

MAIL BIDS TO – RETOURNER LES SOUMISSIONS À :

Hamid Mohammad
 Contracting Authority | Autorité contractante
 Shared Services Canada | Services partagés
 Canada
 180 Kent Street, 13th floor, #K073
 Ottawa, Ontario K1P 0B6

DRAFT REQUEST FOR PROPOSAL**DEMANDE DE PROPOSITION****Proposal To: Shared Services Canada**

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

Proposition aux: Services partagés Canada

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

Comments - Commentaires

This document contains Security Requirements.

Ce document contient des exigences sécuritaires.

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 180 Kent Street, 13th floor, #K073
 Ottawa, Ontario K1P 0B6

<i>Title – Sujet</i> Data Centre Co-location Services (DCCS)	
<i>Solicitation No. – N° de l'invitation</i> 10032992	<i>Date</i> TBD
<i>Client Reference No. – N° référence du client</i> 13-1075	
<i>File No. – N° de dossier</i> CAE10032992	
Solicitation Closes – L'invitation prend fin at – à 11 :59 PM on – le TBD	Time Zone Fuseau horaire Eastern Daylight Saving Time (EDT)/ Heure Avancée de l'Est (HAE)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Hamid Mohammad	Buyer Id – Id de l'acheteur CAE
Telephone No. – N° de téléphone :	FAX No. – N° de FAX Not applicable
Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	
Vendor/firm Name and address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date _____

**DRAFT BID SOLICITATION
DATA CENTRE CO-LOCATION SERVICES (DCCS)
FOR
SHARED SERVICES CANADA**

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List of Annexes to the Resulting Contract:

Annex A	Statement of Requirements
Annex B	Pricing Tables (For the RFP purposes information is included in

	Attachment 4.1: DCCS Evaluation Framework and Process noted below and the source EXCEL filename "Annex B-1 Pricing Table.xls"
Annex C	Security Requirements Check List
Annex D	Requisition on Contract Sample
Annex E	Timeline - Facility Validation & Client In-Service Dates
Annex F	In-Service & Service Implementation Liquidated Damages
Annex G	Federal Contractors Program for Employment Equity – Certification (if applicable)
Annex H	Sample – Table 5, The Consumer Price Index Reference

List of Attachments to Part 4 (Evaluation Procedures):

- Attachment 4.1: DCCS Evaluation Framework and Process
Including an Microsoft Excel source filename: Annex B-1 Pricing Table.xls

Forms:

- Form 1 - Bid Submission Form

BID SOLICITATION FOR DATA CENTRE CO-LOCATION SERVICES (DCCS) FOR SHARED SERVICES CANADA

PART 1 GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other 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 Requirements, In-Service & Service Implementation Liquidated Damages, Evaluation and Contractor Selection Methodology, Security Requirements Check List, Requisition on Contract Sample, Timelines and the Pricing Tables and related attachment.

1.1 Summary

This bid solicitation is being issued by Shared Services Canada (SSC) only to the Successful Respondents of the ITQ phase. SSC, hereafter referred to as "the Client", has a requirement as detailed herein to acquire highly available, existing commercial data centre co-location services. The service must be delivered from one single location within a range of not less than 10 kilometres in a straight line distance from Angus, Ontario and not more than 100 kilometres of fibre installed network distance as measured from Angus, Ontario.

A co-location service is defined as a service provisioned from a controlled and managed data centre space, where multiple customers locate and administer their own network, server and storage equipment and interconnect to a variety of telecommunications and other network service provider(s) with a minimum of cost and complexity.

The requirement to acquire existing secure highly reliable data centre capacity through the use of this co-location service will be:

- a) based on industry accepted standards and criteria, with environmentally responsible design and operation, and delivers continuous, uninterrupted data centre support for IT processing as described herein;

- b) physically located to enable high availability fail over of IT processing subsystems between primary data centres and the co-location service, through use of telecommunications protocols as described herein;
- c) configured to accommodate a range of IT power requirements from 250 Kilo-Volt Amperes (kVA) up to 2,000 kVA, and a range of rack power densities from 5 to 20 KVA, and stand alone IT equipment densities of up to 150 VA per square foot, as described herein;

The Contractor must meet the following implementation timeframes:

- a) The Client Fit-up Date is defined as the date the Contractor's co-location service is deemed to have successfully completed the Client Data Hall Acceptance Testing Procedure and is no more than 70 calendar days after contract award. The Client Fit-up Date is the beginning of the client activities required to configure the co-location service ready to accept Client workloads.
- b) The Client In-Service Date is 100 calendar days after contract award and is defined as the date that the Contractor will commence billing the Client for the co-location base service.

The bid solicitation will seek to select a single highest ranking bidder subject to a number of proposed mandatory, technical and financial criteria and may result in the award of a contract.

The resulting contract will be used by SSC to provide shared services to its clients, that include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract Period, and those other organizations for whom SSC's services are optional at any point during the Contract Period and that choose to use those services from time to time. It is intended to result in the award of a contract for 10 years, plus 3 five-year irrevocable options 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.

There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other 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 (<http://www.pwgsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) Website.

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

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 or 2004, whichever is applicable to this bid solicitation.

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity – Certification.”

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

PART 2 BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

2.1.1 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1.2 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.

The 2003 (2013-06-01) 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. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).

2.1.3 Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”

2.1.4 Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:

- a) Delete: sixty (60) days
- b) Insert: Four hundred (400) days

2.1.5 Section 7 is replaced by the following:

1. A bid delivered to the specified address after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to a Delivery Service Company. Delivery Company means an incorporated courier company, Canada Post Corporation, or a national equivalent of a foreign country). The only pieces of evidence relating to a delay that are acceptable are:
 - a) a cancellation date stamp; or
 - b) a courier bill of lading; or
 - c) a date stamped label
 that clearly indicates that the bid was received by the Delivery Company before the bid closing date.
2. Postage meter imprints, whether imprinted by the Bidder or the Delivery Company are not acceptable as proof of timely mailing.

2.1.6 Section 10 of the 2003 (2012-11-19) Standard Instructions – Goods and Services – Competitive Requirements is amended by:

1. changing the title to read “Legal Capacity and Ownership and Control Information”;
2. numbering the first paragraph as number 1.; and
3. adding the following paragraphs to the section:

2. The Bidder must provide, if requested by the Contracting Authority, the following information as well as any other requested information related to the ownership and control of the Bidder, its owners, its management and any related corporations and partnerships:

- (a) An organization chart for the Bidder showing all related corporations and partnerships;
- (b) A list of all the Bidder's shareholders and/or partners, as applicable; if the Bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner; and

- (c) A list of all the Bidder's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Bidder is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner.

In the case of a joint venture Bidder, this information must be provided for each member of the joint venture. The Contracting Authority may also require that this information be provided in respect of any subcontractors specified in a bid.

3. For the purposes of this section, a corporation or partnership will be considered related to another party if:

- (i) they are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;
- (ii) the entities have now or in the two years before the closing date had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (iii) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

Section 12 of the 2003 (2012-11-19) Standard Instructions – Goods and Services – Competitive Requirements is amended by adding the following subsection 4:

4. Canada also reserves the right to reject a bid where Canada is of the opinion that awarding the contract to the Bidder could be injurious to the national interest or to national security.

2.1.7 Section 17 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is deleted in its entirety.

2.1.8 For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

2.2 Submission of Bids

2.2.1 Bids must be submitted only to Shared Services Canada by the date, time and place indicated on page 1 of the bid solicitation.

2.2.2 Due to the nature of the bid solicitation, bids transmitted by facsimile to Shared Services Canada will not be accepted.

2.2.3 Vendors intending to submit a bid are requested to notify the Contracting Authority by email (email address can be found on page 1 of the solicitation document), prior to the bid closing date, indicating their intention to submit a bid.

2.3 Enquiries - Bid Solicitation

2.3.1 All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

2.3.2 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.

2.4 **Volumetric Data**

The projected reserve power (low, baseline and high) data has been provided to Bidders, for evaluation purposes only, in order to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the DCCS will be consistent with this data. It is provided purely for proposal evaluation purposes.

2.5 **Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Note to Bidders: 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. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.

PART 3 BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- 3.1.1.1 Section I: Technical Bid (3 hard copies) and 3 soft copies on DVD
- 3.1.1.2 Section II: Financial Bid (3 hard copies) and 3 soft copies on DVD
- 3.1.1.3 Section III: Certifications (2 hard copies)
- 3.1.1.4 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.
- 3.1.1.5 Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

3.1.2 Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- 3.1.2.1 use 8.5 x 11 inch (216 mm x 279 mm) paper;
- 3.1.2.2 use a numbering system that corresponds to the bid solicitation;
- 3.1.2.3 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
- 3.1.2.4 include a table of contents.

3.1.3 Canada's Policy on Green Procurement: In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 3.1.3.1 use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
- 3.1.3.2 use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

3.1.4 Submission of Only One Bid from a Bidding Group:

- 3.1.4.1 The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will choose in its discretion which bid to consider.
- 3.1.4.2 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:
 - 3.1.4.2.1 they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - 3.1.4.2.2 they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - 3.1.4.2.3 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

- 3.1.4.2.4 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.

3.1.5 Joint Venture Experience:

Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totalling 3 years. Such a response would be declared non-responsive.

3.2 Section I: Technical Bid

3.2.1 In their technical bid, bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.2.2 The technical bid consists of the following:

3.2.2.1 Technical Bid: In their technical bid, respondents should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Respondents should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, respondents may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.2.2.2 Bid Submission Form: Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

3.2.2.3 Implementation Plan: The Bidder must include a proposed implementation plan, which demonstrates that the Bidder meets all the mandatory requirements for

implementation described in the Statement of Requirements and meeting the reporting requirements outlined in section 4.0 of the Statement of Requirements.

- 3.2.2.4 Description of the Bidder's Maintenance and Support Services: The Bidder must include a description of its maintenance and support services for the proposed facility, which must be consistent with all the requirements described in the Resulting Contract Clauses, including the Statement of Requirement.

3.3 Section II: Financial Bid

- 3.3.1 Pricing:** Bidders must submit their financial bid in accordance with the Pricing Tables *in Annex B* and according to the instructions provided in attachment 4.1. 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. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

- 3.3.2 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.

- 3.3.3 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.

3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5

3.5 Section IV: Additional Information

3.5.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country



PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 4.1.1** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- 4.1.2** An evaluation team composed of representatives of SSC will evaluate the bids. 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.
- 4.1.3** SSC has engaged Samson and Associates as a fairness monitor for this procurement. The fairness monitor will not be part of the evaluation team, but will observe the evaluation of the bids with respect to Canada's adherence to the evaluation process described in this bid solicitation.
- 4.1.4** In addition to any other time periods established in the bid solicitation:
- 4.1.4.1 Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - 4.1.4.2 Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
 - i. verify any or all information provided by the Bidder in its bid; OR
 - ii. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder, the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
 - 4.1.4.3 Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

- (a) The evaluation process for the technical bid is described in Attachment 4.1.

4.2.1.1

4.2.2 Point-Rated Technical Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Attachment 4.1.

4.3 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Bid Price using the completed Pricing Tables in Annex B completed and submitted by the bidders.

- 4.3.1** The financial evaluation process is described in Attachment 4.1.



4.3.2 Mandatory Financial Criteria

4.3.2.1 SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

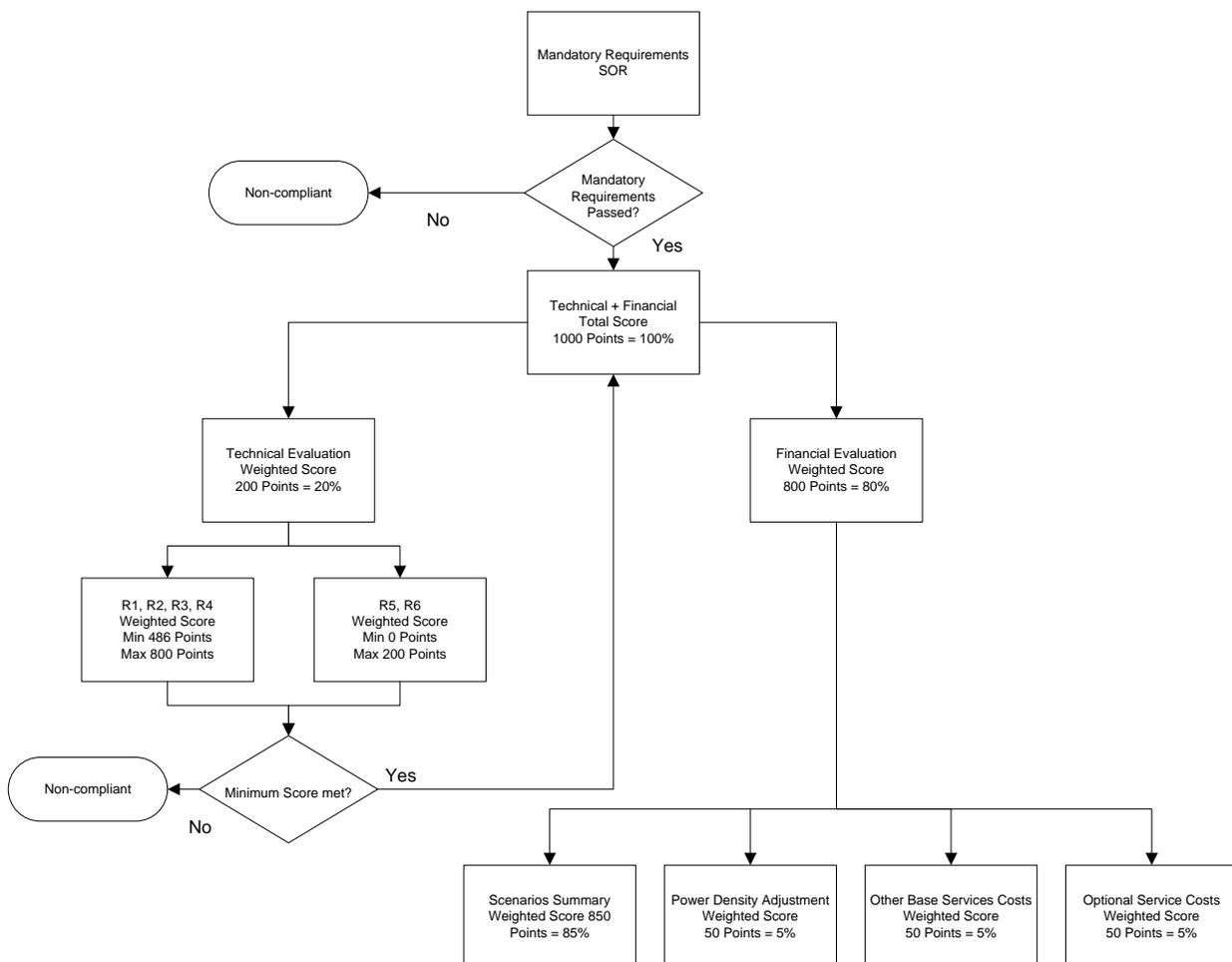
4.3.3 Point-Rated Financial Criteria

The Bids will receive a Bid Ranking relative to one another based on the Total Prices for certain pricing components identified in Attachment 4.1.

