Contractor to protect the Personal Information (for example, new software or access controls being used by the Contractor);

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- (B) a list of any corrections made to Personal Information at the request of an individual (including the name of the individual, the date of the request, and the correction made);
- (C) details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the Contractor; and
- (D) a complete copy (in an electronic format agreed to by the Contracting Authority and the Contractor) of all the Personal Information stored electronically by the Contractor.

(k) **Threat and Risk Assessment**

- (i) Within ninety (90) calendar days of the award of the Contract and, if the Contract lasts longer than one year, within thirty (30) calendar days of each anniversary date of the Contract, the Contractor must submit to the Contracting Authority a threat and risk assessment, which must include:
 - (A) a copy of the current version of any request for consent form or script being used by the Contractor to collect Personal Information;
 - (B) a list of the types of Personal Information used by the Contractor in connection with the Work;
 - (C) a list of all locations where hard copies of Personal Information are stored;
 - (D) a list of all locations where Personal Information in machine-readable format is stored (for example, the location where any server housing a database including any Personal Information is located), including back-ups;
 - (E) a list of every person to whom the Contractor has granted access to the Personal Information or the Records;
 - (F) a list of all measures being taken by the Contractor to protect the Personal Information and the Records;
 - (G) a detailed explanation of any potential or actual threats to the Personal Information or any Record, together with an assessment of the risks created by these threats and the adequacy of existing safeguards to prevent these risks; and
 - (H) an explanation of any new measures the Contractor intends to implement to safeguard the Personal Information and the Records.

(l) **Audit**

- (i) The Contractor must comply with any request by Canada to conduct a privacy audit; such audits will be conducted by Canada or a third party designated by Canada.
- (ii) If requested by the Contracting Authority, the Contractor must provide Canada (or Canada's authorized representative) with access to its premises and to the Personal Information and Records at all reasonable times. If Canada identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense, unless otherwise agreed upon.
- (iii) The Contractor must recognize the authority of the Office of the Privacy Commissioner of Canada (OPCC) to access any Records or Personal Information for the purposes of investigations or audits under applicable privacy legislation.
- (iv) The Contractor must gather and retain logs and other records of transactional activities in a secure manner, which are required for audit purposes, within an agreed upon timeframe.

(m) **Statutory Obligations**

- (i) The Contractor acknowledges that Canada is required to handle the Personal Information and the Records in accordance with the provisions of Canada's *Privacy Act*, *Access to Information Act*, R.S. 1985, c. A-1, and *Library and Archives of Canada Act*, S.C. 2004, c.

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11. The Contractor agrees to comply with any requirement established by the Contracting Authority that is reasonably required to ensure that Canada meets its obligations under these acts and any other legislation in effect from time to time.

- (ii) The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it has under the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Contracting Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes it conflicts.
- (n) **Access Requests under the Access to Information Act and Privacy Act**
 - (i) Canada and the Contractor must establish a mutually agreeable process for dealing with requests for access to Records under the *Access to Information Act* and requests for access to Personal Information under the *Privacy Act*. (Access Requests).
 - (ii) Within 30 days of Contract award, the Contractor must provide to the Contracting Authority a draft plan that describes how the Contractor will handle Access Requests. The Contracting Authority may approve or amend the plan in its sole discretion.
 - (iii) Within this plan, the Contractor must describe how it will acknowledge the receipt of an Access Requests within 24 hours, and how it will provide the requested information within 3 working days.
 - (iv) The Contractor may be granted an extension of up to a maximum of 10 working days to provide the requested information if the Contractor must provide Canada with an extensive amount of information.
 - (v) The plan must describe what the Contractor considers to be an extensive amount of information.
 - (vi) The Contractor must maintain in a secure manner, logs and other records of transactional activities related to processing such Access Requests.
- (o) **Disposing of Records and Returning Records to Canada**
 - (i) The Contractor must not dispose of any Record, except as instructed by the Contracting Authority. On request by the Contracting Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return all Records (including all copies) to the Contracting Authority.
 - (ii) The Contractor must use a Canada approved method for the secure disposal of Personal Information, Records, and assets which contain or were used to store Personal information.
 - (iii) The Contractor must provide written confirmation signed by the Contractor's Privacy Officer within 5 working days, every time the Contractor disposes of Personal Information or Records.
 - (iv) The Contractor must adhere to the retention and disposal schedule, as defined by Canada, which clearly defines the duration of time that the Personal Information will be retained by the Contractor.
- (p) **Legal Requirement to Disclose Personal Information**

Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.

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(q) **Complaints and Breaches**

- (i) Canada and the Contractor each agree to notify the other immediately if a complaint is received under the *Access to Information Act* or the *Privacy Act* or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.
- (ii) The Contractor must create a privacy breach protocol that is approved by Canada as part of their incident management processes for the handling of any privacy related incidents.
- (iii) The Contractor must notify the Contracting Authority immediately of any security breaches; for example, any time an unauthorized individual accesses any Personal Information.

(r) **Exception**

The obligations set out in these supplemental general conditions do not apply to any Personal Information that is already in the public domain, as long as it did not become part of the public domain as a result of any act or omission of the Contractor or any of its subcontractors, agents, or representatives, or any of their employees.

7.5 Inspection and Acceptance of the Work

- (a) The Contractor must execute the Work for Operational Readiness (refer to GCMSS Annex A: SOW, subsection 2.1 Operational Readiness) according to the Operational Readiness Plan (ORP) before submitting the Work defined in the ORP for acceptance by Canada and delivering it to Canada. Once the Contractor has successfully completed the Work defined in the ORP, the Contractor must issue an Operational Readiness Completion Notice (ORCN) to the Technical and Contracting Authorities by email and provide to Canada an ORP acceptance report.
 - (i) The ORCN must state that the Work has been fully inspected and tested in accordance with the approved ORP.
 - (ii) The ORP acceptance report must include:
 - (A) a functional traceability matrix that describes how each requirement (including reports, data, service levels and documentation) of the Work was tested and validated (i.e. demonstration, documentation, etc); and
 - (B) a Security Requirements Traceability Matrix (SRTM) that provides traceability for each GCMSS security assurance requirement marked for validation in the GCMSS Annex A: SOW Appendix B: Security Certification Matrix.
- (b) The Contractor must ensure the GCMSS is fully functional in accordance with all specifications provided. Where the Work has not been accepted by Canada, Service Level credits may be applicable.
- (c) Canada's acceptance process for the GCMSS:
 - (i) In addition to General Conditions 2035 section 11, Canada's acceptance process for a Managed Service also includes the following:
 - (A) As part of Canada's acceptance process for the Work, Canada may test any function of the Work to determine whether it meets the Specifications. If any of the Work does not meet the requirements of the Contract, Canada may reject the Work or require that it be corrected at the Contractor's expense before accepting the work. No payments for the Services are due under the Contract unless the Services are accepted.
 - (B) Once Canada has received the ORCN and the ORP acceptance test report Canada will have thirty (30) calendar days to perform its acceptance procedures (the "Acceptance Period"), and if Canada provides notice of any deficiency during the

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Acceptance Period, the Contractor must address the deficiency at no cost to Canada as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work and the Acceptance Period will start again from the time that the deficiency is corrected.

