Public Works and Government Services Canada

Travaux publics et Services gouvernementaux Canada

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Quebec
K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires
THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT / DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ

Title - Sujet MANAGEMENT AND PRIVACY OF TEST DATA	
Solicitation No. - N° de l'invitation 47419-153023/A	**Date** 2015-03-11
Client Reference No. - N° de référence du client 1000323023	
GETS Reference No. - N° de référence de SEAG PW-$EEM-012-28614	
File No. - N° de dossier 012eem.47419-153023	**CCC No./N° CCC - FMS No./N° VME**

Solicitation Closes - L'invitation prend fin **at - à 02:00 PM** **on - le 2015-04-21**	**Time Zone** **Fuseau horaire** Eastern Daylight Saving Time EDT

F.O.B. - F.A.B.

Plant-Usine: ☐ **Destination:** ☐ **Other-Autre:** ☐

Address Enquiries to: - Adresser toutes questions à: Riopel(029eem), Andrea	**Buyer Id - Id de l'acheteur** 012eem
Telephone No. - N° de téléphone (819) 956-1318 ( )	**FAX No. - N° de FAX** (819) 953-3703

Destination - of Goods, Services, and Construction:
Destination - des biens, services et construction:
TECHNOLOGY/TECHNOLOGIE
NC REGION
OTTAWA ON K1A 0L5
CANADA

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur

Delivery Required - Livraison exigée See Herein	**Delivery Offered - Livraison proposée**

Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. - N° de téléphone
Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature   **Date**

Issuing Office - Bureau de distribution
Mainframe & Business Software Procurement Division / Div des achats des ordi principaux et des logiciels de gestion
11 Laurier St. / 11, rue Laurier
4C1, Place du Portage III
Gatineau
Quebec
K1A 0S5

Canada

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SEE ATTACHED DOCUMENT

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BID SOLICITATION

MANAGEMENT AND PRIVACY OF TEST DATA SOFTWARE SOLUTION

FOR

CANADA BORDER SERVICES AGENCY

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List of Annexes to the Resulting Contract:

Annex A: Statement of Requirements
Annex B: Basis of Payment
Annex C: Security Requirements Check List
Annex D: Definitions

List of Attachments:

Attachment A to Annex A: Tasking Assessment Procedure
Attachment B to Annex A: Task Authorization (TA)
Attachment C to Annex A: Resource Assessment Criteria and Response Table
Attachment D to Annex A: Certification at the TA Stage

Forms:

Form 1 - Bid Submission Form
Form 2 - Substantiation of Technical Compliance Form
Form 3 – Software List
Form 4 - Software Publisher Certification Form
Form 5 - Software Publisher Authorization Form
Form A to Part 5 - Federal Contractors Program for Employment Equity - Certification

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BID SOLICITATION

MANAGEMENT AND PRIVACY OF TEST DATA SOFTWARE SOLUTION

FOR

CANADA BORDER SERVICES AGENCY

PART 1 - GENERAL INFORMATION

1.1   Introduction

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

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

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

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

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

Part 5   Certifications: includes the certifications to be provided;

Part 6   Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7   Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Requirements and any other annexes.

1.2   Summary

(a)   Canada has an initial requirement for a commercially available Software Solution for the Management and Privacy of Test Data (the **"Software Solution"**). The required Software Solution must include a perpetual entity license of the Licensed Software, a 12-month warranty, software maintenance and support, and documentation. Training and professional services must also be provided, if requested. The bid solicitation is intended to result in the award of a contract for **1** year, plus **5**-one-year irrevocable option(s) allowing Canada to extend the term of the contract. All parts of the Software Solution must be available to the Client Users 24 hours a day, 7 days a week, 365 days a year, in English, and operate at all times in accordance with the Statement of Requirements in the Client's operational

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environment described in the bid solicitation. The term **"Client User"** refers to the employees of the Government of Canada, the Minister's office and staff, and other individuals authorized by the Client to perform services in relation to the business and affairs of the Client, including public servants from other departments and contractors or consultants performing work for the Client from time to time.

(b) **Canada Border Services Agency (CBSA)** is the Initial Client that will use the Management and Privacy of Test Data software solution (the "Software Solution"). However, this bid solicitation will also allow Canada to make the Software Solution available to any department or Crown corporation (as those terms are defined in the *Financial Administration Act*) or any other party for which the Department of Public Works and Government Services is authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act* (each a "**Client**"). Although Canada may make the Software Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs. When the Software Solution is made available to Clients other than the Initial Client, any required professional services or training will be purchased under a separate contract.

(c) Bidders are to provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 or 2004, whichever is applicable to this bid solicitation. Bidders are requested to include this information in the Bid Submission Form.

(d) There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organizational security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial and Security Program of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

(e) For services requirements, Bidders in receipt of a pension or a lump sum payment are to provide the required information as detailed in article 2.4 of Part 2 of the bid solicitation. Bidders are requested to include this information in the Bid Submission Form.

(f) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).

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

1.3 Debriefings

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

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PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

(b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

(c) The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

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

     (i)   Delete: sixty (60) days

     (ii)   Insert: one hundred and eighty (180) days

2.2 Submission of Bids

(a) Bids must be submitted only to Public Works and Government Services Canada PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

(b) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

(a) 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 awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

(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:

     (i)   an individual;

     (ii)   an individual who has incorporated;

     (iii)   a partnership made of former public servants; or

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(iv)   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-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:

(i)   name of former public servant;

(ii)   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 websites 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:

(i)   name of former public servant;

(ii)   conditions of the lump sum payment incentive;

(iii)   date of termination of employment;

(iv)   amount of lump sum payment;

(v)   rate of pay on which lump sum payment is based;

(vi)   period of lump sum payment including start date, end date and number of weeks;

(vii)   number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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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

(a)   All enquiries must be submitted in writing to the Contracting Authority no later than <u>10</u> calendar days before the bid closing date. Enquiries received after that time may not be answered.

(b)   Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5   Applicable Laws

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

> *Note to Bidders:* Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

2.6   Improvement of Requirement During Solicitation Period

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

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

(i) Section I: Technical Bid (2 hard copies and 5 soft copies on a CD or DVD or USD key)

(ii) Section II: Financial Bid (1 hard copy and 1 soft copy on a CD or DVD or USD key)

(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. No prices must be indicated in any other section of the bid.

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

(i) use 8.5 x 11 inch (216 mm x 279 mm) paper;

(ii) use a numbering system that corresponds to the bid solicitation;

(iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and

(iv) include a table of contents.

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

(i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and

(ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

(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 choose in its discretion which bid to consider.

(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

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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.

(e)   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

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

(b)   The technical bid consists of the following:

(i)   **Bid Submission Form:** Bidders are requested to include the Bid Submission Form - Attachment as Form "1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

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(ii) **Substantiation of Technical Compliance** (**Attached as Form 2**): The technical bid must substantiate the compliance of the Bidder and its proposed solution and/or products with the specific articles of Annex A (Statement of Requirements) identified in the Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation of the mandatory criteria is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form , where bidders are requested to indicate where in the 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:**

a. The Bidder must provide customer references. The customer reference must each confirm, if requested by PWGSC, that, it has used the Software Solution for at least 12 months within the last 7 years prior to the issuance of this RFP and provided maintenance and support for the licensed software

b. The form of question to be used to request confirmation from customer references is as follows: Has the bidder provided your organization with a Data Management and Privacy software solution including associated maintenance and support services for 12 months within the last 7 years

_____ Yes, the bidder has provided my organization with the services described above.

_____ No, the bidder has not provided my organization with the services described above.

_____ I am unwilling or unable to provide any information about the services described above.

c. For each customer reference, the Bidder must, at a minimum, provide the name and e-mail address for a contact person.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

(iv) **List of Proposed Software:** The Bidder must include a complete list identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.

(v) **Solution System Architecture:** The Bidder should include an overview of the proposed Software Solution's technical architecture.

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(vi) **Description of Evolution of Software Solution:** The Bidder is requested to describe when and how the proposed Software Solution was conceived and how it has evolved, with the accomplishments of each release. This is requested for information purposes only and will not be evaluated.

3.3   Section II: Financial Bid

(a)   Pricing: Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

(b)   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 5% 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 to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

(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.

(e)   SACC Manual Clauses

(i)   C3011T (2013-11-06), Exchange Rate Fluctuation

3.4   Section III: Certifications

It is a requirement that bidders must submit the certifications identified under Part 5.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. 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 the Client and PWGSC 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) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:

   a. verify any or all information provided by the Bidder in its bid; or

   b. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

   the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.

   (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

4.2 Technical Evaluation

(a) Mandatory Technical Criteria:

   (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

   (ii) The mandatory technical criteria are described in Annex "A" - Statement of Requirements.

   (iii) Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.

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(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. The point-rated technical criteria are described under "Solution Rated Requirements" in Annex "A" – Statement of Requirements.

Bidders must obtain the required minimum of 60% of the points available for the point- rated requirements specified in Annex "A".

(c) **Reference Checks:**

(i)   For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day using the e-mail address provided in the bid. Canada will not award any points and/or a bidder will not meet the Corporate Mandatory Requirements unless the response is received within 5 working days of the date that Canada's e-mail was sent.

(ii)   On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.

(iii)   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.

(iv)   Points will not be allocated and/or a bidder will not meet the Corporate Mandatory Requirements (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

(d) **Proof of Proposal Test for Top-Ranked Bid:**

(i)   Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex "A". The PoP test will take place at a site in the National Capital Region provided by Canada that recreates the technical environment described in Annex "A", or the PoP test may take place at a location in Canada selected by the top-ranked Bidder, if that location is agreed to by the Contracting Authority and if the Bidder assumes all responsibility for recreating the technical environment described in Annex "A" (it is within the Contracting Authority's sole discretion to determine whether the Bidder has accurately recreated this environment for the test). Canada will pay its own travel and salary costs associated with any PoP test.

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(ii)   Canada will install the software solution and conduct the PoP test. A representative of the Bidder may be present during the PoP test. The representative(s) named in the bid to provide technical support during the PoP test should be available by telephone for technical advice and clarification during the PoP test, however, Canada is not required to delay the PoP test if an individual is unavailable. Once the PoP test has begun, it must be completed within 4 weeks.

(iii)   The copy of the proposed software solution provided for the POP test must be identical to the proposed software solution. The bidder must provide a resource that can provide technical assistance and guidance on the proposed software solution. Bidder's resource is expected to be onsite for up to 5 days during business hours (8:00am to 5:00pm) and must be available remotely by telephone and email for the duration of the POP testing.

(iv)   Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. If the Bidder's score is reduced as a result of the PoP test, Canada will reassess the ranking of all bidders.