4.3.4 Formulae in Pricing Tables

If the pricing tables provided to bidders include any formulae, Canada may re-input the original data as provided by bidders in accordance with article 3.1 (a) into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

The following flow chart depicts a snapshot of the overall technical and financial evaluation process:



4.4 Ranking of Bidders:



The top-ranked responsive proposal will be determined based on the proposal which has met all mandatory criteria, has met or exceeded all the required minimum pass marks of the rated requirements and offers the Highest Responsive Combined Rating of Technical Merit and Price calculated as follows. Twenty percent (20%) of the points will be available for the technical proposal and eighty percent (80%) of the points will be available for the price proposal. To complete this calculation the following formula is used:

$$\frac{\text{Overall score obtained in technical evaluation (by the Bidder)}}{100} \times 20\% = (\text{Total 1})$$

$$\frac{\text{Lowest responsive total evaluated financial score}}{\text{Total Evaluated Score of the Bidder's proposal}} \times 80\% = (\text{Total 2})$$

(Total 1) + (Total 2) = COMBINED RATING OF TECHNICAL MERIT AND PRICE

4.5 Proof of Proposal

Once the Technical and Financial Evaluations have been completed, Canada will conduct a proof of Proposal in regard to the proposed data centre facility as identified in the Invitation to Qualify (ITQ) for this procurement process, by the Bidder who has the highest combined rating of technical merit and prices. The Bidder must provide all the documentation as set out in the Proof of Proposal table 2.0 below as part of their bid submission. The Proof of Proposal must be conducted by the Bidder, at no cost to Canada. The Bidder will be given 3 business days from the date the Bidder is given written notification by Canada to proceed with this phase.

Despite the written bid, if Canada determines during its site visit and review of the Proof of Proposal documentation submitted by the Bidder that the Bidder's proposed solution does not meet the mandatory requirements of the bid solicitation, the bid will be declared non-responsive and Canada may at its discretion proceed to authorize the next top-ranked Bidder to proceed to Proof of Proposal.

4.5.1 Proof of Capability

- 4.5.1.1 The Bidder will be responsible to set a schedule for a site visit of the proposed facility that must be conducted no more than 14 calendar days later from notification by the Contracting Authority.
- 4.5.1.2 The site visit will consist of a detailed walkthrough and visual inspection of the Bidder's proposed facility by the Technical authority and its representatives (e.g. Client Security Officer, data centre facilities experts), to validate compliance with the requirements as stated in the Statement of Work.

Table 2.0

Proof of Proposal Requirements	
Requirement	Submission Requirement
1. The Bidder must identify the location of the proposed facility	The Bidder must provide a civic address and the latitude and longitude for the facility
2. The Bidder must provide the facility and service in a range of not less than 10km in a straight line distance from Angus, Ontario.	The Bidder must provide proof that the proposed location is not less than 10km in straight line distance from the required coordinates, as evidenced by cartography
3. The Bidder must provide the facility and service not more than 100km of fibre network distance as measured from Angus, Ontario.	The Bidder must provide proof that the proposed location is not farther than 100km of dark fibre run as measured from the required coordinates as evidenced by signed



	statements from 2 telecommunications carriers.
4. The Bidder must provide the co-location service from a facility using as a primary source of hydro independent from the hydro source at Angus, Ontario	The Bidder must provide signed statements from the hydro utility that the proposed location is serviced from a different hydro sub-station than that servicing Angus, Ontario.
5. The Bidder must provide the co-location service from a facility that deploys the Uptime Institutes Tier III topology or equivalent	The Bidder's facility will be assessed by the Client to determine if the Bidder's documented evidence supports Uptime Tier III equivalency. The Bidder's documented evidence has been supplied in response to the Uptime Tier III equivalency checklist completed during ITQ.
6. The Bidder must deliver the DCCS from a location that minimizes the impact of potential hazardous situations, such as but not limited to a flood plain, railway or highway used to transport hazardous materials, and adjacent uses, including but not limited to chemical plants and warehouses.	<p>The Bidder must submit a Risk assessment of the site location which identifies any risks associated with the location, and outlines the mitigation measures that the Bidder will implement to minimize the risk of damages to the DCCS facility</p> <p>The Risk Assessment must provide assurances that the Bidder has conducted reasonable due diligence and developed sound mitigation measures for the following risks:</p> <ol style="list-style-type: none"> 1. Natural Hazard Threats: Including proximity to flood hazard areas, waterways, earthquake zones, etc.; 2. Environmental Contamination Threats: Proximity to hazardous materials manufacturing, storage and railway or highway used to transport hazardous materials.

4.6 Basis of Selection

4.6.1

- (a) 1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) obtain the required minimum points for the technical evaluation criteria which are subject to point rating; and
 - (d) successfully complete the requirements of the Proof of Proposal as described in Section 4.5 above.
2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive and will be given no further consideration by the Crown.
- (b) 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.
- (c) In the event of identical Total Bidder Scores, then the bid with the highest Final Financial Score will be recommended for award of a contract.



PART 5 CERTIFICATIONS

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

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

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

5.1 Mandatory Certifications Required Precedent to Contract Award

5.1.1 Code of Conduct and Certifications – Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications – Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

5.2 Additional 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.



5.2.1 Code of Conduct Certifications – Certifications Required Precedent to Contract Award

- 5.2.1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.
- 5.2.1.2 The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form – PWGSC-TPSGC 229](#)) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.



PART 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

6.1.1 Security Requirement **Security Clearance Requirement – mandatory at contract award**

6.1.1.1.1 The following conditions must be met at contract award.

- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7.6.2 – Resulting Contract Clauses described within the attached draft bid solicitation;
- (ii) the Bidder 's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7.6.2 – Resulting Contract Clauses described within the attached draft bid solicitation
- (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (iv) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7.6.2 – Resulting Contract Clauses of the attached draft bid solicitation.
- (v) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding, it is requested that this information be provided in the Submission Form.

6.1.1.1.2 For additional information on security requirements, Bidder should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Website.

6.1.1.1.3 In the case of a joint venture, each member of the joint venture must meet the security requirements.

6.1.1.1.4 Failure to comply with this request will be declared non-responsive.

6.1.1.1.5 Canada will not delay its procurement in order to provide time for bidders to obtain the required security clearances.

6.1.2 Security Clearance Requirement - mandatory at 12 months from ITQ close

6.1.2.1.1 The following conditions should be met 12 months from the ITQ closing date.

- (i) the resulting Contractor must hold a valid organization security clearance as indicated in Part 7.6.3 – Resulting Contract Clauses described within the attached draft bid solicitation;
- (ii) the resulting Contractor 's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Part 7.6.3 – Resulting Contract Clauses described within the attached draft bid solicitation
- (iii) the resulting Contractor must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- (iv) the resulting Contractor proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7.6.3 – Resulting Contract Clauses of the attached draft bid solicitation.
- (v) the resulting Contractor must provide the address(es) of proposed location(s) of work performance or document safeguarding, it is requested that this information be provided in the Submission Form.



- 6.1.2.1.2 In the event the contractor does not meet the above conditions within the specified period, a 15-day extension may be granted with possible additional 15-day extension at Canada's discretion. If a Contractor still doesn't fulfil the Security Clearance requirement, Canada reserves the right to withdraw up to \$1.3M from the holdback and from the line of credit as per the Financial Security clause. In addition, Canada may terminate the Contract prior to the Contract Period defined in the resulting terms and conditions of the Contract and may award the Contract to the next highest ranking bidder. In this scenario, the maximum Canada may retain is up to \$550,000. However, if there were no compliant bids and as a result Canada has to retender, Canada may retain up to the full amount of \$1.3M.
- 6.1.2.1.3 For additional information on security requirements, respondents should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Website.
- 6.1.2.1.4 In the case of a joint venture, each member of the joint venture must meet the security requirements.
- 6.1.2.2 Failure to comply with this requirement will constitute a default under any resulting contract that may be issued during a subsequent phase of this solicitation process.
- 6.1.2.3 the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses;
- 6.1.2.4 the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 – Section IV Additional Information.
- 6.1.3** Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 6.1.4** For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Website.
- 6.1.5** In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.
- 6.2 Financial Capability**
- 6.2.1** SACC Manual clause A9033T (2012-07-16) Financial Capability applies, 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 also 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 one or more parent companies grant a performance guarantee to Canada."
- 6.2.2** In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

PART 7 RESULTING CONTRACT CLAUSES

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

7.1 Requirement

7.1.1 _____ (the “**Contractor**”) agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirements, in accordance with, and at the prices set out in, the Contract. This includes:

- (i) providing the Data Centre Co-location Services (DCCS) described in the Contract;
- (ii) providing optional goods and services described in the Contract, as and when requested by Canada

7.1.2 Client: Under the Contract, the “Client” is Shared Services Canada (“SSC”), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC’s services are mandatory at any point during the Contract Period, and those other organizations for whom SSC’s services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.

7.1.3 Reorganization of Client: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

7.1.4 Defined Terms: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:

- (i) any reference to the “**Contract Award Date**” (or words of similar effect) refers to the date on which this Contract is issued by the Client, as evidenced by the date on the first page of this Contract;
- (ii) any reference to the “**Ready for Use Date (RFU)**” (or words of similar effect) refers to the date the Contractor has met their obligations in regard to the requirements in section 4.4 of Annex A and must be no later than 30 calendar days after contract award.
- (iii) any reference to the “**Client Fit-up Date**” (or words of similar effect) refers to the date the Co-location services has successfully completed the Client Data Hall accepting and testing procedure as described in 4.4.4 of Annex A.
- (iv) any reference to the “**Initial Contract Period**” (or words of similar effect) refers to the period between the Contract Award Date and the Client In-Service Date;
- (v) any reference to the “**Client In-Service Date**” (or words of similar effect) refers to the dates specified below and the first billable day for the client will coincide with the client in-service date.

Client	Client In-Service Date
Shared Services of Canada	No later than 100 calendar days after the Contract award.



7.1.4.1 Any reference to the “**Client In-Service Contract Period**” (or words of similar effect) will be the end date calculated starting from the Client In-Service date for a period of 10 years.

7.2 **Optional Goods and/or Services**

7.2.1 The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

7.2.2 The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.3 **Requisition on Contract**

(a) **Purpose of ROC:** Goods and services to be provided under the Contract on an as-and-when-requested basis will be ordered by Canada using a Requisition on Contract (“**ROC**”).

(b) **Process for Issuing a ROC:** If a requirement is identified, a draft ROC will be prepared by the Technical Authority and sent to the Contractor. Once it receives the draft ROC, the Contractor must submit a quotation to the authority identified in the ROC detailing the cost and time to complete the task. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for providing the quotation or for providing other information required to prepare and issue the ROC. The Contractor must provide any information requested by Canada in relation to the preparation of a ROC within 10 working days of the request.

(c) **Approval Process:** If Canada approves the Contractor's quotation, Canada (by its authorized representative, as described in this Article) will issue the ROC by forwarding a signed copy of the final ROC form to the Contractor. Whether or not to approve or issue a ROC is entirely within Canada's discretion.

(d) **Authority to Issue a ROC:** All ROCs must be issued directly by the Contracting Authority.

(e) **Contents of a ROC:** The ROC must contain the following information, if applicable:

- (i) a ROC number;
- (ii) the details of any financial coding to be used;
- (iii) type, quantity and description of services/goods being ordered;
- (iv) a description of deliverables/reports to be submitted;
- (v) a schedule indicating completion dates for major work activities (where applicable) and/or submission dates for deliverables/reports;
- (vi) the interval during which the work is to be carried out (beginning and end dates) or delivery date(s);
- (vii) milestone dates for deliverables and payments (if applicable);
- (viii) the number of person-days of effort required;
- (ix) the specific work location or delivery location;
- (x) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum ROC price (and, for maximum price Requisitions on Contract, the ROC must indicate how the final amount payable will be determined; where the ROC 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
- (xi) any other constraints that might affect the performance of the work.



7.3.1 Charges for Work under a ROC: The Contractor must not charge Canada and Canada shall not be liable to pay anything more than the price set out in the ROC unless Canada has issued a ROC 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.

7.3.2 Consolidation of ROCs for Administrative Purposes: The Contract may be amended from time to time to reflect all ROCs issued and approved by the Contracting Authority to date, to document the Work performed under those ROCs for administrative purposes.

7.4 Minimum Work Guarantee

7.4.1 In this clause,

"**Maximum Contract Value**" means the amount specified in the "**Limitation of Expenditure**" clause set out in the Contract (excluding GST/HST); and

"**Minimum Contract Value**" means \$----- minimum financial commitment under the Contract and becomes effective on the Client In-Service Date.

7.4.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

7.4.3 In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

7.4.4 Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract

7.4.4.1 for default;

7.4.4.2 for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or

7.4.4.3 for convenience within ten business days of Contract award.

7.5 Standard Clauses and Conditions

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

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

7.5.1 General Conditions:

7.5.1.1 2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract. These General Conditions are amended as follows:

Section 2 of the General Conditions is amended as follows: delete "Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16"



7.6 Security Requirement For Canadian Supplier

7.6.1 The following security requirement (SRCL and related clauses) applies and forms part of the Contract.

7.6.2 FILE # 10032992/A

7.6.2.1 The Contractor/Offeror must, at Contract award and until the conditions of Part 7.6.3 are met, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

7.6.2.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor/Offeror personnel MAY NOT HAVE ACCESS to (CLASSIFIED/PROTECTED) information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.

7.6.2.3 Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.

7.6.2.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

7.6.2.5 The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) Industrial Security Manual (Latest Edition).

7.6.3 FILE # 10032992/B

7.6.3.1 The Contractor/Offeror must, from the time that this condition is met and at all times henceforth during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved Document safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

7.6.3.2 The Contractor/Offeror personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CISD, PWGSC. Until the security screening of the Contractor/Offeror personnel required by this Contract/Standing Offer has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor/Offeror personnel MAY NOT HAVE ACCESS to CLASSIFIED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.

7.6.3.3 Processing of CLASSIFIED information electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.

7.6.3.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

7.6.3.5 The Contractor/Offeror must comply with the provisions of the:



- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) Industrial Security Manual (Latest Edition).

7.6.4 Security Clearance Requirement - mandatory at 12 months from ITQ close

The Security Requirement covered in 7.6.3 should be met 12 months from the ITQ closing date. In the event the contractor does not meet within the specified period, a 15-day extension may be granted with possible additional 15-day extension at Canada's discretion. If a Contractor still doesn't fulfil the Security Clearance requirement, Canada reserves the right to withdraw up to \$1.3M from the holdback and from the line of credit as per the Financial Security clause. In addition, Canada may terminate the Contract prior to the Contract Period defined in the resulting terms and conditions of the Contract and may award the Contract to the next highest ranking bidder. In this scenario, the maximum Canada may retain is up to \$550,000. However, if there were no compliant bids and as a result Canada has to retender, Canada may retain up to the full amount of \$1.3M.

7.6.5 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number/Street Name, Unit/Suite/Apartment Number

City, Province, Territory/State

Postal Code/Zip Code

Country

7.6.6 Changes to IT Products/Subcontractors during Contract Period

7.6.6.1 Assessment of New Products:

- (a) At any time during the Contract Period, if the Contractor or any of its subcontractors intends to deploy new products (i.e., any hardware, software or firmware that was not on the IT Products List approved by Canada as part of the Supply Chain Security Information assessment during the procurement process), the Contractor must first obtain the written approval of the Technical Authority. This applies to new products to be deployed on Canada's network, on the Contractor's infrastructure or backbone that will be interconnected with Canada's network, or on a third party's infrastructure or backbone that will be interconnected with Canada's network. In all these cases, Canada reserves the right to conduct a complete, independent security assessment of the new products; the Contractor must, if requested by the Contracting Authority, provide any information that Canada requires to perform its assessment.
- (b) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is provided by the Contractor or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the proposed new product.
- (c) Canada may in its discretion refuse consent with respect to any new product being deployed on its own network or on any network interconnected with Canada's network. Prior to doing so, Canada will provide the Contractor with the opportunity to make representations within 10 days of receiving notice from the Contracting Authority. The Contractor may propose, for example, mitigation measures for Canada's consideration. Canada will then make a final determination. Any determination made by Canada will constitute a decision with respect to



the proposed product and its proposed use under this Contract, and does not mean that the same product would necessarily be assessed in the same way if proposed to be used for another purpose or in another context.