7.6 Security Requirement

- (a) The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (b) The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS or SECRET clearance, as required, granted or approved by CISD/PWGSC.
- (c) The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive PROTECTED information until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of PROTECTED B and an IT Link at the level of PROTECTED B.
- (d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (e) The Contractor must comply with the provisions of the:
 - (i) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (ii) Industrial Security Manual (Latest Edition).

7.7 Supply Chain Security

(a) General Security Measures Surrounding Transmission of Sensitive Data

- (i) The GCMSS provided under the Contract will be used for the transmission of Government of Canada data of various kinds, including secure communications (at various security classification levels), privileged communications (such as Cabinet confidences and solicitor-client communications), and otherwise sensitive communications (including transmissions containing personal information of Canadians and proprietary or confidential information of third parties, such as suppliers).
- (ii) The Contractor acknowledges that Canada requires, and the Contractor guarantees that, the GCMSS provided under the Contract is and will be the subject of robust, comprehensive security measures that evolve as security threats and technologies evolve, so that the security measures in use are updated throughout the Contract Period, in order to achieve the highest possible levels of data integrity, availability, and confidentiality.
- (iii) The Contractor must implement any reasonable security or protection measures requested by Canada from time to time, within a reasonable timeframe agreed to with Canada. The parties agree that reasonableness will be determined based on the severity of the threat to the integrity, availability and confidentiality of Canada's data and communications.

(b) Security Clearance

With respect to the Article entitled "Security Requirement":

- (i) The Contractor acknowledges that Canada may specify some equipment or networks as security sensitive and select a security classification in which case only security cleared employees and contractors may work on the system. Non-cleared persons may only assist in working on the system but not actually control or load software.

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- (ii) Upon arriving at Canada's premises, all Contractor and subcontractor personnel (which have been pre-approved by the Contracting Authority), must be able to provide proof of employment (such as a badge issued by the Contractor or the approved subcontractor) and their security clearance status must be ascertained from a trusted source;
 - (iii) Individuals, although not having access to CLASSIFIED information or assets, may occupy positions that are deemed to be critical to the national interest. This includes personnel who have privileged access that give them the capability to effect major disruption or damage to critical systems. These individuals are to be security screened and granted a Security Clearance to a minimum of SECRET. Examples include technical or operational personnel, including network or system administrators or managers, who directly control the most sensitive and critical functionality such as monitoring, detection, back up and recovery information, testing and installation of security patches, configuration changes to security hardware and software, responding to security incidents etc.

NOTE: additional access controls are also required such as segregation of duties to assure that no individual has over-broad access to the most sensitive functionality. Secure audit records must be available to ensure such access may be auditably linked to a specific individual.
 - (iv) The Contractor acknowledges that Canada may, at any time, refuse access to its premises to any individual. If that individual meets the security clearance requirements for the type of work being performed, but Canada refuses to provide any necessary access to that individual, any time described in the Contract for completing the portion of the Work to be performed by that individual will not start until Canada has informed the Contractor that access has been granted to that individual. Canada may advise the Contractor of the reason for denying access, but may also choose not to do so if Canada, in its discretion, has determined that there are security reasons for not disclosing the reason.
 - (v) The Contractor must obtain the required security clearance for all of its personnel before contract award. After contract award, it is the Contractor's sole responsibility to ensure that it has a sufficient complement of personnel to complete the Work who are cleared at the level required by the Contract.
 - (vi) The Contractor acknowledges that Canada may revoke an individual's security clearance at any time.
- (c) **Subcontracting**
- (i) 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:
 - (A) the name of the subcontractor;
 - (B) the portion of the Work to be performed by the subcontractor;
 - (C) the Designated Organization Screening or the Facility Security Clearance (FSC) level of the subcontractor as required by the work;
 - (D) if requested, the security clearance status of individuals employed by the subcontractor who will require access to Canada facilities;
 - (E) completed sub-SRCL signed by the Contractor's Company Security Officer for CISC completion; and
 - (F) any other information required by the Contracting Authority.
 - (ii) 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

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equipment 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.

(d) **Product Assurance and Equipment and Inventory**

- (i) The Contractor acknowledges that the equipment inventory is not proprietary to the Contractor.
- (ii) The commercial products that form part of the service must be assured to be allowed to be integrated into the network. Assurance can be achieved by selecting products that have been evaluated by a recognized certification body approved by CSEC or evaluated by the Contractor by conducting a vulnerability assessment and functionality assessment to validate the product conforms to its stated security functionality. For Contractor assessments, test plans and test results must be provided to Canada within 10 FGWDs of a request by Canada. Canada reserves the right to independently validate and approve the commercial products. CSEC approved and recognized certification body includes but are not limited to:

Common Criteria (CCS)

<http://www.commoncriteriaportal.org/>

Cryptographic Module Validation Program (CMVP)

<http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>

- (iii) The commercial products that form part of the service must be approved by CSEC to be allowed to be integrated into the network. The Contractor acknowledges that CSEC has no obligations to disclose the reasons why a particular product is not acceptable.
- (iv) At any time during the Contract, if the Contractor proposes introducing new commercial products on Canada's network or on the Contractor's own or 3rd party infrastructure or backbone that will be interconnected with Canada's network, the Contractor must first obtain the written approval of the Technical Authority. Canada reserves the right to propose new safeguards and to independently validate and approve the commercial products.

(e) **Location of Databases, Network Traffic Routing, and Data**

- (i) The Contractor must ensure that all the databases containing any information related to the Work (including billing and/or call detail information) or data are located in Canada. The Contractor must ensure that all data relating to this Contract is accessed and processed only in Canada.
- (ii) The Contractor must ensure that all domestic network traffic (meaning traffic initiated in one part of Canada to a destination or individual located in another part of Canada) is routed exclusively through Canada.

