



RETURN BIDS TO:

Bid Receiving
Shared Services Canada
13-158, 180 Kent Street, 13th Floor
Ottawa, Ontario
K1P 0B6
C/O Jeremy Bigras 13-079

RETOURNER LES SOUMISSIONS À:

C/O Jeremy Bigras
Réception des soumissions
Services partagés Canada
180 rue Kent, 13e étage 13-079
Ottawa, Ontario
K1P 0B6

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

Comments - Commentaires

This document contains a Security Requirement.

Ce document contient des exigences relatives à la sécurité

Title – Sujet GC-CYBER INCIDENT RESPONSE TEAM (GC-CIRT) 24/7 IT SECURITY INCIDENT MANAGEMENT	
Solicitation No. – N° de l’invitation 19379/A	Date February 19, 2018 – 19 février 2018
Client Reference No. – N° référence du client REQ 19379	
File No. – N° de dossier	
Solicitation Closes – L’invitation prend fin at – à 02 :00 PM on – le March 16, 2018	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Jeremy Bigras	Buyer Id – Id de l’acheteur C95
Telephone No. – N° de téléphone : 613-716-1694 Email : jeremy.bigras@canada.ca	FAX No. – N° de FAX Not applicable
Delivery required - Livraison exigée See Herein	Delivered Offered – Livraison proposée
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l’entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)	
Signature	Date _____



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

GC-CYBER INCIDENT RESPONSE TEAM (GC-CIRT)

24/7 IT SECURITY INCIDENT MANAGEMENT SPECIALIST

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 INTRODUCTION
- 1.2 SUMMARY
- 1.3 DEBRIEFINGS
- 1.4 CONFLICT OF INTEREST

PART 2 - BIDDER INSTRUCTIONS

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF BIDS
- 2.3 FORMER PUBLIC SERVANT
- 2.4 ENQUIRIES - BID SOLICITATION
- 2.5 APPLICABLE LAWS
- 2.6 MODIFICATION AND WITHDRAWAL OF BIDS

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 BID PREPARATION INSTRUCTIONS
- 3.2 SECTION I: TECHNICAL BID
- 3.3 SECTION II: FINANCIAL BID
- 3.4 SECTION III: CERTIFICATIONS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 EVALUATION PROCEDURES
- 4.2 TECHNICAL EVALUATION
- 4.3 FINANCIAL EVALUATION
- 4.4 BASIS OF SELECTION

PART 5 - CERTIFICATIONS

- 5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD
- 5.2 STATUS AND AVAILABILITY OF RESOURCES
- 5.3 EDUCATION AND EXPERIENCE

PART 6 – SECURITY REQUIREMENT

- 6.1 SECURITY REQUIREMENT

PART 7 - RESULTING CONTRACT CLAUSES



- 7.1 REQUIREMENT
- 7.2 STANDARD CLAUSES AND CONDITIONS
- 7.3 SECURITY REQUIREMENT
- 7.4 CONTRACT PERIOD
- 7.5 AUTHORITIES
- 7.6 PAYMENT
- 7.7 INVOICING INSTRUCTIONS
- 7.8 CERTIFICATIONS
- 7.9 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – DEFAULT BY CONTRACTOR
- 7.10 APPLICABLE LAWS
- 7.11 PRIORITY OF DOCUMENTS
- 7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR)
- 7.13 INSURANCE REQUIREMENTS
- 7.14 LIMITATION OF LIABILITY
- 7.15 JOINT VENTURE CONTRACTOR – *to be deleted if not applicable*
- 7.16 PROFESSIONAL SERVICES - GENERAL
- 7.17 SAFEGUARDING ELECTRONIC MEDIA
- 7.18 REPRESENTATIONS AND WARRANTIES
- 7.19 ACCESS TO CANADA’S FACILITIES AND EQUIPMENT
- 7.20 IDENTIFICATION PROTOCOL AND RESPONSIBILITIES
- 7.21 TRANSITION SERVICES AT THE END OF THE CONTRACT
- 7.22 PERIODIC USAGE REPORTS
- 7.23 TASK SOLICITATION AND TASK AUTHORIZATION PROCEDURES

LIST OF ANNEXES TO THE RESULTING CONTRACT:

- ANNEX A - STATEMENT OF WORK
- ANNEX B - BASIS OF PAYMENT
- ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

LIST OF ATTACHMENTS TO THE REQUEST FOR PROPOSAL:

- ATTACHMENT 1 TO PART 3 – BID SUBMISSION FORM
- ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA



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

GC-CYBER INCIDENT RESPONSE TEAM (GC-CIRT)

24/7 IT SECURITY INCIDENT MANAGEMENT SPECIALIST

PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The document states terms and conditions that apply to bid solicitation 19379/A. It is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

1.2 SUMMARY

This bid solicitation is being issued to satisfy the requirement of Shared Services Canada (SSC) for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply. The resulting contract will be used by SSC, an organization with a mandate to provide shared services. The Contract will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract period, and those other organizations for whom SSC's services are optional at any point in the Contract period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.