(v)   In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution for testing and evaluation purposes.

(vi)   If, during the initial installation of the software for the PoP test, the Canada discovers that there are missing and/or corrupt files for software components identified in the technical bid, the Bidder must cease the installation process and inform the Contracting Authority. If the Contracting Authority determines that the missing and/or corrupt files are for components identified in the technical bid, the Bidder may be permitted to submit to the Contracting Authority the missing files and/or replacements for the corrupt files on electronic media or by referring to a web site where the files can be downloaded. These files must have been commercially released to the public before the bid closing date. Upon receiving the files on electronic media or downloading them from a corporate web site, the Contracting Authority will verify that (i) the files were commercially released to the public before the bid closing date; (ii) the files do not include new releases or versions of the software; (iii) the files belong to software components identified in the technical bid; and (iv) the software will not need to be recompiled to make use of the files. The Contracting Authority will have the sole discretion to decide if the additional files may be installed for the PoP test. Under no circumstances will files required to correct flaws in the software programming or code be permitted. This process can be used only a single time, and only during the initial installation of the software for the PoP test.

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4.3 Financial Evaluation

(a) The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.

	TABLE A - TOTAL BID PRICE (TBP) FOR EVALUATION PURPOSES		
ITEM NO.	**DESCRIPTION**	**FORMULA**	**TOTAL PRICE (A)**
1	For the supply of an entity perpetual Software license including documentation, warranty, maintenance and support services as detailed in Table 1 of Annex B.	Total from Table 1 of Annex B	$
2	For the supply of optional software maintenance and support services on the initial requirement as detailed in Table 2 of Annex B.	Total from Table 2 of Annex B	$
3	For the optional Professional Services as detailed in Table 3 of Annex B.	Total from Table 3 of Annex B	$
4	For the optional Training Service as detailed in Table 4A and 4B of Annex 4B.	Total from Table 4 of Annex B	$
	Total Bid Price (TBP) - (sum of Column A):		$

(i) SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

(ii) SACC Manual Clause A0222T (2014-06-26), Evaluation of Price – Canadian/Foreign Bidders

(b) Formulae in Pricing Tables

If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

(c) 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 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. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the bidder must provide the following information:

(i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the

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services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;

(ii) in relation to the invoice in (i), evidence from the bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;

(iii) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and

(iv) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) 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. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

4.4   Basis of Selection

1. To be declared responsive, a bid must:

    (a) comply with all the requirements of the bid solicitation;

    (b) meet all mandatory criteria; and

    (c) obtain the required minimum of 60 points (60%) overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.

2   Bids not meeting (a) or (b) or (c) will be declared non-responsive.

3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

   Overall Score is based on 60% Technical and 40% Financial

   Formula: <u>Overall Score (by Bidder)</u>   X 60   = Total 1 (Technical)
   Max. Points on Rated Requirements

   Formula: <u>TBP of the Lowest priced responsive proposal</u> X 40   = Total 2 (Financial)
   Bidder's Total Bid Price (TBP)

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is $45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		$55,000.00	$50,000.00	$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

8. 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.

   If more than one bidder is ranked first because of identical overall scores, then the bidder with the best technical score will become the top-ranked bidder.

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PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract. The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1   Certifications Precedent to Contract Award

(a)   Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provision - Bid of Standard Instructions 2003. The associated information required within the Integrity Provision will assist Canada in confirming that the certifications are true.

(b)   Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

The Bidder must provide the Contracting Authority with a completed Form 4 - Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2   Additional Certifications Precedent to Contract Award

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

(a)   Bidder Certifies that All Equipment and Software is "Off-the-Shelf"

Any equipment and software bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of equipment and software is commercially available and requires no further research or development and is part of an existing product line

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with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment or software bid is a fully compatible extension of a field-proven product line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that all the equipment and software bid is off-the-shelf.

(b)   Software Publisher Certification and Software Publisher Authorization

(i)   If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(ii)   Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

(iii)   In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

(a) At the date of bid closing, 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 each meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and

    (iii) and the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites

6.2 Financial Capability

(a) SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."

(b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

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PART 7 - RESULTING CONTRACT CLAUSES

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

7.1   Requirement

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

   (i)   granting the perpetual entity license to use the Licensed Software described in the Contract including the Statement of Requirements and any other annexes;

   (ii)   providing the Software Documentation in Canadian English and Canadian French;

   (iii)   providing maintenance and support for the Licensed Software during the Software Support Period;

   (iv)   providing professional services, as and when requested by Canada in accordance with the Task Authorization (TA) process described herein; and

   (v)   providing training, as and when requested by Canada in accordance with the TA process described herein,

   to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.

(b)   **Client:** The initial Client is **Canada Border Services Agency (CBSA)**. However, the Contracting Authority can add additional Clients from time to time, which may include any department or Crown corporation as 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 may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.

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

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

   (i)   any reference to a "**deliverable**" or "**deliverables**" includes, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred);

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(ii) **"User"** means an individual authorized by the Client to use the Licensed Software under the Contract and for the purposes of these supplemental general conditions, includes any employee, agent or contractor authorized to use the Licensed Software

(iii) "**Administrator**": is a person who is responsible for the upkeep, configuration, and reliable operation of a designated function or component of the Software Solution.

(iv) "**System Administrator**": is a person who is responsible for the upkeep, configuration, and reliable operation of the Software Solution.

(v) **"Data":** is information processed or stored by a computer. This information may be in the form of various types of data stored in CBSA databases identified in Appendix E – CBSA Database and OS Platform List.

7.2 Optional Goods and/or Services

(a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B – Table 2, 3, 4A and 4B of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.

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

7.3 Task Authorization

(a) **As-and-when-requested Task Authorizations:** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

(b) **Assessment of Resources Proposed at TA Stage**: Processes for issuing, responding to and assessing Task Authorizations are further detailed in Attachments A, B, C and D of Annex "A".

(c) **Form and Content of draft Task Authorization:**

(i) The Technical Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in Attachment A of Annex "A".

(ii) The draft Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The draft TA will also include the applicable basis and method of payment as specified in the Contract.

(iii) A draft Task Authorization must also contain the following information, if applicable:

a. the task number;

b. The date by which the Contractor's response must be received (which will appear in the Task Authorization, but not the issued Task Authorization);

c. the details of any financial coding to be used;

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    d.   the categories of resources and the number required;

    e.   a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);

    f.   the start and completion dates;

    g.   milestone dates for deliverables and payments (if applicable);

    h.   the number of person-days of effort required;

    i.   whether the work requires on-site activities and the location;

    j.   the language profile of the resources required;

    k.   the level of security clearance required of resources;

    l.   the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and

    m.   any other constraints that might affect the completion of the task.

(d)   **Contractor's Response to Draft Task Authorization**: The Contractor must provide to the Technical Authority, within **5** working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

(e)   **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**

To be validly issued, a TA must include the following signature(s):

    (i)   For any TA, inclusive of revisions, with a value less than or equal to **$25,000**.00 (including Applicable Taxes), the TA must be signed by the Technical Authority; and

    (ii)   For any TA with a value greater than this amount, a TA must be signed by the Technical Authority and Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (i) above; any suspension or reduction notice is effective upon receipt.

(f)   **Periodic Usage Reports**:

    (i)   The Contractor must compile and maintain records on its provision of services to the federal government under the Task Authorizations validly issued under the Contract.

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The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

(ii) The quarterly periods are defined as follows:

    a. 1st quarter: April 1 to June 30;

    b. 2nd quarter: July 1 to September 30;

    c. 3rd quarter: October 1 to December 31; and

    d. 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 7 calendar days after the end of the reporting period.

(iii) Each report must contain the following information for each validly issued TA (as revised):

    a. the Task Authorization number and the Task Authorization Revision number(s), if applicable;

    b. a title or a brief description of each authorized task;

    c. the name, Category of Personnel and level of each resource involved in performing the TA, as applicable;

    d. the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;

    e. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;

    f. the start and completion date for each authorized task; and

    g. the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

(iv) Each report must also contain the following cumulative information for all the validly issued TAs (as revised):

    a. the amount, exclusive of Applicable Taxes, specified in the Contract (as last revised, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and

    b. the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.

(g) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

7.4 Standard Clauses and Conditions

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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:

    (i)   2030 (2014-09-25), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(b)   Supplemental General Conditions:

    The following Supplemental General Conditions:

    (i)   4003 (2010-08-16), Supplemental General Conditions - Licensed Software;

    (ii)   4004 (2013-04-25), Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

    apply to and form part of the Contract.

7.5   Security Requirement

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

1.   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 Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2.   The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.

3.   The Contractor MUST NOT remove any 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.

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

5.   The Contractor must comply with the provisions of the:

    (a)   Security Requirements Check List and security guide (if applicable), attached at Annex _____

    (b)   *Industrial Security Manual* (Latest Edition).

Security Requirement for The United States of America Supplier:

1.   The Foreign recipient Contractor shall, at all times during the performance of the Contract, hold a valid Facility Security Clearance, issued by the NSA/DSA of **the UNITED STATES of AMERICA**, at the equivalent level of SECRET, in accordance with the National Policies of **the UNITED STATES of AMERICA**. All CLASSIFIED information / assets accessed by the Foreign recipient Contractor shall

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NOT be safeguarded at the Foreign recipient's sites.

2. CLASSIFIED information/assets shall be released only to Foreign recipient Contractor personnel, who have a need-to-know for the performance of the Contract and who have a **Personnel Security Clearance** at the level of SECRET, granted by their respective NSA/DSA, in accordance with the National Policies of **the UNITED STATES of AMERICA**.

3. CLASSIFIED information/assets provided or generated pursuant to this Contract shall not be further provided to a third party Foreign recipient Subcontractor unless:

   a. written assurance is obtained from the third-party Foreign recipient's NSA/DSA to the effect that the third-party Foreign recipient Subcontractor has been approved for access to CLASSIFIED information by the third-party Foreign recipient's NSA/DSA; and

   b. written consent is obtained from the NSA/DSA of **the UNITED STATES of AMERICA**, if the third-party Foreign recipient Subcontractor is located in a third country.

4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of their respective NSA/DSA, in accordance with the National Policies of **the UNITED STATES of AMERICA**.

5. The Foreign recipient Contractor shall not disclose the CLASSIFIED information to a third party government, person, firm, or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/Designated Security Authority (NSA/DSA). The Canadian DSA is the Director, International Industrial Security Directorate (IISD), Public Works and Government Services Canada (PWGSC).

6. The Foreign recipient Contractor shall not use the CLASSIFIED information/assets for any purpose other than for the performance of the Contract without the prior written approval of the Government of Canada. This approval must be obtained by contacting the Canadian DSA.