(f) **Network Connectivity and Access Control**

- (i) The Contractor must safeguard the network and all databases including Canada's data or information about Canada at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:
 - (A) control access to all databases on which any data relating to this Contract is stored so that only individuals with the security clearance required by the Contract, and who also require access to the information in order to perform the Contract, are able to access the database;
 - (B) ensure that passwords or other access controls are provided only to individuals who require access to perform the Work and who have the security clearance issued by CISC at the level required by the Contract; and

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- (C) safeguard any database or computer system on which Canada's data is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information.
- (ii) Development, testing live or management networks must be segregated from each other and from Canada's existing networks.
- (iii) Unless requested by the Technical Authority, the Contractor must disable any TCP/UDP listening ports on any equipment deployed on Canada's network or on the Contractor's network infrastructure or backbone with which Canada's network is interconnected. Strong access control methods must be in place for all ports that are open for network management purposes.
- (iv) The Contractor must maintain an audit log that automatically records all attempts to access Canada's network, as well as any databases that include Canada's data or information maintained by the Contractor about Canada (such as billing information and call detail information). Every action, transaction or business function performed on the Contractor's network, systems, or databases relating to the Contract must be traceable to an individual user or account (by ensuring that user identifiers and accounts are unique and cannot be shared or transferred from one individual to another).
- (g) **Network Management Protocols**
 - (i) The Contractor must ensure that hardware and software utilized to deliver GCMSS can be managed using security protocols which use CSEC approved cryptographic algorithms and key sizes as specified in IT Security Alert (ITSA) -11E.
 - (ii) If the Contractor is using management servers that have a configurable level of security or encryption, the Contractor must disable all levels other than the highest level of security and/or encryption.
 - (iii) The Contractor must not use protocols that send clear text usernames or passwords over the network.
 - (iv) The Contractor must not use (and must disable any) protocols that cannot pass through session-aware firewalls.
 - (v) Canada will not consider an otherwise insecure protocol to be secure as a result of the use of tunnelling techniques such as port forwarding or Internet Protocol Security (IPSec).
 - (vi) The Contractor must implement encryption protocols identified by Canada and must disable all encryption protocols not approved by Canada.
- (h) **Vulnerability Assessment and Management**
 - (i) The Contractor must provide to the Technical Authority timely information about vulnerabilities (i.e., any weakness, or design deficiency, identified in any hardware and software utilized to deliver GCMSS 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) Where any vulnerability is caused by equipment manufactured by or software code written by the Contractor or one of its subcontractors, the Contractor must immediately remedy the vulnerability at its own cost.
 - (iii) Where any vulnerability is caused by equipment manufactured by or software code written by a third party (other than a subcontractor), in addition to notifying the Technical Authority about the vulnerability as soon as the Contractor learns of it, the Contractor must implement any upgrades, patches or other fixes within a timeframe acceptable to Canada once they are made available by the manufacturer or software publisher, at the Contractor's own cost,

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unless the Technical Authority waives this requirement (in respect of a specific upgrade, patch or fix) in writing.

(i) **Security Monitoring and Incident Reporting**

- (i) The Contractor must monitor the network for abnormal or suspicious activities, such as odd work hours, unnecessary requests for code or data, abnormal data movements, or excessive use of systems or resources.
- (ii) The Contractor must immediately report to the Technical Authority and CISD any incidents relating to the security of Canada's network, or the Contractor's network infrastructure or backbone, or Canada's data, if it impacts Canada, including but not limited to those incidents listed in (i). For example, any unauthorized access or attempt to gain unauthorized access must immediately be reported. Also, the discovery of any virus or malicious code and/or the installation of any unauthorized software code on any equipment must immediately be reported.
- (iii) The Contractor agrees to cooperate fully with Canada in the investigation of any security incident.

(j) **Security Audit**

Canada may audit the Contractor's compliance with the security requirements included in the Contract at any time. If requested by the Contracting Authority, the Contractor must provide Canada (or Canada's authorized representative) with full access to its premises, its network, and all databases storing Canada's data or data related to the Contract at all reasonable times. If Canada identifies any security deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

(k) **Change in Control**

In the case of a change of control, the Contractor must advise the Contracting Authority immediately. If Canada determines that the change of control poses a security risk to Canada, Canada reserves the right to terminate the contract for convenience.

7.8 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 three (3) years after acceptance of the Operational Readiness Work by Canada; 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 two (2) additional one (1) year periods 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 ninety (90) 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.

7.9 Authorities

(a) **Contracting Authority**

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The Contracting Authority for the Contract is:

Noubar Menechian
Supply Specialist
Shared Services Canada
Information Technology Shared Services Procurement Directorate
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: _____
Facsimile: _____
Email address: noubar.menechian@ssc-spc.gc.ca

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

(b) **Technical Authority**

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
Email address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and 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**

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
Email Address: _____

7.10 Payment

(a) **Basis of Payment**

For the Work described in the Statement of Work in Annex A, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

- (i) For each Service Level Plan (SLP) at a Service Delivery Point (SDP) requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the Firm Unit Monthly Price set out in the Task Authorization (based on the Firm Unit Monthly Prices set out in Annex B: Basis of Payment, **Table A**), GST/HST extra. For SL-MTRS1, the

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Firm Unit Monthly Price will be based on the total number of SLPs purchased to date under the contract.

- (ii) Each item purchased in a Task Authorization will count in the calculation of the total number of purchased SLPs. For each GCMSS Threat Management Capacity at a SDP requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the Firm Unit Price set out in the Task Authorization (based on the Firm Unit Prices set out in Annex B: Basis of Payment, **Table B**), GST/HST extra. For SL-MSOT1, the Firm Unit Price will be based on the total number of TMC purchased to date under the contract. Each item purchased in a Task Authorization will count in the calculation of the total number of purchased TMC.
 - (iii) For each GCMSS SIEM Capacity at a SDP requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the Firm Unit Price set out in the Task Authorization (based on the Firm Unit Prices set out in Annex B: Basis of Payment, **Table C**), GST/HST extra. For SL-MSOT1, the Firm Unit Price will be based on the total number of SIEM purchased to date under the contract. Each item purchased in a Task Authorization will count in the calculation of the total number of purchased SIEM.
 - (iv) For each GCMSS Threat Management Service at a SDP requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the Firm Unit Price set out in the Task Authorization (based on the Firm Unit Prices set out in Annex B: Basis of Payment, **Table D**), GST/HST extra.
 - (v) For each GCMSS Threat Management Sensor requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the Firm Unit Price set out in the Task Authorization (based on the Firm Unit Prices set out in Annex B: Basis of Payment, **Table E**), GST/HST extra.
 - (vi) For Technical Integration Support services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the Firm Unit Daily Rate set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B: Basis of Payment, **Table F**), GST/HST extra.
 - (vii) For Integration Manager services requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the Firm Unit Daily Rate set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B: Basis of Payment, **Table G**), GST/HST extra.
 - (viii) For Web-Based Training requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the Firm One-Time Price set out in the Task Authorization (based on the Firm One-Time Price set out in Annex B: Basis of Payment, **Table H**), GST/HST extra.
 - (ix) For each Customization of Web-Based Training course requested by Canada, in accordance with an approved Task Authorization, Canada will pay the Contractor the Firm Unit Price set out in the Task Authorization (based on the Firm Unit Prices set out in Annex B: Basis of Payment, **Table I**), GST/HST extra.
- (b) **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.
- (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. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

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- (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. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - (A) it is 75 percent committed, or
 - (B) 4 months before the Contract expiry date, or
 - (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- (iii) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

Responsibility of contractor

The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada, unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

(d) Method of Payment

- (i) H1000C (2008-05-12), Single Payment
- (ii) H1001C (2008-05-12), Multiple Payments
- (iii) H1008C (2008-05-12), Monthly Payment
- (iv) Payment to begin after the successful completion and acceptance by Canada of the deliverables identified in the Operational Readiness Plan.

