

**RETURN BIDS TO:**

National Energy Board  
 Suite 210, 517 Tenth Avenue SW  
 Calgary, AB, Canada T2R 0A8

**Bid Email:**

Proposals.propositions@ NEB-ONE.gc.ca

CC : Lorna Kettles@NEB-ONE.gc.ca  
 Subject : Attn L Kettles 16-0223

**REQUEST FOR PROPOSAL**

Comments

**Proposal To: National Energy Board**

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

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.

<b>Title</b>	
National Energy Board Data Centre Services	
<b>Solicitation No.</b>	<b>Date</b>
84084-16-0223	2017-01-03
<b>Solicitation Closes</b>	<b>Time Zone</b>
at <b>02 :00 PM – 14h00</b>	<b>MST</b>
on <b>2017-02-21</b>	
<b>F.O.B.</b>	
Plant: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>
<b>Address inquiries to:</b>	
Lorna Kettles	
<b>Area code and Telephone No.</b>	<b>Facsimile No. / E-mail</b>
	Proposals.propositions@ NEB-ONE.gc.ca
	Subject : 16- 0223 L Kettles
<b>Destination – of Goods, Services, and Construction:</b>	
Calgary AB	

Instructions: See Herein

<b>Delivery required</b>	<b>Delivery offered</b>
See Herein	
<b>Vendor/firm Name and Address</b>	
<b>Telephone No.</b>	
<b>E-mail</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm (type or print)</b>	
<b>Signature</b>	<b>Date</b>

**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION..... 4**

1.1 INTRODUCTION .....4

1.2 SUMMARY .....4

1.3 DEBRIEFINGS.....5

**PART 2 - BIDDER INSTRUCTIONS ..... 6**

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....6

2.2 SUBMISSION OF BIDS .....6

2.3 FORMER PUBLIC SERVANT .....7

2.4 ENQUIRIES - BID SOLICITATION.....8

2.5 APPLICABLE LAWS.....8

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....9

**PART 3 - BID PREPARATION INSTRUCTIONS ..... 9**

3.1 BID PREPARATION INSTRUCTIONS .....9

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....10**

4.1 EVALUATION PROCEDURES .....10

4.2 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE.....11

**PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....13**

5.1 CERTIFICATIONS REQUIRED WITH THE BID.....13

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....13

**PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS .....15**

6.1 SECURITY REQUIREMENTS .....15

6.2 INSURANCE REQUIREMENTS.....15

**PART 7 - RESULTING CONTRACT CLAUSES.....16**

7.1 STATEMENT OF REQUIREMENT .....16

7.2 STANDARD CLAUSES AND CONDITIONS.....16

7.3 SECURITY REQUIREMENTS .....16

7.4 TERM OF CONTRACT .....16

7.5 AUTHORITIES .....17

7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....18

7.7 PAYMENT .....18

7.8 INVOICING INSTRUCTIONS .....19

7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION .....19

7.10 APPLICABLE LAWS.....19

7.11 PRIORITY OF DOCUMENTS .....19

**ANNEX “A” .....21**

**ANNEX “B” .....28**

BASIS OF PAYMENT.....28

**ANNEX “C” .....29**

SECURITY REQUIREMENTS CHECK LIST.....29

**ANNEX “E” TO PART 5 OF THE BID SOLICITATION .....35**

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FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION.....	35
<b>ANNEX “G” TO PART 4 OF THE BID SOLICITATION.....</b>	<b>36</b>
<b>ATTACHMENT 1 TO ANNEX “H” .....</b>	<b>42</b>

## **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, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information 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 Requirement, the Basis of Payment, Security Requirements, the Security Requirements Checklist, and the Federal Contractors Program for Employment Equity

### **1.2 Summary**

1.2.1 The NEB requires two (2) connected, high availability co-location data centre facilities to house and operate NEB owned IT equipment. The NEB Main Office site, located at 517- 10th Avenue, SW will require high-speed low latency connectivity to the facilities. Regional Office sites located in Vancouver and Montreal will require Government of Canada (GoC) Shared Services Canada (SSC) Departmental WAN (DWAN) connectivity (as provisioned by AllStream) to both facilities as well.