It is intended to award one (1) contract for an initial period of three years plus two one year irrevocable option allowing Canada to extend the term of the contract.

There is a security requirement associated with this requirement. For additional information, see Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html>) website.



Only selected TBIPS SA Holders currently holding a TBIPS SA for Tier 2 in the National Capital Region under the EN578-170432/B series of Supply Arrangements (SAs) are invited to compete. The TBIPS Supply Arrangement EN578-170432/B is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.

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

TBIPS ID	CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE	TOTAL ESTIMATED # OF RESOURCES REQUIRED (PER YEAR)
Stream 6: Cyber Protection Services			
C.12	IT Security Incident Management Specialist	2	8

NOTE : This solicitation is raised for Level 2 resources, however SSC may also require occasion Level 1 resources. In order to standardize any Resulting Contract(s), the firm per diem rate from the financial bid provided by Bidders for Level 2 resources will be used to determine the firm per diems for Level 1 resources as follows :

- *Level 1 Firm Per Diem rate : 80% of Contractor’s Level 2 rate*

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

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

1.3 DEBRIEFINGS

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

1.4 CONFLICT OF INTEREST – UNFAIR ADVANTAGE

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

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

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



Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.



PART 2 - BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

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

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

Delete: sixty (60) days
Insert: 180 days

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

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSAs). These bidders must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.
5. Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals aforementioned list within a specified time period. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2.2 SUBMISSION OF BIDS

- a) Bids must be addressed to the Contracting Authority and the location indicated on page 1 of the RFP. A cancellation date stamp, a courier bill of lading or a date stamped label from a Delivery Company must indicate that the Bid was received on or before the closing date and time. Delivery Company means an incorporated courier company, Canada Post Corporation, or a national equivalent of a foreign country. The Contracting Authority will have the right to ask for information to verify that the Bid was received by the Delivery Company on or before the closing date and time. Failure to comply with this request will render the Bid non-responsive.
- b) Postage meter imprints, whether imprinted by the Respondent or the Delivery Company are not acceptable as proof of timely mailing.
- c) Due to the nature of the RFP, responses transmitted by facsimile or e-mail to Shared Services Canada will not be accepted.

2.3 Former Public Servant



a. **Information Required**

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

b. **Definitions**

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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

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

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

c. **Former Public Servant in Receipt of a Pension**

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

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

name of former public servant;

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

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

d. **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

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

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



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

2.4 ENQUIRIES – BID SOLICITATION

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

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

2.5 APPLICABLE LAWS

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

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

2.6 MODIFICATION AND WITHDRAWAL OF BIDS

- a) Bids can be modified, withdrawn or resubmitted, during the bidding period, up until the solicitation closing date and time.
- b) A bid withdrawn after the solicitation closing date and time cannot be resubmitted.



PART 3- BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

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

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

- b) Format of Bid: Canada requests that bidders follow the format instructions described below in the preparation of their bid:
 - (iv) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (v) use a numbering system that corresponds to the bid solicitation;
 - (vi) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
 - (vii) include a table of contents.
- c) **Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. The Policy on Green Procurement which can be found at: <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>

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

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

d) **Submission of Only One Bid from a Bidding Group:**

- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
- ii. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;



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

b. **Joint Venture Experience:**

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

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

3.2 SECTION I: TECHNICAL BID

The technical bid consists of the following:

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



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

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



3.3 SECTION II: FINANCIAL BID

- a) **Pricing:** Bidders must submit their financial bid in accordance with Annex B Basis of Payment. The total amount of all applicable taxes must be shown separately. All prices must be firm prices.

NOTE : This solicitation is raised for Level 2 resources, however SSC may also require occasion Level 1 resources. In order to standardize any Resulting Contract(s), the firm per diem rate from the financial bid provided by Bidders for Level 2 resources will be used to determine the firm per diems for Level 1 resources as follows :

- *Level 1 Firm Per Diem rate : 80% of Contractor's Level 2 rate*

- b) **Variation in Resource Rates By Time Period:** For any given Resource Category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
- (i) the rate bid must not increase by more than 2% from one time period to the next and;
 - (ii) the rate bid for the same Resource Category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- c) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- d) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

3.4 SECTION III: CERTIFICATIONS

Bidders must submit the certifications required under Part 5 of this bid solicitation.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- b) An evaluation team composed of representatives of SSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c) In addition to any other time periods established in the bid solicitation:
 - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
 - (ii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.
- d) For the resource proposed, the Bidder must include an up to date resume.

4.2 TECHNICAL EVALUATION

- a) **Mandatory Technical Criteria:** Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The mandatory evaluation criteria are described in Attachment 1 to Part 4 of the RFP.
- b) **Point-Rated Technical Criteria:** Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. Bids that do not obtain the required global pass mark of 70 percent for the point-rated technical criteria specified in this bid solicitation will be considered non-responsive and be disqualified. The rated evaluation criteria are described in Attachment 1 to Part 4 of the RFP.
- c) **Resource Qualifications:** The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in the bid solicitation.
- d) **Reference Checks:** If reference checks are conducted by Canada, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will send all e-mail reference check requests to contacts supplied by all the Bidders on the same day. Canada will not award any points unless the response is received within 5 working days. Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. Points will only be allocated if the reference customer is an outside client of the Bidder itself and not that of an affiliate (for example, the outside client cannot be the customer of an affiliate of the Bidder). Points will not be allocated if the outside client is itself an affiliate or other entity that does not deal at arm’s length with the Bidder. Crown references will be accepted.



