



**BID SOLICITATION
TASK-BASED INFORMATICS AND PROFESSIONAL SERVICES (TBIPS)
FOR
SHARED SERVICES CANADA**

**INTERMEDIATE IT SECURITY INCIDENT MANAGEMENT SPECIALISTS TO
PROVIDE 24/7 LEVEL 1 SUPPORT:**

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ALL QUALIFIED



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The document states terms and conditions that apply to bid solicitation #13-18083/A. It 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, 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 Work, the Basis of Payment and the Security Requirements Checklist.

1.2 SUMMARY

This bid solicitation is being issued to satisfy the requirement of Shared Services Canada (SSC) for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply. The resulting contract will be used by SSC, an organization with a mandate to provide shared services. The 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 in 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.

It is intended to result in the award of one contract for two years plus one one-year irrevocable option allowing Canada to extend the term of the contract.

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.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html>) website.



Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-055605/E series of Supply Arrangements (SAs) are invited to compete. The TBIPS Supply Arrangement EN578-055605/E is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

The following Category of Personnel are required on an “as and when requested” basis in accordance with Annex “B” of the TBIPS SA:

TBIPS ID	CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	TOTAL ESTIMATED # OF RESOURCES REQUIRED (PER YEAR)
CYBER PROTECTION SERVICES CLASS			
C12	IT Security Incident Management Specialist	1	4-6*

**2 resources are required on a 24/7 basis. The Contractor may choose how best to meet this requirement. I.e., three 8 hour shifts or two 12 hour shifts.*

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, and provide it to the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

On July 12, 2012, the Government of Canada invoked the National Security Exception under Canada's domestic and international trade agreements in respect of procurements related to email, networks and data centres for Shared Services Canada. As a result, this requirement is subject to the National Security Exception and, as a result, none of the trade agreements apply to this procurement.

1.3 DEBRIEFINGS

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 CONFLICT OF INTEREST – UNFAIR ADVANTAGE

In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a



bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.



PART 2 - BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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 (PWGSC).

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 (2014-03-01) 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.

Wherever the terms “Public Works and Government Services Canada” or “PWGSC” are used in the 2003, substitute “Shared Services Canada”;

Subsection 5.4 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:

Delete: sixty (60) days
Insert: 180 days

The text under subsections 4 and 5 of Section 01 – Code of Conduct and Certifications of 2003 referenced above is replaced by:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSAs). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.
5. Canada 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 aforementioned list within a specified time period. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2.2 SUBMISSION OF BIDS

Bids must be addressed to the Contracting Authority and the location indicated on page 1 of the RFP. A cancellation date stamp, a courier bill of lading or a date stamped label from a Delivery Company must indicate that the Bid was received on or before the closing date and time. Delivery Company means an incorporated courier company, Canada Post Corporation, or a national equivalent of a foreign country. The Contracting Authority will have the right to ask for information to verify that the Bid was received by the Delivery Company on or before the closing date and time. Failure to comply with this request will render the Bid non-responsive.

Postage meter imprints, whether imprinted by the Respondent or the Delivery Company are not acceptable as proof of timely mailing.

Due to the nature of the RFP, responses transmitted by facsimile or e-mail to Shared Services Canada will not be accepted.

Bidders are requested to send an e-mail notification to gary.cooper@ssc-spc.gc.ca



2.3 FORMER PUBLIC SERVANT

a. Information Required

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

b. Definitions

For the purposes of this clause, *"former public servant"* is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act \(PSSA\)](#), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

c. Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts](#).

d. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;



amount of lump sum payment;
rate of pay on which lump sum payment is based;
period of lump sum payment including start date, end date and number of weeks;
number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 ENQUIRIES – BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than ten calendar days before the bid closing date, unless otherwise specified in each RFP. Enquiries received after that time may not be answered.

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.

2.5 APPLICABLE LAWS

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

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.

PART 3- BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

- a) Copies of Bid: Unless the RFP specifies otherwise, Canada requests that bidders provide their bid in separately bound sections as follows:
- (i) Section I: Technical Bid (2 hard copies and 1 soft copy) – soft copy on USB Drive in MS Office Word Compatible Format.
 - (ii) Section II: Financial Bid (1 hard copy and 1 soft copy) – soft copy on USB Drive in MS Office Word Compatible Format.
 - (iii) Section III: Certifications (1 hard copy).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy. Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

- b) Format of Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- (iv) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (v) use a numbering system that corresponds to the bid solicitation;
 - (vi) 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
 - (vii) include a table of contents.
- c) **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. The Policy on Green Procurement which can be found at: <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>

To assist Canada in reaching its objectives, bidders are encouraged to:

- (viii) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - (ix) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- d) **Submission of Only One Bid from a Bidding Group:**
- i. 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 set aside all bids received from members of that bidding group.
 - ii. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;



- C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- b. **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, totaling 3 years. Such a response would be declared non-responsive.

3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment 1 to Part 3 with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance with the specific articles of Attachment 1 to Part 4, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder meets the requirements and will carry out the required Work. Simply stating that the Bidder complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference to additional documentation within the bid" columns of Attachment 1 to Part 4, where bidders are requested to indicate where in their bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iii) **Customer Reference Contact Information:** The Bidder must provide customer references who must each confirm, the facts identified in the Bidder's bid. For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.