The two data centres must be located at least 5 km apart, while remaining in the Calgary area, within a one hour drive. This allows the NEB to physically separate **production** infrastructure from **disaster recovery** and **back-up** systems.

**In this RFP, the requirement is for one (1) data centre to house production infrastructure. NEB intends to run a separate process for a colocated data centre facilities to house disaster recovery and back-up systems, once the location of the first data centre is known.**

1.2.2 There are security requirements 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 organization security screening or security clauses, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website

1.2.3 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), and the Agreement on Internal Trade (AIT).

1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled *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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 120 days

### **2.2 Submission of Bids**

Subsection 2. d. of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete

- a. send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The facsimile number and related instructions for bids transmitted by facsimile are provided in section 08;

Insert

- a. Bids must be submitted only to The National Energy Board by the date, time and place indicated on page 1 of the bid solicitation. Bids may be submitted electronically by email, or delivered to the address shown page 1.

Subsection 8.0 Transmission by facsimile

Delete

Section 8.0 in its entirety.

Insert

Due to the nature of the bid solicitation, bids transmitted by facsimile to NEB will not be accepted.

#### **2.2.1 Bid Format and Numbering System**

Canada requests that bidders follow the format instructions described below in the preparation of their bid.

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- b. use a numbering system corresponding to that of the bid solicitation; include the certification as a separate section of the bid.

### 2.3 Former Public Servant

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 FPSs, 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.

#### 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:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

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

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

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

#### 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 FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. 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.

### **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:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **10** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.5 Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.



## **2.6 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason 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 at least 20 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid

Section II: Financial

Section III: Certifications

Bids may be submitted in hard copy or electronically (soft 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.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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 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:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in

the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, 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.

## **Section II: Financial Bid**

- 3.1.1** Bidders must submit their financial bid in accordance with the "Basis of Payment in Annex "X)". The total amount of Applicable Taxes must be shown separately.

## **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## **Section IV: Additional Information**

### **3.1.2 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures**

- 3.1.2.1** As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State  
Postal Code / Zip Code  
Country

- 3.1.2.2** The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in **Attachment 1 to Part 4**,

#### **4.1.2 Financial Evaluation**

The financial evaluation is included in **Annex H to Part 4**.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### **4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price**

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

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. address the rated requirements. There is no specific pass mark required for the rated requirements.
2. Bids not meeting (a) or (b) 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 30% for the technical merit and 70% 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 30 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 70%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
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.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 30/70 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (30%) and Price (70%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	95/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 30 = 25.56$	$89/135 \times 30 = 19.77$	$92/135 \times 30 = 21.11$
	<b>Pricing Score</b>	$45/55 \times 70 = 57.27$	$45/50 \times 70 = 63.00$	$45/45 \times 70 = 70.00$
<b>Combined Rating</b>		82.83	82.77	91.11
<b>Overall Rating</b>		2nd	3rd	1 <sup>st</sup>

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

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

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

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

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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### 6.2 Insurance Requirements

The Contractor must comply with the insurance requirements specified in **Annex D**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority **within ten (10) days after the date of award** of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **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 Statement of Requirement**

The Contractor must perform the Work in accordance with the Statement of Requirement at Annex "A".

### **7.2 Standard Clauses and Conditions**

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

#### **7.2.1 General Conditions**

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **7.3 Security Requirements**

**7.3.1** The following security requirements (*SRCL and related clauses*) apply and form part of the Contract.

The Contractor must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

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

The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC or the NEB has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**.

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

The Contractor/Offeror 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).

### **7.4 Term of Contract**

#### **7.4.1 Period of the Contract**

The period of the Contract is from date of Contract to (Date TBD at contract award - 2 years after contract award) inclusive.



#### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### **7.4.3 Option to Extend - Transition Period**

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of ninety (90) calendar days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least ten (10) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

### **7.5 Authorities**

#### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Lorna Kettles  
Title: Group Leader, Procurement Services  
National Energy Board  
Suite 210, 517-10<sup>th</sup> Ave SW  
Calgary AB, T2R 0A8

Telephone: 403-471-4259  
E-mail address: Lorna.Kettles@neb-one.gc.ca

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

#### **7.5.2 Project Authority**

The Project Authority for the Contract is:

Name: TBD  
Title: \_\_\_\_\_  
Organization: National Energy Board  
Address: Suite 210, 517 – 10th Ave SW, Calgary AB T3K0L6

Telephone: 403-\_\_\_\_-\_\_\_\_\_

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E-mail address: TBD@@neb-one.gc.ca

In the Project Authority's absence, the Alternate Project Authority is:

Name: TDB

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Organization: National Energy Board

Address: Suite 210, 517 – 10th Ave SW, Calgary AB T3K0L6

Telephone: 403-\_\_\_\_ - \_\_\_\_\_

E-mail address :TDB @neb-one.gc.ca

The Project 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 Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.5.3 Contractor's Representative

The Contractor's Representative is:

Name: TDB

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail address: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.7 Payment

#### 7.7.1 Basis of Payment

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment, Annex B.

#### 7.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (amount to be determined at contract award) . Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting

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Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **7.8 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

The invoice may be submitted electronically to the attention of the Project Authority.

## **7.9 Certifications and Additional Information**

### **7.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

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

## **7.10 Applicable Laws**

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

## **7.11 Priority of Documents**

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

- (a) the Articles of Agreement;

- 
- (b) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services
  - (c) Annex A, Statement of Requirement;
  - (d) Annex B, Basis of Payment;
  - (e) Annex C, Security Requirements Check List;
  - (f) Annex D, Insurance Requirements
  - (g) the Contractor's proposal dated \_\_\_\_\_, (TBD).

## 7.12 Insurance Requirements

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract

## ANNEX "A"

### STATEMENT OF WORK

#### 1. GOALS AND OBJECTIVES

The NEB currently uses data centres in two (2) locations to provide the ability to physically separate production infrastructure from disaster recovery and back-up systems. Both facilities are local to the Calgary area, and physically accessible to NEB staff for support/maintenance activities.

The NEB is seeking a Service Provider to

- house the NEB's primary, production Data Centre in a secure, supplier owned and operated facility, and to
- provide network access between the NEB client location (in Calgary) and the Data Centre (as supplied by the Service Provider).

The NEB requires its Data Centre be situated within at most 1 hour's drive time from the NEB Main Office, 517-10th Ave SW. This will allow for timely access to NEB hardware for technical support by NEB staff.

To support this requirement, the NEB is seeking to establish a multi-year arrangement with a single, qualified Bidder (the "Successful Bidder") to provide Data Centre Co-location and Networking Services.

#### 2. SCOPE OF SERVICES

##### 2.1 Background

###### (a) Data Centre Connectivity

NEB hardware is currently hosted in two (2) colocation facilities: one in the Calgary Downtown area, and the other in the Calgary Foothills industrial park. These facilities are linked to the NEB Main Office, and to each other, by high-speed links providing service at Layer-2 of the OSI model.

###### (b) Security

The NEB's intent is to house information up to and including Protected B in its Data Centre, and the proposed data centre security infrastructure and processes must fully support the NEB in complying with applicable NEB and Government of Canada security policies, standards and guidelines covering up to and including Protected B information.

###### (c) Timelines

From a timing perspective, the NEB requires all co-location and network services to be available at the Data Centre within **four weeks** following contract award. "Available" in this context means fully tested as operational and ready for the NEB to use.

The NEB is seeking to achieve steady-state occupancy in its Data Centre by the end of April, 2017.

## 2.2 Scope of Services

The Successful Bidder (hereafter "the Contractor") will provide Services on a non-exclusive and an on-going basis, as described herein.

### (a) Data Co-location Services:

The NEB's intent is that post-migration it will continue to operate in its Data Centre co-located space (as provided by the selected Contractor) using the NEB's own Infrastructure Specialists. The NEB plans to set up its Data Centre to be largely operated remotely by the NEB IT group. The NEB expects that its IT staff will travel to the Data Centre on an as-needed basis, with selected staff occasionally rotating to work out of the Data Centre to maintain the NEB's state of readiness from a disaster recovery perspective.