7.6.6.2 Identification of New Security Vulnerabilities:

- (a) The Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. At any time during the Contract Period, if Canada notifies the Contractor that, in Canada's opinion, any product being used in the Contractor's solution (including use by a subcontractor) could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, then the Contractor must:
- i. provide Canada with any further information requested by the Contracting Authority so that Canada may perform a complete assessment;
 - ii. if requested by the Contracting Authority, propose a migration plan (including a schedule) to an alternative product. If Canada agrees with the migration plan, the migration will be documented in a contract amendment; and
 - iii. if required by the Contracting Authority, immediately cease deploying the identified product(s) in Canada's network and in any infrastructure or backbone of the Contractor (or any of its subcontractors) that does or will interconnect with Canada's network. For products that have already been deployed, the Contractor must identify and/or remove (as required by the Contracting Authority) the product(s) from Canada's network and from any infrastructure or backbone of the Contractor (or any of its subcontractors) that does or will interconnect with Canada's network.
- (b) Any cost implications related to a demand by Canada to cease deploying or to remove a particular product or products will be considered and negotiated in good faith by the Parties on a case-by-case basis and may be the subject of a contract amendment. However, despite any such negotiations, the Contractor must immediately cease deploying and/or remove the product(s) as required by the Contracting Authority. The negotiations will then continue separately. The Parties agree that, at a minimum, the following factors will be considered in their negotiations, as applicable:
- i. evidence from the Contractor of how long it has owned the product;
 - ii. evidence from the Contractor of how much it paid for the product;
 - iii. the normal useful life of the product;
 - iv. any "end of life" or other announcements from the manufacturer of the product indicating that the product is or will no longer be supported;
 - v. the normal useful life of the proposed replacement product;
 - vi. the time remaining in the Contract Period;
 - vii. whether or not the existing product or the replacement product is or will be used exclusively for Canada or whether the product is also used to provide services to other customers of the Contractor or its subcontractors.

Additionally, if requested by the Contracting Authority, the Contractor must submit a cost breakdown, once any work related to the change has been completed. The cost breakdown must contain an itemized list of all applicable cost elements related to the change required by the Contracting Authority and must be signed and certified as accurate by the Contractor's most senior financial officer, unless stated otherwise in writing by the Contracting Authority. Supporting information must be available in sufficient detail for each cost element to allow for a complete audit. In no case will any reimbursement of any expenses of the Contractor (or any of its subcontractors) exceed the demonstrated out-of-



pocket expenses directly attributable to Canada's requirement to cease deploying or to remove a particular product or products.

- (c) The process described in this Article applies regardless of whether the product was previously approved by Canada.
- (d) The process described in this Article may apply to a single product, to a set of products, or to all products manufactured or distributed by a particular supplier.
- (e) The process described in this Article will also apply if Canada identifies security concerns (including concerns regarding the subcontractor's financial or other stability) regarding any of the subcontractors being used by the Contractor, although Canada acknowledges that the cost considerations will be different and may include factors such as the availability of other subcontractors to complete the work.
- (f) Any service levels that are not met due to a transition to a new product or subcontractor pursuant to this Article will not trigger a penalty, nor will they be taken into consideration for overall metric calculations, provided that the Contractor implements the necessary changes in accordance with the migration plan approved by Canada.
- (g) If the Contractor becomes aware that any third party is deploying products subject to security concerns on Canada's network or any network interconnected to Canada's network, the Contractor must immediately notify both the Contracting Authority and the Technical Authority.

7.7 Change of Control

- (a) At any time during the Contract Period, if requested by the Contracting Authority, the Contractor must provide to Canada:
 - (i) an organization chart for the Contractor showing all related corporations and partnerships; for the purposes of this sub-article, a corporation or partnership will be considered related to another party if:
 - (A) they are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;
 - (B) the entities have now or in the two years before the request for information had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (C) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
 - (ii) a list of all the Contractor's shareholders and/or partners, as applicable; if the Contractor is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner;
 - (iii) a list of all the Contractor's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Contractor is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner; and
 - (iv) any other information related to ownership and control that may be requested by Canada.

If requested by the Contracting Authority, the Contractor must provide such information regarding its subcontractors as well.

- (b) The Contractor must not permit a "change of control" in the Contractor itself without first obtaining the written consent of the Contracting Authority. In the case of a joint venture Contractor, this applies to a change of control of any of the joint venture's corporate or partnership members. In the case of



a Contractor that is a partnership or limited partnership, this requirement also applies to any corporation or limited partnership that is a partner.

- (c) The Contractor must also advise the Contracting Authority of:
- (i) any proposed change of control in any parent corporation or partnership of the Contractor, up to the ultimate owner; and
 - (ii) any proposed change of control in any subcontractor performing any part of the Work.

The Contractor must provide this notice as soon as possible before the change of control takes place and, in any event, by no later than 10 days after any change of control taking place.

- (d) In this Article, a “change of control” includes but is not limited to a direct or indirect change in the effective control of the corporation or partnership, whether resulting from a sale, encumbrances, or other disposition of the shares (or any form of partnership units) by any other means.
- (e) If Canada determines in its sole discretion that a change of control (either in the Contractor itself or any of its parents, up to the ultimate owner) is not acceptable to Canada, Canada may withhold its consent to such change in the case of a change of control in the Contractor, or advise the Contractor that the change of control is unacceptable in the case of a change of control in one of the Contractor’s parents. Canada will not be required to provide its reasons, if those reasons are related to national security. If Canada either withholds its consent with respect to a change of control in the Contractor, or considers a change of control in any of the Contractor’s parents, up to the ultimate owner, to be unacceptable, then:
- (i) if the change of control has already occurred, the Contract will be considered to have been terminated for default on the effective date of the change of control or on a later date chosen by Canada; or
 - (ii) if the change of control has not yet occurred, but the Contractor proceeds despite Canada’s decision not to consent or notice that it considers the change of control to be unacceptable, Canada will be entitled to terminate the Contract for default.

The rights of the parties on termination for default are governed by the Section entitled “Default by the Contractor” of the General Conditions; Canada will not be required to provide an opportunity to cure in respect of a default related to a change of control.

- (f) If Canada determines in its sole discretion that a change of control in a subcontractor is unacceptable, Canada will notify the Contractor. Canada will not be required to provide its reasons, if those reasons are related to national security. If Canada considers a change of control in any subcontractor to be unacceptable, then the Contractor must, within 30 days, arrange for another subcontractor, acceptable to Canada, to perform the portion of the Work being performed by the existing subcontractor (or the Contractor must perform this portion of the Work itself). If the Contractor fails to do so within this time period, this will constitute a default and Canada will be entitled to terminate the Contract for default with no further opportunity to cure.

7.8 Contract Period

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

- 7.8.1.1 The “**Initial Contract Period**”, as defined in 1.1 above; and
- 7.8.1.2 The “**Client In-Service Contract Period**”, as defined in 1.1 above; and
- 7.8.1.3 The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.



7.8.2 Option to Extend the Contract:

- 7.8.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 5-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- 7.8.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor at least 365 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 Delivery Date

All the deliverables must be received in accordance with the timelines and dates specified in Annex A and as summarized in Annex E.

7.10 Authorities

7.10.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Hamid Mohammad
 Title: Supply Team Leader
 Shared Services Canada
 Procurement Vendor Relationships
 Address: 180 Kent St., 13th floor, #K073, Ottawa, ON, K1P 0B6
 Telephone:
 E-mail address: Consultationspc.sscconsultation@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.

7.10.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

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

7.10.3 Contractor's Representative

(Fill in or delete as applicable)

7.11 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.12 Payment



The first billable day for the Client will coincide with the Client In-Service Date, referenced in section 7.1.

Basis of Payment

7.12.1 Base Service Rate (Cost per Volt Amp Per Month) calculated using tables 2a, 2b and 3 in Annex B: For providing the DCCS in accordance with the Contract, Canada will pay the Contractor on a monthly basis in arrears, greater of:

- 7.12.1.1 the initial baseline reserve power identified in the Annex A, Statement of Requirement, article 2.2.3 multiplied by the base service volt amp per month set out in Annex "B" identified in Table 2a.
- 7.12.1.2 Sum of the measured daily peak volt amps for a month divided by the number of days in the month, multiplied by the base service volt amp per month rate set out in Annex "B" identified in Table 2a.

7.12.2 Base Service Rate - Power Adjustment Factor. The Base Service Rate identified in 7.12.1 will be subject to an adjustment factor based on Client initiated changes in the Baseline Reserve Power as described in Table 2b in Attachment 4.1. The fixed rates will be applied pro-rata to the fixed and variable components of the Base Service Rate for the purposes of applying any price reset calculations as set out in 7.12.4 below.

7.12.3 Base Service Rate - Power Density Adjustment Factor. The Base Service Rate identified in 7.12.1 will be subject to an adjustment factor based on client initiated changes in IT equipment density as described in Table 3.0 in Attachment 4.1. The fixed rates will be pro-rata to the fixed and variable components of the Base Service Rate for the purposes of applying any price reset calculation as set out in section 7.12.4 below.

7.12.4 Consumer Price Index (CPI) - Five Year Price Reset.

Canada will allow for certain rates/prices as set out in the Basis of Payment to be adjusted by the Canadian Consumer Price Index (CPI) at the end of each 5 years of the Client In-service Date not to exceed a CPI increase of more than 10%.

(A) **Source:** The Consumer Price Index for Canada, all-items, not seasonally adjusted, historical data published by Statistics Canada will be used to determine the CPI rates and is accessible at: <http://www.statcan.gc.ca/pub/62-001-x/2013004/t040-eng.htm> (For current table, see Annex H)

(B) **Calculation of the CPI Price Reset Rate:** A 5 year CPI rate will be calculated using the month column in each of the corresponding years as referenced in the source document. The 5 year period is calculated using the month and year that represents a 3 months prior to the 1st Client In-Service anniversary Date ending 3 months prior to the 5th year Client In-Service anniversary Date. Subsequent 5 year price reset calculation would be using the same methodology, except that 5 years or 60 months will be added to the beginning and end period. For example, 2nd price reset would be from period 3 months prior to the 5th year Client In-Service anniversary Date to the 3 months prior to the 10th year Client In-Service anniversary Date, and this methodology would be used until the end of the Contract Period.

For example, if the contract was awarded in March 2008 and the Client In-Service Date was any date in June 2008, therefore the 1st Client In-service anniversary date would fall in the month of June 2009. The CPI Price Reset Rate would be compounded using the CPI rates for March 2009 (i.e. 3 months prior to the 1st Client In-Service anniversary Date) and taking into account the 4 consecutive years rates for the same month, such as March 2010, March 2011, March 2012 and March 2013. Using the rates published in the source document these rates result in a compounded CPI of 8.8% (rounded to one decimal). Effective June 2013, the rates would be adjusted by a CPI factor of 8.8%.



Month / Year	CPI published Rate
Mar 2009	1.2 %
Mar 2010	1.4 %
Mar 2011	3.3 %
Mar 2012	1.9 %
Mar 2013	1 %

(C) Application: The CPI price reset will be applicable to only the following Basis of Payment components:

- i. the Variable Cost Component of the Base Service Costs identified in Table 2A of Annex B; and
- ii. the ceiling rates will be adjusted as per CPI price reset calculation for Professional Services identified in Tables 4.0 and 5.0 of Annex B.

Clarification is provided in the following example:

For example, if the base service cost is 80 cents and the breakdown is 40 cents fixed and 40 cents variable then the ratio is 50:50. If the adjustment to the base service cost from Table 2b is 10 cents then, based on the 50:50 ratio, 5 cents is applied to the variable cost and 5 cents is applied to the fixed cost. Therefore the CPI change every 5 years will be applied to the variable cost of 45 cents as part of the evaluation. In the resulting contracts, this pro-rata division will continue to apply as outlined in Part 7 - Resulting Contract Clauses, article 7.11 Payment.

7.12.5 Professional Services provided under a Requisition on Contract with a Maximum Price, Table 4.0 and Table 5.0 in Annex B: For professional services requested by Canada, in accordance with an approved *Requisition on Contract*, Canada will pay the Contractor, in arrears, up to the Maximum Price for the ROC, for actual time worked and any resulting deliverables in accordance with the ceiling all-inclusive hourly rates set out in Annex B, Pricing Tables, GST/HST extra. The ceiling hourly rate(s) is subject to downward adjustment only.

7.12.6 GST/HST: Estimated Cost: \$_____

7.12.7 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.

7.12.8 Purpose of Estimates: All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

7.12.9 Limitation of Expenditure

7.12.9.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

7.12.9.2 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:

- 7.12.9.2.1 it is 75 percent committed, or
- 7.12.9.2.2 4 months before the Contract expiry date, or
- 7.12.9.2.3 as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- 7.12.9.3 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.

7.13 Method of Payment for Requisitions on Contract with a Maximum Price: For each ROC issued under the Contract that contains a maximum price:

7.13.1 Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.

7.13.2 Once Canada has paid the maximum ROC price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the ROC, all of which is required to be performed for the maximum ROC price. If the work described in the ROC is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum ROC price, Canada is only required to pay for the time spent performing the work related to that ROC.

7.14 Method of Payment for Requisitions on Contract with a Firm Price - Lump Sum Payment on Completion:

7.14.1 Canada will pay the Contractor upon completion and delivery of all the Work associated with the ROC in accordance with the payment provisions of the Contract if:

- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada;
- (iii) the Work delivered has been accepted by Canada.

7.15 Method of Payment for Base Service Costs effective from the Client In-Service Date.

7.15.1 For the Base Service Costs defined herein, Canada will make monthly payments in accordance with the payment provisions of the Contract, but no more than once a month for costs incurred in the performance of the Work, for up to fifty (50) percent of the amount claimed and approved by Canada if:

- (i) an accurate and complete invoice, including Client volt amp consumption metrics for the month, and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (ii) all such documents have been verified by Canada;
- (iii) the Work delivered has been accepted by Canada; and
- (iv) the amount claimed is in accordance with the basis of payment.

Release of Holdback. The balance of the monthly amount payable of **50 percent** denoted as holdback will be paid in full in accordance with the payment provisions of the Contract subject to obtaining the required Security clearance as defined in article 7.6 under this resulting Contract.



Once successfully meeting the requirement and accepted by Canada, the Contractor must submit a holdback invoice to the Contracting Authority requesting the release of the holdback amount.

At such time, the Contracting Authority will issue an amendment to the contract to authorize payment be made at **100 percent** of the amount claimed and approved by Canada for the remainder of the Contract Period.

7.16 Time Verification

7.16.1.1.1 C0711C (2008-05-12)

7.17 Payment Credits

7.17.1 Non-Conformity: If at any time the Work provided does not meet the Service Levels ("Non-Conformity"), the Contractor shall expeditiously determine the cause of the Non-Conformity, shall take all actions to correct the Non-Conformity, and shall advise Canada as soon as the Non-Conformity has been corrected, all in accordance with the terms of this Contract.

7.17.2 Late Delivery: If the Contractor does not deliver the deliverables or perform the services within the time specified in the Contract, the Contractor must provide a credit to Canada in accordance with the table identified in the Liquidated Damages, Annex F.

7.17.3 Credits for Failure to Meet Minimum Service Level: If the deliverables do not meet the Minimum Service Levels in any given month, Canada will be entitled to a credit in the amounts specified in the referenced Annex A.

7.17.4 Credits for Failure to Meet Response Time Requirements: If the Contractor does not meet the Response Time requirements in the SOR, Annex A, in any given month, Canada is entitled to a credit in the amounts specified in the document.

7.17.5 Professional Services: If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.

7.17.6 Corrective Measures: If any credits are 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 describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.

7.17.7 Termination for Failure to Meet Minimum Availability Level: In addition to any other rights it has under the Contract, Canada may terminate the Contract for default by giving the Contractor written notice of its intent, if any of the following apply:

- (A) 3 Priority 1 Critical Incidents as defined in Schedule A of Annex A have occurred within any period of 365 consecutive days ; or
- (B) 3 Priority 1 Critical Security Incidents as defined in Schedule B of Annex A have occurred within any period of 365 consecutive days ; or
- (C) the corrective measures required of the Contractor described above are not met.

This termination will be effective when the notice period expires.

7.17.8 Credits Apply during Entire Contract Period: The Parties agree that the credits apply throughout the Contract Period, including during implementation.