7. The Foreign recipient Contractor visiting Canadian Government or industrial facilities, under this contract, will submit a Request for Visit form to Canada DSA, through their respective NSA/DSA.

8. The Foreign recipient Contractor shall immediately report to its respective NSA/DSA all cases in which it is known or there is reason to suspect that CLASSIFIED information/assets furnished to or generated by the Foreign recipient Contractor, pursuant this Contract, have been lost or disclosed to unauthorized persons.

9. The Foreign recipient Contractor shall comply with the provisions of the Bilateral Industrial Security Memorandum of Understanding between **the UNITED STATES of AMERICA** and Canada, in relation to equivalencies.

10. The Foreign recipient Contractor must comply with the provisions of the Security Requirements Check List attached at Annex _____.

   The FOREIGN recipient Contractor must use the below table of equivalency in conjunction with the above paragraphs, in accordance with the National Policies of **the UNITED STATES of AMERICA** and in accordance with the provisions of the Bilateral Industrial Security Memorandum of

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Understanding between **the UNITED STATES of AMERICA** and Canada, in relation to the equivalencies of CANADA PROTECTED and / or CLASSIFIED information / assets.

UNITED STATES of AMERICA & CANADA TABLE OF SECURITY CLEARANCE EQUIVALENCY	
CANADA	**UNITED STATES of AMERICA**
SECRET	SECRET

7.6 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 1 year(s) later; and

(ii)   The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

Despite the Contract Period, the license to use the Licensed Software is in perpetuity.

(b) **Option to Extend the Contract**:

(i)   The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 5 additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

(ii)   Canada may exercise this option at any time by sending a written notice to the Contractor at least 1 calendar day before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.7 Delivery Date

All the deliverables must be received in accordance with the terms of the Contract.

The software license including documentation, warranty and license key for the initial requirement must be delivered within 10 working days from contract award date. Any additional requirement must be delivered within 5 working days of a signed contract amendment or in accordance with an authorized task authorization.

7.8 Authorities

(a) **Contracting Authority**

The Contracting Authority for the Contract is:
Name: **Robinah Matende**
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

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Directorate:	Software and Shared Systems Procurement Directorate (SSSPD) -STAMS
Address:	Place Du Portage, Phase III, 4C1
	11 rue Laurier,
	Gatineau, Quebec K1A 0S5, Canada
Telephone:	(819) 956-3492
Facsimile:	(819) 953-3703
E-mail address:	robinah.matende@tpsgc-pwgsc.gc.ca

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

(b)   Technical Authority

The Technical Authority for the Contract is:

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

If applicable, in this person's absence, the Technical Authority 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

(Note to bidders: Information will be completed by the Contracting Authority at Contract Award.)

7.9   Proactive Disclosure of Contracts with Former Public Servants

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

7.10   Payment

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(a)   Basis of Payment

(i)   **Licensed Software:** For the license(s) to use the Licensed Software (including delivery and the Software Documentation), in accordance with the Contract, Canada will pay the Contractor the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra. The firm prices include the warranty during the Software Warranty Period.

(ii)   **Maintenance and Support for Licensed Software:** For maintenance and support services throughout the initial Software Support Period, in accordance with the Contract, Canada will pay the Contractor, in advance, the firm price(s) set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra

(iii)   **Optional Software Support:** If Canada exercises its option to extend the Software Support Period, Canada will pay the Contractor, in advance, the firm annual price set out in Annex B, FOB destination, including all customs duties, Applicable Taxes extra.

(iv)   **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.

(v)   **Training under a Task Authorization with a Firm Price:** For training courses, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per course set out in Annex B, upon completion of the course, Applicable Taxes extra.

(vi)   **Travel and Living Expenses**

        Canada will not pay for any travel or living expenses associated with the performing the Work.

(vii)   **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.

(viii) **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 does not respond or refuses 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 or in part or chooses to exercise any of the rights provided to it under the General Conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

(ix)   **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

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on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

(b) **Limitation of Expenditure – Task Authorization**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

(c) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:

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

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

(d) **Method of Payment - Advance Payment**

(i) Canada will pay the Contractor in advance for the maintenance and support services and for the optional maintenance and support services 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.

(ii) Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

(e) **SACC Manual Clauses**

(i) C2000C (2007-11-30), Taxes – Foreign-based Contractor.

(f) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**

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(i) 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.

(ii) 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.

7.11 Invoicing Instructions

(a) The Contractor must submit invoices in accordance with the information required in the General Conditions.

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

(c) 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.

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

7.12 Certifications

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

7.13 Federal Contractors Program for Employment Equity - Default by Contractor

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

7.14 Applicable Laws

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

7.15 Priority of Documents

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

(a) these Articles of Agreement, including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;

(b) supplemental general conditions, in the following order:

  (i)   4003 (2010-08-16) Supplemental General Conditions - Licensed Software;

  (ii)   4004 (2013-04-25) Supplemental General Conditions - Maintenance and Support Services for Licensed Software;

(c) general conditions 2030 (2014-09-25), Higher Complexity - Goods;

(d) Annex A, Statement of Requirement;

(e) Annex B, Basis of Payment;

(f) Annex C, Security Requirements Check List ;

(g) Annex D, Definitions;

(h) the signed Task Authorizations; and

(i) the Contractor's bid dated _____ , as clarified on "or" as amended on _____ , 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.

7.16   Foreign Nationals (Canadian Contractor)

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

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

7.17   Foreign Nationals (Foreign Contractor)

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

7.18   Insurance Requirements

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

7.19   Limitation of Liability - Information Management/Information Technology

(a)   This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except

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as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

(b)   First Party Liability:

(i)   The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:

a.   any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";

b.   physical injury, including death.

(ii)   The Contractor is liable for all direct damages 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 (i)(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 relate 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 (B) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or $1M.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or $1M, 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.

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(c) Third Party Claims:

    (i)   Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

    (ii)   If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

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

7.20 Joint Venture Contractor

(a)   The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:

(b)   With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:

    (i)   _____ has been appointed as the "representative member" of the joint venture Contractor and has full 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.

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(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.*

7.21 Licensed Software

(a) With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ *[this information will be completed at contract award using information in the Contractor's bid]*
Type of License being Granted	Entity License
Entity Licensed	The Entity Licensed is the Client.
Language of Licensed Software	The Licensed Software must be delivered in English.
Delivery Location	Canada Border Services Agency (CBSA) Technology/Technologie NC Region Ottawa, ON K1A 0L5 Canada
Media on which Licensed Software must be Delivered	CD-ROM, DVD or Internet Download.

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Documentation	Upon Contract Award, the Contractor must provide CBSA technical Authority with online access to the Contractor's site to download copies of: a. All installation, setup, management configuration, and user administrator documentation, including applicable hardening guide; and b. all information developed and associated with: i. the design; ii. Development iii. integration; iv. installation; v. Testing of the system; and vi. Troubleshooting support
Software Warranty Period	12 months
Source Code Escrow Required	No

(b) **On-going Maintenance of Software Code**: The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

7.22 **Licensed Software Maintenance and Support**

(a) With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	The Software Support Period is the Contract Period.
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 5 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Contractor must provide On-site Support Services	No
Contractor must provide Swift Action Tactical (SWAT) services	No

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Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: _____ Toll-free Fax Access: _____ Email Access: _____ The Contractor must respond to all telephone, fax or email communications (with a live service agent) within 60 minutes of the initial time of the Client or User's initial communication. [**Note to Bidders**: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].
Website	In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____. [**Note to Bidders**: to be completed with information from the Contractor at the time of award. Bidders are requested to provide this information in their bids].
Language of Support Services	The Support Services must be provided in English, based on the choice of the User requesting support.

7.23 Training

(a)   **Providing Software Training:**

(i)   The Contractor must provide User and System Administrator classroom training on the software products that form part of the Software Solution on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.

(ii)   The training must be provided, as requested in the Task Authorization. All classroom training must be held at a site provided by the Contractor and be available for up to 20 CBSA resources at the same time.

(iii)   The training must be available within 30 working days of the Task Authorization being issued.

(iv)   The training, including both the instruction and the course materials, must be provided in English only.

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(v) Before providing any training, at least 10 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructions to the Technical Authority for approval.

(vi) All training must be provided at the course rates established in the Contract

(vii) All User training courses must include the following topics at a minimum: Overview of the Contractor's Software Solution and technical components, user training on the Solution's functions and features,(including Security) and presentation and walk-through of technical implementation strategies to meet CBSA requirements.

(viii) All System Administrator training courses must include the following topics (at a minimum): technical use (including Security functions and features), configuration, troubleshooting, basic maintenance, preventative maintenance, operation instruction, quick fixes to common problems, and installation.

(ix) Upon completion of training, the Contractor must provide online access to English information on the technical use, configuration, troubleshooting and basic maintenance of the Solution as well as outlining preventative maintenance, operation instruction, quick fixes to common problems and installation and removal of the Contractor's Software Solution's.

7.24 Professional Services - General

(a) The Contractor must provide professional services on request as specified in this Contract.

The following resource will be supplied by the contractor: A Test Data Management and Data Privacy COTS Product Expert who will have a minimum 3 years of the following experience:

(i) Product expertise in Test Data Management and Data Privacy COTS product in various aspects including, but not limited to, the following:
   a. Installation;
   b. Set-up and Configuration;
   c. Implementation;
   d. Performance;
   e. Optimization;
   f. Best Use Cases;
   g. Deployment; and
   h. Integration with other COTS software or applications;

(ii) Experience as part of a quick response team to support implementation of projects;
(iii) Experience in configuring Test Data Management and Data Privacy COTS product to meet client service levels associated with availability, throughput, performance and security;
(iv) Experience in the movement of data from production to test environments based on logical units of work/data relationships in both the distributed and mainframe environments;
(v) Experience in the masking of sensitive data, while at the same time maintaining data relationships;
(vi) Experience in applying a range of masking techniques to transform personally-identifying information and other confidential corporate data;
(vii) Experience with best practices for designing and deploying solutions using Test Data Management and Data Privacy COTS product; and

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(viii)   Experience providing guidance and mentoring on Test Data Management and Data Privacy COTS product.

(b)   The Product Expert's responsibilities will include, but are not limited to the following tasks:

(i)   Support CBSA IT teams by providing expertise and advice on the Test Data Management and Data Privacy COTS product using the experience and certification requirements described above;

(ii)   Support the movement of data from production to test environments based on logical units of work/data relationships in both the distributed and mainframe environments;

(iii)   Support in the masking of sensitive data, while at the same time maintaining data relationships

(iv)   Provide advice in applying masking techniques to transform personally-identifying information and other confidential corporate data;

(v)   Use knowledge and experience described above, to assist CBSA with deliverables; and

(vi)   Mentor and transfer knowledge (to be included at no additional cost) to CBSA (employees and third parties) based on the experience requirements described in 1(a) through documentation and verbal communication, for the execution of the deliverables outlined within the Task Authorization.