The NEB's initial estimated power consumption is 15000 Watts. The NEB requires the ability to make some adjustments to this estimate after contract award and maintain contiguous rack space.

The NEB is amenable to being presented with options for "best fit" of its equipment to make the most economical use of the data centre space and power services (including considerations related to minimum power commitments per rack, maximum power per rack, etc.). The NEB would reserve the right to revise this arrangement of equipment, based on a need for certain equipment to remain physically associated with other components for ease of connectivity.

The following forms the core of NEB's requirements for Data Centre Co-location services:

#### **Facility specifications include:**

1. The Contractor's location must be within an hour's drive time of the NEB Main Office.
2. The Contractor's site must provide access to multiple internet and network Third-Party Carrier service providers.
3. The Contractor must permit the NEB to use the Government of Canada Internet Service Provider, accessed via the GoC CNS4 network, as provisioned by AllStream.

#### **Rack Specifications include:**

1. The Contractor must provide electronically lockable racks in sufficient quantity to meet the NEB's power consumption requirements for its equipment (as described above), with full rack allocation in a single contiguous space and able to accommodate future growth by the NEB in terms of both equipment and power.
  - a. The NEB will not share space within the same rack with another data centre client.
  - b. The NEB may request the option that any empty/available rack space contiguous with the NEB's space (if available) be held for its use on a right of first refusal basis for the period of the first six (6) months of the Contract.
2. The Contractor must house the racks (as described above) in a secured location at the level of **Protected B** (as further described in the Security section below).
  - a. A cage is not required as long as the racks meet or exceed the Protected B security requirements.

3. The Contractor must provide standard size racks:
  - a. Minimum 42U in height;
  - b. Minimum 24" (610 mm) wide by minimum 42" deep (1067 mm); and
  - c. Able to accommodate standard 17.75" (450mm) rack equipment.
4. All racks must be equipped with dual power distribution strips from separate power sources.
5. The Contractor must provide appropriate outlets and amperage to accommodate NEB equipment.
  - a. The PDU(s) in the rack must be support power supplies in Dell FX2 chassis with C20 plug-in receptacles.
  - b. The PDU(s) in the rack must support power supplies in Dell PowerEdge R710/R720 servers with 5-15P plug-in receptacles.
6. The Contractor must state the minimum power consumption commitment per rack.
7. The Contractor must state the maximum power availability per rack.

**Service Levels** include:

1. The Contractor's SLA for the Data Centre back-up power generators must specify maximum endurance without fueling and fueling guarantees for the site.
2. The Contractor must ensure its facility is staffed 24 x 7 with a network operations resource, as part of its technical support staff.

**Security** requirements include:

1. The Contractor must ensure that the NEB has 24 x 7 access to its facility, with full security access controls in place.
2. All Contractor facilities, where the Services are to be provided, must for the duration of the Contract have a facility security clearance under the Contract Security Program of the Government of Canada that complies with the Canadian Industrial Security Directorate (CISD) requirements for a Designated Organization Screening (DOS) with Document Safeguarding Capability and Production at the level of **Protected B** [i.e. the facility has been cleared to hold and process Protected B information].
  - a. Refer to Chapter 3 of the CISD Industrial Security Manual (latest edition) as available on line at: <http://iss-ssi.pwgsc-tpsgc.gc.ca/msi-ism/index-eng.html> for additional information.

Prior to award of an Agreement, the NEB may visit the Contractor's site to verify that the Contractor's facilities, technical environment, and related equipment will meet the NEB's security requirements.

The NEB will require proof that the Contractor's facility holds the required security clearance. The Contractor must provide such evidence upon request of NEB.

**(b) Networking Requirements**

The Contractor must provide connections that meet the NEB's throughput and uptime requirements and provide monitoring, maintenance, notification of service degradation and reporting of the network as part of its service offering.

Management of the Customer premises equipment (CPE) endpoints is out of scope and will be done by the NEB and Shared Services Canada and their underpinning contractors. In addition, the NEB/SSC will provide management services for operating and configuring firewalls, as required.