7.17.9 Credits represent In-Service & Service Implementation Liquidated Damages : The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.



7.17.10 Canada's Right to Obtain Payment: The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.

7.17.11 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.

7.17.12 Audit Rights: The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

7.18 Invoicing Instructions

7.18.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.

7.18.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

7.18.3 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.

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

7.18.5 In the event that Canada is entitled to a Service Credit due to any Non-Conformity, the Service Credit will be applied to the invoices to be issued to Canada in respect of the Work in question in an amount as set out in Annex F, In-Service & Service Implementation Liquidated Damages, from the time of the Contractor's receipt of Canada's notification of such Non-Conformity.

7.18.6 The Contractor must include adjustments for Service Credits owing to Canada in the invoice that follows the month after the month in which the Service Credits accrue.

7.19 Certifications

7.19.1 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.

7.19.2 Federal Contractors Program for Employment Equity – Default by the Contractor

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

7.20 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:

- 7.20.1 these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement; general conditions 2035 (2013-06-27) General Conditions - Higher Complexity - Services;
 - 7.20.2 Annex A Statement of Requirements;
 - 7.20.3 Annex B, Pricing Tables;
 - 7.20.4 Annex C, Security Requirements Check List;
 - 7.20.5 the signed Requisitions on Contract (including all of their annexe, if any);
 - 7.20.6 the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*), 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;
 - 7.20.7 the Contractor's Proof of Proposal dated _____ (*insert date*).
- 7.21 **Foreign Nationals (Canadian Contractor)**

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

7.22 **Foreign Nationals (Foreign Contractor)**

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

7.23 **Insurance Requirements**

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

7.24 **Limitation of Liability - Information Management/Information Technology**

7.24.1 This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

7.24.2 **First Party Liability:**

- 7.24.2.1 The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - 7.24.2.1.1 any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
 - 7.24.2.1.2 physical injury, including death.



- 7.24.2.2 The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- 7.24.2.3 Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- 7.24.2.4 The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under subparagraph 7.24.2.1.1 above.
- 7.24.2.5 The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract including:
 - 7.24.2.5.1 any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - 7.24.2.5.2 any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph 7.24.2.5.2 of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$ 1,000,000.
 - 7.24.2.5.3 In any case, the total liability of the Contractor under subparagraph 7.24.2.5 will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000, whichever is more.
 - 7.24.2.6 If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

7.24.3 Third Party Claims:

- 7.24.3.1 Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- 7.24.3.2 If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article 3.1, with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.



7.24.3.3 The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article 3.

7.25 Security Deposit Service Implementation, Acceptance and Transition/Migration

7.25.1 The mandatory timelines associated with Service Implementation, Facility Acceptance and Client Transition and Migration as set out within this Contract and the Statement of Requirements are summarized at Annex “E”. The Contractor must meet each of these timelines. The Contractor acknowledges that should it fail to meet any of these timelines, Canada will suffer substantial damages.

7.26 Financial Security

7.26.1 SACC Manual clause E0008C (2008-05-12) Security Deposit Definition

7.27 Contract Financial Security

7.27.1 For not meeting the Client Fit-up Date

- (a) The Contractor must provide Canada with Contract Financial Security (CFS) in the amount of \$2,000,000 (enter specific Client amount) within 6 working days of the date on which this Contract has been awarded. If, for any reason, Canada does not receive, within the specified period, the CFS in the amount set out above, Canada may terminate this Contract immediately without further notice to the Contractor.
- (b) The CFS will be used as security for damages sustained by Canada in the event the Contractor is in default of its obligations under the Contract. Such amount shall not constitute a limit on Canada’s ability to recover damages for such default.
- (c) The Contractor acknowledges that Canada will sustain substantial damages as a result of Contractor’s default of its obligations and agrees that Canada will draw down on the CFS in the event that the Contractor fails to deliver on time the following deliverables:

Deliverables	Schedule	Draw Down by Client
Contractor fails to meet the Client Fit-up Date	For every 15 calendar day period, or part thereof, the Client Fit-up Date is not met	\$ 90,000

- (a) In this clause:
 - (i) “Contract Financial Security” is an irrevocable standby letter of credit, meaning any arrangement, however named or described, whereby an approved financial institution (the “Issuer”), acting at the request and on the instructions of a customer (the “Applicant”), or on its own behalf, is to make a payment to or to the order of Canada, as the beneficiary, or is to accept and pay bills of exchange drawn by Canada, or authorizes another financial institution to effect such payment, or accept and pay such bills of exchange, or authorizes another financial institution to negotiate, against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with.
 - (ii) “approved financial institution” is
 - (A) any corporation or institution that is a member of the Canadian Payments Association;
 - (B) Subject to (H) below, a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the “Régie de l’assurance-dépôts du Québec” to the maximum permitted by law;
 - (C) a credit union as defined in the Income Tax Act; or



- (D) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by Canada in right of a province.

The letter of credit must:

- (A) state the face amount which may be drawn against it;
 - (B) be maintained for the duration of the Contract Period at (refer to the table and enter the specific Client dollar amount) whether or not payment has been made to the Receiver General for Canada during the the Contract Period;
 - (C) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
 - (D) provide that more than one written demand for payment may be presented;
 - (E) provide that it is subject to the International Chamber of Commerce Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;
 - (F) clearly specify that it is irrevocable or deemed to be irrevocable in accordance with the ICC Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and
 - (G) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and be on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
 - (H) be issued by a branch of the approved financial institution located in the National Capital Area, unless the financial institution does not have a branch in the National Capital Area.
- (a) Upon the Contractor successfully meeting the Client In-Service Date the Contract Authority will release a portion of the Contract Financial Security to reduce the amount to \$1,000,000;
 - (b) The CFS will be removed on the 2nd anniversary of each client's in-service date, provided there is no amount drawn from the CFS. In the event, an amount was drawn, Canada will have the sole discretion to maintain the CFS for the remainder of the Contract Period.

7.27.2 For not successfully obtaining and meeting the Security Requirement the CFS could potentially also be used to supplement the delta for monies held back (7.15.1) and the remaining amount up to a maximum of \$1.3M.

7.28 **Joint Venture Contractor**

- (a) The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
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.
- (b) 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.



- (c) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (d) 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.
- (e) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

7.29 Reporting Requirements

The Contractor must provide the following deliverables to the Technical Authority and/or Contracting Authority at the following times at a minimum:

Annex A Statement of Requirements Article / Title Description	Reporting Frequency and/or Delivery Dates	Technical Authority or designate	Contracting Authority
2.1.8 (g) Surveillance Video	On request and provided within 24-hours	Yes	Not Required
2.2.1 (k) Under-Floor Cleaning and Notification	Once a year 90-calendar days advance notice	Yes	Not Required
3.1.1 Service Desk Requirements	40 calendar days after Contract Award Date	Yes	Not Required
3.1.2 Incident Management Requirements	40 calendar days after Contract Award Date	Yes	Not Required
3.1.3 Problem Management Requirements	40 calendar days after Contract Award Date	Yes	Not Required
3.1.4 Change Management Requirements	40 calendar days after Contract Award Date	Yes	Not Required
3.1.4 Monthly Change Report in accordance with Appendix E	Within 15 calendar days after the end of each calendar month commencing at the Client In-Service Date	Yes	Not Required
3.2.1 Planning Management Requirement	40 calendar days after Contract Award Date	Yes	Not Required
3.2.1 Planning Management Quarterly Meetings	Each calendar quarter commencing at the Client In-Service Date	Yes	Not Required
3.2.2 Service Level Management	Beginning on the Client In-Service date Within 15 calendar days after each calendar month	Yes	Not Required
3.2.2. Monthly Meeting - Monthly Service Report	Commencing with the Client In-Service date Meeting each calendar month	Yes	As required
3.2.2 Quarterly Meetings - Service Reports	Quarterly in each of the following months: February, May and August, November	Yes	As required
3.2.2. Meeting Minutes	Within 7 calendar days of the meeting having taken place	Yes	As required
3.2.3 Financial Management, Expenditure Reports	On the 15th day of each month commencing the	Yes	Yes



Annex A Statement of Requirements Article / Title Description	Reporting Frequency and/or Delivery Dates	Technical Authority or designate	Contracting Authority
	month after the Client In-Service date		
3.2.4 Capacity Management Requirements	40 calendar days after Contract Award Date	Yes	Not Required
3.2.4 (g) Contractor Facility Capacity Report	Monthly, within 15 calendar days of the following month commencing at the Facility Acceptance Date	Yes	Not Required
3.2.4 (h) Client Capacity Report	Monthly, 15 calendar days following the end of the month commencing at the Client In-Service Date	Yes	Not Required
3.2.5 Availability Management - Contractor Facility Monitoring Requirements	40 calendar days after Contract Award Date	Yes	Yes
3.3.1 Security Management Facility Security Processes	40 calendar days after Contract Award Date	Yes	Yes
3.3.1. (e) - Security Access Report	Within 2 hours of the time the request is made	Yes	Not Required
4.1 Project Management Plan	Within 7 calendar days from the Contract Award Date	Yes	Yes
4.2 Kick Off Meeting	Within 10 calendar days from the Contract Award Date	Yes	Yes
4.3 Monthly Status Reports and Meetings	25th of every month beginning on the Contract Award Date	Yes	Yes
4.4.3 Client Data Hall Design	15 calendar days after Contract Award Date	Yes	No
4.4.5 Client Transition Planning	No less than 40 calendar days after Contract Award Date and all sub-activities to be completed 60 calendar days after Contract Award Date		

7.30 Representations and Warranties

The Contractor made statements regarding its and its proposed resources' experience and expertise in its bid that resulted in the award of the Contract and the issuance of ROC's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through ROC's. 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.

7.31 Access to Canada's Property and Facilities

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the



Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.32 **Alternative Dispute Resolution (ADR)**

NEGOTIATION FOLLOWED BY MEDIATION OR ARBITRATION OR LITIGATION, INCLUDING THE ADMINISTRATIVE TRIBUNAL OPTION

The parties agree to meet, negotiate in good faith, and attempt to resolve, amicably, without litigation, any dispute arising out of or related to this contract or any breach thereof. If the parties are unable to resolve the dispute through negotiations within ten (10) working days, then if the parties mutually agree, they may attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator jointly selected by the parties. All costs are equally shared between the disputing parties.

If the dispute cannot be resolved through negotiation, or, if agreed upon, mediation, the parties shall have the right to resort to any remedies permitted by law.

All defenses based on the passage of time shall be tolled pending the termination of the mediation, should mediation be undertaken.



ANNEX A

STATEMENT OF REQUIREMENT

Note to Bidders: Annex A, Statement of Requirement is provided as a separate document in PDF format.



ANNEX B DCCS PRICING TABLES

Note to Bidders: Annex B, Pricing Tables is provided as attached.



ANNEX C

SECURITY REQUIREMENTS CHECK LIST

(See attached)

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

ANNEX D

REQUISITION ON CONTRACT
See Attached

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

ANNEX E

TIMELINE - FACILITY VALIDATION & CLIENT IN-SERVICE DATES

See Attached

Solicitation No. - N° de l'invitation

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Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client

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ANNEX F

In-Service & Service Implementation Liquidated Damages Attached

ANNEX G
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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ANNEX H

SAMPLE – TABLE 5, THE CONSUMER PRICE INDEX REFERENCE

Annex 4

Statistics Canada

Home > Publications > 62-001-X > The Consumer Price Index > Tables

Table 5

The Consumer Price Index for Canada, all-items CPI, not seasonally adjusted, historical data

[PDF](#) | [Symbols](#) | [Next table](#) | [Previous table](#)

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Annual average ¹
	2002=100												
Indexes (v41690973)													
1994	86.1	85.4	85.4	85.4	85.2	85.4	85.7	85.8	85.9	85.7	86.2	86.3	85.7
1995	86.6	87.0	87.2	87.5	87.7	87.7	87.9	87.7	87.8	87.7	88.0	87.8	87.6
1996	88.0	88.1	88.5	88.7	89.0	89.0	89.0	89.0	89.1	89.3	89.7	89.7	88.9
1997	89.9	90.1	90.2	90.2	90.3	90.5	90.5	90.6	90.6	90.6	90.5	90.4	90.4
1998	90.9	91.0	91.1	91.0	91.3	91.4	91.4	91.4	91.2	91.6	91.6	91.3	91.3
1999	91.5	91.6	92.0	92.5	92.7	92.9	93.1	93.3	93.6	93.7	93.6	93.7	92.9
2000	93.5	94.1	94.8	94.5	94.9	95.5	95.8	95.7	96.1	96.3	96.6	96.7	95.4
2001	96.3	96.8	97.1	97.8	98.6	98.7	98.4	98.4	98.6	98.1	97.2	97.4	97.8
2002	97.6	98.2	98.9	99.5	99.7	99.9	100.5	100.9	100.9	101.2	101.5	101.1	100.0
2003	102.0	102.8	103.1	102.4	102.5	102.5	102.6	102.9	103.1	102.8	103.1	103.2	102.8
2004	103.3	103.5	103.9	104.1	105.0	105.1	105.0	104.8	105.0	105.2	105.6	105.4	104.7
2005	105.3	105.7	106.3	106.6	106.7	106.9	107.1	107.5	108.4	107.9	107.7	107.6	107.0
2006	108.2	108.0	108.6	109.2	109.7	109.5	109.6	109.8	109.2	109.0	109.2	109.4	109.1
2007	109.4	110.2	111.1	111.6	112.1	111.9	112.0	111.7	111.9	111.6	111.9	112.0	111.5
2008	111.8	112.2	112.6	113.5	114.6	115.4	115.8	115.6	115.7	114.5	114.1	113.3	114.1
2009	113.0	113.8	114.0	113.9	114.7	115.1	114.7	114.7	114.7	114.6	115.2	114.8	114.4
2010	115.1	115.6	115.6	116.0	116.3	116.2	116.8	116.7	116.9	117.4	117.5	117.5	116.5
2011	117.8	118.1	119.4	119.8	120.6	119.8	120.0	120.3	120.6	120.8	120.9	120.2	119.9
2012	120.7	121.2	121.7	122.2	122.1	121.6	121.5	121.8	122.0	122.2	121.9	121.2	121.7
2013	121.3	122.7	122.9	122.7	..	..	..	..	..	..	..	..	..
Percentage change from the corresponding month of the previous year (v41690973)													
1994	1.3	0.1	0.2	0.2	-0.2	0.0	0.1	0.1	0.2	-0.2	-0.1	0.2	0.1
1995	0.6	1.9	2.1	2.5	2.9	2.7	2.6	2.2	2.2	2.3	2.1	1.7	2.2
1996	1.6	1.3	1.5	1.4	1.5	1.5	1.3	1.5	1.5	1.8	1.9	2.2	1.5
1997	2.2	2.3	1.9	1.7	1.5	1.7	1.7	1.8	1.7	1.5	0.9	0.8	1.7
1998	1.1	1.0	1.0	0.9	1.1	1.0	1.0	0.9	0.7	1.1	1.2	1.0	1.0
1999	0.7	0.7	1.0	1.6	1.5	1.6	1.9	2.1	2.6	2.3	2.2	2.6	1.8
2000	2.2	2.7	3.0	2.2	2.4	2.8	2.9	2.6	2.7	2.8	3.2	3.2	2.7
2001	3.0	2.9	2.4	3.5	3.9	3.4	2.7	2.8	2.6	1.9	0.6	0.7	2.5
2002	1.3	1.4	1.9	1.7	1.1	1.2	2.1	2.5	2.3	3.2	4.4	3.8	2.2
2003	4.5	4.7	4.2	2.9	2.8	2.6	2.1	2.0	2.2	1.6	1.6	2.1	2.8
2004	1.3	0.7	0.8	1.7	2.4	2.5	2.3	1.8	1.8	2.3	2.4	2.1	1.8
2005	1.9	2.1	2.3	2.4	1.6	1.7	2.0	2.6	3.2	2.6	2.0	2.1	2.2
2006	2.8	2.2	2.2	2.4	2.8	2.4	2.3	2.1	0.7	1.0	1.4	1.7	2.0
2007	1.1	2.0	2.3	2.2	2.2	2.2	2.2	1.7	2.5	2.4	2.5	2.4	2.2
2008	2.2	1.8	1.4	1.7	2.2	3.1	3.4	3.5	3.4	2.6	2.0	1.2	2.3
2009	1.1	1.4	1.2	0.4	0.1	-0.3	-0.9	-0.8	-0.9	0.1	1.0	1.3	0.3
2010	1.9	1.6	1.4	1.8	1.4	1.0	1.8	1.7	1.9	2.4	2.0	2.4	1.8
2011	2.3	2.2	3.3	3.3	3.7	3.1	2.7	3.1	3.2	2.9	2.9	2.3	2.9
2012	2.5	2.6	1.9	2.0	1.2	1.5	1.3	1.2	1.2	1.2	0.8	0.8	1.5
2013	0.5	1.2	1.0	0.4	..	..	..	..	..	..	..	..	..