All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.

(c)   If the Contractor fails to deliver any deliverable (excluding delivery of an 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.

7.25 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.

7.26 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

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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.

7.27 Termination for Convenience

With respect to Section 30 of General Conditions 2035, if applicable, or Section 32 of 2030, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

    (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or

    (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

7.28 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 themselves as Contractor Representatives prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;

(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

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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.

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ANNEX A

STATEMENT OF REQUIREMENTS

(See attached)

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ATTACHMENT A TO ANNEX A
TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Attachment B to Annex A will be provided to the Contractor. Once a TA Form is received the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form.   The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 5 days turnaround time to submit a quotation.

2. For each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Attachment C of Annex A applicable to the Resource Categories identified in the draft TA.   The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described in the contract (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:

    a)   Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Attachment D to Annex A, Certifications).

    b)   For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.

    c)   For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, the certification must be current, valid and issued by the entity specified in this Contract or if the entity is not specified an accredited or otherwise recognized body, institution or entity.

    d)   For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.

    e)   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 résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

    f)   A résumé 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 the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor 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, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Attachment C to Annex A to determine each proposed resource's compliance with the mandatory criteria. Canada may request proof of successful completion of

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formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not consider any mandatory criteria met unless the response is received within 5 working days. Crown references will be accepted.

4. During the assessment of the resources proposed, should all the references required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contracting Authority may find the quotation to be non-responsive.

5. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature.   The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

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ATTACHMENT B TO ANNEX A

TASK AUTHORIZATION (TA) FORM	

Contractor:		**Contract Number:**	
Commitment: #		**Financial Coding:**	
Task Number (Amendment):		**Issue Date:**	**Response Require By:**

1. Statement of Work (Work Activities, Certifications and Deliverables)

See attached for Statement of Work and Certifications required.

2. Period of Service:	**From** (Date)		**To** (Date)	
3. Work Location:				
4. Language Requirement:				
5. Other Conditions/Constraints:				
6. Level of Security Clearance required for the Contractor Personnel:				

7. Contractor's Response:

Category and Name of Proposed Resource	PWGSC Security File Number	Per Diem Rate	Estimated # of Days	Total Cost
			Estimated Cost	
			Applicable Taxes	
			Total Labour Cost	
			Firm Price	

Contractor's Signature

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TASK AUTHORIZATION (TA) FORM

Name, Title and Signature of Individual Authorized to sign on behalf of the **Contractor** (type or print) _____	Signature: _____ Date: _____

Approval – Signing Authority

Signatures (Client) Name, Title and Signature of Individual Authorized to sign: Technical Authority: _____ Date: _____	**Signatures (PWGSC)** Contracting Authority [1]: _____ Date: _____

[1] Signature required for TA valued at $25,000 or more, Applicable Taxes included.

You are requested to sell to her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.

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ATTACHMENT C TO ANNEX A

RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that the assessor can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

2.0 Mandatory Resource Assessment Criteria for the COTS Product Expert:

#	Mandatory Requirement	Contractor Response (Provide description as requested and indicate where in the resume corroborating information can be located)
M1:	The Test Data Management and Data Privacy COTS Product Expert must have a minimum 3 years of the following experience:	

M1.a	Product expertise in Test Data Management and Data Privacy COTS product in various aspects including, but not limited to, the following:
	   (f) Installation;
	
	   (g) Set-up and Configuration;
	
	   (h) Implementation;
	
	   (i) Performance;
	
	   (j) Optimization;
	
	   (k) Best Use Cases;
	
	   (l) Deployment; and
	
	   (m) Integration with other COTS software or applications;	

M1.b	Experience as part of a quick response team to support implementation projects;	
M1.c	Experience in configuring Test Data Management and Data Privacy COTS product to meet client service levels associated with availability, throughput, performance and security;	
M1.d	Experience in the movement of data from production to test environments based on logical units of work/data relationships in both the distributed and mainframe	

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#	Mandatory Requirement	Contractor Response (Provide description as requested and indicate where in the resume corroborating information can be located)
	environments;	
M1.e	Experience in the masking of sensitive data, while at the same time maintaining data relationships;	
M1.f	Experience in applying a range of masking techniques to transform personally-identifying information and other confidential corporate data;	
M1.g	Experience with best practices for designing and deploying solutions using Test Data Management and Data Privacy COTS product; and	
M1.h	Experience providing guidance and mentoring on Test Data Management and Data Privacy COTS product.	

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ATTACHMENT D TO ANNEX A

CERTIFICATIONS AT THE TA STAGE

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

1.   CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

_____   _____

Print name of authorized individual & sign above   Date

2.   CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

_____   _____

Print name of authorized individual & sign above   Date

3.   CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

_____   _____

Print name of authorized individual & sign above   Date

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4.   CERTIFICATION OF LANGUAGE

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

_____   _____

Print name of authorized individual & sign above   Date

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ANNEX B

BASIS OF PAYMENT

Initial Requirement

	TABLE 1 - FIRM ALL INCLUSIVE PRICE FOR THE INITIAL LICENSED SOFTWARE AND SOFTWARE MAINTENANCE AND SUPPORT SERVICES	
ITEM NO.	DESCRIPTION	FIRM PRICE (A)
1	For the supply and delivery of a Perpetual Entity License for the Software Solution including Software Warranty and documentation all as detailed in this Contract and Annex A – Statement of Requirements	$
2	For the provision of Software Maintenance and Support Services for the software solution for a period of 1 Year from Contract Award, all as detailed in this Contract and Annex A – Statement of Requirements	$
	Total for Table 1:	$

Optional Requirement

	TABLE 2 -FIRM PRICE FOR THE OPTIONAL SOFTWARE MAINTENANCE AND SUPPORT SERVICES	
ITEM NO.	DESCRIPTION	FIRM PRICE (A)
1	Software Maintenance and Support Services for the Software Solution (Option Year 1)	$
2	Software Maintenance and Support Services for the Software Solution (Option Year 2)	$
3	Software Maintenance and Support Services for the Software Solution (Option Year 3)	$
4	Software Maintenance and Support Services for the Software Solution (Option Year 4)	$
5	Software Maintenance and Support Services for the Software Solution (Option Year 5)	$
	Total for Table 2 (sum of Column A):	$

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TABLE 3 - FIRM ALL INCLUSIVE PER DIEM RATES FOR OPTIONAL PROFESSIONAL SERVICES TO BE PROVIDED ON AN "AS AND WHEN REQUESTED BASIS" AS DETAILED IN ARTICLE 7.10				
ITEM NO.	DESCRIPTION	FIRM PER DIEM RATE FOR PRODUCT EXPERT (A)	NO. OF DAYS FOR EVALUATION PURPOSES ONLY (B)	EXTENDED PRICE FOR EVALUATION PURPOSES (C) = (A x B)
1	Initial Contract Period	$	40	$
2	Option Year 1	$	20	$
3	Option Year 2	$	20	$
4	Option Year 3	$	20	$
5	Option Year 4	$	20	$
6	Option Year 5	$	20	$
		Total for Table 3 (sum of Column C):		$

TABLE 4A - CEILING ALL INCLUSIVE PRICE PER COURSE FOR OPTIONAL USER CLASSROOM TRAINING ON AN "AS AND WHEN REQUESTED"BASIS AS DETAILED IN ARTICLE 7.10				

The amounts below are for classroom training at the Contractor's facilities. The Maximum Classroom size is 20 participants.

ITEM NO.	DESCRIPTION	CEILING COURSE PRICE (A)	NO. OF COURSES FOR EVALUATION PURPOSES ONLY (B)	EXTENDED PRICE FOR EVALUATION PURPOSES (C) = (A x B)
1	Initial Contract Period	$	3	$
2	Option Year 1	$	2	$
3	Option Year 2	$	1	$
4	Option Year 3	$	1	$
5	Option Year 4	$	1	$
6	Option Year 5	$	1	$
		Total for Table 4A (sum of Column C):		$

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TABLE 4B - CEILING ALL INCLUSIVE PRICE PER COURSE <u>FOR OPTIONAL SYSTEM ADMINIISTRATOR CLASSROOM TRAINING</u> ON AN "AS AND WHEN REQUESTED"BASIS AS DETAILED IN ARTICLE 7.10

The amounts below are for classroom training at the Contractor's facilities. The Maximum Classroom size is 20 participants.

ITEM NO.	DESCRIPTION	CEILING COURSE PRICE (A)	NO. OF COURSES FOR EVALUATION PURPOSES ONLY (B)	EXTENDED PRICE FOR EVALUATION PURPOSES (C) = (A x B)
1	Initial Contract Period	$	2	$
2	Option Year 1	$	1	$
3	Option Year 2	$	1	$
4	Option Year 3	$	1	$
5	Option Year 4	$	1	$
6	Option Year 5	$	1	$
			Total for Table 4B (sum of Column C):	$

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ANNEX C

SECURITY REQUIREMENTS CHECK LIST

(See attached)

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ANNEX D
DEFINITIONS

"Bug Fixes" means a temporary work-around, patch, or bypass to update the program code to correct errors or defects.

"Enhancement" also often referred to as an "**interim release**" means an interim release version of the Licensed Software, which is often documented by adding a further decimal and digit to the version or release number (e.g., V.X.X.2 would be the next enhancement after V.X.X.1).

"Error" means any software instructions or statement contained in (or absent from) the Licensed Program that, by its presence or absence, prevents the Licensed Software from operating in accordance with the Specifications.

"Extensions" means an update to the Licensed Software that extends the features, functionality or performance of the Licensed Software program code, regardless of whether the Contractor refers to it as an "extension".

"New Release" means a system release, a version release, and interim release of the Licensed Software, regardless of whether the Contractor refers to it as a "new release".

"Renames" means an upgrade to the Licensed Software where the product name is changed, but the new software product has similar features and functionality as the Licensed Software, regardless of whether the Contractor refers to it as a "rename".

"Service Releases" means a release of the Software which is designed to operate on designated combinations of computer hardware and operating systems. A new System Release typically will be indicated by the addition of one (1) to the first digit of the release number (e.g. v.2.X.X would be the next System Release after v.1.X.X).

"Software Patches" means an engineering fix to a problem that may be incorporated into a new release to update the Licensed Software in order to improve or correct errors or defects in the program code.

"Technical Support Organization" ('TSO') means those Contractor product specialists who make available technical support to Contractor's Clients who have contracted for and are current under Contractor's Maintenance Services.