The following forms the core of the NEB's requirements for Networking services:

1. The Contractor must be able to provide a link between the Data Centre and the NEB Main Office that operates at a minimum of 1Gbps.
2. The link must be scalable up to 10Gbps.
3. The link is to be provided to the NEB, both at the Datacenter and at the Client Site, as a fibre-optic Ethernet connection.
4. The link must "transparent" to Ethernet switching equipment, and support end-to-end encryption through the use of 802.1AE macsec.

The Contractor must provide a single, redundant, burstable Internet connection.

1. The connection must have a tail circuit of a minimum of 1000Mbps; and
2. The connection must have a symmetrical Committed Data Rate (CDR) of 10Mbps or higher
3. The Contractor must provide IP allocation for any public network facing points; and allow proxy to the internal private network.

**Networking Service Levels** include:

1. The Contractor must ensure at least 99.9% uptime for the Layer-2 network / circuits connecting the NEB main office to the Data Centre.

**Networking Security requirements** include:

1. The Contractor should ensure data transferred between the NEB offices and data centres (in transit) remains in Canada.

#### (c) **On-Boarding Services Requirements**

The NEB anticipates co-locating newly acquired equipment, as well as co-locating some of its existing equipment in its Data centre.

The NEB may rely on the Contractor to receive, and temporarily hold, new equipment acquired for the Data Centre. NEB Technicians and underpinning contractors will be responsible for installation of the new equipment in the racks.

#### (d) **Scalability**

The Services must provide appropriate flexibility and scalability to accommodate growth and other changes to the NEB's requirements, based on future changes in technology footprint.

#### (e) **Additional Services (Optional Services)**

The NEB and the Contractor may agree to the provision of additional related services as the NEB may reasonably request from time to time.



## 2.3 Resource Requirements

### (a) Account Management

#### (i) Account Representative

The Contractor shall provide an Account Representative who shall attend quarterly meetings with one of the NEB's Infrastructure Specialists (or more frequently if identified by the NEB) to review the Services provided in the previous period of the Agreement and support future planning and identifying any adjustments to the Contractor's services required for the upcoming period. Provide the number of years' experience in of the resource, in this role.

#### (ii) Executive Sponsor

The **Executive Sponsor** shall monitor, report, and manage the agreement between the Successful Bidder and the NEB, working with the NEB's Director of IT. The Executive Sponsor shall serve as an escalation point, as required, for resolution of any vendor performance management issues or concerns.

The Executive Sponsor shall meet with the NEB's management as requested by the NEB.

The Executive Sponsor shall hold overall corporate accountability for the Contractor's Services Delivery.

Provide the number of years' experience in of the resource, in this role.

## 2.4 Vendor Performance Framework

The resultant Agreement will contain a Vendor Performance Framework that is expected to contain the following elements, at a minimum.

### (a) Performance Objectives of the Services

The resultant Contract is expected to contain or incorporate by reference vendor-specific Service Level Agreements (SLAs) identifying performance objectives (e.g. uptime, availability, bandwidth, etc.) as noted in Sections 2.2 (a) and (b) (above) with which the Contractor will be required to comply during the Agreement.

The Contractor must provide and deliver upon its Service Level Agreement (SLA) or service level assurances that include the following services or features, as a minimum:

#### (i) Data Centre services:

- (A) Data Centre on-call resources.
- (B) Data Centre support resources.
- (C) Security protocols of the Data Centre facility.
- (D) Data Centre power availability.
- (E) Network availability, where provided with Data Centre facility.

(ii) **Networking services:**

- (A) The Contractor must provide a statement of its SLAs for the links from the Client Site to the Datacentre.
- (B) The Contractor must provide a statement of its SLAs for Internet services.
- (C) The Contractor must specify the service availability for on-site service intervention, if required.

(b) **Performance Issues**

The NEB may consider the following as Performance Issues for which corrective actions under this Vendor Performance Framework may be required:

- (i) Consistently poor service delivery including inability to consistently achieve the SLAs for data centre or network performance or availability;
- (ii) Other issues or concerns identified by the NEB.