- (iv) **Proposed Resources:** The technical bid must include résumés for the proposed resources identified in the bid. The technical bid must demonstrate that each proposed individual meets the qualification requirements described in Attachment A to Part 4 (including any educational requirements and work experience requirements). With respect to the proposed resources:
- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 6, Certifications).
 - (B) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programs that were successfully completed by the resource by the time of bid closing.
 - (C) For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
 - (D) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant date(s) (month and year) for the experience claimed (i.e., the start date and end date).
 - (E) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual’s position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as this bid solicitation, will not be considered “demonstrated” for evaluation purposes. The Bidder should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, only one project will be counted toward any requirements that relate to the individual’s length of experience.
- (v) **Security Clearance:** Bidders must submit the following security information for each of the proposed resources with their bids on or before this bid solicitation’s closing date.

Security Information:	Supplier to insert data
Name of individual as it appears on security clearance application form – MANDATORY	
Date of birth – OPTIONAL	
Level of security clearance obtained – MANDATORY	
Validity period of security clearance obtained – MANDATORY	
Security Screening Certificate and Briefing Form file number – MANDATORY	
Name of the entity under which the security clearance was obtained – MANDATORY	
Name of federal Government Department under which security clearance was obtained. If the Federal Government Department is other than PWGSC, provide the name, telephone and fax numbers of the security clearance contact person within that department – MANDATORY	
If the security clearance is in the process, the date the application was submitted to CIISD with the level of security clearance requested – OPTIONAL	



3.3 SECTION II: FINANCIAL BID

- a) **Pricing:** Bidders must submit their financial bid in accordance with Attachment 2 to Part 4. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. All prices must be firm prices.
- b) **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
- (i) the rate bid must not increase by more than 2% from one time period to the next and;
 - (ii) the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- c) **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.
- d) **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 of this bid solicitation.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. 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.
- b) An evaluation team composed of representatives of SSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 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.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- d) For the resource proposed, the Bidder must include an up to date resume.

4.2 TECHNICAL EVALUATION

- a) **Mandatory Technical Criteria:** Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The mandatory evaluation criteria are described in Attachment 1 to Part 4 of the RFP.
- b) **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. Bids that do not obtain the required global pass mark of 60/85 points for the point-rated technical criteria specified in this bid solicitation will be considered non-responsive and be disqualified. The rated evaluation criteria are described in Attachment 1 to Part 4 of the RFP.
- c) **Resource Qualifications:** The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in the bid solicitation
- d) **Reference Checks:** If reference checks are conducted by Canada, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day. Canada will not award any points unless the response is received within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. Points will only be allocated if the reference customer is an outside client of the Bidder itself and not that of an affiliate (for example, the outside client cannot be the customer of an affiliate of the Bidder). Points will not be allocated if the outside client is itself an affiliate or other entity that does not deal at arm’s length with the Bidder. Crown references will be accepted.

4.3 FINANCIAL EVALUATION

Financial Evaluation: The financial evaluation will be conducted using the firm per diem rates provided by the technically responsive bid(s) to calculate the Total Financial Score. **“ANNEX B” Basis of Payment**

- (a) There are two financial evaluation methods possible for this requirement. Method 1 will be used if 3 or more bids are determined to be technically responsive (see Method 1 (b) below), and Method 2 will be used if fewer than 3 bids are determined to be technically responsive (see Method 2 (c) below).
- (b) **Method 1:** The following financial evaluation method will be used if 3 or more bids are determined to be technically responsive:
 - (i) **STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BANDS FOR EACH PERIOD AND EACH CATEGORY OF PERSONNEL:** The Contracting Authority will establish, for each period and each Category of Personnel, the median band limits based on the firm per diem rates proposed by the technically responsive bids. For each period and each Category of Personnel, the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses the lower median rate to a value of minus (-) 10% of the median, and an upper median rate to a value of plus (+) 25% of the median.
 - (ii) **STEP 2 - POINT ALLOCATION:** Points will be allocated for each period and each Category of Personnel as follows:
 - (A) If a firm per diem rate for any given period and Category of Personnel is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Category of Personnel, the Bidder who proposed such rate will be allocated 0 points for that period and Category of Personnel.
 - (B) If a firm per diem rate for any given period and Category of Personnel is within the established upper and lower median band limits for that period and Category of Personnel, the Bidder who proposed such rate will obtain points for that period and Category of Personnel based on the following calculation, which will be rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate within the median band limits}}{\text{Bidder's proposed firm per diem rate}} \times \text{Points Assigned (see Table 1)}$$
 - (C) If a firm per diem rate for any given period and Category of Personnel is within the established median band limits for that period and Category of Personnel and is the lowest proposed firm per diem rate, the Bidder who proposed such rate will be allocated the applicable points assigned at Table 1 for that period and Category of Personnel.

4.1 TABLE 1					
TBIPS ID	CATEGORY OF PERSONNEL	L E V E L	TOTAL POINTS ASSIGNED		TOTAL
			INITIAL CONTRACT PERIOD	OPTION PERIOD	
CYBER PROTECTION SERVICES CLASS					
C12	IT Security Incident Management Specialist	1	50	50	100
MAXIMUM FINANCIAL POINTS					<i>Sum Total of the Above</i>

- (iii) **STEP 3 - TOTAL FINANCIAL SCORE:** Points allocated under STEP 2 for each period and Category of Personnel will be added together and rounded to two decimal places to produce the Total Financial Score.



Bidders will find below an example of a financial evaluation using method 1.