"Upgrades (major)" means an update to the Licensed Software to add, extend, enhance and/or improve the existing features, functionality and/or performance of the program code, which is documented by a version or build number change to the left of the first decimal (e.g., Product X Version 1.3 changes to Product 2.0 or Product X Version 1.1.5 changes to Product X Version 2.0.0), regardless of whether the Contractor refers to it as a "major upgrade".

"Upgrades (minor)" means an update to the Licensed Software to add, extend, enhance and/or improve the existing features, functionality and/or performance of the program code, which is documented by a version or build number change to the right of the first decimal (e.g., Product X Version 1.0 changes to Product X Version 1.1 or Product X Version 1.0.0 changes to Product X Version 1.0.1), regardless of whether the Contractor refers to it as a "minor upgrade".

"Version Release" means a release often involving a limited number of new or enhanced features or functionality or features and error corrections, which is often documented by adding a second digit after the release number (e.g., V.X.2.X would be the next version release after V.X.1.X).

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BIDDER FORMS

Form 1

BID SUBMISSION FORM		
Bidder's full legal name *[**Note to Bidders:** Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]*		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:	
	Title:	
	Address:	
	Telephone #:	
	Fax #:	
	Email:	
Proof of Proposal (PoP) Test representatives/technical contact	Name:	
	Title:	
	Address:	
	Telephone #:	
	Fax #:	
	Email:	
Bidder's Procurement Business Number (PBN) *[see the Standard Instructions 2003]* *[**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.]*		
Jurisdiction of Contract: Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		

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BID SUBMISSION FORM

Former Public Servants See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes _____ No _____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "	
	Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive? Yes _____ No _____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "	
Licensed Software Maintenance and Support: (Contracting Officers should only insert when supplemental General Conditions 4004 has been inserted in Part 7).	Toll-free Telephone Access:	
	Toll-Free Fax Access:	
	E-Mail Access:	
	Website address for web support:	
Security Clearance Level of Bidder [include both the level and the date it was granted] [**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.]*		

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;

2. This bid is valid for the period requested in the bid solicitation;

3. All the information provided in the bid is complete, true and accurate; and

4. 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	_____

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Form 2 **Substantiation of Technical Compliance Form**		
Article of Statement of Work that requires substantiation by the Bidder	**Bidder Substantiation**	**Reference to additional Substantiating Materials included in Bid**
Mandatory Criteria **A. Technical Requirements**		
A1.		
A2.		
A3.		
A4.		
A5.		
A6.		
A7.		
A8.		
A9.		
A10.		
A11.		
A12.		
A13.		
A14.		
A15.		
A16.		
A17.		
A18.		
A19.		
A20.		
A21.		
A22.		
A23.		
A24.		
A25.		
A26.		
A27.		
A28.		

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A29.		
A30.		
A31.		
A32.		
A33.		
A34.		
A35.		
A36.		
A37.		
A38.		
A39.		
A40.		
A41.		
A42.		
A43.		
Mandatory Criteria **B. (Audit)**		
B1.		
B2.		
B3.		
B4.		
B5.		
B6.		
B7.		
B8.		
B9.		
B10.		
Mandatory Criteria **C. Access Control**		
C1.		
C2.		
C3.		
C4.		
C5.		
C6.		

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C7.		
C8.		
C9.		
Mandatory Criteria **D. Security**		
D1.		
D2.		
D3.		
D4.		
D5.		
Mandatory Criteria **E. Corporate Mandatory Requirements**		
E1.		
E2.		
Rated Criteria		
F1.		
F2.		
F3.		
F4.		
F5.		
F6.		
F7.		
F8.		
F9.		
F10.		

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Form 3

SOFTWARE LIST

LIST OF ALL SOFTWARE COMPONENTS, INCLUDING VERSION NUMBER, INCORPORATED IN THE DATA MANAGEMENT AND PRIVACY SOLUTION

Software Name   **Version Number/Model/Product/SKU**

_____   _____

_____   _____

_____   _____

_____   _____

_____   _____

_____   _____

_____   _____

_____   _____

_____   _____

_____   _____

_____   _____

_____   _____

_____   _____

_____   _____

_____   _____

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Form 4
Software Publisher Certification Form
(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:

_____

_____

_____

_____

[bidders should add or remove lines as needed]

Name of Bidder: _____

Signature/Date: _____

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Form 5
Software Publisher Authorization Form
(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

_____

_____

[bidders should add or remove lines as needed]

Name of Software Publisher (SP)   _____

Signature of authorized signatory of SP   _____

Print Name of authorized signatory of SP   _____

Print Title of authorized signatory of SP   _____

Address for authorized signatory of SP   _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP   _____

Date signed   _____

Solicitation Number   _____

Name of Bidder   _____

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Form A to Part 5 – Bid Solicitation

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment and Social Development Canada (ESDC) - Labours' website.

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

Complete both A and B.

A. Check only one of the following:

( )   A1.   The Bidder certifies having no work force in Canada.

( )   A2.   The Bidder certifies being a public sector employer.

( )   A3.   The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act.*

( )   A4.   The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

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

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

OR

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

B. Check only one of the following:

( )   B1   The Bidder is not a Joint Venture.

OR

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

ANNEX A

STATEMENT OF REQUIREMENTS

(SOFTWARE REQUIREMENTS SPECIFICATIONS)

For a

Management & Privacy of Test Data Software Solution

47419-153023 -SOR_Test_Data_Management_Data_Privacy

Table of Contents

1. Requirement Summary

CBSA has a requirement for a Management & Privacy of Test Data Software Solution; that must work; be complete; and is responsive to the requirements of the RFP. The contractor is required to deliver, enable and support a Software Solution delivery that will be accepted and considered by the CBSA as having Quality of Use, Execution and Results; and is compliant with the requirements of the contract at all times.

The CBSA requirements include the delivery, acceptance and consideration of a commercial off the shelf (COTS) Software Solution; for the management and privacy of test data, that provides masked migration of corporate data throughout the various environments on CBSA's platforms, while retaining the referential integrity of the data.

The requirements include the following elements:

    a.   Licensed software of the Software Solution (including maintenance and support services);
    b.   Documentation;
    c.   Optional Software Maintenance and Support Services;
    d.   Optional Training; and
    e.   Optional Professional Services;

1.1.   Objective and Goals

The objective of this requirement is to support Canada Border Services Agency`s (CBSA's) need for a commercial off-the-shelf (COTS) Software Solution. The Software Solution, for the management and privacy of test data, to provide masked migration (as defined in Appendix D) of production data throughout the various environments on CBSA's platforms, while retaining the referential integrity (as defined in Appendix A) of the data.

As described in Appendix E – CBSA Database and OS Platform List, CBSA has production data throughout the various environments on CBSA's platforms. CBSA is seeking through this RFP, the acquisition of a software solution to provide masked migration of corporate data throughout the various environments on CBSA's platforms, while retaining the referential integrity of the data.

1.2. Purpose

The Software Solution is required to allow CBSA to use production data throughout the various environments on CBSA's platforms. For privacy and security reasons must be masked for testing purposes. CBSA is seeking through this requirement to acquire a software solution to provide the masked migration of corporate data throughout the various environments on CBSA's platforms, while retaining the referential integrity of the data.

The Information, Science and Technology Branch (ISTB) of the Canada Border Services Agency (CBSA), supports the management of Canada's border through the strategic development, application and oversight of information management, technology systems and the delivery of science services.

Within ISTB, the Enterprise Services Directorate (ESD) serves as the IT service provider to all other CBSA branches for the effective delivery of technology products, applications and services to meet business needs while ensuring integrity and availability of all technology infrastructures for the Agency. ESD supports a number of platforms including mainframe, UNIX and various distributed platforms.

2. Solution Mandatory Requirements

The Software Solution must meet the following mandatory requirements:

A. Technical Requirements

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
A1.	The Software Solution must work, be complete and be responsive to the requirements of the RFP and any related contract.			
A2.	The Software Solution must allow CBSA to attain the Goals, Objectives and Purposes detailed in Section 1 of the Software Requirements Specifications			
A3.	The Software Solution must substitute personally-identifying information and confidential data with fictionalized, contextually correct data in a database.			
A4.	The Software Solution must work and integrate with the Technical Environment described in Appendix C.			
A5.	The Software Solution is required to operate successfully totally within the CBSA operational environment. The Software Solution must not require connectivity to or a link from the Contractor's IT systems.			
A6.	The Software Solution must deliver, enable and support privacy substitutions of attributes within text fields within the DBMS identified in Appendix E – CBSA DBMS-OS Platform List.			
A7.	The Software Solution must deliver and provide the functionality to modify all supported data types within the DBMS identified in Appendix E – CBSA DBMS-OS Platform List.			
A8.	The Software Solution must deliver and provide the functionality to propagate all database keys across			

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
	tables to ensure both logical and physical data integrity.			
A9.	The Software Solution must be able to import and export rule sets and configuration files between multiple environments.			
A10.	The Software Solution must deliver, enable and support privacy substitutions of attributes within Well-Formed XML (as defined by the W3C) data structures within a database.			
A11.	The Software Solution must deliver and provide the functionality to create a test database by extracting a representative part of the production database, while maintaining the logical and physical referential integrity of the data.			
A12.	The Software Solution must enable users to define relationships between data that is not already defined by foreign keys.			
A13.	The Software Solution must give the user the option to run tasks in background or batch mode.			
A14.	The Software Solution must deliver and provide functionality to age test data according to CBSA's parameters.			
A15.	The Software Solution must move data from one environment to another environment without altering the format and structure of the data.			
A16.	Following the data masking process, The Software Solution must provide the ability to mark restore points and the functionality to restore data to a specific point-in-time.			
A17.	The Software Solution must deliver and provide the functionality to identify sensitive data using patterns and values.			