In the event the NEB determines a Performance Issue may arise, or has arisen, it may request one or more of the following steps:

- (i) A priority meeting between related NEB representative(s) and the Contractor's Account Representative and any other Contractor Resources, as required, to rectify the situation in a manner suitable to both parties;
- (ii) A priority meeting between related NEB representative(s) and the Contractor's Executive Sponsor to rectify the situation in a manner suitable to both parties;
- (iii) Development and implementation by the Contractor of a corrective action plan, with defined actions and timelines to address the related performance issues.

Should Performance Issues, in relation to performance objectives defined within the Vendor Performance Framework within the resulting Agreement, persist following any corrective action taken, the NEB reserves the right to cancel the overall Agreement with the Contractor, and issue any remaining work to another qualified vendor.

## 2.5 Reporting

During the initial network setup and on-boarding period, as determined by the NEB and the Contractor, and prior to successful cutover to the usage of the Data Centre and network infrastructure, the Contractor shall provide a **Weekly Status Report** by email to the NEB including, but not limited to:

- (i) Status against establishing network connectivity;
- (ii) Status against the current setup and testing schedule;
- (iii) Any noted problem areas which might impact the schedule; and
- (iv) Next steps and deliverables.

As part of the Contractor's delivery of *Data Centre Co-location and Networking Services* the Contractor shall provide a **Monthly Report** to the NEB by email including, but not limited to:

- (i) Performance under the overarching Vendor Performance Framework, including any issues and resolutions required, against the identified SLA(s); and
- (ii) Details of any service changes during the reported period (for purposes of validation against invoiced amounts).

The Contractor's **Account Representative** shall attend **quarterly meetings** with one of the NEB's Infrastructure Specialists (or more frequently if identified by the NEB) to:

- (i) Review the Services provided in the previous period of the Agreement and support planning the next quarter's service delivery; and
- (iii) Identifying any adjustments to the Contractor's Services required for the upcoming period.

### 3. TERM

The NEB intends to enter into an arrangement for an initial contract term of two (2) years, with three (3) additional one (1) year optional periods, at the NEB's exclusive discretion provided the solution continues to cost-effectively meet the NEB's requirements.

### 4. LOCATION

The NEB anticipates the majority of work to occur at the Contractor's location, with some nominal networking installation requirements at the NEB's Main Office location.

For work from its own premises, the Contractor is required to provide all facilities, equipment, software licenses and tools to provide the required Services.

Given the requirement to safeguard the integrity of the NEB's systems, all work, data and technology used by the Contractor in the delivery of Services to the NEB must remain in Canada.

**ANNEX "B"**

**BASIS OF PAYMENT**

**To be provided at contract award. Format will be similar to Financial Proposal in Annex H.**

**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**

**(4 pages attached)**

**For RFP – page 4 intentionally left blank and will be supplied at contract award.**



Contract Number / Numéro du contrat <b>16-0223</b>
Security Classification / Classification de sécurité <b>Unclass</b>

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

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



Contract Number / Numéro du contrat <b>16-0223</b>
Security Classification / Classification de sécurité <b>Unclass</b>

**PART A (continued) / PARTIE A (suite)**

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

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

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

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

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

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

Special comments:  
Commentaires spéciaux :

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



Contract Number / Numéro du contrat <b>16-0223</b>
Security Classification / Classification de sécurité <b>unclassified</b>

**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	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production		✓														
IT Media / Support TI / IT Link / Lien électronique		✓														

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

No / Non  Yes / Oui

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

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

No / Non  Yes / Oui

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



For RFP – page 4 intentionally left blank and will be supplied at contract award.

## ANNEX D – INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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**ANNEX "E" to PART 5 OF THE 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 Equity visit Employment and Social Development Canada (ESDC) – Labour's website. <https://www.canada.ca/en/employment-social-development/programs/employment-equity.html>

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 permanent full-time and/or permanent part-time employees.