4.1 TABLE 2 - EXAMPLE OF A FINANCIAL EVALUATION USING METHOD 1							
Resource Category	Points Assigned	Bidder 1		Bidder 2		Bidder 3	
		Contract Period	Option Year 1	Contract Period	Option Year 1	Contract Period	Option Year 1
IT Security Incident Management Specialist	100 (50 pts. per period)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
TOTAL	100						
STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BANDS FOR EACH PERIOD AND EACH CATEGORY OF PERSONNEL							
(Median 1)	For the IT Security Incident Management Specialist Category, the initial contract period median would be \$420.00. The lower median band limit would be \$357.00 and higher median band limit would be \$525.00. NUMBERS ARE BASED ON A -15% and +25% MEDIAN						
(Median 2)	For the IT Security Incident Management Specialist Category, the option year 1 median would be \$450.00. The lower median band limit would be \$382.50 and higher median band limit would be \$540.00.						
STEP 2 – POINT ALLOCATION							
Bidder 1:							
IT Security Incident Management Specialist Contract Period	= 50 points (lowest rate within the lower and upper median band limits)						
IT Security Incident Management Specialist Option Year 1	= 50 points (lowest rate within the lower and upper median band limits)						
Bidder 2:							
IT Security Incident Management Specialist Contract Period	= 48 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 50 pts)						
IT Security Incident Management Specialist Option Year 1	= 44 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 50 pts)						



Bidder 3:	
IT Security Incident Management Specialist Contract Period	= 44 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 50 pts)
IT Security Incident Management Specialist Option Year 1	= 44 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 50pts)
STEP 3 - TOTAL FINANCIAL SCORE	
Bidder 1	
50+ 50= Total Financial Score of 100 points out of a possible 100 points	
Bidder 2	
48+ 44 = Total Financial Score of 92 points out of a possible 100 points	
Bidder 3	
44 + 44 = Total Financial Score of 88 points out of a possible 100 points	

(c) **Method 2:** The following financial evaluation method will be used if fewer than 3 bids are determined to be technically responsive:

(i) **STEP 1 - POINT ALLOCATION:** Points will be allocated to the Bidder, for each period and each Category of Personnel, using the following calculation which will be rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate}}{\text{Bidder's proposed firm per diem rate}} \times \text{Points Assigned at Table 1 above}$$

The Bidder with the lowest proposed RFP CEILING per diem rate will be allocated the applicable points assigned at Table 1 above.

(ii) **STEP 2 - TOTAL FINANCIAL SCORE:** Points allocated under STEP 1, for each period and each Category of Personnel, will be added together and rounded to two decimal places, to produce the Total Financial Score for each Bidder.

(d) **Substantiation of Professional Services Rates:** In Canada's experience, Bidders will from time to time propose rates at the time of bidding for one or more Categories of Personnel that they later refuse to honors, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bid, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for a specific Category of Resource). If Canada requests price support, it will be requested from all responsive Bidders proposing a rate that is at least 10% lower than the median rate bid by all responsive Bidders for the relevant Category or Categories of Personnel. Where Canada requests price support, the following information is required:

- (i) an invoice (referencing a contract serial number) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant Category of Personnel, where those services were provided in the National Capital Region for at least three months within the twelve months prior to the bid solicitation issuance date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), a signed contract or a letter of reference signed by the Bidder's client that includes at least 70% of the tasks listed in this bid solicitation's Statement of Work for the Category of Personnel being examined for an unreasonably low rate;

- (iii) in respect of each referenced contract, a resume for the resource that performed under that contract which shows that the resource would pass the Category of Personnel’s mandatory criteria and achieve, if applicable, the required pass mark for the Category of Personnel’s rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of the invoiced client for each of the resources invoiced, so Canada can verify any facts presented for the affected Category or Categories of Personnel.

Once Canada requests substantiation of the rates bid for any Category of Personnel, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. Where Canada determines that the information provided by the Bidder does not substantiate the unreasonably low rates, the bid will be considered non-responsive and will receive no further consideration. Only the Firm Per Diem Rates of technically responsive bids will be considered.

4.4 Basis of Selection

- a) The technically responsive bid(s) that obtains the highest Total Bidder Score will be recommended for award of a contract. The total possible Final Technical Score is **70** while the total possible Final Financial Score is **30**.
 - (i) **Calculation of Final Technical Score:** The Final Technical Score will be computed for each technically responsive bid by converting the Total Technical Score obtained for the point-rated technical criteria using the following formula, rounded to 2 decimal places:

$$\frac{\text{Total Technical Score}}{\text{Maximum Technical Points 85 pts.}} \times 70 = \text{Final Technical Score}$$
 - (ii) **Calculation of Final Financial Score:** The Final Financial Score will be computed for each technically responsive bid by converting the Total Financial Score obtained for the financial evaluation using the following formula rounded to 2 decimal places:

$$\frac{\text{Total Financial Score}}{\text{Maximum Financial Points (As per Table 4.1 above)}} \times 30 = \text{Final Financial Score}$$
 - (iii) **Calculation of the Total Bidder Score:** The Total Bidder Score will be computed for each technically responsive bid in accordance with the following formula:

$$\text{Final Technical Score} + \text{Final Financial Score} = \text{Total Bidder Score}$$
- 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 become the top-ranked bidder.
- d) The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively.



Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	80/85	65/85	75/85
Technical Merit Score	$80/85 \times 70 = 65.88$	$65/85 \times 70 = 53.53$	$75/85 \times 70 = 61.76$
Pricing Score	$100/100 \times 30 = 30$	$92/100 \times 30 = 27.6$	$88/100 \times 30 = 26.4$
Combined Rating	95.88	81.13	88.16
Overall Rating	1st	3rd	2nd

PART 5 - CERTIFICATIONS

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

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

5.1 CERTIFICATION PRECEDENT TO CONTRACT AWARD

The certification 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 STATUS AND AVAILABILITY OF RESOURCES

- (a) By submitting a bid, the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- (b) If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual or his/her employer to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.3 EDUCATION AND EXPERIENCE

- (a) The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract. SSC reserves the right to verify this certification prior to contract award or during contract performance and that untrue statements may result in the proposal being declared non-responsive or any other action which the Minister may consider appropriate.
- (b) All of the resources proposed must meet the minimum experience requirements detailed in the Supply Arrangement for the category of personnel for which they are being proposed. The SA Holder acknowledges that the SSC reserves the right to verify this certification prior to contract award or during contract performance and that untrue statements may result in the proposal being declared non-responsive or any other action which the Minister may consider appropriate.

5.4 OFFICIAL LANGUAGES



The contractor must provide at least one bilingual resource, in the two official languages of Canada,

PART 6 - SECURITY REQUIREMENTS

6.1 MANDATORY AT CONTRACT AWARD - SECURITY REQUIREMENT

- (a) Before award of a contract, the following conditions must be met:
- (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites as follows:
 - 1. Name of individual as it appears on security clearance application;
 - 2. Level of security clearance obtained and expiry date; and
 - 3. Security Screening Certificate and Briefing Form file number.
- (b) Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
- (c) It is the responsibility of SA Holders to ensure that the information required concerning the security clearance is provided on time. SA Holders should indicate in their proposal if they meet all the security requirements and the status of their application for security clearance. SA Holders are advised to initiate the security clearance process as soon as possible with the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) if they do not currently meet the security requirement specified herein. For any inquiries, SA Holders should contact CISD at 1-866-368-4646, or (613) 948-4176 in the National Capital Region. For personnel security clearance obtained under another entity or with a Federal Government Department other than PWGSC, SA Holders should contact the CISD security officer as soon as possible to be guided through the process of completing any paperwork required to request a transfer, or a duplicate of the security clearance or a new application for security clearance as appropriate.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security 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

_____ (the Contractor) agrees to supply to the Client the services described in the Contract, including Annex 'A' the Statement of Work, in accordance with and at the prices set out in the Contract. This includes providing professional services as requested by Canada.

- (a) **Client(s):** includes any Government Department, Departmental Corporation or Agency, or other Crown entity described in the *Financial Administration Act* (as amended from time to time), and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act*.
- (b) **Reorganization of the 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.
- (c) **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.
- (d) **Location of Services:** Services must be delivered as requested to the locations specified in the Contract, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

7.2 STANDARD CLAUSES AND CONDITIONS

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

- (a) **General Conditions:**

2035 (2014-03-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

The text under Subsection 04 of Section 41 – Code of Conduct and Certifications, of General Conditions 2035 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

7.3 SECURITY REQUIREMENT

The following Security Requirement (SRCL and related clauses), as set out under Annex "A" to the Supply Arrangement, applies to the Contract



SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

<i>PWGSC FILE #</i>	<i>Contractor Clearance</i>	<i>Personnel Security Screening</i>	<i>Contractor and its personnel</i>
<i>EN578-055605-E</i>	<i>FSC (Secret)</i>	<i>Secret</i>	<i>MUST NOT remove any protected/CLASSIFIED information</i>

- (a) The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
- (b) The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by CIISD/PWGSC.
- (c) The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- (d) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CIISD/PWGSC.
- (e) The Contractor must comply with the provisions of the:
 - (i) Security Requirements Check List EN578-055605/E, described in Annex C
 - (ii) Industrial Security Manual (Latest Edition).

7.4 CONTRACT PERIOD

- a) **Contract Period:** The “Contract Period” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
 - (i) The “Initial Contract Period”, which begins on the date the Contract is awarded and ends two year(s) later; and
 - (ii) The period during which the Contract is extended, if Canada chooses to exercise its option set out in the Contract.

7.4.1 OPTION TO EXTEND THE CONTRACT

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 1-year period 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 at Annex B.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.5 AUTHORITIES

(a) Contracting Authority

The Contracting Authority for the Contract is:

Gary Cooper
180 rue Kent St, 13-K088
P.O. Box/CP 9808 STN T CSC
Ottawa, ON K1G 4A8
Email: gary.cooper@ssc-spc.gc.ca



Tel. | Tél. : 613-218-9250

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

(b) **Technical Authority** *(to be inserted at Contract award)*

The Technical Authority for the Contract is:

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

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

(c) **Contractor's Representative** *(to be inserted at Contract award)*

The Contractor's Representative for the Contract is:

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

7.6 PAYMENT

(a) **Basis of Payment**

- (i) **Professional Services provided with a Fixed Time Rate to a Maximum Price:** For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B of this contract, Basis of Payment, GST/HST extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (ii) **GST/HST**
- (iii) **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.



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- (iv) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor refuses, or is unable, to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.
- (v) **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 services in these amounts. Any commitment to purchase specific amounts or values of services is described elsewhere in the Contract.
- (vi) Canada will not pay for any travel or living expenses associated with the performance of this contract.
- (b) **Limitation of Expenditure** Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
- i. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
- A. It is 75 percent committed, or
 - B. 4 months before the Contract expiry date, or
 - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- ii. 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.
- (c) **Method of Payment**
- (i) **Monthly Payment**
- Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
-



- (A) 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;
- (B) all such documents have been verified by Canada;
- (C) the Work performed has been accepted by Canada; and
- (D) the time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice have been submitted.