(e) Price Protection - Most Favoured Customer

- (i) To the best of the Contractor's knowledge, the prices it is charging to Canada under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- (ii) The Contractor also agrees that, if after the date of the Contract it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under the Contract (with notice to the Contracting Authority).
- (iii) The Contractor will meet with Canada periodically over the term of the Contract to review and verify that current contract pricing is consistent with the requirements of subsection (ii) above. Immediate price reductions will result from any such review should they be warranted.
- (iv) All prices charged under the Contract are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.
- (v) At any time during the 6 years after making the final payment under the Contract or until all claims and disputes then outstanding are settled, whichever is later, Canada has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. Canada will give at least 2 weeks of notice before the audit.

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- (vi) During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Chief Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and service locations).
- (vii) In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- (viii) If Canada's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to Canada the difference between the amount charged to Canada and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- (ix) Canada acknowledges that this commitment does not apply to prices charged by any affiliates of the Contractor.
- (f) **Service Level Remedies**
When remedies are due to Canada, Canada reserves the right to require a payment by cheque, payable to the Receiver General for Canada, in lieu of a service credit.
- (g) **Ready for Use Remedies**
The Contractor must make the GCMSS fully functional and ready for use in accordance with all specifications within 120 calendar days following completion and acceptance of the Operational Readiness Plan (refer to GCMSS Annex A: SOW, subsection Operational Readiness Plan), excluding days required by Canada for review and approval of Operational Readiness Work (refer to GCMSS Annex A: SOW, subsection Operational Readiness Work). For each month, beginning on the first day of that month or the first day after the 120 calendar days described above, where the Contractor fails to deliver the GCMSS, the Contractor will provide Canada a Service Credit of \$10,000 per month or portion thereof.
- (h) **Risk Treatment Plan Remedies**
The Contractor must complete the Work for Risk Treatment Plan report, according to a plan approved by Canada (refer to GCMSS Annex A: SOW, subsection Risk Treatment Plan) following implementation of the GCMSS, where completion of the Work must not exceed 120 FGWDs following the acceptance of the Risk Treatment Plan . For each month, beginning on the first day of that month or the first day after the 120 FGWDs described above, where the Contractor fails to deliver the Work for Risk Treatment Plan report, the Contractor will provide Canada a Service Credit of \$10,000.
- (i) **GCMSS Solution Removal Remedies**
Contractor must remove the GCMSS solution, including hardware and software, installed in a Canada SDP within 40 FGWDs of a request by Canada. If the Contractor fails to comply with the request, the Contractor will provide Canada a Service Credit of \$5,000 per piece of GCMSS hardware in Canada's SDP.
- (j) **Chronic Problem Remedies**

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If the Contractor does not resolve a chronic problem (as defined in the SOW) within 60 FGWDs of identification of the Chronic problem, the Contractor will provide Canada a Service Credit of \$5,000. In subsequent instances of the same Chronic problem in a Calendar Year, or for each additional 20 FGWDs a Chronic problem remains unresolved, the Contractor will provide Canada a Service Credit of \$10,000.

(k) **Service Credits for Failure to Meet the Service Level Maximum Service Outage Time (SL-MSOT)**

If the Contractor does not meet the SL-MSOT at a SDP, specified in GCMSS Annex A: SOW, subsection Service Level Maximum Outage Time, the Contractor must provide a Service Credit to Canada of the greater of \$2500 or 10% of the total Firm Unit Monthly Price for the Service Level Plan (SLP) at the SDP for each of the first 3 instances of failure in the calendar year. In subsequent instances of failure in the same calendar year, the rate increases from 10% to 20% for each failure.

(l) **Service Credits for Failure to Meet the Service Level Service Desk Response (SL-SDR)**

If the Contractor fails to meet the SL-SDR, as defined in GCMSS Annex A: SOW, subsection Service Level Service Desk Response, the Contractor must provide a Service Credit to Canada of the greater of \$2,500 or 2% of the total Firm Lot Monthly Price for all ordered optional GCMSS Services for each of the first 3 instances of failure in the calendar year. In subsequent instances of failure in the same calendar year, the Contractor must provide a Service Credit to Canada of the greater of \$5,000 or 5% of the total Firm Unit Monthly Price for the Service Level Plan (SLP) for all SDP for each subsequent failure.

(m) **Service Credits for Failure to Meet the Service Level Maximum Time to Restore (SL-MTRS)**

- (i) If the Contractor fails to meet the SL-MTRS at a SDP as defined in GCMSS Annex A: SOW, subsection Service Level Maximum Time to Restore, then the Contractor must provide a Service Credit to Canada of the greater of \$5,000 or 5% of the Firm Unit Monthly Price for the Service Level Plan (SLP) at the SDP for the first 15 minutes of delay.
- (ii) If the Contractor fails to meet the SL-MTRS at a SDP three or more times in any calendar year, then the Contractor must provide a Service Credit to Canada of the greater of \$10,000 or 10% of the Firm Unit Monthly Price for the Service Level Plan (SLP) at the SDP for the first 15 minutes of delay. For each successive 15 minutes of delay the Contractor must provide a Service Credit to Canada of the greater of \$2,500 or 2% of the Firm Unit Monthly Price for the Service Level Plan (SLP) at the SDP.

(n) **Service Credits**

- (i) The Contractor must calculate Service Credits for the Work in the previous month, beginning on the first day of the calendar month and ending on the last day of the calendar month.
- (ii) The maximum Service Credit that is applicable in any calendar month is the greater of \$50,000 or 50% of the amount which would have been payable to the Contractor in the calendar month for the total Firm Unit Monthly Price for the Service Level Plan (SLP) for all SDP if no liquidated damages had accrued.

(o) **Corrective Measures**

If the same Service Credit is payable under this Article, for 2 consecutive months or for 3 months in any 12-month period, the Contractor must submit a written action plan within 5 Federal Government Working Days of a request by Canada describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have 20 working days to rectify the underlying problem.

(p) **Termination for Failure to Meet Service Levels**

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- (i) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor 3 calendar months' written notice of its intent, if any of the following apply:
 - (A) the total amount of credits for any given monthly billing cycle reach a level of 24% of the amount which would have been payable to the Contractor in the calendar month if no liquidated damages had accrued or \$50,000.
 - (B) the Contractor does not provide an action plan for Corrective Measures as described above.
 - (ii) This termination will be effective when the 3 calendar month notice period expires, unless the Contractor has sustained the required Service Level during those 3 calendar months.
- (q) **Service Credits Apply during Entire Contract Period**
- The Parties agree that the Service Credits apply throughout the Contract Period.
- (r) **Service Credits represent Liquidated Damages**
- The Contractor accepts that the Service Credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (s) **Canada's Right to Obtain Payment**
- The Parties agree that these Service Credits are a liquidated debt. To collect the Service Credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (t) **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.
- (u) **Audit Rights**
- (i) The Contractor's calculation of Service 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.
 - (ii) 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 Service 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 Service 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 Service Credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.11 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

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- (c) 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.
- (d) The Contractor must provide the original of each invoice to the Technical Authority, and a copy to the Contracting Authority.