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
A18.	The Software Solution must provide both built-in data masking rules, as well as user defined masking rules. Examples: a. Built-in masking rule: (Example: SIN # masking rule); and b. User Defined masking rule: (Example: Family name across an address). For this criterion, The Software Solution must not limit the number of data masking rules being used.			
A19.	The Software Solution must provide automatic determination of relationships between data structures via data content.			
A20.	The Software Solution must store all rules in one central repository for reuse and collaboration.			
A21.	The Software Solution must deliver and provide data masking that can be : a. Static or on demand; b. Policy driven for sensitive data types; c. Consistent across databases; and d. Moved and masked or masked in place.			
A22.	The Software Solution must refresh the test data from either an extract file or do a partial refresh from the source.			
A23.	The Software Solution must operate on a set of related data. This is defined as a business object that includes relationships that can span across heterogeneous databases.			
A24.	The Software Solution must deliver and provide the following functionality: a. Examine and understand related data from multiple sources;			

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
	b. Edit, delete or insert data to test application logic using related data from multiple sources; c. Map data from multiple sources to define data model changes; and d. Mask related data.			
A25.	The Contractor's Software Solution must deliver, enable and support the maximum table size and column length limits in accordance with the limits and capabilities of all supported DBMS versions identified in Appendix E – CBSA DBMS-OS Platform List.			
A26.	The Contractor's Software Solution must deliver and provide error handling functionality to enable troubleshooting of technical problems.			
A27.	The Contractor's Software Solution must deliver, enable and support Vertical Scalability i.e. the ability to increase computing resources within a server or replace an existing fully-populated server with one that has a higher capacity.			
A28.	The Contractor's Software Solution must deliver, enable and support Horizontal Scalability i.e. the ability to add more servers in order to accommodate an increased load.			
A29.	The Contractor's Software Solution must deliver and provide the ability to install multiple independent instances of the various solution components on the same logical server simultaneously.			
A30.	The Contractor's Software Solution must make use of multi CPU architecture.			
A31.	The Contractor's Software Solution must be Graphical user-Interface (GUI) based.			
A32.	The Software Solution must produce the masked data in a format that can naturally be read. For example: "Smith" appears as "Jones" – not "xcvtr".			
A33.	The Software Solution must mask the data at rest. Within the data masking technology this is commonly referred to as Static Data Masking (SDM). In terms of			

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
	this criterion, this means that the result of the data masking operation must be stored directly in the database as a replacement of the original data content. In this way there is no way to by-pass the masking process to view the sensitive data while at rest inside the database or from a backup of the database.			
A34.	The Software Solution must generate masked data that is not reversible. In terms of this criterion, there must not be a way to see or derive the original value of the data element after the data masking process.			
A35.	The Software Solution must permit for the use of multiple rules at the same time. Example: 1) repeatable, 2) gender, 3) family unit a. John Smith 100 Main St (Father) - becomes - Frank Black 100 Main St; b. Barb Smith 100 Main St (Mother) - becomes - Nancy Black 100 Main St; c. Bob Smith 100 Main St (Son) - becomes - Dave Black 100 Main St; d. Sue Jones 100 Main St (Grandmother) - becomes - Linda Franks 100 Main St; e. George Smith 200 Main St (Neighbour) - becomes - Pat Brown 200 Main St; For this criterion, The Software Solution must not limit the number of data masking rules being used.			
A36.	The Software Solution must allow CBSA to define substitution data.			
A37.	The Software Solution must not place any limitation on the volume of data being masked.			
A38.	The Contractor's Software Solution must be installable and fully operational on VMWare-virtualized images of either: a. Windows 2008 SP2 and above; or b. Red Hat Enterprise Linux (RHEL) 6.4 and above.			

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
	If the Contractor's Software Solution requires separate instances per database/Operating System platform, the Contractor's Software Solution must also be installable and fully operational on Solaris 10 and above and z/OS 1.1.3 and above.			
A39.	The Contractor's Software Solutions must maintain field edit attributes such as length of field and format.			
A40.	The Contractor's Software Solution must deliver and provide a discovery mechanism automating the discovery process and minimizing the number of undetected data relationships. For this criterion, the discovery process must not expose unmasked data to the rules administrator.			
A41.	The Software Solution must allow the rule sets to be applied to single or multiple distinct environments and databases as defined by CBSA. Example 1: Apply a rule set from a development environment to a test environment; Example 2: Apply a rule set from a z/OS database to a Solaris database.			
A42.	The Software Solution must deliver and provide data-masking rules in one "central dashboard", for rules occurring across multiple cross-referenced databases.			
A43.	The Software Solution must deliver and provide version control functionality to enable review and tracking of historical changes on the rule sets.			

B. Audit

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
B1.	The Software Solution must produce audit records that capture at a minimum the following events performed by user, service, and system accounts, groups, and roles, including those that are privileged: a. Type (e.g.. login, logoff, configuration changed);			

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
	b. When (e.g. 2013-01-01 5:00am EST); c. Where (e.g. system ID); d. Source (e.g. workstation ID); e. Outcome (e.g. success, fail); f. Identity (e.g. User ID, service account ID, system account ID). and g. Data Manipulation Language (DML) statement(s) submitted.			
B2.	The Software Solution must synchronize its time with a client defined authoritative time source.			
B3.	The Software Solution must generate time stamps for audit records that use internal system clocks and contain both date and time including seconds expressed in Coordinated Universal Time (UTC) or local time with an offset from UTC.			
B4.	The Software Solution must notify administrators and perform configured recovery actions if the audit service fails or is inadvertently turned off.			
B5.	The Software Solution exception handling service must log all exceptions and failure events to an exception log.			
B6.	The Software Solution must generate reports for audit records in a readable format.			
B7.	The Software Solution must be able to send audit records to a central repository.			
B8.	The Contractor's Solution must encrypt user IDs and passwords between a client device and servers in accordance with Communications Security Establishment Canada (CSEC) guidance as defined in https://www.cse-cst.gc.ca/en/group-groupe/its-advice-and-guidance.			
B9.	The Software Solution must permit the configuration of an audit log retention period.			
B10.	The Software Solution must customize where audit logs are stored within their solution.			

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C. Access Control

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
C1.	The Software Solution must deliver and provide user identification, authentication and authorization using role-based access permissions through a Lightweight Directory Access Protocol version 3 (LDAPv3) Compliant Directory (Active Directory for windows or CA E-Trust on Unix/Linux) and ACF2 (Access Control Facility) discretionary access control software.			
C2.	The Software Solution must require a user name and password login.			
C3.	The Software Solution must prompt the user to enter and confirm a new password on the date the previous password expires if credentials are stored locally.			
C4.	The Software Solution must enable passwords to expire at various times as predetermined by CBSA if credentials are stored locally.			
C5.	The Software Solution must permit only one instance of a password per account at any given time.			
C6.	The Software Solution must not allow any operation or activity to be performed on any database object unless the user is authorized to conduct the operation concerned.			
C7.	The Software Solution must enable adjustment to the degree of detail levels captured by the auditing capability as required.			
C8.	The Software Solution must allow the functionality to set the length of time that the user's password(s) will be valid.			
C9.	The Software Solution must include the user with the option to set the number of failed access attempts that will be allowed.			

D. Security

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
D1.	The Software Solution must deliver and provide user activity auditing that provides an administrator the ability to determine all commands which have been run.			
D2.	The Software Solution must utilize a read only access to the Source data.			
D3.	The Software Solution must deliver and provide for management through secure connections that utilize TLS version 1.1 or higher protocols.			
D4.	The Software Solution must be able to be hardened by CBSA, which includes the ability to disable or remove unnecessary components, services, and user IDs and passwords.			
D5.	The Software Solution must allow for administration of all default passwords and privileges of user, service, and system accounts, groups, and roles.			

3. Corporate Mandatory Requirements

A Contractor's bid must be compliant with **all** corporate mandatory requirements.

E. Corporate Mandatory Requirements

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
E1.	The Bidder must have provided three (3) different clients within 7 years prior to the issuance of this RFP for the proposed Software Solution. For each experience: a. The software solution must have been operational for at a minimum of 1 year; b. The Software Solution must have been maintained and supported by Bidder for a minimum of 1 year; c. At least 1 of the client references must be for a Large Scale Enterprise Level Implementation (Large Scale Enterprise Level Implementation is defined as the Software Solution implemented in a z/OS environment with capacity of 1759 Millions of Service Units (MSUs) or greater). For each of the 3 client references, the Bidder must provide the following project information at a minimum: a. Project Name; b. Project Description; c. Client organization and location; d. Client Contact persons' full name, position title, phone number and e-mail address; e. The date the Software Solution was implemented and how long it was operating; and f. Overview of the technical environment in which the software is currently running.			
E2.	The Bidder must demonstrate its experience in providing 3 different clients with professional services using COTS Software subject matter experts for the proposed Software Solution, within 7 years prior to the issuance of this RFP. The project references must not be from within the Bidder's own organization or for clients affiliated with the Bidder or its subcontractors. For each of the project references the Bidder must provide following project information at a minimum:			

NO #	Mandatory Criteria	Comply (yes/no)	Substantiation	Reference
	a. Project Name; b. Project Description; c. Client organization and location; d. Client Contact persons' full name, position title, phone number and e-mail address; and e. Start date, end date and level of effort (in person days) of the work performed.			

4. Solution Rated Requirements

The Software Solution will be reviewed against the following rated requirements. The Contractor must achieve a minimum of 60 out of 100 possible points to be determined compliant.

F. Rated Requirements

NO #	Rated Criteria	Weighting and points	Substantiation	Reference
F1.	The Software Solution should be able to substitute Binary Large Object (BLOB) files with generic BLOB files. **15 points:** The Software Solution provides the functionality. **0 points:** The Software Solution does not provide the functionality.	15		
F2.	The Software Solution should be able to provide a command line interface. **3 points:** The Software Solution provides the functionality. **0 points:** The Software Solution does not provide the functionality.	3		
F3.	The Software Solution should be able to extract high volumes of data 1 Terabyte or greater. **20 points:** The Software Solution provides the functionality. **0 points:** The Software Solution does not provide the functionality.	20		
F4.	The Software Solution should be able to provide specific data masking techniques as identified in Appendix D. **Total Maximum points: 7** **7 points:** The Software Solution supports all 9 Data Masking techniques as identified in Appendix D. **5 Points:** The Software Solution supports between a minimum of 6 of the Data Masking techniques as identified in Appendix D.	7		

NO #	Rated Criteria	Weighting and points	Substantiation	Reference
	3 Points: The Software Solution supports a minimum of 1 of the Data Masking techniques as identified in Appendix D. **0 points:** The Software Solution does not support any of the Data Masking techniques as identified in Appendix D.			

F5.	The Software Solution should provide the functionality to import metadata from the following products:
	
	    a. CA Erwin Data Modeling; or
	
	    b. InfoSphere Data Architect v9.1.1.
	
	Total Maximum points: 20
	
	20 points: The Software Solution can import metadata from both listed products.
	
	10 points: The Software Solution can import metadata from any one of the listed products.
	