Note(s): See "Data quality, concepts and methodology — Explanatory notes for tables" section.

Date modified: 2013-05-17

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Attachment 4.1
DCCS Evaluation Framework and Process Attached

FORM - 1 BIDDER FORMS

BID SUBMISSION FORM													
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>													
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name</td> <td style="width: 70%;"></td> </tr> <tr> <td>Title</td> <td></td> </tr> <tr> <td>Address</td> <td></td> </tr> <tr> <td>Telephone #</td> <td></td> </tr> <tr> <td>Fax #</td> <td></td> </tr> <tr> <td>Email</td> <td></td> </tr> </table>	Name		Title		Address		Telephone #		Fax #		Email	
Name													
Title													
Address													
Telephone #													
Fax #													
Email													
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>													
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 2 of the bid solicitation entitled Former Public Servant Certification for a definition of "Former Public Servant".	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> 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 2 entitled "Former Public Servant Certification" </td> <td style="width: 50%;"></td> </tr> <tr> <td> Is the Bidder a FPS who received a lump sum payment under the terms of the work force adjustment directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification" </td> <td></td> </tr> </table>	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 2 entitled "Former Public Servant Certification"		Is the Bidder a FPS who received a lump sum payment under the terms of the work force adjustment directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"									
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 2 entitled "Former Public Servant Certification"													
Is the Bidder a FPS who received a lump sum payment under the terms of the work force adjustment directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant Certification"													
Canadian Content Certification As described in the solicitation, bids with at least 80% Canadian content are being given a preference. <i>[For the definition of Canadian goods and services, consult the PWGSC SACC clause A3050T]</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"> On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i>: </td> </tr> <tr> <td style="width: 80%;"> At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation) </td> <td style="width: 20%;"></td> </tr> <tr> <td> Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation) </td> <td></td> </tr> </table>	On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :		At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)		Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)							
On behalf of the bidder, by signing below, I confirm that <i>[check the box that applies]</i> :													
At least 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)													
Less than 80 percent of the bid price consists of Canadian goods and services (as defined in the solicitation)													

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> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i>	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 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. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
Signature of Authorized Representative of Bidder	

Annex B DCCS Pricing Table

File #RFP

Summary Table

Bidder Summary Table 10.0	Table 9.0	Table 3.0	Table 4.0	Table 5.0
	Scenarios Summary	Power Density Adjustment	Other Base Services Costs	Optional Services
Bidder Summary Points	13	-40	0	0
Value of Financial Evaluation	85%	5%	5%	5%
Points Available	850	50	50	50

Table 9.0: Scenarios Summary

<i>EXPLANATION</i>				Total Contract Value	Fixed Term Contract Value	Fixed Contract Weight	Options Contract Value	Options Contract Weight	Total Weighted	Growth Weights	Total Points	Weighted Value
SSC												
Years	10	+5+5+5	Total			75%		25%				
Low	from "Scenario1" Tab as the total cost for the 10 year fixed low growth projection for SSC	Is populated from "Scenario1" Tab as the total cost for the 15 year Option low growth projection for SSC	Total contract cost for SSC for 10 year fixed + 15 option years: Sum B12 and C12	Total contract value for SSC for 10 year fixed + three 5 year options: Total of D12	Total 10 year fixed term contract value for SSC populated from: B12	Evaluation weighting applied to fixed term value: F12*G11/100,000 to get a point value	Total 15 year option term contract value for the Client populated from: C12	Evaluation weighting applied to Option term value: H12*I11/100,000 to get a point value	Total weighted points calculated from the fixed contract points & the Option contract points	Evaluation weighting applied to value of low growth projection	Growth weighting applied to total weighted points: J12*K12 to get a total point value	The sum of the three growth scenario total points for Scenario 1: L12+L13+L14
Projected	Numbers calculated the same as above except using the 'Projected Growth Power Projections in KVA' chart from the "Scenario1" Tab											
High	Numbers calculated the same as above except using the 'High Growth Power Projections in KVA' chart from the "Scenario1" Tab											

SCENARIO 1 (10, +5+5+5)				Total Contract Value	Fixed Term Contract Value	Fixed Contract Weight	Options Contract Value	Options Contract Weight	Total Weighted	Growth Weights	Total Points	Weighted Value
SSC												
Years	10	+5+5+5	Total			75%		25%				
Low	\$1,020,000	\$1,800,000	\$2,820,000	\$2,820,000	\$1,020,000	7.65	\$1,800,000	4.50	12.15	10%	1.22	13.04
Projected	\$1,110,000	\$1,800,000	\$2,910,000	\$2,910,000	\$1,110,000	8.33	\$1,800,000	4.50	12.83	75%	9.62	
High	\$1,365,000	\$1,800,000	\$3,165,000	\$3,165,000	\$1,365,000	10.24	\$1,800,000	4.50	14.74	15%	2.21	

Total Weighted Value

13.04

Table 1.0: One-Time Transition Costs

	One-Time Transition Costs
Category of Cost	
Development of Client Data Hall design and space layout	-
Power distribution design	-
Network cable management design	-
Development of transition schedule	-
Installation and fit-up of the Client Data Hall	-
Provision and installation of racks including RPDU's	-
Provision, installation and fit-up of power to the Client racks and stand alone equipment	-
Provision, installation and fit-up of cooling to the Client racks and stand alone equipment	
Provision and installation of network cabling to the Client racks and stand alone equipment	-
Testing power connections	-
Testing network connections	-
Provision and installation cable management trays	-
Secure temporary storage of client equipment, as required	-
Uncrating the Client equipment	-
Disposing of the crating materials	-
Moving the Client equipment to the Client Cage Area	-
Totals:	\$0

Table 2A - Base Services Costs			Scenario in Contract Length (Years)	
			1	
			Fixed	Options
Cost Item	Annual index		10	+5+5+5
FIXED COSTS				
	0%		\$0.01	\$0.01
	0%		\$0.00	\$0.00
	0%		\$0.00	\$0.00
	0%		\$0.00	\$0.00
	0%		\$0.00	\$0.00
	0%		\$0.00	\$0.00
	0%		\$0.00	\$0.00
	0%		\$0.00	\$0.00
Fixed cost Total			\$0.01	\$0.01
VARIABLE COSTS				
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
Variable cost Total			\$0.00	\$0.00
Totals:			\$0.01	\$0.01

Table 2b:
Ranges of potential Client power requirements in excess of
the Baseline Reserve Power (in KVA)

Increments is excess of the Baseline Reserve Power	Adjustment to Base Service Cost	Example
0 to 99	\$0.00	\$0.00
100 to 199	\$0.00	\$0.00
200 to 299	\$0.00	\$0.00
300 to 399	\$0.00	\$0.00
400 to 499	\$0.00	-\$0.02
500 to 599	\$0.00	-\$0.02
600 to 699	\$0.00	-\$0.02
700 to 799	\$0.00	-\$0.02
800 to 899	\$0.00	-\$0.04
900 to 999	\$0.00	-\$0.04
1000 to 1099	\$0.00	-\$0.04
1100 to 1199	\$0.00	-\$0.04
1200 to 1299	\$0.00	-\$0.06
1300 to 1399	\$0.00	-\$0.06
1400 to 1499	\$0.00	-\$0.06
1500 to 1599	\$0.00	-\$0.06
1600 to 1699	\$0.00	-\$0.08
1700 to 1799	\$0.00	-\$0.08
1800 to 1899	\$0.00	-\$0.08
1900 to 1999	\$0.00	-\$0.08
2000 plus	\$0.00	-\$0.10

Table 3.0: Power Density Adjustment

Change in Average Density from Baseline (in va/sqft)	Adjustment to Base Service Cost	Example	Weight	Points
221 +	\$0.00	-\$0.07	5%	0.0000
181 - 220	\$0.00	-\$0.05	20%	0.0000
141- 180	\$0.00	-\$0.03	35%	0.0000
101 - 140	-\$0.01	-\$0.01	40%	-0.0040
100 va/sqft				0.0000
Note: For evaluation purposes the starting average density (100 va/sqft) will be used for all years when performing calculations in Table 9.0		Weighted Total	100%	-0.0040
		Score		-40

Table 4.0: Other Base Services Costs

Identified Service	Ceiling Hourly Rate	Markup on Material	Points
Provide and install client racks including power distribution and RPDUs (section 5 a)	\$0.00	0.0%	0
Install client equipment with proprietary requirements for power, cabling and cooling (section 5 b)	\$0.00	0.0%	0
Testing power connections (section 5 c)	\$0.00	0.0%	0
Install cable management trays (section 5 d)	\$0.00	0.0%	0
Installation of network cabling to the Client Cage Area termination point (section 5 e)	\$0.00	0.0%	0
Cabling services (section 5 f)	\$0.00	0.0%	0
Testing network connections (section 5 g)	\$0.00	0.0%	0
Electrician's Services (section 5 h)	\$0.00	0.0%	0
Total Score:			0

Table 5.0: Optional Services Costs

Identified Service	Ceiling Hourly Rate	Markup on Material	Points
Equipment Support Services (Section 6.1)	\$0.00	0.0%	0
Installation of Client computing equipment (Section 6.2.1)	\$0.00	0.0%	0
Removal of Client computing equipment (Section 6.2.2)	\$0.00	0.0%	0
Total Score:			0



Gouvernement du Canada / Government of Canada

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

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 10032992LA
Security Classification / Classification de sécurité Unclassified

MD

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
 Non Oui

If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

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

Special comments:
 Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 10032992/A
Security Classification / Classification de sécurité Unclassified

MS

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

For users completing the form manually use the summary chart below to indicate the category(les) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 10032992/B
Security Classification / Classification de sécurité Unclassified

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

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



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 10032992/B	YHX
Security Classification / Classification de sécurité Unclassified	

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

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

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

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

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

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

Special comments:
 Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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





Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat 10032992/B
Security Classification / Classification de sécurité Unclassified

YTH

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

REQUISITION ON A CONTRACT (ROC)				
SAMPLE				
ALL INVOICES, SHIPPING BILLS, AND PACKING SLIPS MUST SHOW THE FOLLOWING AGREEMENT REFERENCE NUMBERS:				CONTRACT NUMBER:
ORDER OFFICE NUMBER	ORGANIZATION	FINANCIAL ENCUMBRANCE NUMBER	REQUISITION NUMBER	ROC NO:
TO: Contractor: Address:		TO THE CONTRACTOR: You are requested to supply the following services and or goods, in accordance with the terms of the above referenced contract. The ROC shall be used only to order the following services or goods: In accordance with the Contract. Only services / goods identified in the contract shall be supplied against this Requisition on a Contract. Each request will be invoiced separately. Each Invoice shall be prepared in accordance with the instructions set out in the Contract. _____ Date Name and Signature		
DELIVER TO:				
DELIVERY DATE:		STATEMENT OF WORK:		
SECURITY:				
PERIOD OF REQUISITION ON CONTRACT:		From: To:		
BALANCE LEFT ON CONTRACT PRIOR TO THIS ROC:		\$ _____ GST/HST Extra		
ESTIMATED VALUE OF THIS REQUISITION ON CONTRACT:		\$ _____ GST/HST Included		
ESTIMATED BALANCE LEFT:		\$ _____ GST/HST Included		

BASIS OF PAYMENT:

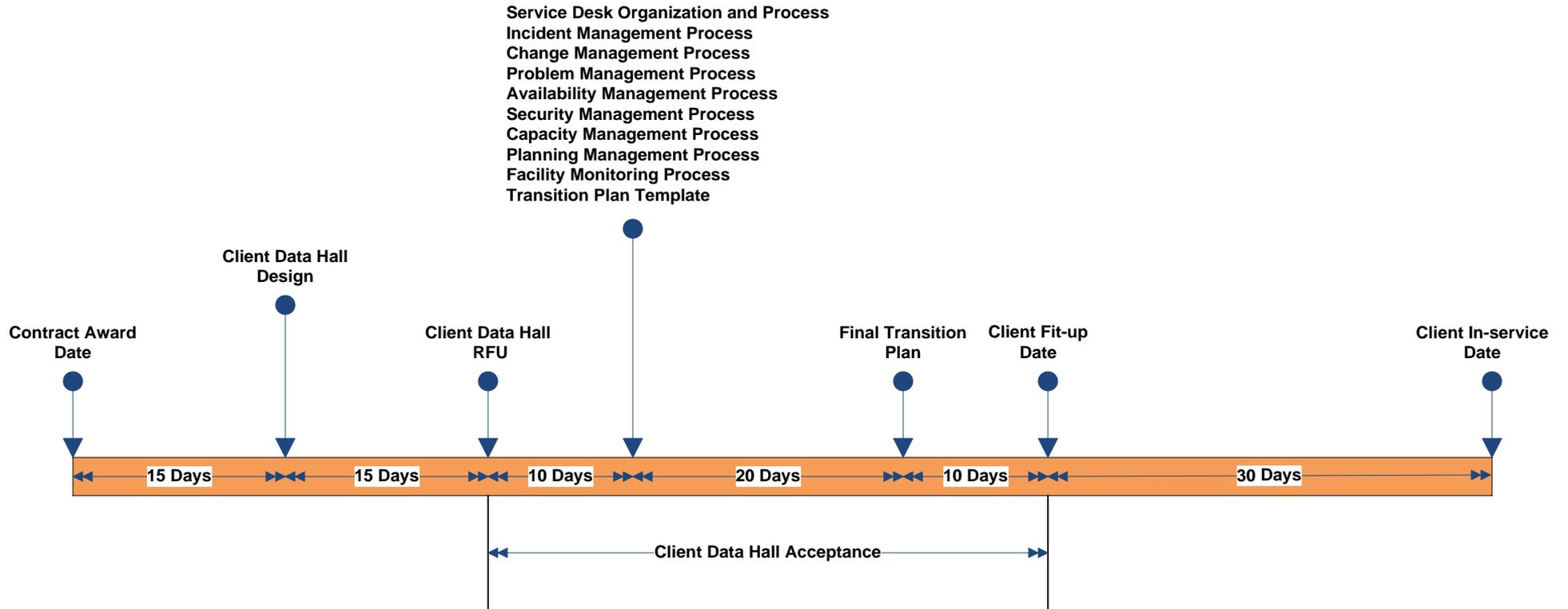
FOR THE SUPPLY OF PARTS: The Contractor shall be paid as per the terms of Table 4.0 or Table 5.0, Destination, including all customs duties, GST/HST extra for the supply of the equipment as listed below.				
Description Including Part # if applicable	Quantity	Firm Unit Price	Markup on Material	Total
Estimated Cost for Parts				
Plus GST/HST				
Total for parts including GST/HST(A)				

FOR THE PROVISION OF PROFESSIONAL SERVICES: The Contractor shall be paid firm all-inclusive hourly rate for the following resource, GST and HST extra. Preauthorized travel and living expenses will be reimbursed in accordance with the Treasury Board travel Directive. Partial days shall be prorated based on the actual hours worked based on 7.5 hours workday.			
Resource Category	Estimated Number of hours	Firm all-inclusive hourly rate not to exceed the Ceiling Rates set out in the Basis of Payment	Total
Estimated Cost for Professional Services			
Plus GST/HST			
Total for Professional services including GST/HST (B)			

Total price Approved for this ROC including GST/HST (A +B)	
The Contractor shall not charge Canada for any costs exceeding this total price unless Canada has issued a ROC amendment authorizing the increased expenditure.	