7.12 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.

7.13 Applicable Laws

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

7.14 Priority of Documents

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

- (i) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (ii) supplemental general conditions:
 - (A) 4004 Maintenance and Support Services for Licensed Software (2010-08-16).
 - (B) 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (iii) General Conditions 2035 (2011-05-16) Higher Complexity - Services;
- (iv) Annex A: Statement of Work;
- (v) Annex B: Basis of Payment;
- (vi) Annex C: Security Requirements Checklist;
- (vii) the signed Task Authorizations; and
- (viii) the Contractor's bid dated _____, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.15 Foreign Nationals (Canadian Contractor)

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

Note to Bidders: *Either this clause or the one that follows, whichever applies (based on whether the successful bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

7.16 Foreign Nationals (Foreign Contractor)

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SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor).

7.17 Insurance Requirements

SACC Manual clause G1005C (2008-05-12) Insurance Requirements.

7.18 Safeguarding Electronic Media

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

7.19 Branding

- (a) The GCMSS name must be identified and only identified with the GC provided service name. No vendor branding is allowed. Final service name will be identified at a future date.
- (b) The Contractor must ensure that all written GCMSS documentation is GC branded and only GC branded.
- (c) The Contractor will implement the GCMSS brand when requested by Canada.
- (d) The Contractor must integrate the GCMSS brand on all documentation and information pertaining to the delivery of services including but not limited to the Web-based Graphical User Interface (GUI). All user facing web pages of the GCMSS must present and only present GC branding.
- (e) The Contractor must not use the GCMSS brand for any purpose without Canada's authorization.
- (f) Canada will retain all rights to the GCMSS brand after expiry or termination of the Contract. The Contractor will transfer to Canada or its designees all Toll Free numbers and Internet domain names established for providing services under this Contract, at least 30 calendar days prior to Contract termination.

7.20 Representations and Warranties

The Contractor made statements regarding its experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

7.21 Ownership of Data

In spite of the Supplemental General Conditions 4006, the Contractor acknowledges that Canada is the owner of the GCMSS data and metadata (the "Data"). All Data shall be made available to Canada on request and must be transferred to Canada prior to contract expiry, at Canada's request, in accordance with the provision entitled Transition Services, at end of Contract Period.

7.22 Access to Canada's Property and Facilities

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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.

7.23 Government Property

Canada agrees to supply the Contractor with Certificates which will be considered Government Property for the purposes of this Contract.

7.24 Transition Services at end of Contract Period

- (a) The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that, in the period leading up to the end of the Contract Period and during any extension to the Contract Period, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier and that there will be no charge for these services other than those charges set out in the Basis of Payment.
- (b) The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 180 calendar days under the same conditions to ensure the required transition. The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 180 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.
- (c) Prior to contract expiry, and at Canada's written request, the Contractor must transfer all GCMSS data and metadata to Canada in an accessible, machine-readable and usable form acceptable to Canada at no additional cost to Canada within 40 calendar days of a request by Canada. The data and metadata will be considered received upon sign-off by the Technical Authority. The sign-off will certify that the data and metadata that has been received is accessible, machine-readable and usable by Canada.
- (d) Prior to contract expiry, Canada can exercise two options:
 - (i) Canada may request the Contractor to remove the GCMSS solution, including hardware and software, installed in a Canada SDP at no additional cost to Canada within 40 FGWDs of a request by Canada.
 - (ii) Canada may exercise an irrevocable option to take ownership of the GCMSS solution implemented in a Canada SDP including the hardware, the software and the remaining maintenance and warranties at no additional cost to Canada within 40 FGWDs of a notice to the Contractor by Canada or without notice upon failure of the Contractor to remove the GCMSS solution.

7.25 Two-Tier Negotiation

If a dispute arises out of, or in connection with this Contract, and the parties do not resolve some or all of the dispute through discussions then:

- (i) Written notice, containing a request to negotiate, shall be given by either party to the other(s). This notice shall be given promptly in order to prevent further damages resulting from delay and shall specify the issues in dispute.
- (ii) Negotiations shall occur first between representatives of the Contractor (Insert title of authorized representative) and the managing department (Director) who play a supervisory role in the performance or management of the Contract. If the representatives do not

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resolve some or all of the issues in the dispute within 10 days after notice has been given, then the parties shall attempt to resolve the issues in dispute through a second level of negotiations, between a principal of the Contractor (Insert title of authorized representative) and a senior level manager from the managing department (Director General).

- (iii) All information exchanged during these negotiations shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the negotiations.

7.26 Sustainable Development

- (a) As stated in the February 2nd 2004 Speech From The Throne, a key priority for the Government of Canada is a commitment to safeguarding our natural environment.
- (b) The Contractor is requested to deliver services to borrowers in a way that is consistent with assisting Canada in addressing its commitment to safeguarding our natural environment. The Contractor is required to report annually to the Crown on measures it has implemented to assist the Crown in achieving this priority.

7.27 Joint Venture Contractor

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:_____.
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - (i) _____ has been appointed as the “representative member” of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
 - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
 - (iii) all payments made by Canada to the representative member will act as a release by all the members.
- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

Note to Bidders: This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.

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ANNEX A

STATEMENT OF WORK

(The Statement of Work and its appendices are attached as separate documents.)

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ANNEX B

BASIS OF PAYMENT

Table A - Service Level Plan at a Service Delivery Point

To provide a managed service in order to achieve the Service Level Maximum Time to Restore Service (SL-MTRS1 or SL-MTRS2) for Threat Management Capacity and SIEM Capacity, as per GCMSS Annex A: SOW subsection - Service Level Maximum Time to Restore Service (SL-MTRS), implemented at a Canada SDP, as and when requested by Canada in a Task Authorization, and in consideration of the Contractor satisfactorily completing all of its obligations in accordance with the Contract, the Contractor will be paid the following Firm Unit Monthly Price, GST/HST extra, for the Initial Contract Period, and for each Option Year (1 and 2) if exercised by Canada.

Service Level Plan		Firm Unit Monthly Price per SDP			
Location of Canada SDP	Service Level Maximum Time to Restore Service	Total number of SDPs (from-to)	Initial Contract Period	Option Year 1	Option Year 2
Canada NCR	SL-MTRS1 (15 minutes)	1-19	\$ _____	\$ _____	\$ _____
		20-34	\$ _____	\$ _____	\$ _____
		35-49	\$ _____	\$ _____	\$ _____
		50+	\$ _____	\$ _____	\$ _____
Canada excluding NCR	SL-MTRS2 (30 minutes)	N/A	\$ _____	\$ _____	\$ _____

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Table B - Threat Management Capacity at a Service Delivery Point

To implement the Threat Management Capacity, including all hardware and software, at a Canada SDP for the required Service Level Maximum Service Outage Time (SL-MSOT1 or SL-MSOT2), as per GCMSS ANNEX A: SOW subsection - Service Level Maximum Service Outage Time (SL-MSOT), as and when requested by Canada in a Task Authorization, capable of sustaining the Wire Speed with all the Threat Management Services running concurrently, without limitations, and in consideration of the Contractor satisfactorily completing all of its obligations in accordance with the Contract, the Contractor will be paid the following Firm Unit Price, GST/HST extra, for the Initial Contract Period, and for each Option Year (1 and 2) if exercised by Canada.