- (ii) Once Canada has paid the maximum price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the Task Authorization/Contract, all of which is required to be performed for the maximum price. If the work described in the Task Authorization/Contract 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 price, Canada is only required to pay for the time spent performing the work related to that Task Authorization/Contract.

(d) **Time Verification**

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contract must repay any overpayment, at Canada's request.

(e) **No Responsibility to Pay for Work not performed due to Closure of Government Office**

Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

7.7 INVOICING INSTRUCTIONS

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions. The Contractor's invoice must include a separate line item for each element in the Basis of Payment provision.
- (b) By submitting invoices (other than for any items subject to an advance payment), 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.
- (c) Canada will only be required to make payment following receipt of an invoice that satisfies the requirements of this Article.
- (d) The Contractor will submit invoices on its own form, which will include:
 - (i) the date;
 - (ii) the Contractor name and address;



-
- (iii) the Destination
 - (iv) Standing Offer/Supply Arrangement number;
 - (v) Contract serial number;
 - (vi) Financial codes, including GST or HST (as applicable) registration number;
 - (vii) Description of the Work
 - (viii) Category(ies) of Personnel and number of days worked;
 - (ix) Firm Per Diem Rate on which the total dollar amount of the invoice is based;
 - (x) the amount invoiced (exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as appropriate) and the amount of GST or HST, as appropriate, shown separately;
 - (xi) Client Reference Number (CRN);
 - (xii) Business Number (BN); and
 - (xiii) Total value billed to date and the dollar amount remaining in the Contract to date.
- (e) The Contractor will send the original and one copy of the invoice to the Technical Authority's paying office (SSC Finance) and one to the Contract Authority as follows:
- The original and one copy of the invoice must be sent to the following location on a monthly basis:
- Attn: SSC Accounts Payable
SSC Finance
700 Montreal Road, 8th Floor
Ottawa, Ontario K1A 0P7
- A digital copy of the invoices must be sent to the Contracting Authority at the following location on a quarterly basis:
- Attn: Gary Cooper
180 Kent Street 13th Floor
Ottawa, Ontario K1P 0B6
- (f) The Technical Authority's paying office (SSC Account Payable) will send the invoices to the Technical Authority for approval and certification; the invoices will be returned to the paying office for all remaining certifications and payment action.
 - (g) Any invoices where items or group of items cannot be easily identified will be sent back to the Contractor for clarification with no interest or late payment charges applicable to Canada.
 - (h) If Canada disputes an invoice for any reason, Canada agrees to pay the Contractor the portion of the invoice that is not disputed provided that items not in dispute form separate line items of the invoice and are otherwise due and payable under the Contract.
 - (i) Notwithstanding the foregoing, the provisions of "Interest on Overdue Accounts", Section 16 of 2035 – General Conditions will not apply to any such invoices until such time that the dispute is resolved at which time the invoice will be deemed as "received" for the purpose of the "Method of Payment" clause of the Contract.
-



7.8 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its response to the RFP 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.

7.9 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – DEFAULT BY CONTRACTOR

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and 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.

7.10 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario or as indicated in the Bidder's Supply Arrangement.

7.11 PRIORITY OF DOCUMENTS

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) General Conditions 2035 (2014-03-01);
- (c) Annex A - Statement of Work;
- (d) Annex B - Basis of Payment;
- (e) Annex C - Security Requirements Check List;
- (f) Supply Arrangement Number EN578-055605/xxx/EI (the "**Supply Arrangement**") *<To Be Inserted at Contract Award>*;
- (g) the Contractor's bid dated _____, as amended _____, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

7.13 INSURANCE REQUIREMENTS

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



7.14 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

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 section, even if it has been made aware of the potential for those damages.

(a) First Party Liability:

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relates to:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) 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 block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$2,000,000.00. In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$2,000,000.00, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's



records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(b) Third Party Claims:

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

7.15 JOINT VENTURE CONTRACTOR

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



- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

7.16 PROFESSIONAL SERVICES - GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
 - b. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meet or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this subarticle (c).
3. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event,



allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.17 SAFEGUARDING ELECTRONIC MEDIA

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

7.18 REPRESENTATIONS AND WARRANTIES

The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the. 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.

7.19 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.

7.20 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and



- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

7.21 TRANSITION SERVICES AT END OF CONTRACT PERIOD

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to three months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no additional charge for these services.

ANNEX A

STATEMENT OF WORK

Intermediate IT Security Incident Management Specialist

1. Objective

The objective of this contract is to assist in the daily IT security operations and functions of the Shared Services Canada (SSC) Federal Information Protection Centre (FIPC).

2. Background

Shared Services Canada (SSC) was formed in 2011 with the mandate to consolidate and streamline the delivery of IT infrastructure services specifically email, data centre and telecommunications services to 43 federal departments and most of the Government of Canada IT assets.

Within Shared Services Canada, the Federal Information Protection Centre (FIPC) is responsible for proactively managing cyber risks to its information infrastructure. It is the focal point for:

- the discovery of cyber attacks, characterization and attribution of those attacks;
- collection, analysis and response activities;
- creation and sharing of situational awareness for national counterparts; and
- implementation of cost-effective resilience and recovery to its information infrastructure.

As an integral part of the services provided by the FIPC, Level 1 Support performs ongoing monitoring, initial response, evaluation and analysis of real and perceived issues, as well as escalation when appropriate as per the Incident Handling procedures. Level 1 Support is part of the initial line of defence against cyber related threats. Since the inception of SSC, Level 1 Support has been provided through contracted services on a 24 hours a day, 7 days a week basis (24/7). Level 1 Support feeds into Level 2 and 3 which are made up of full-time employees as well as supplemental contracted services.