	0 points: The Software Solution cannot import metadata from any of the listed products.**0 points:**
		20		

F6.	The Software Solution should be able to export rule-sets in a readable format for documentation purposes. **Total Maximum points: 3 points:** The Software Solution can export rule-sets in formatted presentation, I.e. Microsoft Word Document, for documentation purposes. **1.5 points:** The Software Solution can export rule-sets in a readable dump of text data only, for documentation purposes. **0 points:** The Software Solution cannot export rules-sets in a readable format for documentation purposes.	3		
F7.	The Software Solution should provide both pre-built and configurable reporting capability. This means that the solution should provide a series of	15		

NO #	Rated Criteria	Weighting and points	Substantiation	Reference
	pre-built (canned) reports to provide the user with reports on data masking run statistics and other data masking run log information like errors, counts etc. The Contractor's Solution should also provide the capability for the user to create new additional reports or configure the original canned reports. **Total Maximum points: 15** **5 points:** The Software Solution provides the functionality of pre-built (canned) reports. **5 points:** The Software Solution provides the functionality to configure the original canned reports. **5 points:** The Software Solution provides the functionality to create new additional reports			
F8.	The Software Solution should accommodate backup to Tivoli Storage Manager (TSM). **3 points:** The Software Solution provides the functionality. **0 points:** The Software Solution does not provide the functionality.	3		
F9.	The Software Solution should include functionality for Dynamic Data Masking (DDM). A DDM monitor intercepts each request to a database that retrieves data (either an ad hoc query or an application's query) and analyzes it. Then the DDM monitor modifies the database response by masking sensitive data according to the masking rules and user entitlements. As a result, the user who placed the request gets access to only the data to which he or she is entitled and no physical changes to the original production data take place. **7 points:** The Software Solution provides the	7		

NO #	Rated Criteria	Weighting and points	Substantiation	Reference
	functionality. **0 points:** The Software Solution does not provide the functionality.			
F10.	The Software Solution should contain a scheduling function which allows the processing of masking job at specific times. Additional points will be awarded for solutions that can interface with Control M Workload Automation. **Total Maximum points: 7** **7 points:** The Software Solution contains a scheduling function which allows the processing of masking job at specific times as well as can interface with Control M Workload Automation. **4 points:** The Software Solution contains a scheduling function which allows the processing of masking job at specific times but cannot interface with Control M Workload Automation. **0 points:** The Software Solution does not contain a scheduling function which allows the processing of masking job at specific times.	7		

Appendices

Appendix A - Glossary and Definitions

Term	Definitions
Administrator	Administrator is a person who is responsible for the upkeep, configuration, and reliable operation of a designated function or component of the Software Solution.
Ageing Data	A method of modifying database date fields according to a specific User-defined scenario for testing purposes. Depending on the scenario that needs to be tested, the given date can either be back dated or front dated.
Availability	The assurance that an IT infrastructure has suitable recoverability and protection from system failures, natural disasters or malicious attacks
Background Mode	Background mode occurs when a program is running and performing tasks, but they are not visible to the User as they are occurring in the background, enabling other programs to function at the same time.
Batch Mode	Batch Mode or Batch Processing is the execution of a series of programs ("jobs") on a computer without manual intervention.
BLOB	Binary Large Object is a collection of binary data (http://en.wikipedia.org/wiki/Binary_data) stored as a single entity in a database management system (http://en.wikipedia.org/wiki/Database_management_system)
Client User	Employees of the CBSA and other individuals authorized by the client to perform services in relation to the business and affairs of the client, including Contractors or consultants performing work for the client from time to time.
Common Rule Set	Common Rule set definitions are a collection of data rule definitions
Data	Data is information processed or stored by a computer. This information may be in the form of various types of data stored in CBSA databases identified in Appendix E – CBSA Database and OS Platform List.
Data Discovery	Data discovery is a Business intelligence (http://en.wikipedia.org/wiki/Business_intelligence) architecture aimed at interactive reports and explorable data from multiple sources
Development and Test	The Development and Test environment are specific environments on technology platforms specifically used by administrators and developers to test new functionality and application releases without impacting end Users.

Extract-Transform-Load	Extracts data from multiple sources, transforms it to fit business needs, and ultimately loads it into the data warehouse. IBM's Infosphere Information Server (Data Stage) or higher will continue to be used for this function. .
GUI capability	A graphics-based operating system interface that uses icons, menus and a mouse (to click on the icon or pull down the menus) to manage interaction with the system
Horizontal Scalability	Horizontal Scalability is defined as the ability to add more servers in order to accommodate an increased load.
Masked Migration	Duplication of production data while masking identified sensitive data for use in development, testing, user acceptance and pre-production purposes.
National Capital Region (NCR)	An official federal designation for the Canadian capital of Ottawa, Ontario, the neighbouring city of Gatineau, Quebec, and surrounding urban and rural communities within 60 km of Ottawa.
Principal Period of Maintenance	The identified timeframe under which the solution must be supported by the Contractor.
Referential Integrity	Referential integrity is a database concept that ensures that relationships between tables remain consistent. When one table has a foreign key to another table, the concept of referential integrity states that you may not add a record to the table that contains the foreign key unless there is a corresponding record in the linked table. It also includes the techniques known as cascading update and cascading delete, which ensure that changes made to the linked table are reflected in the primary table.
Seamless Integration	The ability to interoperate with an existing component in such a way that the existing component(s) need not be modified to achieve full optimal functionality of either component.
Sensitive and Personally-Identifying Data Elements	Sensitive Data Elements or Personally identifiable information is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.
Software	Is defined for this purpose as commercial off-the-shelf software, proprietary software, shareware, freeware, open source and data sets. Software is defined for this purpose as commercial off-the-shelf software, proprietary software, freeware, and data sets
System Administrator	System Administrator is a person who is responsible for the upkeep, configuration, and reliable operation of the Software Solution.

Vertical Scalability	The ability to increase computing resources within a server or replace an existing fully-populated server with one that has a higher capacity. This may also be called scaling-up.
Well-formed	A well-formed document in XML is a document that adheres to the syntax rules specified by the XML 1.0 specification in that it must satisfy both physical and logical structures.
W3C	The World Wide Web Consortium (W3C) is the main international standards organization for the World Wide Web (abbreviated WWW or W3).

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Appendix B - Acronyms

Acronym	Definitions
ACF2	Access Control Facility
CBSA	Canada Border Services Agency
COTS	Commercial Off the Shelf
CSEC	Communications Security Establishment Canada
DBA	Database Analyst *(Internal to the Agency)*
DBMS	Database Management System
DDL	Data Definition Language
ESD	Enterprise Services Directorate
FTP	File Transfer Protocol
GOC	Government of Canada
GUI	Graphical User Interface
HA	High Availability
ISTB	Information, Science and Technology Branch
LDAP	Lightweight Directory Access Protocol
NCR	National Capital Region
POP	Proof of Procurement
PPM	Principal Period of Maintenance
RFP	Request for Proposal
SOW	Statement of Work
TDM	Test Data Management
TLS	Transport Layer Security

Appendix C – CBSA Technical Environment

Current CBSA Technical Infrastructure

Data Centers

The CBSA has two Data Centers supported by Shared Services Canada (SSC) which house four (4) distinct technology platforms (i.e. hardware and operating systems):

 a. Windows Platform – based on Intel x86 chip architecture running the Microsoft Windows Server operating system

 b. LINUX Platform – based on Intel x86 chip architecture running the RedHat Enterprise LINUX (RHEL) operating system

 c. UNIX Platform – based on Sun SPARC Reduced Instruction Set Computing (RISC) processor architecture running the Sun Solaris operating system

 d. Mainframe Platform – based on IBM mainframe architecture running the z/OS operating system

Additional considerations:

 a. The two Data Centers may be located at distances greater than 50 kilometers

 b. For high-availability business system resilience, active-active configuration redundancy is achieved either through intra-DC (redundancy within a data center) or configured across Data Centers

 c. Disaster recovery may require additional passive (dormant) licensing to be activated in the case of a crisis whereby the primary software is no longer available

 d. Disaster recovery (data perspective) is supported through hardware mirroring of the Storage Area Network (SAN)

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Windows Platform
Distributed Computing Environment

The Distributed Computing Environment (DCE) is a Client/Server based infrastructure that consists of Windows-based servers, desktops, tablets and laptops with Windows Active Directory (AD) providing the backend directory services.

There are approximately 400 sites across Canada supported by the DCE. These sites vary in size from a handful of users to thousands in a single building. Bandwidth at these sites also varies as indicated in section Network Environment. A distributed site may be comprised of one or more File and Print servers, access to local or centralized MS Exchange mail services, an AD domain controller, and a number of locally networked desktops. A larger portion of sites leverage regional hub and/or central services.

Centralized Windows Services

The Server side is currently running Server 2008 and/or Server 2008 R2 64bit. Servers are currently running on HP BL 465C/685C G7/G8 hardware. CBSA leverages VMware ESXi 5.5 to support a significant portion of production services.

SSC has also implemented the Centralized Technology Platform (CTP) using Citrix XenApp, which consists of central servers located in the National Capital Region hosting a variety of applications and services for a select group of end-users. These applications and services include specific line-of-business applications along with base productivity applications such as MS Office, Outlook and Exchange, a host emulator (Attachmate) and basic File and Print services.

The CTP platform also accommodates Secure Remote Access (SRA) users who may not be on the current network shared between CRA and the CBSA (RCNet) and are connecting to the DCE via alternative access methods (e.g. Public ISP's). The SRA Platform is a subset of the DCE and is also based on the Windows Server and Windows Client operating systems.

The following bullets will highlight the key Windows based software installed within the DCE and their anticipated upgrades based on the current roadmap:

    a. MS Windows 2008 Server / Server 2008 R2;
    b. Citrix XenApp;
    c. MS Windows 7;
    d. MS Windows 8.1 optional for x64 development and tablet compute requirements;
    e. MS Office 2010; and
    f. MS Exchange 2010.

The current version of the Java Runtime Environment (JRE) installed on each desktop is version 1.7.

The underlying hardware for the Windows environment consists of servers based on AMD and Intel architectures using multi-core and multi-processor technology. Desktops and laptops are also based on AMD and Intel architectures using both single or multi core processors and dual channel memory. CBSA almost exclusively leverages VMWare ESXi to host all production and non-production Windows-based servers.

LINUX Platform

SSC operates and supports the Red Hat Enterprise Linux (RHEL) platform to host web based services and other applications including commercial off the shelf (COTS) software.

The underlying hardware on this platform consists of C7 chassis /w 10g switches and up to 16 half-height 2-socket 8-core 256Gb RAM configured blades, running RHEL partitioned through VMWare virtualization. To meet high availability requirements, critical hardware and software components are redundantly deployed over two (2) data centers in Ottawa.

   a.   RHEL v6.4;
   b.   Weblogic 10.3.6;
   c.   Websphere Application Server v8.x; and
   d.   ESX 5.1.

UNIX Platform

SSC operates and supports the Sun/Solaris based UNIX platform to host web based services and other applications including commercial off the shelf (COTS) software.