APPROVED BY			
Administrative Authority (If applicable)	Technical Authority	Representative of Contractor	Contracting Authority
NAME	NAME	NAME:	NAME:
SIGNATURE	SIGNATURE	SIGNATURE	SIGNATURE
DATE:	DATE:	DATE:	DATE:

SSC Co-IO RFP Timeline Client Data Hall Readiness, Client Fit-up and In-service Dates



Legend:
Days = Calendar days

In-Service & Service Implementation Liquidated Damages							
LD Ref #	Service Level Name	Reference Statement of Requirements (SOR) section(s)	Service Level Description	Service Level Objective	Metric for Calculating Service Credit	Service Credit Calculation Period	Amount of Service Credit when Service Level Objective not met within Calculation Period. In the case of a single incident as noted hereunder triggering different instances of service credits as described below, the service credit with the greatest value will be payable to the Client as named in Part 7.1 (b) of the Contract.
Availability							
LD 001	Availability (Reliability)	2.1.1 Schedule A	Contractor must maintain an in-service availability of 100% with no Priority 1 Critical Incidents at all times	100.00%	Time (minutes) that service was not available	By occurrence	\$100,000 Service Credit for every hour or part of an hour missing the availability requirement.
LD 002	Availability (Security)	2.1.1 Schedule B	Contractor must maintain an in-service availability of 100% with no Priority 1 Critical Security Incidents at all times	100.00%	Number of Priority 1 Critical Security Incidents as a result of the Contractor's actions or inactions	By occurrence	\$250,000 Service Credit by occurrence
<p style="text-align: center;">Example #1:</p> <p style="text-align: center;">Priority 1 Critical Security Incident resulting in outage Client IT equipment (as a result of the Contractor's actions or inactions) Resolution is 1.5 hrs LD001 is 1 hour and 30 minutes would be calculated as 2 hours times \$100,000 = \$200,000 LD 002 Per Occurrence \$250,000 = \$250,000 LD002 is the greater value of the two Service Credit calculations, therefore the Service Credit payable to the Client is \$250,000</p> <p style="text-align: center;">Example #2:</p> <p style="text-align: center;">Priority 1 Critical Incident resulting in outage Client IT equipment (as a result of the Contractor's actions or inactions) Resolution is 3.5 hrs LD001 is 4 hours times \$100,000 = \$400,000 LD002 is \$250,000 for the occurrence = \$250,000 LD001 is the greater of the two Service Credits calculations, therefore the Service Credit payable to the Client is \$400,000</p>							
Service Management							
LD 003	Incident Management	Schedule A	Contractor must resolve all Incidents of Priority 2 as per schedule response target no less than 100% of the time	Frequency = 0	Number of Incidents (Priority 2) not resolved within response target	By occurrence	Each occurrence = \$10,000 service credit

LD 004	Priority 2 High Security Incidents	Schedule B	Contractor must ensure there are no priority 2 high security incidents per schedule at all times	Frequency = 0	Number of Priority 2 High Security Incidents as a result of the Contractor's actions or inactions	By occurrence	Each occurrence = \$1,000 service credit
LD 005	Priority 3 Medium Security Incidents	Schedule B	Contractor must ensure there are no priority 3 Medium security incidents per schedule at all times	Frequency = 0	Number of Priority 3 Medium Security Incidents as a result of the Contractor's actions or inactions	By occurrence	Each occurrence = \$1,000 service credit
LD 006	Service Desk	3.1.1	The Service Desk must respond to (acknowledge) 95% or greater of all requests in no more than 10 minutes	95%	Number of Service Desk requests acknowledged within response target divided by total number of Service Desk requests * 100	Consecutive 365 calendar days	Each percentage point or less below target = \$1,000 (calculation is rounded to two decimal points) Example: 90.25% response rate would result in: 95.00 - 90.25 = 4.75 4.75 * \$1000 = \$4750 Service Credit
LD 007	Incident Management	Schedule A	Contractor must resolve all Incidents of Priority 3 or 4 as per schedule response target no less than 95% of the time	95%	Number of Incidents (Priority 3 and 4) resolved within response target divided by total Number of Incidents (Priority 3 and 4) * 100	Consecutive 365 calendar days	Each percentage point or less below target = \$1,000 (calculation is rounded to two decimal points) Example: 50 Incidents total where 5 did not meet response target would result in: 45 / 50 * 100 = 90% 95 - 90 = 5 5 * \$1000 = \$5000 Se
LD 008	Change Management	Schedule C	Contractor must complete all approved change requests as per schedule response target no less than 95% of the time	95%	Number of Change Requests completed within response target divided by total Number of Change Requests completed * 100	Consecutive 365 calendar days	Each percentage point or less below target = \$1,000 (calculation is rounded to two decimal points) Example: 40 change requests total where 3 did not meet response target would result in: 37 / 40 * 100 = 92.5% 95 - 92.5 = 2.5 2.5 * \$1000 = \$2500

Service Implementation

LD 009	Contractor fails to deliver on any one of the following Service Implementation milestones: 1) Project Management Plan, 2) Kick-Off Meeting	Annex A Section 4.1 Section 4.2	Service Implementation Plan	Milestone	For each milestone missed and for every 30 day period beyond the established milestone date late	30 calendar day period	Each 30 day period month (or part thereof) beyond established milestone date for each milestone = \$30,000 per Client In the event the service levels are not met within 2 months the deliverable may at Canada's sole discretion be considered as not being met. Example: Project Management Plan is not delivered to the Client as per Section 4.1 until 60 days after contract award The calculation would be 60 - 7 = 53 days Therefore 2 months at \$30,000 = \$60,000 would be payable to the Client.
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LD 010	<p>Contractor fails to deliver on any one of the following Operational Support milestones:</p> <p>1) Service Desk process 2) Incident Management process 3) Problem Management process 4) Change Management process 5) Planning Management process 6) Capacity Management process 7) Contractor Facility Monitoring process 8) Contractor Facility Security process</p>	<p>Annex A - 3.1.1 (a) Annex A - 3.1.2 Annex A - 3.1.3 (a) Annex A - 3.1.4 (a) Annex A - 3.2.1 (a) Annex A - 3.2.4 (a) Annex A - 3.2.5 (a) Annex A - 3.3.1 (a)</p>	Operational Support Requirements	Milestone	For each milestone missed and for every calendar 15 day period beyond the established milestone date late up to the Client In-Service Date	15 calendar period	<p>Each calendar 15 day period (completed) beyond established milestone date = \$15,000 due to the Client. In the event the service levels are not met within 3 months then Canada may at its sole discretion consider this deliverable as not being met.</p> <p>Example: Change Management and Planning Management processes are to be delivered to the Client(s) as per Sections 3.1.4(a) and 3.2.1 (a) 40 days after contract award.</p> <p>These deliverables are not delivered until 85 days after contract award, therefore the difference calculated as 85 days - 40 days = 45 days</p> <p>The problem will be 2 incident of non-deliverable (one for Change Management and one for Planning Management) 2 times the 3 periods (3 times 15 = 45) times the amount of \$15,000 = \$90,000 is the service credit amount that will be due and payable to the Client.</p>
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Attachment – 4.1

Data Centre Co-location Service Evaluation Framework and Process

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1.1 Overview

This document describes how the Bidder’s Technical Proposal and Financial Proposal will be evaluated. The way in which each will be evaluated is set out in detail below.

Co-location Services is referenced throughout this bid evaluation framework and is defined in the Statement of Requirements.

1.2 Evaluation of Technical Proposals

1.2.1 Rated Requirements

Rated Technical Evaluation Scoring

The Rated Technical Evaluation Score will be calculated as follows:

- a) The Rated Criteria scores will each be weighted according to the table below.
- b) The Weighted Scores will be added together to form the Total Score.
- c) The Total Score will be weighted to form the Rated Technical Evaluation Score
- d) The minimum weighted scores have been rounded. Bidder’s actual scores will be calculated and rounded to two decimal places.

Rated Criteria	Score	Weighting Formula	Weighted Score
R1, R2, R3 and R4	Min 155 Max 255	Score * 800 / 255	Min 486 Max 800
R5 and R6	Min 0 Max 165	Score * 200 / 165	Min 0 Max 200
Total Score:			Min 486 Max 1000
Rated Technical Evaluation Score = Total Score * 0.20:			Min 97 Max 200

Each point rated technical criterion should be addressed separately.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.

Bids that fail to obtain the required minimum number of points specified will be declared non-compliant.

The bidder must achieve a minimum score for each rated requirement described below.		
Rated Requirement	Minimum Points	Maximum Points
R1 – Acceptable Use and Acceptable Customer Policies	90	145
R2 – Security	20	35
R3 – Configuration and Change Management	20	35
R4 – Capacity Management	25	40
Total	N/A	255
The bidder is not required to achieve any minimum score for the following rated requirements		
Rated Requirement	Minimum Points	Maximum Points
R5 – Existing Environmental Efficiencies	0	115
R6 – Green Operation and Maintenance processes	0	50
Total	N/A	165

1.2.1.1 Rated Technical Evaluation Criteria

R1 - Acceptable Use and Acceptable Customer Policies		
The bidder should have a policy addressing Acceptable Use and Customer Screening in place to manage risk to the data centre facility and their clients.		
Submission Requirement	Point Allocation	Score
Description of the bidder's processes for managing acceptable use and screening of potential and existing customers of their co-location data centre facilities.	Points available: 145	
1. Provide a copy of a contract template including the policy addressing acceptable use including related processes and procedures the bidder currently has in place to control the customer use of existing co-location facilities.	20 points total for providing the contract template with the policy on Acceptable Use and Customer Screening.	
2. Provide a copy of a policy that addresses processes and procedures for initial and ongoing screening of customers at any of their existing co-location facilities.	Maximum of 25 points are available for an existing policy as follows: <ul style="list-style-type: none"> • 5 points for screening potential customers based on their background and reputation. • 5 points for continuous screening of existing customers. • 10 points for addressing the distinctive security requirements associated with the co-location of public and private sector customers • 5 points for capability to invoke sanctions, including suspension and termination of services and removal of customer access to the facility. 	
3. Provide a description of the proposed policy to address processes and procedures for initial and ongoing screening of customers at the proposed co-location facility.	Maximum of 100 points are available for a policy as follows : <ul style="list-style-type: none"> • 20 points for screening potential customers based on their background and reputation. • 20 points for continuous screening of customers. • 40 points for addressing the distinctive security requirements associated with the co-location of public and private sector customers • 20 points for capability to invoke sanctions, including suspension and termination of services and removal of customer access to the facility 	

<p>R2 - Security The proposed data centre facility should implement state of the art security controls and maintain a high level of expertise associated with on-site security guards.</p>		
Submission Requirement	Point Allocation	Score
Description of the bidder's approach to data centre surveillance.	Points Available : 35	
<p>1. Description of the qualifications, training programs, license requirement, certification and staffing levels associated with the security staff at the proposed facility. Within this description identify security access controls that exceed the requirements in Section 3.5.1 a) iii) of the SOR and will be implemented at the proposed facility.</p>	<p>5 points for requiring the lead security guard or security manager to possess an accredited post secondary education in Security Management.</p> <p>5 points for providing and maintaining security training programs for security staff.</p> <p>5 points for requiring security guards to be licensed as a Security Guard in accordance with the applicable provincial regulations and to remain in good standing.</p> <p>5 points for requiring security guards to possess current First aid certification for CPR and defibrillator usage.</p> <p>5 points for identifying a staffing level of 2 or more security personnel per shift.</p> <p>5 points will be awarded for the Bidder's commitment to implement security access controls that exceed the minimum requirement of the SOR Section 3.5.1 a) iii).</p> <p>5 points for the use of biometrics to authenticate and authorize client access to the data centre facility.</p>	

R3 - Configuration and Change Management		
The bidder should have experience in providing collaborative change management processes, configuration management processes, planning processes, and methodologies with their customers to manage planned changes (including planned growth) of the customer co-location services with minimal risk and disruption to the customer, including power, space, density, security, and environmental controls.		
Submission Requirement	Point Allocation	Score
The bidder should demonstrate evidence by providing the following:	Points available: 35	
<p>1. A detailed description of the Bidder's existing processes and procedures used to:</p> <ul style="list-style-type: none"> a) Engage the client in joint planning for all co-location changes that directly or indirectly affect the client and the clients critical processing periods; b) Engage the client in the management of planned changes; and c) Engage the client in the management of Co-location service configuration as each pertains to, change in client requirements or client service delivery for: <ul style="list-style-type: none"> (i) Reserved power; (ii) Floor space; (iii) Power density; (iv) Security; and; (v) Environmental controls 	<p>Maximum of 15 points are available as follows:</p> <ul style="list-style-type: none"> • 5 points for collaborative planning with the client. • 5 points for a collaborative change management process with the client. • 5 points for a collaborative configuration management process with the client that addresses items c) (i) through (v) of the submission requirement. 	
<p>2. A detailed description of the bidder's existing activities and lead times to implement planned changes (including planned growth) of customer co-location services, including:</p> <ul style="list-style-type: none"> (i) Power; (ii) Space; (iii) Density; (iv) Security; and; (v) Environmental controls. <p>as well as highlighting those activities that are the bidder's responsibility, the client's responsibilities, and joint responsibilities.</p>	<p>Maximum of 20 points are available as follows:</p> <ul style="list-style-type: none"> • 10 points for a description of the activities and lead times. • 10 points for description of responsibilities. 	

R4 - Capacity Management		
The bidder should have capacity planning processes and plans in place for their proposed co-location data centre facility to ensure the committed service levels and requirements of co-location services will continuously be met without risk due to capacity constraints or limitations of the facility or external service providers.		
Submission Requirement	Point Allocation	Score
The bidder should demonstrate evidence by providing the following:	Points Available : 40	
1. A detailed description of the capacity planning processes, best practices, including tools for measuring, monitoring, analyzing, and modeling capacity including power, space, density, security, and environmental controls of the proposed co-location data centre facility. These should include current capacity utilization, projecting forward demand for capacity, analyzing reserve power capacity.	<p>Maximum of 15 points.</p> <p>Breakdown of points as follows:</p> <p>5 points for capacity planning processes and plans for the proposed co-location facility.</p> <p>Up to 10 points for implementation and usage of tools for measuring, monitoring, analyzing and modeling capacity by client and data centre facilities in place today as follows:</p> <ul style="list-style-type: none"> • 5 points for providing a detail description of capacity utilization. • 5 points for projecting forward demand and analyzing reserve capacity. 	
2. A detailed description of the parameters and thresholds utilized for analyzing and modeling reserve capacity and for triggering capacity investments in the facility and external service providers.	5 points for a description of the parameters and thresholds used by the Bidder to analyse and model reserve data centre capacity complete with investment triggers.	
3. A detailed description of the risk mitigation strategies and contingency plans for ensuring client capacity, both current and planned capacities, are and will be met in situations where capacity of the proposed co-location data centre facility or external service providers are at risk.	5 points for a risk mitigation strategy and contingency plan that demonstrates how risks associated with data centre capacities are mitigated to ensure continued, uninterrupted service to clients.	
4. A detailed description of a capacity plan and lead times required to accommodate a 10 year projected growth, sizing and configuration at each stage through to year 10, and how the plan will be designed to minimize disruption and risk to the co-location services through to year 10, based on the requirements identified in Section 3.2.4 of the SOR, including, but not limited to power, space, density, security, and environmental controls.	<p>A maximum of 15 points are available as follows:</p> <ul style="list-style-type: none"> • 5 points for a capacity plan including lead times. • 5 points for sizing and configuration details. • 5 points for a capacity plan that results in minimal disruption and risk to the client. 	