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 "G" TO PART 4 OF THE BID SOLICITATION**

**Mandatory Requirements**

		Comply Yes/No	Where to find response in bid
M-1	Bidder's must meet the security requirements as stated in the model contract section 7.3.1.		
M-2	The Bidder's location must be within an hour's drive time of the NEB Main Office located at 517 – 10 <sup>th</sup> Avenue SW, Calgary AB.		
M-3	The Bidder's site must provide access to multiple internet and network Third-Party Carrier service providers.		
M-4	The Bidder must permit the NEB to use the Government of Canada Internet Service Provider, accessed via the GoC CNS4 network, as provisioned by AllStream.		
M-5	The Bidder must provide electronically lockable racks at the minimum specified dimensions.		
M-6	The Bidder must supply racks equipped with dual power distribution strips from separate power sources.		
M-7	The Bidder must provide appropriate outlets and amperage to accommodate NEB equipment. <ul style="list-style-type: none"> <li>a. Supports Dell FX2 chassis with C20 plug-in and</li> <li>b. Supports Dell PowerEdge R710/R720 servers with 5-15P plug-in.</li> </ul>		
M-8	The Bidder has stated the minimum power consumption commitment per rack.		
M-9	The Bidder must state the maximum power availability per rack.		
M-10	The Bidder's must propose a Service Level Agreement (SLA) for the Data Centre back-up power generators that provide fueling guarantees for the site.		
M-11	The Bidder's facility is staffed 24 hours per day, 7 days per week (24 x 7) with a network operations resource, as part of its technical support staff.		
M-12	The Bidder must provide NEB with 24 x 7 access to facility, with full security access controls in place.		

M-13	The Bidder must provide 1Gb/s Ethernet as specified in Annex "A" Statement of Work.		
M-14	The Bidder must provide 10Gb/s Ethernet as specified in Annex "A" Statement of Work.		
M-15	The Bidder must provide Internet connectivity, as specified in Annex "A" Statement of Work.		
M-16	The Bidder must provide an proposed SLA that ensure at least 99.9% uptime for the Layer-2 network / circuits connecting the NEB main office to the Data Centre		
M-17	The Bidder must provide a proposed SLA that ensures at least 99.9% uptime for the Internet connectivity.		
M-18	The Bidder must identify any Subcontractors they propose to use in the performance of the Services for major or critical pieces of the work (e.g. Network services).		
M-19	The Bidder's proposed services must provide appropriate flexibility and scalability to accommodate growth and other changes to the NEB's requirements, based on future changes in technology footprint.		

Rated Requirements	Requirement	Points	Where to find response in bid
R-1	<b>Corporate Experience</b> The Bidder should identify the number of years in which they have been providing Data Co-location and associated Networking Services.	10 available points >3 years = 0 1 - 3 years = 3 3 - 5 years = 5 5 - 10 years = 10	
R-2	<b>Bidder Experience</b> The Bidder should demonstrate relevant experience in providing Data Centre Co-Location and Networking	10 available points 5 points - government department or	

	<p>services similar to the NEB's requirements, such as:</p> <ul style="list-style-type: none"> <li>• The range of Data Centre Co-Location and Networking services the Bidder has previously provided and/or is currently providing to clients, with an emphasis on services similar to those to be provided to the NEB.</li> <li>• The Bidder's current or previous delivery of similar services (i.e. data centre hosting and networking services) for clients with comparable levels of demand and comparable business complexity (e.g. smaller scaled Public Sector clients or examples where the client has a requirement to store Protected B data.</li> </ul>	<p>agency of similar size to the NEB (smaller scaled Public Sector clients)</p> <p>5 points –provides service to an organization that relies exclusively on collocated infrastructure, as the NEB will.</p>	
R-3	<p>The Bidder should demonstrate that its holds a valid Uptime Institute Tier III certification.</p>		<p>15 available points 15 points for YES 0 points for NO</p>
R-4	<p>The Bidder should demonstrate that its proposed facility supplies a server-lift is available for the use of the NEB.</p>		<p>5 available points 5 points for YES 0 points for NO</p>
R-5	<p>The Bidder should propose an Account Manager with relevant experience as stated in the Statement of Work.</p>		<p>5 available points: Less than 1 year - 0 points 1 – 3 years - 1 points 3 – 5 years - 3 points 5 – 10 years - 5 points</p>
R-6	<p>The Bidder should propose an Executive Sponsor with relevant experience as stated in the Statement of Work.</p>		<p>5 available points: Less than 1 year - 0 points 1 – 3 years - 1 points 3 – 5 years – 3 points 5 – 10 years - 5 points</p>