3. Requirement

This requirement is for the provision of Intermediate IT Security Incident Management Specialists to provide continuous day-to-day operational support within the Federal Information Protection Centre (FIPC), to perform security monitoring, data/logs analysis and forensic analysis to detect security incidents, as well as incident response. These resources will become part of an operational support team and will work in tandem with existing support resources to investigate IT/Cyber Security threats and attacks. The resources are expected to make use of new technologies, and processes to enhance security capabilities and implement solutions for improvements. Given that the FIPC is a 24/7 environment, these resources will be working rotational shifts, ensuring that at least two (2) resources are onsite at all times.

The Contractor is responsible for scheduling and ensuring that 2 qualified resources are onsite for each shift on a 24 hours, 7 days a week basis. In order to cover the 24/7 requirement, 3 shifts of 8 hours or 2 shifts of 12 hours can be used.



4. Tasks

The service of the Intermediate IT Security Incident Management Specialist includes a full range of logical and physical security architectures and technologies – including but not be limited to Intrusion Detection Service/Intrusion Protection Service (IDS/IPS), firewall, email, web, data, video, physical access control hardware and related operating systems and supporting software.

The Contractor must:

- 4.1 Monitor, react and respond to all real or perceived security and cyber related incidents, threat and attacks on a 24 hours, 7 days per week basis.

In addition, the Contractor must perform the following tasks and potentially additional tasks as requested by the SSC FIPC Manager:

- 4.2 Write and/or modify Security Information & Event Monitoring (SIEM) correlation rules;
- 4.3 Tune the IDS/IPS systems;
- 4.4 Create and/or modify IDS/IPS signatures;
- 4.5 Analyze and assess vulnerabilities and provide recommendations to the SSC FIPC Manager;
- 4.6 Configure intrusion detection systems, firewalls and content checkers;
- 4.7 Extract and analyze reports and logs;
- 4.8 Configure and/or update virus scanners;
- 4.9 Provide support to SSC partners and clients on a 24/7 basis;
- 4.10 Create tickets and monitor the ticketing systems and respond to Incident Requests (IR's);
- 4.11 Write scripts to automate tasks;
- 4.12 Work with other Government of Canada resources in the performance of the work;
- 4.13 Maintain and recommend enhancements to the security posture; and
- 4.14 Make technical and procedural recommendations and enhancements in coordination with the other members of the FIPC.

5. Deliverables

The Contractor must submit:

- 5.1 Monthly reports on security and cyber related incidents, threat and attacks submitted electronically by email, in English, to the SSC FIPC Manager, in Excel format, no later than 7 days following the reporting period. The monthly report must include, but is not limited to, the following information:
 - 5.1.1 Date and times of incidents
 - 5.1.2 Copy of incident logs and summary of analysis performed (based on FIPC Manager's templates)
 - 5.1.3 How incidents were addressed, (who was involved, was the incident escalated, etc.)
 - 5.1.4 Incident type(s)
 - 5.1.5 Issue status – is the incident (open, closed, suspended)
- 5.2 Other relevant documentation as identified by the FIPC Manager; and,
- 5.3 Technical and procedural recommendations and enhancements prepared in coordination with the other members of the FIPC to be submitted on a monthly basis electronically by email in English to the SSC FIPC Manager in a Word format.

The Contractor may be required to deliver additional deliverables as requested by the SSC FIPC Manager depending on security and cyber related incidents, threat and attacks.

6. Constraints

The Contractor must:

6.1 Must follow all relevant policies and standards of the Government of Canada including:

- 6.1.1 Policy on Government Security (PGS)
- 6.1.2 Management of Information Technology Security Standard (MITS)
- 6.1.3 CSE IT Security Guidance (ITSG33)

6.2 Must follow departmental guidance on the handling and classification of information

6.3 Must use the provided secure IT equipment and media; and

6.4 Must not use non-Government-approved IT equipment and/or media, including mobile devices such as cell-phones

7. Departmental Support

The Contactors will be provided by the SSC FIPC Manager:

- 7.1 Access to a safe workplace;
- 7.2 Access and contact information to the SSC FIPC Manager and alternate contacts;
- 7.3 All necessary IT tools and equipment to conduct of the work;
- 7.4 Full access to relevant required resources and documentation;
- 7.5 The SSC FIPC Incident Handling procedures; and
- 7.6 The Departmental guidance on the handling and classification of information.

8. Location of the Work

The resources will work in the Federal Information Protection Centre (FIPC) located in the National Capital Region. (Presently located at Place du Portage, Phase III, Gatineau, Quebec).

9. Language

Most of the work will be conducted in English. French may be required for some tasks depending on the threats and attacks.



Annex 'B'

BASIS OF PAYMENT



1.0 Basis of Payment

The Contractor will be paid in accordance with the Contract and the following Basis of Payment for Work performed pursuant to this Contract.

For the provision of Informatics Professional Services as described in Annex A - Statement of Work, the Contractor shall be paid the all inclusive firm daily rate(s) below in the performance of this Contract, HST extra.