Feature Profile		SL-MSOT1 - Availability of 99.5%			
		Firm Unit Price			
Wire Speed	Type	TMCs purchased to date (from-to)	Initial Contract Period	Option Year 1	Option Year 2
50MB/sec	S	1-4	\$ _____	\$ _____	\$ _____
		5-9	\$ _____	\$ _____	\$ _____
		10-14	\$ _____	\$ _____	\$ _____
		15+	\$ _____	\$ _____	\$ _____
250MB/sec	M	1-4	\$ _____	\$ _____	\$ _____
		5-9	\$ _____	\$ _____	\$ _____
		10-14	\$ _____	\$ _____	\$ _____
		15-19	\$ _____	\$ _____	\$ _____
		20-24	\$ _____	\$ _____	\$ _____
		25-29	\$ _____	\$ _____	\$ _____
1GB/sec	L	30+	\$ _____	\$ _____	\$ _____
		1-4	\$ _____	\$ _____	\$ _____
		5-9	\$ _____	\$ _____	\$ _____
		10-14	\$ _____	\$ _____	\$ _____
		15+	\$ _____	\$ _____	\$ _____

Feature Profile		SL-MSOT2 - Availability of 99.9%		
		Firm Unit Price		
Wire Speed	Type	Initial Contract Period	Option Year 1	Option Year 2
50MB/sec	S	\$ _____	\$ _____	\$ _____
250MB/sec	M	\$ _____	\$ _____	\$ _____
1GB/sec	L	\$ _____	\$ _____	\$ _____
10GB/sec	XL	\$ _____	\$ _____	\$ _____

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Table C - Security Information and Event Management Capacity at a Service Delivery Point

To implement the SIEM Capacity at a Canada SDP, including all hardware and software, for the required Service Level Maximum Service Outage Time (SL-MSOT1 or SL-MSOT2), as per GCMSS Annex A: SOW subsection - Service Level Maximum Service Outage Time (SL-MSOT), as and when requested by Canada in a Task Authorization, capable of sustaining the Transactions per Second (TPS) without limitations, and in consideration of the Contractor satisfactorily completing all of its obligations in accordance with the Contract, the Contractor will be paid the following Firm Unit Price, GST/HST extra, for the Initial Contract Period, and for each Option Year (1 and 2) if exercised by Canada.

Feature Profile		SL-MSOT1 - Availability of 99.5%			
		Firm Unit Price			
Transactions per second (TPS)	Type	SIEMs purchased to date (from-to)	Initial Contract Period	Option Year 1	Option Year 2
1,000	S	1-4	\$ _____	\$ _____	\$ _____
		5+	\$ _____	\$ _____	\$ _____
5,000	M	1-4	\$ _____	\$ _____	\$ _____
		5+	\$ _____	\$ _____	\$ _____
15,000	L	1-4	\$ _____	\$ _____	\$ _____
		5+	\$ _____	\$ _____	\$ _____

Feature Profile		SL-MSOT2 - Availability of 99.9%		
		Firm Unit Price		
Transactions per second (TPS)	Type	Initial Contract Period	Option Year 1	Option Year 2
1,000	S	\$ _____	\$ _____	\$ _____
5,000	M	\$ _____	\$ _____	\$ _____
15,000	L	\$ _____	\$ _____	\$ _____
100,000	XL	\$ _____	\$ _____	\$ _____

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Table D - Threat Management Services at a Service Delivery Point

To implement the Threat Management Service for a Client Organization, including all hardware and software, as per GCMSS Annex A: SOW sections - Firewall, Intrusion Detection & Prevention, Content Filtering, Antivirus, Antispam and Data Loss Prevention, without limitations, on the Threat Management Capacity at a SDP, for the same SL-MSOT (SL-MSOT1 or SL-MSOT2) as the Threat Management Capacity, as and when requested by Canada in a Task Authorization, and in consideration of the Contractor satisfactorily completing all of its obligations in accordance with the Contract, the Contractor will be paid the following Firm Unit Price, GST/HST extra, for the Initial Contract Period, and for each Option Year (1 and 2) if exercised by Canada.

Description	SL-MSOT1 - Availability of 99.5%		
	Firm Unit Price		
	Initial Contract Period	Option Year 1	Option Year 2
<i>Firewall</i>	\$ _____	\$ _____	\$ _____
<i>Intrusion Detection & Prevention</i>	\$ _____	\$ _____	\$ _____
<i>Content Filtering</i>	\$ _____	\$ _____	\$ _____
<i>Antivirus</i>	\$ _____	\$ _____	\$ _____
<i>Antispam</i>	\$ _____	\$ _____	\$ _____
<i>Data Loss Prevention</i>	\$ _____	\$ _____	\$ _____

Description	SL-MSOT2 - Availability of 99.9%		
	Firm Unit Price		
	Initial Contract Period	Option Year 1	Option Year 2
<i>Firewall</i>	\$ _____	\$ _____	\$ _____
<i>Intrusion Detection & Prevention</i>	\$ _____	\$ _____	\$ _____
<i>Content Filtering</i>	\$ _____	\$ _____	\$ _____
<i>Antivirus</i>	\$ _____	\$ _____	\$ _____
<i>Antispam</i>	\$ _____	\$ _____	\$ _____
<i>Data Loss Prevention</i>	\$ _____	\$ _____	\$ _____

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Table E - Threat Management Sensors

To provide the Threat Management Sensor, including all hardware and software, as per GCMSS Annex A: SOW sections - Intrusion Detection & Prevention and Data Loss Prevention, without limitations, including Software Support Maintenance Plan , as and when requested by Canada in a Task Authorization, and in consideration of the Contractor satisfactorily completing all of its obligations in accordance with the Contract, the Contractor will be paid the following Firm Unit Price, GST/HST extra, for the Initial Contract Period, and for each Option Year (1 and 2) if exercised by Canada.