R5 - Existing Environmental Efficiencies The bidder should demonstrate its track record for incorporating environmental efficiencies into its existing data centre facilities.		
Submission Requirement	Point Allocation	Score
The Bidder should describe how the following, 1) a) through m), environmental efficiencies have been incorporated into any of the Bidder’s existing data centre facilities:	Points Available : 115	
1. Evaluated environmental efficiencies: a) Fuel Storage handling – preventing oil spills at on-site storage tanks from entering into the soil, ground water and storm system; b) Noise reduction measures – minimizing the impact of noise from generators, exhaust fans, chillers and cooling towers; c) Energy Metering – ongoing monitoring and trend analysis of all data centre draw on power to verify the data centre mechanical and electrical subsystems are performing according to their design specifications; d) On-site energy generation – use of solar, wind, fuel cells, geothermal or other renewable energy sources to augment power supplied by a Utility; e) Renewable energy sources – selection of main source of utility power based on renewable sources; f) Use of salvaged, refurbished or reused materials in the construction of the data centre; g) Use of “free cooling” techniques; h) Passive cooling systems eliminating the need for fan power to distribute air; i) Adaptive cooling systems that automatically increase or decrease their capacity to match heat load; j) Using heat recovered from the data centre to provide heating elsewhere; k) Non-use of lead-acid batteries; l) Ongoing training programs for data centre facility managers that focus on the growing need to manage complex mechanical and electrical subsystems in an environmentally sound manner; and m) Enrolment as an ENERGY STAR participant.	5 points are available for each data centre environmental efficiency (a to m) up to a maximum of 65 points	

Data Centre Co-location Service Evaluation Framework and Process

<p>2. Provide evidence for existing data centre buildings that have achieved and maintain LEED certification.</p>	<p>A maximum of 50 points are available for the bidders existing data centre buildings as follows (1 certification per data centre facility):</p> <ul style="list-style-type: none"> • Silver certification = 5 points each • Gold certification = 10 points each • Platinum certification = 20 points each 	
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R6 - Green Operation and Maintenance processes The Bidder should have an Environmental Policy that includes consideration for the proposed data centre facility and its impact to the environment.		
Submission Requirement	Point Allocation	Score
Provide the bidder’s Environmental Policy as it pertains to the proposed data centre facility and how it addresses the ongoing environmentally related innovation, maintenance, and operations of the data centre facility.	Points Available : 50	
1. The environmental policy should, at a minimum, contain clear information on the following: <ul style="list-style-type: none"> (a) <u>Scope</u>: Describe the facility maintenance and operations processes to which the policy applies, as well as the facility components, systems, and materials to which the policy applies. (b) <u>Performance Metric</u>: Describe how performance will be measured and/or evaluated. (c) <u>Goals</u>: Identify the sustainability goals for the building. (d) <u>Procedures and Strategies</u>: Outline the procedures and strategies in place to meet the goals and intent of the policy. (e) <u>Responsible Party</u>: Identify the teams and individuals involved in activities pertaining to the policy, and responsible for their execution. Identify and outline key tasks for the above teams and individuals. 	5 Points for including a clear policy that demonstrates the sustainability goals for the facility and contains (a) to (e) of the submission requirement.	

<p>The environmental policy must speak to the following elements of ongoing operations:</p>	<p>45 points will be awarded for including any of the listed elements of ongoing operations as follows:</p>																																					
<ul style="list-style-type: none"> (a) Building Exterior and Landscape Management (b) Integrated Pest Management (c) Erosion Control and Landscape Management (d) Storm Water Control (e) Heat Island Reduction: Roof (f) Water Metering and Water Performance Measurement (g) Water Efficient Landscaping (h) Cooling Tower Water Management (if applicable) (i) Energy Efficiency Best Management Practices – Planning, Documentation and Opportunity Assessment (j) Ongoing Building Commissioning (k) Energy System Level Metering and Measurement (l) Enhanced Refrigerant Management (m) Sustainable Purchasing Policies (n) Solid Waste Management Policies (o) Green Cleaning Policies (p) Innovation In Operations 	<table border="1"> <thead> <tr> <th colspan="2"><u># of Policy</u></th> </tr> <tr> <th><u>Elements</u></th> <th><u>Points</u></th> </tr> </thead> <tbody> <tr><td>1</td><td>1</td></tr> <tr><td>2</td><td>2</td></tr> <tr><td>3</td><td>3</td></tr> <tr><td>4</td><td>4</td></tr> <tr><td>5</td><td>5</td></tr> <tr><td>6</td><td>7</td></tr> <tr><td>7</td><td>9</td></tr> <tr><td>8</td><td>11</td></tr> <tr><td>9</td><td>13</td></tr> <tr><td>10</td><td>15</td></tr> <tr><td>11</td><td>20</td></tr> <tr><td>12</td><td>25</td></tr> <tr><td>13</td><td>30</td></tr> <tr><td>14</td><td>35</td></tr> <tr><td>15</td><td>40</td></tr> <tr><td>16</td><td>45</td></tr> </tbody> </table>	<u># of Policy</u>		<u>Elements</u>	<u>Points</u>	1	1	2	2	3	3	4	4	5	5	6	7	7	9	8	11	9	13	10	15	11	20	12	25	13	30	14	35	15	40	16	45	
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<p>For more information on these elements of a green policy, please refer to the <u>LEED for Existing Buildings: Operation and Maintenance Rating System</u>. Note that the LEED EB:O&M system is a reference source only and not a requirement of this project.</p>																																						

1.3 Evaluation of Financial Proposal

Note: The following words in this section will be used interchangeably:

Fixed Contract = Contract Period;

Score = Points

Value = Estimated Cost

Financial proposals will be evaluated through the following tables:

- Scenarios Summary – Table 9.0 which includes the results from the following tables:
 - a) One-time Transition Costs – Table 1.0
 - b) Base Services Costs – Table 2a
 - c) Change in Power - Table 2b
- Power Density Adjustments – Table 3.0
- Other Base Services costs – Table 4.0
- Optional Services Costs – Table 5.0

Each bidder's total financial score will be tabulated per the following table. Points will be awarded to Bidder's in four categories as described in the instructions for Tables 9.0, 3.0, 4.0 and 5.0. These numbers will then be calculated in Table 11.0: Procurement Summary which is described in Section 1.4.2.

Financial Component	% of Financial Score	Maximum points
1. Scenarios Summary – Table 9.0	85%	850
2. Power Density Adjustment – Table 3.0	5%	50
3. Other Base Services Costs – Table 4.0	5%	50
4. Optional Services Costs – Table 5.0	5%	50
Financial Evaluation Total Score	100%	1000
Pro-rated to 80% of Overall Score	80%	800

The bidder must complete all of the pricing tables in Annex B as per the instructions below

The screen shots of the tables provided below are only examples, the pricing tables to be completed by the bidders are provided in Annex B DCCS Pricing Tables. The Pricing Tables tabs are colour coded to represent the following –

- a) Blue – Bidder Summary, no bidder input
- b) Orange – Calculated worksheets for information purposes, no bidder input
- c) Green – Worksheets requiring bidder input

Please note that any and all examples used in this document are not indicative of any cost or pricing expectations on the part of Canada.

1.3.1 Financial Evaluation Assumptions

Bidders must use the following assumptions when completing the cost tables.

Full reserve power charges become effective on the Client In-Service Date which can be found in Section 7.1 of the contract.

Day one Baseline Reserve Power projections are defined in Annex A Section 2.2.3.

1.3.2 Scenarios Summary – Table 9.0

1. The Scenario Summary – Table 9.0 is 85% of the financial score. The contract scenarios will be calculated as follows:
 - a) The Base Services Costs (Table 2a) will be used to calculate the contract scenario consisting of a 10 year term, including three five-year optional extensions (5+5+5 years).
 - b) Growth projections identified in each scenario will be used for evaluation purposes.
 - c) The one-time transition costs stated in Table 1.0 will be added to the fixed contract costs for each scenario.
 - d) The contract scenario will also incorporate the incremental or decremental costs that were entered in Table 2b: Change in Power.
 - e) There will be a Price Reset every five years from the Client In-Service Date to accommodate market fluctuations. Refer to the Basis of Payment in Section 7.11 of the contract for more detail. The basis is per the following:
 - i) The price adjustment will be calculated and based only on the variable portion of the base services cost provided in Table 2a.
 - ii) The adjustment will be calculated using the Consumer Price Index (CPI) for Canada all items excluding energy, determined by Statistics Canada for the preceding twelve (12) month period as published on the yearly anniversary date of the Client In-Services Date which will be compounded annually over the 5 years up to an aggregate maximum of 10%. **Note:** The CPI for March 2010 = 1.0.
 - iii) For evaluation purposes the maximum 10% was applied every five years.
 - iv) The resulting adjustment will then be added to the variable price portion of the base services cost to create the new base services cost going forward.
 - v) Cost adjustments will not be applied to one-time transition costs or the fixed portion of the base services cost.

Example:

Base Services Cost: (Fixed Cost: \$0.40) + (Variable Cost: \$0.10) = **\$0.50**
 5 Year Price Reset: (CPI = 2% compounded annually) X 5 years = 10% max
 Variable Cost Increase: \$0.10 X 10% = \$0.01
 New Variable Cost: \$0.10 + \$0.01 = \$0.11
 New Base Cost: (Fixed Portion: \$0.40) + (New Variable Rate: \$0.11) = **\$0.51**

- f) The fixed contract estimate and the option year contract estimated cost will be derived for the contract scenario (including high, projected and low growth scenarios).
- g) The fixed contract period estimated cost will account for 75% of the score for each scenario. The option years estimated cost will account for 25% of the score for each scenario.
- h) Points will be assigned to the weighted contract estimated cost. The calculation that will be used is as follows:

$$(\text{Fixed Contract estimated cost} \times \text{Weighting}) / 100,000 = \text{Weighted Score}$$

Example: $(\$80,000,000 \times 75\%) / 100,000 = 600$ points

- i) The weighted scores for the FIXED and OPTION YEAR contract estimated cost for each growth projection will be added to arrive at the total score for that projection level.
- i) The total score for Projected Growth will account for 75% of the total score for that scenario.
 - ii) The total score for Low Growth will account for 10% of the total score for that scenario.
 - iii) The total score for High Growth will account for 15% of the total score for that scenario.
- j) The total scores for both contract scenarios will be added together to determine the Total Score for Base Service Costs.
- k) The Bidder with the lowest total score for Base Service Costs will receive 850 points.
- l) Other Bidder's will receive pro-rated points based on the following formula:
 - i) $\text{Lowest Total Score} / \text{Bidder's Score} \times 850 = \text{Bidder's Points for Base Service Costs}$.
- m) The screen shot of the Scenario Summary table 9.0 is provided as an example only, the actual table is provided in Annex B.

Table 9.0: Scenario Summary

EXPLANATION				Total Contract Value	Fixed Term Contract Value	Fixed Contract Weight	Options Contract Value	Options Contract Weight	Total Weighted	Growth Weights	Total Points	Weighted Value	
SSC													
Years	10	+5+5+5	Total			75%		25%					
Low	Is populated from "Scenario1" Tab as the total cost for the 10 year fixed low growth projection for SSC	Is populated from "Scenario1" Tab as the total cost for the 15 year Option low growth projection for SSC	Total contract cost for SSC for 10 year fixed + 15 option years: Sum B12 and C12	Total contract value for SSC for 10 year fixed + three 5 year options: Total of D12	Total 10 year fixed term contract value for SSC populated from: B12	Evaluation weighting applied to fixed term value: F12*G11/100,000 to get a point value	Total 15 year option term contract value for the Client populated from: C12	Evaluation weighting applied to Option term value: H12*I11/100,000 to get a point value	Total weighted points calculated from the fixed contract points & the Option contract points	Evaluation weighting applied to value of low growth projection	Growth weighting applied to total weighted points: J12*K12 to get a total point value	The sum of the three growth scenario total points for Scenario 1: L12+L13+L14	
Projected	Numbers calculated the same as above except using the 'Projected Growth Power Projections in KVA' chart from the "Scenario1" Tab												
High	Numbers calculated the same as above except using the 'High Growth Power Projections in KVA' chart from the "Scenario1" Tab												
SCENARIO 1 (10, +5+5+5)				Total Contract Value	Fixed Term Contract Value	Fixed Contract Weight	Options Contract Value	Options Contract Weight	Total Weighted	Growth Weights	Total Points	Weighted Value	
SSC													
Years	10	+5+5+5	Total			75%		25%					
Low	\$1,020,000	\$1,800,000	\$2,820,000	\$2,820,000	\$1,020,000	7.65	\$1,800,000	4.50	12.15	10%	1.22	13.04	
Projected	\$1,110,000	\$1,800,000	\$2,910,000	\$2,910,000	\$1,110,000	8.33	\$1,800,000	4.50	12.83	75%	9.62		
High	\$1,365,000	\$1,800,000	\$3,165,000	\$3,165,000	\$1,365,000	10.24	\$1,800,000	4.50	14.74	15%	2.21		
									Total Weighted Value			13.04	

1.3.3 One-Time Transition Costs - Table 1.0

Bidders Instructions:

1. Bidders must complete Table 1.0 as outlined in 4.4.5 (Client Transition Planning) of Annex A. The Bidder must specify a one-time firm lump sum price for each Client identified in Table 1.0
2. The bidder should base all numbers on the Client having an average density of 8 KVA/rack and a mix of rack mount equipment and standalone equipment which is defined in Annex A, Section 2.2.3.
3. In the event that the Bidder considers the list of activities identified in Table 1.0 to be incomplete, the Bidder must in accordance with Article 2.4 (Enquiries - Bid Solicitation) of the solicitation submit a clarification question(s) along with sufficient supporting documentation to allow Canada to review the scope of the activity to determine if the proposed activity is sufficiently covered within the predefined activities as specified or whether Canada at its sole discretion will revise the list and revise the Table to incorporate the activity as part of the overall service requirements for this Work.
4. In the event that the Bidder does not identify a lump sum cost for the Client, the Bidder will be deemed to have entered \$0.00, at which time the Bidder will be responsible to complete all activities for the Work at no additional charge to the Client.
5. The maximum Client cost for Transition Costs cannot exceed \$350,000. Any Bidder who exceeds the \$350,000 will be declared non-compliant.
6. Bidders must not add or delete an activity to or from the list as provided herein. If the Bidder incorporates and prices one or more activities in its proposal that have not been approved and incorporated by an amendment to the solicitation as solely issued by the Contracting Authority, the Bidder's proposal will be deemed non-compliant.
7. The screen shot of the One-Time Transition Costs - Table 1.0 is provided as an example only, the actual tables to be completed are provided in Annex B.

The one-time transition costs will be added to the FIXED contract estimated costs as part of the Base Service Costs evaluation.

(see screen shot on the next page)

Table 1.0: One-Time Transition Costs

	One-Time Transition Costs
Category of Cost	
Development of Client Data Hall design and space layout	-
Power distribution design	-
Network cable management design	-
Development of transition schedule	-
Installation and fit-up of the Client Data Hall	-
Provision and installation of racks including RPDUs	-
Provision, installation and fit-up of power to the Client racks and stand alone equipment	-
Provision, installation and fit-up of cooling to the Client racks and stand alone equipment	
Provision and installation of network cabling to the Client racks and stand alone equipment	-
Testing power connections	-
Testing network connections	-
Provision and installation cable management trays	-
Secure temporary storage of client equipment, as required	-
Uncrating the Client equipment	-
Disposing of the crating materials	-
Moving the Client equipment to the Client Cage Area	-
Totals:	\$0

All pricing is represented as a lump sum cost .