R-7	<p>Bidders should identify the following details of subcontracted work for primary and critical functions.</p> <ol style="list-style-type: none"> <li>1. Full corporate name and location of the Subcontractor;</li> <li>2. Which area of the Services the Subcontractor will be employed for;</li> <li>3. The Subcontractor's experience and qualifications relative to the Services it will be performing; and</li> <li>4. Previous instances of the Bidder and the Subcontractor working together, including:</li> <li>5. A description of the project and value; <ul style="list-style-type: none"> <li>• The client the services were performed for; and</li> <li>• The parts of the services performed by the Subcontractor.</li> </ul> </li> </ol>	<p>10 available points:  0 points - for relying on subcontracts for primary and critical function.  10 Points if no subcontractors are proposed.</p>	
R-8	<p>The Bidder should provide its proposed Approaches and Methodologies for undertaking the Work including:</p> <ul style="list-style-type: none"> <li>• <b>Co-Location Hosting</b> - The Bidder's proposed hosting facility, and how its offering is responsive to the NEB's requirement as described in the Statement of Work, including but not limited to staff complement, security provisions, power consumption, and any corresponding Bidder Service Level Agreements that apply.</li> <li>• <b>Networking</b> – The Bidder's offering is</li> </ul>	<p>20 points available  5 Points available for each of the four (4) categories.</p>	

	<p>responsive to the NEB's requirement as described in the statement of work, including but not limited to proposed approach, including any equipment setup and testing, and any corresponding Bidder Service Level Agreements that apply. Describe how the Bidder would ensure that the NEB's data remains within Canada when in transit between its data centres and its office locations.</p> <ul style="list-style-type: none"> <li>● <b>Optional Services</b> – The Bidder's available options for additional managed services that it provides to its data centre clients. Bidders are asked to indicate what services are included in the base hosting price and what are available at an additional charge, however no actual price details should be included in this section as doing so may result in the disqualification of the Bidder.</li> <li>● <b>Change Methodologies</b> – The Bidder's proposed methodologies and approaches to change management, change requests, and change control.</li> </ul>		
	<p><b>Total Rated Points Available</b></p>		



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**ANNEX "H" TO PART 4 OF THE BID SOLICITATION**

In order for the NEB to evaluate Financial Proposal, the Bidder must include:

- (a) **Fixed one-time costs, if any, for:**
  - (i) Initial Network setup services;
  - (ii) Initial on-boarding support services;
  - (iii) Service Change fees (to alter service levels up or down e.g. network speeds).  
*Please describe how these would be applied.*
  
- (b) **Fixed, recurrent costs for:**
  - (i) On-going Co-location Data Centre Hosting services
    - (A) *Please indicate minimum monthly power consumption commitment (i.e. number of KVs per rack) and the number of racks that would be provided to accommodate the NEB's co-located equipment (as listed in Attachment #1).*
  - (ii) On-going Networking services (based on bandwidth and service type)
    - (A) *Please provide pricing for tiered network speeds from 1 Gbps to 10Gbps.*
    - (B) *Please provide pricing for tiered internet speeds from 100 Mbps to 1000 Mbps.*
  
- (c) **Variable, recurrent costs:**
  - (i) Power consumption above the minimum monthly commitment amount (at predefined usage rates). *Please describe.*
  - (ii) Overage charges - *Please describe where these might apply.*
  
- (d) **Optional Services** (optional at the NEB's discretion)
  - (i) *Please describe what, if any, services may be available and at what fees.*
  - (ii) ***Pricing in respect of Optional Services will not be included in the Bidder's Total Assessed Price.***

Bidders responses are required to comply with the format as provided in Microsoft Excel.

**ATTACHMENT 1 to ANNEX "H"**

**Financial Proposal spreadsheet**

**Tab 1**