1.1 Pricing Tables - Contract Period & Option Year

Table 1.1 – Contract Period				
Resource Category	Estimated Number of days (one year)	Number of Resources	Per Diem Rate*	Total
Intermediate IT Security Incident Management Specialist Level 1	365	2 available at all times (24/7)	To be completed by the Contracting Authority at Contract Award <i>*The same per diem rate will be paid for all resources required to cover the 24/7 coverage requirement.</i>	
ESTIMATED TOTAL:				\$TBD
Table 1.2 – Option Year				
Resource Category	Estimated Number of days (one year)	Number of Resources	Per Diem Rate*	Total
Intermediate IT Security Incident Management Specialist Level 1	365	2 available at all times (24/7)	To be completed by the Contracting Authority at Contract Award <i>*The same per diem rate will be paid for all resources required to cover the 24/7 coverage requirement.</i>	
ESTIMATED TOTAL:				\$TBD



2.0 Taxes

- (a) All prices and amounts of money in the contract are exclusive of Harmonized Sales Tax (HST), unless otherwise indicated. The HST is extra to the price herein and will be paid by Canada.
- (b) The estimated HST of \$*<To Be Inserted at Contract Award>* is included in the total estimated cost shown on page 1 of this Contract. The estimated HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of HST paid or due.



Annex C
Security Requirements Check List (SRCL)

	Contract Number / Numéro du contrat Common F&S SRCL#16
	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 Visible Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Acquisitions Branch
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 Professional Services - Stamping Orders and Supply Arrangements	
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 et ses 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"/>	All NATO countries / Tous les pays de l'OTAN <input 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 :	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 checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input checked="" type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <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"/>
	SECRET-1 / TRÈS SECRET-1 <input type="checkbox"/>
	TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

FORM 13-18083/1004/120

Security Classification / Classification de sécurité
UNCLASSIFIED





ATTACHMENT 1 TO PART 4
Evaluation Criteria
Mandatory and Point Rated Criteria
Intermediate IT Security Incident Management Specialist



1. Evaluation Disclaimer

The mandatory criteria will be evaluated on a “Met/Not Met” (i.e. compliant/non-compliant) basis. Proposals **must** demonstrate compliance with all of the following Mandatory requirements and must provide the necessary documentation to support a determination of compliance. Proposals that fail to meet any mandatory requirements will be deemed non-compliant and will be given no further consideration.

For each of the mandatory and point rated requirements listed below, the Bidder **must** demonstrate by using project descriptions as executed by the proposed resource. The project description should include the following:

- a. Project Title
- b. Description of project
- c. List of tasks performed by the resource
- d. Start and end date of project (if end date applies) (dates must include month and year)
- e. Start and end date when the resource actually worked in this capacity on this project (dates must include month and year)

**** Merely stating the experience is not sufficient and the proposal will be deemed non-compliant. ****

Example: If the mandatory and point rated criteria demands experience monitoring for, and responding to, security/cyber related incidents/attacks, it is not sufficient just to state the resource has experience monitoring for, and responding to, security/cyber related incidents/attacks. The experience **must** be demonstrated **and** a reference made to the specific location in the resume where corroborating information can be located in the manner indicated above.

The Contracting Authority reserves the right to request reference(s)* from any of the SA Holder’s listed projects to verify and validate the information stated in the proposal. If the reference is unable to verify or validate the information stated in the proposal, the bid will be deemed non-compliant.

The proposal documentation must include a detailed Curriculum Vita (Resume) for **each** of the proposed resources as part of the technical bid. Indicate the location in your proposal where the requested information can be found for both the mandatory and point rated requirements.

All columns in both the Mandatory and Point Rated Criteria must be filled in by the bidder.

2. Customer Reference Contact Information

The Bidder must provide customer references who must each confirm, the facts identified in the Bidder’s bid. For each customer reference, the Bidder must, at a minimum, provide the name and either the telephone number or e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

Canada is not obliged to, but may in its discretion contact the Primary reference and, where applicable, the Backup reference, in order to validate that any information on any signed RFP Reference Project Form is accurate. Canada may conduct the reference check with respect to none, some or all of the mandatory experience requirements. Canada may conduct any Project Reference validation check in writing by e-mail by sending the reference a copy of the completed and signed RFP Reference Project Form. Canada will email (cc) the Respondent’s contact when an e-mail is sent out for Project Reference validation checks.

If Canada chooses to contact one or more references to validate information provided by a Bidder, Canada must receive the reference’s response within 5 Federal Government Working Days (FGWDs) from the date of the request. If Canada does not receive confirmation (within 5 FGWDs) from either the Primary or Backup reference that the information on the signed RFP Reference Project Form is accurate (or that any inaccuracies are not material to whether or not the project meets the mandatory requirements), that Bidders Project Reference will not be considered in the evaluation. Canada may also contact a Primary or Backup reference for clarification purposes, either by email or by telephone.



If during a bid validation by Canada it becomes apparent that the address, telephone number, or email address for any of the references is incorrect or missing, the Bidder will be permitted to provide the correct address, telephone number, or email address within 1 FGWD of a request. If the named individual for the Primary reference is unavailable because they are on leave, or no longer working for that organization, Canada will contact the Backup reference from the same customer organization.

The Bidder will not be permitted to submit an alternate customer organization or project as a reference for the RFP after the bid closing date.

3. Mandatory Technical Criteria for Intermediate IT Security Incident Management Specialists

The Bidder must provide the following details for each resource they propose to meet the 24/7 coverage requirement detail in Annex A Statement of Work.