Description	Platform	Firm Unit Price		
		<i>Initial Contract Period</i>	<i>Option Year 1</i>	<i>Option Year 2</i>
Intrusion Detection & Prevention Sensor	Windows Server	\$ _____	\$ _____	\$ _____
Intrusion Detection & Prevention Sensor	Red Hat Linux	\$ _____	\$ _____	\$ _____
Intrusion Detection & Prevention Sensor	HP UX	\$ _____	\$ _____	\$ _____
Intrusion Detection & Prevention Sensor	Solaris	\$ _____	\$ _____	\$ _____
Intrusion Detection & Prevention Sensor	SUSE Linux	\$ _____	\$ _____	\$ _____
Intrusion Detection & Prevention Sensor	AIX	\$ _____	\$ _____	\$ _____
Intrusion Detection & Prevention Sensor	OEM Platform	\$ _____	\$ _____	\$ _____
Data Loss Prevention Sensor	Windows	\$ _____	\$ _____	\$ _____
Data Loss Prevention Sensor	Red Hat Linux	\$ _____	\$ _____	\$ _____
Data Loss Prevention Sensor	OEM Platform	\$ _____	\$ _____	\$ _____

Table F - Technical Integration

For the provision of a Technical Integration Support resource, as per GCMSS Annex A: SOW section - Integration and Technical Support, including Travel and Living expenses for Work at a Location, as and when requested by Canada in a Task Authorization, and in consideration of the Contractor satisfactorily completing all of its obligations in accordance with the Contract, the Contractor will be paid the following Firm Unit Daily Rate, GST/HST extra, for the Initial Contract Period, and for each Option Year (1 and 2) if exercised by Canada. The Firm Unit Daily Rate will not be prorated for partial days.

Location	Firm Unit Daily Rate		
	<i>Initial Contract Period</i>	<i>Option Year 1</i>	<i>Option Year 2</i>
Canada NCR	\$ _____	\$ _____	\$ _____
Canada excluding NCR	\$ _____	\$ _____	\$ _____

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Table G - Integration Manager

For the provision of an Integration Manager resource, as per GCMSS Annex A: SOW section - Integration and Technical Support, including Travel and Living expenses for Work at a Location, as and when requested by Canada in a Task Authorization, and in consideration of the Contractor satisfactorily completing all of its obligations in accordance with the Contract, the Contractor will be paid the following Firm Unit Daily Rate, GST/HST extra, for the Initial Contract Period, and for each Option Year (1 and 2) if exercised by Canada. The Firm Unit Daily Rate will not be prorated for partial days.

Location	Firm Unit Daily Rate		
	<i>Initial Contract Period</i>	<i>Option Year 1</i>	<i>Option Year 2</i>
Canada NCR	\$ _____	\$ _____	\$ _____
Canada excluding NCR	\$ _____	\$ _____	\$ _____

Table H - Web-Based Training

For the provision of Web-Based Training without limitations, including all hardware and software, as per GCMSS Annex A: SOW section - Training, including Travel and Living expenses for Work at a Location, as and when requested by Canada in a Task Authorization, and in consideration of the Contractor satisfactorily completing all of its obligations in accordance with the Contract, the Contractor will be paid the following Firm One-Time Price, GST/HST extra, for the Initial Contract Period, and for each Option Year (1 and 2) if exercised by Canada.

Firm One-Time Price		
<i>Initial Contract Period</i>	<i>Option Year 1</i>	<i>Option Year 2</i>
\$ _____	\$ _____	\$ _____

Table I - Customization of Web-Based Training

For the provision of Customization of Web-Based Training courses, as per GCMSS Annex A: SOW section - Training, including Travel and Living expenses for Work at a Location, as and when requested by Canada in a Task Authorization, and in consideration of the Contractor satisfactorily completing all of its obligations in accordance with the Contract, the Contractor will be paid the following Firm Unit Price, GST/HST extra, for the Initial Contract Period, and for each Option Year (1 and 2) if exercised by Canada.

Type	Firm Unit Price		
	<i>Initial Contract Period</i>	<i>Option Year 1</i>	<i>Option Year 2</i>
Customized End-User Training Course	\$ _____	\$ _____	\$ _____
Customized Manager Training Course	\$ _____	\$ _____	\$ _____
Customized IT Administrator Training Course	\$ _____	\$ _____	\$ _____

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ANNEX C

SECURITY REQUIREMENTS CHECKLIST

The SRCL is attached as a separate document.

SECURITY CLASSIFICATION GUIDE

Required Personnel Security Screening Level	Criteria
SECRET	All personnel with privileged access to information systems.
RELIABILITY STATUS	All other personnel.

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FORM 1

BID SUBMISSION FORM

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i>		
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article in Part 5 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____ If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"	

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Federal Contractors Program for Employment Equity (FCP EE) Certification: If the bidder is exempt, please indicate the basis for the exemption to the right. If the bidder does not fall within the exceptions enumerated to the right, the Program requirements do apply and the bidder is required either to: (a) submit to the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED; or (b) submit a valid Certificate number confirming its adherence to the FCP-EE. Bidders are requested to include their FCP EE Certification or signed LAB 1168 with their bid; if this information is not provided in the bid, it must be provided upon request by the Contracting Authority during evaluation. For joint ventures, be sure to provide this information for each of the members of the joint venture.	On behalf of the bidder, by signing below, I also confirm that the bidder <i>[check the box that applies]</i> :	
	(a) is not subject to Federal Contractors Program for Employment Equity (FCP-EE), because it has a workforce of less than 100 permanent full or part-time employees in Canada;	
	(b) is not subject to FCP-EE, because it is a regulated employer under the <i>Employment Equity Act</i> ;	
	(c) is subject to the requirements of FCP-EE, because it has a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of Human Resources and Skills Development (HRSD) (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached; OR	
	(d) is subject to FCP-EE, and has a valid certification number as follows: _____ (and has not been declared an Ineligible Contractor by HRSD).	
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]		
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i>		
On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. The Bidder agrees to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.		
Signature of Authorized Representative of Bidder	_____ Signature _____ Name (printed or typed)	

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FORM 2

GCMSS REFERENCE PROJECT VERIFICATION FORM FOR MANDATORY TECHNICAL CRITERIA

REFERENCE SUBMISSION FORM											
Bidder	Name:										
	Address:										
<p>As a Reference for the firm identified above, by signing below, I confirm that I am a representative of the Organization identified below and that I have read and understood the Mandatory Technical Criteria described in the bid solicitation.</p> <p>An email attestation from the primary or backup contact will be accepted. The email attestation must accompany the completed form(s) as an attachment and should include a statement in the email itself similar to the following: "As a Reference for the firm identified in the attached, by providing this email, I confirm that I am a representative of the Organization identified in the attached and that I have read and understood the Mandatory Technical Criteria described in the attached page(s)."</p> <p>The Contact should enter "Yes" or "No" or "UR", where "UR" means Unable to Respond, for each Mandatory Technical Criterion (M-001, M-002 and M-003) in the table below. If the Contact does not enter "Yes" or "No" or "UR" for a Mandatory Technical Criterion, the response will be deemed to be "No" for that Mandatory Technical Criterion.</p> <p>By responding "Yes" in the table below to a Mandatory Technical Criterion, the Contact agrees that the Bidder named above has delivered all of the services in the quantities and/or durations specified for the Mandatory Technical Criterion under the contract referenced below.</p> <p>By responding "No" in the table below to a Mandatory Technical Criterion, the Contact agrees that the Bidder named above has not delivered all of the services in the quantities and/or durations specified for the Mandatory Technical Criterion under the contract referenced below.</p> <p>By responding "Unable to Respond" ("UR") in the table below to a Mandatory Technical Criterion, the Contact agrees that it is unwilling or unable to provide any information about whether the Bidder named above has delivered all of the services in the quantities and/or durations specified for the Mandatory Technical Criterion under the contract referenced below. So that Canada can ensure this process is fair to all the bidders, if the Contact chooses a response that indicates "Unable to Respond" for any of the Mandatory Technical Criteria in the table below, it will be treated as a "No" response.</p> <p><u>Client Contract Number for Reference Project:</u> _____</p> <p><u>Name of Organization:</u> _____</p> <p><u>Mandatory Technical Criteria:</u></p> <table border="1"> <thead> <tr> <th></th> <th>M-001</th> <th>M-002</th> <th>M-003</th> </tr> </thead> <tbody> <tr> <td>Yes or No or UR</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					M-001	M-002	M-003	Yes or No or UR			
	M-001	M-002	M-003								
Yes or No or UR											