1.3.4 Base Services Costs – Table 2a

Bidders Instructions:

1. Base Services are defined as all services that are included as part of the Base Services Costs which are comprised of a fixed and a variable cost. These services are outlined in Sections 2 & 3 of Annex A.
2. Bidders must complete Table 2a as outlined below.
3. Bidders must enter va/month rates for the contract scenario consisting of a 10 year term, including three five-year optional extensions (5+5+5 years).
4. Bidders must provide the fixed cost component of the overall va/month cost (Base Services Cost). Bidders are requested but not required to provide a breakdown of the fixed costs.
5. Bidders must provide the variable cost component(s) of the overall va/month cost (Base Services Cost). Bidders are requested but not required to provide a breakdown of the variable costs.
6. The screen shot of the Base Services Costs – Tables 2a is provided as an example only, the actual tables to be completed are provided in Annex B.

The Base Services Costs provided in this table will be used to calculate the scenario which will be rolled up into Table 9.0: Scenario Summary.

(see screen shot on the next page)

Table 2A - Base Services Costs			Scenario in Contract Length (Years)	
			1	
			Fixed	Options
Cost Item	Annual index		10	+5+5+5
FIXED COSTS				
	0%		\$0.01	\$0.01
	0%		\$0.00	\$0.00
	0%		\$0.00	\$0.00
	0%		\$0.00	\$0.00
	0%		\$0.00	\$0.00
	0%		\$0.00	\$0.00
	0%		\$0.00	\$0.00
	0%		\$0.00	\$0.00
Fixed cost Total			\$0.01	\$0.01
VARIABLE COSTS				
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
	2%		\$0.00	\$0.00
Variable cost Total			\$0.00	\$0.00
Totals:			\$0.01	\$0.01

All pricing is represented as a cost per VA per month.

1.3.5 Change in Power – Table 2b

1. Bidders must provide the changes to the base services costs for increases and decreases to power based on the power ranges listed in the table.
2. The increase or decrease will be applied to the base services cost as appropriate for each growth scenario in Table 9.0. The value when applied will be split between the fixed and variable cost at the same ratio provided in the base services cost
3. The screen shot of the Change in Power – Table 2b is provided as an example only, the actual tables to be completed are provided in Annex B.
4. Following are examples of how this information will affect the calculations.

Example 1:

Baseline Reserve = 250KVA

Base Service Cost = \$0.50

Year 3 Power Increases to 750KVA

Change in Power = 750 KVA – 250 KVA = 500, which equates to -\$0.02 (in the example column)

Calculation – Year 3 Adjusted Base Services Cost will be $\$0.50 - \$0.02 = \$0.48$

Example 2:

Baseline Reserve = 250KVA

Base Service Cost = \$0.50

Year 5 Power decreases to 500KVA

Change in Power = 500 KVA – 250 KVA = 250, which equates to \$0.00 (in the example column)

Calculation – Year 5 Adjusted Base Services Cost will be $\$0.50 + \$0.00 = \$0.50$

Table 2b: Change in Power

Table 2b:
Ranges of potential Client power requirements in
excess of the Baseline Reserve Power (in KVA)

Increments in excess of the Baseline Reserve Power (in KVA)	Adjustment to Base Service Cost	Example
0 to 99	\$0.00	\$0.00
100 to 199	\$0.00	\$0.00
200 to 299	\$0.00	\$0.00
300 to 399	\$0.00	\$0.00
400 to 499	\$0.00	-\$0.02
500 to 599	\$0.00	-\$0.02
600 to 699	\$0.00	-\$0.02
700 to 799	\$0.00	-\$0.02
800 to 899	\$0.00	-\$0.04
900 to 999	\$0.00	-\$0.04
1000 to 1099	\$0.00	-\$0.04
1100 to 1199	\$0.00	-\$0.04
1200 to 1299	\$0.00	-\$0.06
1300 to 1399	\$0.00	-\$0.06
1400 to 1499	\$0.00	-\$0.06
1500 to 1599	\$0.00	-\$0.06
1600 to 1699	\$0.00	-\$0.08
1700 to 1799	\$0.00	-\$0.08
1800 to 1899	\$0.00	-\$0.08
1900 to 1999	\$0.00	-\$0.08
2000 plus	\$0.00	-\$0.10

1.3.6 Power Density Adjustment – Table 3.0

Bidders must complete Table 3.0, which has a weight of 5% of the financial score, based on the following:

1. Bidders must provide adjustments to the Base Services Cost (cost per va/month) relative to the power density profile as defined in Section 2.2.3 of Annex A.
2. The Bidder must enter the adjustment to the base service cost as an increase or decrease per va/month in all required fields. The estimated cost when applied will be split between the fixed and variable cost at the same ratio provided in the base services cost
3. Each Power Density Adjustment entered in this table will be multiplied by a weight (as indicated within the table) and then by 10,000 to determine a 'Weighted Cost' for each adjustment cost.
4. All of the weighted cost adjustments will be summed to arrive at a Weighted Total.
5. The screen shot of the Power Density Adjustment – Table 3.0 is provided as an example only, the actual tables to be completed are provided in Annex B.
6. If the bidder's weighted total score for Power Density Adjustment is a positive number the bidder receives zero points.

Table 3.0: Power Density Adjustment

Change in Average Density from Baseline (in va/sqft)	Adjustment to Base Service Cost	Example	Weight	Points
221 +	\$0.00	-\$0.07	5%	0.0000
181 - 220	\$0.00	-\$0.05	20%	0.0000
141- 180	\$0.00	-\$0.03	35%	0.0000
101 - 140	-\$0.01	-\$0.01	40%	-0.0040
100 va/sqft				0.0000
Note: For evaluation purposes the starting average density (100 va/sqft) will be used for all years when performing calculations in Table 9.0		Weighted Total	100%	-0.0040
		Score		-40

Average Density = Total power consumed by the Client's IT infrastructure / floor space in sq. ft. occupied by the Client's IT infrastructure, inclusive of all required rack space, aisles, hallways and clearances.

1.3.7 Other Base Services Costs – Table 4.0

Bidders must complete **Table 4.0**, which has a weight of 5% of the financial score, based on the following:

1. Other Base Services are defined in Section 5 of Annex A.
2. The Bidder must include a ceiling hourly rate for provision of each of the identified services. The rates provided must be positive numbers, a negative number will be deemed non-compliant.
3. The Bidder must include a % mark-up on parts and materials that would be required for each of the identified services. If the mark-up is a negative number it will be allowed but there will be zero points allocated, it will not reduce the total points to better the bid.
4. The hourly rate and the % mark-up will be added together to arrive at a 'Point' for each identified service.
Example: \$86/hour + 6% mark-up = 92 points
 (\$86 equals 86 points; 6% mark-up equals 6 points; Total:92 points)
5. All of the scores will be added together to arrive at a single Total Score for 'Other Base Services Costs'.
6. In the event that the Bidder considers the list of activities identified in Table 4.0 to be incomplete, the Bidder must in accordance with Article 2.3 (Enquiries - Bid Solicitation) of the solicitation submit a clarification question(s) along with sufficient supporting documentation to allow Canada to review the scope of the activity to determine if the proposed activity is sufficiently covered within the predefined activities as specified or whether Canada at its sole discretion will revise the list and revise the Table to incorporate the activity as part of the overall service requirements for this Work.
7. Bidders must not add or delete an activity to or from the list as provided herein. If the Bidder incorporates and prices one or more activities in its proposal that have not been approved and incorporated by an amendment to the solicitation as solely issued by the Contracting Authority, the Bidder's proposal will be deemed non-compliant.
8. The screen shot of the Other Base Services Costs – Table 4.0 is provided as an example only, the actual tables to be completed are provided in Annex B.

Table 4.0: Other Base Services Costs

Identified Service	Ceiling Hourly Rate	Markup on Material	Points
Provide and install client racks including power distribution and RPDUs (section 5 a)	\$0.00	0.0%	0
Install client equipment with proprietary requirements for power, cabling and cooling (section 5 b)	\$0.00	0.0%	0
Testing power connections (section 5 c)	\$0.00	0.0%	0
Install cable management trays (section 5 d)	\$0.00	0.0%	0
Installation of network cabling to the Client Cage Area termination point (section 5 e)	\$0.00	0.0%	0
Cabling services (section 5 f)	\$0.00	0.0%	0
Testing network connections (section 5 g)	\$0.00	0.0%	0
Electrician's Services (section 5 h)	\$0.00	0.0%	0
Total Score:			0

1.3.8 Optional Services Costs – Table 5.0

Bidders must complete **Table 5.0**, which has a weight of 5% of the financial score, based on the following:

1. Optional Services are described in detail in Section 6 of Annex A.
2. The Bidder must include a ceiling hourly rate for provision of each of the identified services. The rates provided must be positive numbers, a negative number will be deemed non-compliant.
3. The Bidder must include a % mark-up on parts and materials that would be required for each of the identified services. If the mark-up is a negative number it will be allowed but there will be zero points allocated, it will not reduce the total points to better the bid.
4. The hourly rate and the % mark-up will be added together to arrive at a 'Score' for each identified service.
Example: \$86/hour + 6% mark-up = 92 points
 (\$86 equals 86 points; 6% mark-up equals 6 points; Total:92 points)
5. All of the points will be added together to arrive at a single Total Score for 'Optional Services Costs'.
6. In the event that the Bidder considers the list of activities identified in Table 5.0 to be incomplete, the Bidder must in accordance with Article 2.4 (Enquiries - Bid Solicitation) of the solicitation submit a clarification question(s) along with sufficient supporting documentation to allow Canada to review the scope of the activity to determine if the proposed activity is sufficiently covered within the predefined activities as specified or whether Canada at its sole discretion will revise the list and revise the Table to incorporate the activity as part of the overall service requirements for this Work.
7. In the event that the Bidder does not identify a separate firm lot price for each line item, the Bidder will be deemed to have entered \$0.00, at which time the Bidder will be responsible to complete all activities for the Work at no additional charge to the Client.
8. Bidders must not add or delete an activity to or from the list as provided herein. If the Bidder incorporates and prices one or more activities in its proposal that have not been approved and incorporated by an amendment to the solicitation as solely issued by the Contracting Authority, the Bidder's proposal will be deemed non-compliant.
9. The screen shot of the Optional Services Costs – Table 5.0 is provided as an example only, the actual tables to be completed are provided in Annex B.

Table 5.0: Optional Services Cost Table

Identified Service	Ceiling Hourly Rate	Markup on Material	Points
Equipment Support Services (Section 6.1)	\$0.00	0.0%	0
Installation of Client computing equipment (Section 6.2.1)	\$0.00	0.0%	0
Removal of Client computing equipment (Section 6.2.2)	\$0.00	0.0%	0
Total Score:			0

1.4 Overall Scores and Ranking

1.4.1 Bidder Summary – Table 10.0

The bidders Financial Evaluation summary scores will be captured in Table 10.0: Bidder Summary. This table pulls in the total scores from Table 9.0, Table 3.0, Table 4.0 and Table 5.0. The points represented here do not represent the bidders actual final score. The bidders final score will be calculated per the Procurement Summary Table (Table 11).

Bidder Summary Table 10.0	Table 9.0	Table 3.0	Table 4.0	Table 5.0
	Scenarios Summary	Power Density Adjustment	Other Base Services Costs	Optional Services
Bidder Summary Points	28	-40	905	330
Value of Financial Evaluation	85%	5%	5%	5%
Points Available	850	50	50	50

1.4.2 Procurement Summary – Table 11.0

The financial evaluation team will copy the results from each bidders response into the below Procurement Summary table (Table 11). The bidders final score will be calculated based on the information below.

1.4.2.1 Financial Evaluation Scoring

- The Bidder with the lowest total score for Base Service Costs will receive 850 points for this category. Other Bidder's will receive pro-rated points based on the following formula:
 - $(\text{Lowest Score} / \text{Bidder's Score}) \times 850 = \text{Bidder's Points for this category.}$
- The Bidder with the lowest total score for Power Density Adjustment will receive 50 points for this category. Other Bidder's will receive pro-rated points based on the following formula:
 - $50 \times (\text{Bidder's Score} / \text{Lowest Score}) = \text{Bidder's Points for this category.}$
 - If the Bidder's weighted total score for Power Density Adjustment is a positive number the bidder receives zero points.
- The Bidder with the lowest total score for Other Base Services Costs will receive 50 points for this category. Other Bidder's will receive pro-rated points based on the following formula:
 - $1 - (\text{Bidder's Score} / \text{Average Score}) \times 50 = \text{Bidder's Points for this category.}$
- The Bidder with the lowest total score for Optional Services Costs will receive 50 points for this category. Other Bidder's will receive pro-rated points based on the following formula:
 - $1 - (\text{Bidder's Score} / \text{Average Score}) \times 50 = \text{Bidder's Points for this category.}$
- The four resulting scores from the above categories are then added together for a total out of 1000. This score is then multiplied by 80% to provide the total points for the Total Financial Evaluation.

1.4.2.2 Technical Evaluation Scoring

- The maximum points available for this category is 200 points. This is calculated by taking the Bidders total score out of a maximum 1000 for the Technical Evaluation and multiplying it by 20%.
 - $\text{Total Score} \times 20\% = \text{Bidder's Points for this category.}$

Example: 800 points X 20% = 160 points

1.4.2.3 Bidders Final Score

1. The final score is calculated by adding together the Financial Evaluation Score and the Technical Evaluation Score to arrive at a score out of a maximum 1000 points.
 - a) See Bidder 4 as an example.
 - i) Lowest Base Services Cost score of 7000 calculates to 850 points
 - ii) Lowest Power Density Adjustment score of -200 calculates to 50 points
 - iii) Lowest Other Base Services Costs score of 0 calculates to 50 points
 - iv) Lowest Optional Services Costs score of 0 calculates to 50 points
 - v) Total Financial Evaluation score of 850+50+50+50 multiplied by 80% calculates to 800 points
 - vi) Total Technical Evaluation score of 1000 multiplied by 20% calculates to 200 points
 - vii) Total overall score is 800 + 200 = 1000 points and the highest ranking Bidder.

Bidder	Financial Evaluation Score				Technical Evaluation Score
	Table 9.0	Table 3.0	Table 4.0	Table 5.0	
	Base Services Costs	Power Density Adjustment	Other Base Services Costs	Optional Services Costs	
Bidder 1	14195	-194	644	644	550
Bidder 2	10723	-100	427	427	600
Bidder 3	8876	-50	500	500	800
Bidder 4	7000	-200	0	0	1000
Bidder 5	8000	30	125	125	125
Bidder 6	10000	4	200	200	200
	Minimum	Minimum	Average	Average	
	7000	-200	316	316	

Calculation Table

Bidder	Financial Evaluation Score Breakdown				Summary		Final
	Base Services Costs	Power Density Adjustment	Other Base Services Costs	Optional Services Costs	Total Financial Eval Points	Technical Evaluation Score	Total Points
Percentage	85%	5%	5%	5%	80%	20%	100%
Points Available	850	50	50	50	800	200	1000
Bidder 1	419	49	0.00	0.00	374	110	484
Bidder 2	555	25	0.00	0.00	464	120	584
Bidder 3	670	13	0.00	0.00	546	160	706
Bidder 4	850	50	50.00	50.00	800	200	1000
Bidder 5	744	0	30.22	30.22	644	25	669
Bidder 6	595	0	18.35	18.35	505	40	545

At this point, a Highest Ranking Bidder will have been determined. This Bidder will enter into the next phase of the evaluation process.

1.5 Contract Pricing Tables

The following tables will be modified as described and used in the final contract as the Contract Pricing Tables. Please reference Annex B for the referenced columns. All tables not listed below will not be included in the final contract.

- a) Table 9.0 – Scenario Summary: Removal of columns that were not chosen for the final contract.
- b) Table 1.0 – One-Time Transition Costs: No modifications
- c) Table 2a – Base Services Costs: No modifications
- d) Table 2b – Change in Power: Removal of Column C.
- e) Table 3.0 – Power Density Adjustment: Removal of Columns C, D and E.
- f) Table 4.0 – Other Base Services Costs: Removal of Column D
- g) Table 5.0 – Optional Services Costs: Removal of Column D