Experience and Expertise of the Proposed Intermediate IT Security Incident Management Specialist – Level 1				
Name of proposed resource: _____				
The Bidder MUST demonstrate that EACH of the proposed Intermediate IT Security Incident Management Specialists- Level 1 has:				
Criteria	Mandatory Requirement	Bidders Response		
		Insert Page # of Resume	Met	Not Met
M1	<p>A college diploma in Computer Engineering Technology, Computer Technology (computer science) or other computer technology related field and A minimum of two (2) years of experience related to incident management duties.</p> <p>Or A minimum of three (3) years of experience related to incident management duties</p>			



Experience and Expertise of the Proposed Intermediate IT Security Incident Management Specialist – Level 1				
Name of proposed resource: _____				
The Bidder MUST demonstrate that EACH of the proposed Intermediate IT Security Incident Management Specialists- Level 1 has:				
M2	The proposed resource must demonstrate experience working in an environment with multiple stakeholders (2 or more).			
M3	Proposed resource must have a valid security clearance at the Secret level (minimum)			

4. Point-Rated Technical Criteria Intermediate Incident Management Specialist

The Bidder must provide the following details for each resource they propose to meet the 24/7 coverage requirement detail in Annex A Statement of Work.

Experience and Expertise of the Proposed Intermediate IT Security Incident Management Specialist – Level 1				
Name of proposed resource: _____				
The Bidder SHOULD demonstrate that EACH of the proposed Intermediate IT Security Incident Management Specialists- Level 1 has:				
#	Rated Evaluation Criteria	Points Max	Bidder's Response	
			Demonstrated Experience	Insert Page # of Resume
R1	Four (4) years cumulative experience in the last ten years as an Incident Management Specialist.	15	12 to 24 months: 5 points >24 to 48 months: 10 points	



Experience and Expertise of the Proposed Intermediate IT Security Incident Management Specialist – Level 1

Name of proposed resource: _____

The Bidder **SHOULD** demonstrate that **EACH** of the proposed Intermediate IT Security Incident Management Specialists- Level 1 has:

			Bidder's Response	
#	Rated Evaluation Criteria	Points Max	Demonstrated Experience	Insert Page # of Resume
			>48 months: 15 points	
R2	Experience supporting TCP/IP communications protocol and web service protocols (ex: HTTP, HTTPS, FTP, XML, SOAP).	20	<ul style="list-style-type: none"> • 1 - 2 years: 5 points • >2 - 3 years: 10 points • >3 - 5 years: 15 points • > 5 years: 20 points 	
R3	Minimum of two (2) projects which demonstrate experience with prevention measures against attack methods/techniques and malware (ex: Cross-site scripting, denial of service, spam, BotNets, worms) to receive the full available points.	10	1 project: 5 points 2 projects: 10 points	
R4	Recent experience (since January 1, 2003) in the following areas. <ul style="list-style-type: none"> • X.500 Directory Standards; • LDAP; • MS operating systems; • Unix operating systems; • Linux operating systems; • z/OS operating systems; • Networking Protocols (HTTP, FTP, Telnet); • Internet security protocols (SSL, S-HTTP, S-MIME, IPSec, SSH); • Wireless Security; • TCP/IP, UDP, DNS, SMTP; • Intrusion detection systems and firewalls; and • Approved GoC Cryptographic Algorithms. <p>Evaluation will consider specific experience for each of the above in terms of work performed and months of experience gained since January 1, 2003.</p>	10	<ul style="list-style-type: none"> • One point per list item up to a maximum of 10 points 	



Experience and Expertise of the Proposed Intermediate IT Security Incident Management Specialist – Level 1

Name of proposed resource: _____

The Bidder **SHOULD** demonstrate that **EACH** of the proposed Intermediate IT Security Incident Management Specialists- Level 1 has:

			Bidder's Response	
#	Rated Evaluation Criteria	Points Max	Demonstrated Experience	Insert Page # of Resume
R5	Demonstrate how the proposed resource has worked in and provided 24/7 support:	10	<ul style="list-style-type: none"> • Up to 1 year continuous: 5 points • More than 1 year continuous: 10 points 	
R5	Demonstrate how the proposed resource has experience working on and participating with teams:	10	<ul style="list-style-type: none"> • 2 – 4 projects for which the bidder was working in a team: 5 points • 5 or more projects for which the bidder was working in a team: 10 points 	
R6	Demonstrate how the proposed resource has experience with the virtual technology vmware:	10	1 – 2 years: 5 points More than 2 years: 10 points	
Maximum Points Available:		85		
Minimum Score Required:		60		
Bidder's Score:				

**ATTACHMENT 2 TO PART 4
FINANCIAL EVALUATION OF PROPOSAL
(PRICING TABLE)**

The Bidder should complete this pricing schedule and include it in its financial bid.

As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all inclusive per diem rate (in CAD \$) for each of the resource categories identified. Bidders must propose the same per diem rate for both resources.

1.0 Contract Period:

	(B)	(C)	(D)	(E)	(H)
Category of Personnel	Level of Expertise	# of Proposed Resources to meet mandatory '24/7' coverage requirement	Estimated Number of Days	Firm Per Diem Rate	Total Cost [Cx Dx E]
Intermediate IT Security Incident Management Specialist	1		365	\$	\$
Total Estimated Cost:					\$

2. Option Year:

	(B)	(C)	(D)	(E)	(H)
Category of Personnel	Level of Expertise	# of Proposed Resources to meet mandatory '24/7' coverage requirement	Estimated Number of Days	Firm Per Diem Rate	Total Cost [Cx Dx E]
Intermediate IT Security Incident Management Specialist	1		365	\$	\$
Total Estimated Cost:					\$

Attachment 1 to Part 3: Bid Submission Form

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%;"> <tr> <td style="width: 30%;">Name</td> <td></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)													
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>													
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: <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													