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Primary Contact Information	Name: Title: Phone: Email: Signature: Date:	
Backup Contact Information from the same organization	Name: Title: Phone: Email: Signature: Date:	

Solicitation No. - N° de l'invitation 2B0KB-123147	Amd. No. - N° de la modif. File No. - N° du dossier 100XK.2B0KB-123147	Buyer ID - Id de l'acheteur 100XK CCC No./N° CCC - FMS No/ N° VME
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FORM 3

GCMSS REFERENCE PROJECT VERIFICATION FORM FOR POINT-RATED TECHNICAL CRITERIA

REFERENCE SUBMISSION FORM																	
Bidder	Name:																
	Address:																
<p>As a Reference for the firm identified above, by signing below, I confirm that I am a representative of the Organization identified below and that I have read and understood the Point-Rated Technical Criteria described in the bid solicitation.</p> <p>An email attestation from the primary or backup contact will be accepted. The email attestation must accompany the completed form(s) as an attachment and should include a statement in the email itself similar to the following: "As a Reference for the firm identified in the attached, by providing this email, I confirm that I am a representative of the Organization identified in the attached and that I have read and understood the Point-Rated Technical Criteria described in the attached page(s)."</p> <p>The Contact should enter "Yes" or "No" or "UR", where "UR" means Unable to Respond, for each Point-Rated Technical Criteria (R-001, R-002, R-003, R-004 and R-006) in the table below. If the Contact does not enter "Yes" or "No" or "UR" for a Point-Rated Technical Criterion, the response will be deemed to be "No" for that Point-Rated Technical Criterion .</p> <p>By responding "Yes" in the table below to a Point-Rated Technical Criterion, the Contact agrees that the Bidder named above has delivered all of the services in the quantities and/or durations specified for the Point-Rated Technical Criterion under the contract referenced below.</p> <p>By responding "No" in the table below to a Point-Rated Technical Criterion, the Contact agrees that the Bidder named above has not delivered all of the services in the quantities and/or durations specified for the Point-Rated Technical Criterion under the contract referenced below.</p> <p>By responding "Unable to Respond" ("UR") in the table below to a Point-Rated Technical Criterion, the Contact agrees that it is unwilling or unable to provide any information about whether the Bidder named above has delivered all of the services in the quantities and/or durations specified for the Point-Rated Technical Criterion under the contract referenced below. So that Canada can ensure this process is fair to all the bidders, if the Contact chooses a response that indicates "Unable to Respond" for any of the Point-Rated Technical Criteria in the table below, it will be treated as a "No" response and the Bidder will receive no points for that Point-Rated Technical Criterion from that Reference.</p> <p><u>Client Contract Number for Reference Project:</u> _____</p> <p><u>Name of Organization:</u> _____</p> <p><u>Point-Rated Technical Criteria:</u></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td>R-001</td> <td>R-002</td> <td>R-003</td> <td>R-004</td> <td>R-006</td> </tr> <tr> <td style="text-align: center;">Yes or No or UR</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>							R-001	R-002	R-003	R-004	R-006	Yes or No or UR					
	R-001	R-002	R-003	R-004	R-006												
Yes or No or UR																	

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Primary Contact Information	Name: Title: Phone: Email: Signature: Date:	
Backup Contact Information from the same organization	Name: Title: Phone: Email: Signature: Date:	

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FORM 4

GCMSS CERTIFICATION FORM FOR POINT-RATED TECHNICAL CRITERIA

INFORMATION SUBMISSION FORM					
Bidder	Name:				
	Address:				
<p>The Bidder should enter "Yes" or "No", for the Point-Rated Technical Criterion (R-005) in the table below. If the Bidder does not enter "Yes" or "No" for the Point-Rated Technical Criterion, the response will be deemed to be "No" for that Point-Rated Technical Criterion.</p> <p>By responding "Yes" in the table below to a Point-Rated Technical Criterion, the Bidder claims that its solution meets the requirement and substantiates its claim specified for the Point-Rated Technical Criterion.</p> <p>By responding "No" in the table below to the Point-Rated Technical Criterion, the Bidder agrees that its solution does not meet the requirement for the Point-Rated Technical Criterion.</p> <p><u>Point-Rated Technical Criteria:</u></p> <table border="1"> <tr> <td></td> <td>R-005</td> </tr> <tr> <td>Yes or No</td> <td></td> </tr> </table> <p>By signing below, I confirm that I am a representative of the Bidder identified above, and that I have read and understood the Point-Rated Technical Criteria described in the bid solicitation.</p>			R-005	Yes or No	
	R-005				
Yes or No					
Representative of the firm	Name: Title: Phone: Email: Signature: Date:				

Solicitation No. - N° de l'invitation 2B0KB-123147	Amd. No. - N° de la modif. File No. - N° du dossier 100XK.2B0KB-123147	Buyer ID - Id de l'acheteur 100XK CCC No./N° CCC - FMS No/ N° VME
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FORM 5

GCMSS CERTIFICATION FORM FOR MANDATORY TECHNICAL CRITERIA

INFORMATION SUBMISSION FORM								
Bidder	Name:							
	Address:							
<p>The Bidder must enter "Yes" or "No", for the Mandatory Technical Criteria (M-004 and M-005) in the table below. If the Bidder does not enter "Yes" or "No" for the Mandatory Technical Criterion, the response will be deemed to be "No" for the Mandatory Technical Criterion.</p> <p>By responding "Yes" in the table below to the Mandatory Technical Criterion, the Bidder claims that it meets the requirement and substantiates its claim specified for the Mandatory Technical Criterion.</p> <p>By responding "No" in the table below to the Mandatory Technical Criterion, the Bidder agrees that it does not meet the requirement for the Mandatory Technical Criterion.</p> <p><u>Mandatory Technical Criteria:</u></p> <table border="1"> <tr> <td></td> <td>M-004</td> <td>M-005</td> </tr> <tr> <td>Yes or No</td> <td></td> <td></td> </tr> </table> <p>By signing below, I confirm that I am a representative of for the Bidder identified above, and that I have read and understood the Mandatory Technical Criteria described in the bid solicitation.</p>				M-004	M-005	Yes or No		
	M-004	M-005						
Yes or No								
Representative of the firm	Name: Title: Phone: Email: Signature: Date:							