The underlying hardware on this platform consists of Sun M9000 enterprise-class servers and T-Series blade servers, running Sun Solaris operating system (version 10) and supporting partitioned domains and shareable computing hardware resources. To meet high availability requirements, critical hardware and software components are redundantly deployed over two (2) data centers in Ottawa.

   a.   Solaris 10 (Includes Zones, LDOMS, Dynamic System Domains and Dynamic Domains);
   b.   Weblogic 10.X;
   c.   Current version of Apache;
   d.   Siteminder and Identity Manager R12;
   e.   CA Directory R12sp1 (X500); and
   f.   IBM DB2 LUW v9.7.

Mainframe Platform

SSC operates multiple IBM zSeries Enterprise Class machines (currently z196, evolving to EC12 in the next year) deployed over two (2) data centers in the National Capital Region. Within each data center, the machines are clustered in parallel sysplex configurations. The platform supports z/OS and MVS operating systems for legacy systems, and may expand into z/LINUX over the next years. Workload is managed across a variety of general purpose and specialty engines (zAAP on zIIP, zIIP, crypto).

Peripheral device attachment and channel interfacing is primarily FICON. Connection to the network infrastructure is Ethernet via IBM Open Systems Adapters (OSA).

 a. z/OS Version 1.13;
 b. CICS v5 supported by CTG v9 (CICS Transaction Gateway);
 c. Websphere Application Server v8.5.5.3;
 d. MQ v7.1; and
 e. IBM DB2 v10.

Network Environment

The SSC Finance Portfolio (formerly Canada Revenue Agency) operates a private Wide Area Network (RCNet) that extends to approximately 400 sites across Canada. RCNet installs MPLS based routing infrastructure and local switches in each building to interconnect user backbone and common access segments within the buildings, and to provide connectivity to the wide area network.

The majority of the buildings are interconnected via MPLS (Multiprotocol Label Switching) circuits, although others are connected via site and user based IPsec VP tunnels over Internet (DSL, cable, Satellite). Minimum MPLS connection speed is 1.5 mbps with sites upgraded to traffic demand require. Sites with IPSEC VPN tunnel have a variety of connection speeds using various ISP offerings.

Backup Software

SSC utilizes the Tivoli Storage Management (TSM) solution to back up required data and environments. TSM client is deployed on all servers to be backed up.

Lab Environment Overview

The CBSA utilizes a sophisticated set of environments to complete research, development, testing and end user tasks. The following is an overview of the number, size and basic usage of each category of labs.

Specialized Labs

Specialized labs are typically provisioned through virtualization, and currently provided with either Windows or RedHat kernels on VMWare images:

 a. Workgroup development shared component environments;

b. Exploration and data manipulation sandboxes; and
c. SSC landing zone and test environment (including certification).

Pre-Development Phase

Research & Development Labs (RDL)
a. Facilitates the testing of new software, new versions of existing software and consumption of new features in existing products to validate the integration with existing systems prior to the release in the Development Phase;
b. Configuration mirrors production configuration; and
c. Consists of three labs (ever-greening, COTS integration, futures) which typically support only low volumes.

Construction Phase
a. Environments used by the application developers;
b. Low volume requirement, minimum configuration; and
c. Note: each phase also has support paths for developers to deploy fixes through (maximum number of developer environments including support labs: 7).

Testing Phase
There are various labs within the testing phase which handle different aspects of the CBSA quality assurance testing. These labs are sometimes deployed on the same hardware, sometimes spread across multiple servers:

Release Testing Lab (RTL)
a. Facilitates the release-related (application or technology) system integration, application functionality, performance & interface testing events;
b. Configuration mirrors production configuration;
c. Must be able to support high volume and failover testing; and
d. Consists of three labs where upcoming releases are tested concurrently.

Release Training Labs (RTR)
a. Facilitates training events for new application functionality that is destined for Production;
b. Provides an environment where external partners can test their current version of software against functionality in an upcoming CBSA release;
c. Subset of production configuration (single lab with limited redundancy); and
d. Medium volume requirement.

Pre-Production Lab (PPL)
a. Facilitates Release implementation dry runs to ensure successful production migrations (confirms the mechanics of a production release, rather than the content);
b. Configuration mirrors production configuration; and
c. Single lab with low volume requirement.

Production Phase

Production (PROD): Live business environment

Production Support Lab (PSL)

    a. Facilitates testing of emergency fixes; and

    b. Configuration mirrors production configuration.

Production Training Lab (PTR)

    a. Facilitates training events for new application functionality that is in Production;

    b. Provides an environment where external partners can test their new version of software against current CBSA functionality;

    c. Subset of production configuration (single lab with limited redundancy); and

    d. Medium volume requirement.

Appendix D – Masking Techniques

The following are Masking Techniques:

1. **Redaction** - "blacks out" parts of data;
2. **Tokenization** - replaces data with non-sensitive surrogates;
3. **Format-preserving encryption (FPE)** - not only encrypts a field of data, but also maintains the essential characteristics of the data type. Format-preserving encryption (FPE) is particularly useful in a database where data-length or data-type constraints would make encryption more complex. For example, a typical Advanced Encryption Standard (AES) encryption of the credit card number "0000-1111-2222-3333" would result in 16 or more bytes of data, which might either be too long or be a mismatched data type for the defined database column. FPE similarly encrypts the data using AES, but constrains the length of the output and, in this case, limits the cipher text to numeric data that will continue to work properly with the credit card-processing application(s);
4. **Hashing** - creates a non-reversible transformation of information that can still be used to compare values. For example, the hashes of Social Security numbers will not reveal the actual number, but an application can always hash a recently submitted number and compare it with a stored hash value to determine a match. However, creating a secure hash requires creating protection against brute-force attacks. If the input domain is relatively small (e.g., credit card numbers, which represent at most 50 bits of information), the use of so-called salts and multiple iterations (often in the tens of thousands) of the hash algorithm are required. In addition, hashing can alter data type and length, so changes may have to be implemented to the database or application;
5. **Data suppression** - omits specific fields or records;
6. **Substitution** - various methods of replacing data with surrogates;
7. **Generalization** - make data less specific but with retained meaning;
8. **Shuffling** - moving data items around in a dataset; and
9. **Randomization** - replaces data with a completely unrelated, random value;

Appendix E – CBSA Database and OS Platform List

CBSA Database and OS Platform List:

Ref	DBMS & version	Running on this OS & version
1.	DB2 version 10	Z/OS version 1.13
2.	DB2 LUW version 9.7 FP7	Solaris version 10
3.	DB2 LUW version 9.7	Windows 2008
4.	Sybase version 15.7	Windows 2008 R2
5.	Sybase version 15.0.3	Windows 2008
6.	MS SQL Server 2005	Windows 2008
7.	MS SQL Server 2008	Windows 2008
8.	MS SQL Server 2012	Windows 2008 R2
9.	POSTGRES SQL version 9.0.3x	Windows 2008
10.	IBM PURE DATA Version 7.1.0.2	Red Hat Enterprise Linux Server release 6.4 (Santiago)
11.	IBM PURE DATA Version 7.1.0.2	Red Hat Enterprise Linux Server release 6.2 (Santiago)
12.	IBM PURE DATA Version 7.1.0.2	Red Hat Enterprise Linux Server release 5.7 (Tikanga)
13.	ORACLE v 10 g	Windows 2008

PROTECTION • SERVICE • INTEGRITY

▌♦▐ Government **Gouvernement**
of Canada du Canada

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Canada Border Services Agency	2. Branch or Directorate / Direction générale ou Direction ISTB
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
Procure COMMERCIAL OFF THE SHELF (COTS) SOFTWARE SOLUTION FOR THE MANAGEMENT & PRIVACY OF TEST DATA for CBSA Headquarters in the NCR.

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? — [✓] No / Non   [ ] 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? — [✓] No / Non   [ ] Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?
(Specify the level of access using the chart in Question 7. c)
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) — [ ] No / Non   [✓] 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. — [✓] No / Non   [ ] 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? — [✓] No / Non   [ ] 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 [✓]	NATO / OTAN [ ]	Foreign / Étranger [ ]

7. b) Release restrictions / Restrictions relatives à la diffusion

Canada	NATO / OTAN	Foreign / Étranger
No release restrictions / Aucune restriction relative à la diffusion [✓]	All NATO countries / Tous les pays de l'OTAN [ ]	No release restrictions / Aucune restriction relative à la diffusion [ ]
Not releasable / À ne pas diffuser [ ]		
Restricted to: / Limité à : [ ] Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : [ ] Specify country(ies): / Préciser le(s) pays :	Restricted to: / Limité à : [ ] Specify country(ies): / Préciser le(s) pays :

7. c) Level of Information / Niveau d'information

Canada		NATO / OTAN		Foreign / Étranger	
PROTECTED A / PROTÉGÉ A	[ ]	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ	[ ]	PROTECTED A / PROTÉGÉ A	[ ]
PROTECTED B / PROTÉGÉ B	[ ]	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	[ ]	PROTECTED B / PROTÉGÉ B	[ ]
PROTECTED C / PROTÉGÉ C	[ ]	NATO CONFIDENTIAL / NATO CONFIDENTIEL	[ ]	PROTECTED C / PROTÉGÉ C	[ ]
CONFIDENTIAL / CONFIDENTIEL	[ ]	NATO SECRET / NATO SECRET	[ ]	CONFIDENTIAL / CONFIDENTIEL	[ ]
SECRET / SECRET	[✓]	COSMIC TOP SECRET / COSMIC TRÈS SECRET	[ ]	SECRET / SECRET	[ ]
TOP SECRET / TRÈS SECRET	[ ]			TOP SECRET / TRÈS SECRET	[ ]
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT)	[ ]			TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT)	[ ]

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PART A (continued) / PARTIE A (suite)

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

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

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

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

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

☐ RELIABILITY STATUS / COTE DE FIABILITÉ
☐ CONFIDENTIAL / CONFIDENTIEL
☑ SECRET / SECRET
☐ TOP SECRET / TRÈS SECRET

☐ TOP SECRET – SIGINT / TRÈS SECRET – SIGINT
☐ NATO CONFIDENTIAL / NATO CONFIDENTIEL
☐ NATO SECRET / NATO SECRET
☐ COSMIC TOP SECRET / COSMIC TRÈS SECRET

☐ SITE ACCESS / ACCÈS AUX EMPLACEMENTS

Special comments:
Commentaires spéciaux :   Vendor will be escorted into a CBSA facility during Proof of Proposal Testing

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

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

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

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

INFORMATION / ASSETS   /   RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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

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

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
   La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

   ☑ No / Non   ☐ Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
   La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

   ☑ No / Non   ☐ Yes / Oui

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

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