4.3 FINANCIAL EVALUATION

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

(a) There are two financial evaluation methods possible for this requirement. Method 1 will be used if 3 or more bids are determined to be technically responsive (see Method 1 (b) below), and Method 2 will be used if fewer than 3 bids are determined to be technically responsive (see Method 2 (c) below).

(b) **Method 1:** The following financial evaluation method will be used if 3 or more bids are determined to be technically responsive:

(i) **STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BANDS FOR EACH PERIOD AND EACH CATEGORY OF PERSONNEL:** The Contracting Authority will establish, for each period and each Category of Personnel, the median band limits based on the firm per diem rates proposed by the technically responsive bids. For each period and each Category of Personnel, the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses the lower median rate to a value of minus (-) 10% of the median, and an upper median rate to a value of plus (+) 15% of the median.

(ii) **STEP 2 - POINT ALLOCATION:** Points will be allocated for each period and each Category of Personnel as follows:

(A) If a firm per diem rate for any given period and Category of Personnel is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Category of Personnel, the Bidder who proposed such rate will be allocated 0 points for that period and Category of Personnel.

(B) If a firm per diem rate for any given period and Category of Personnel is within the established upper and lower median band limits for that period and Category of Personnel, the Bidder who proposed such rate will obtain points for that period and Category of Personnel based on the following calculation, which will be rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate within the median band limits}}{\text{Bidder's proposed firm per diem rate}} \times \text{Points Assigned (see Table 1)}$$

(C) If a firm per diem rate for any given period and Category of Personnel is within the established median band limits for that period and Category of Personnel and is the lowest proposed firm per diem rate, the Bidder who proposed such rate will be allocated the applicable points assigned at Table 1 for that period and Category of Personnel.

4.3.1 TABLE 1 - POINTS					
TBIPS ID	RESOURCE CATEGORIES	INITIAL (3 YEAR) CONTRACT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	TOTAL POINTS
C.12	IT Security Incident Management Specialist	300	100	100	500
	Total Points	300	100	100	500

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

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



4.1 TABLE 2 - EXAMPLE OF A FINANCIAL EVALUATION USING METHOD 1

Resource Category	Points Assigned	Bidder 1		Bidder 2		Bidder 3	
		Contract Period	Option Year 1	Contract Period	Option Year 1	Contract Period	Option Year 1
Category A	100 (50 pts. per period)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
Category B	150 (75 pts. Per period)	\$550.00	\$550.00	\$600.00	\$650.00	\$580.00	\$600.00
Category C	150 (75 pts. Per period)	\$800.00	\$800.00	\$420.00	\$450.00	\$450.00	\$450.00
Category D	150 (75 pts. Per period)	\$975.00	\$1000.00	\$500.00	\$550.00	\$600.00	\$635.00
Category E	300 (150 pts. per period)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
Category F	150 (75 pts)	\$1200.00	\$1300.00	\$750.00	\$775.00	\$400.00	\$450.00
TOTAL	1000						

STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BANDS FOR EACH PERIOD AND EACH CATEGORY OF PERSONNEL

(Median 1)	For the Category A , the initial contract period median would be \$420.00. The lower median band limit would be \$378.00 and higher median band limit would be \$483.00. NUMBERS ARE BASED ON A -10% and +15% MEDIAN for each category.
(Median 2)	For Category A , the option year 1 median would be \$450.00. The lower median band limit would be \$405.00 and higher median band limit would be \$517.50.
(Median 1)	For the Category B , the initial contract period median would be \$580.00 The lower median band limit would be \$522.00 and higher median band limit would be \$667.00
(Median 2)	For the Category B , the option year 1 median would be \$600.00. The lower median band limit would be \$540.00 and higher median band limit would be \$690.00.
(Median 1)	For the Category C , the initial contract period median would be \$450.00 The lower median band limit would be \$405.00 and higher median band limit would be \$617.50
(Median 2)	For the Category C , the option year 1 median would be \$450.00. The lower median band limit would be \$405.00 and higher median band limit would be \$617.50.
(Median 1)	For Category D , the initial contract period median would be \$600.00 The lower median band limit would be \$540.00 and higher median band limit would be \$690.00.
(Median 2)	For the Category D , the option year 1 median would be \$635.00. The lower median band limit would be \$571.50 and higher median band limit would be \$730.25.
Median 1)	



(Median 2)	For the Category E , the initial contract period median would be \$420.00 The lower median band limit would be \$378.00 and higher median band limit would be \$483.00
Median 1)	For the Category E , the option year 1 median would be \$450.00. The lower median band limit would be \$405.00 and higher median band limit would be \$517.50.
(Median 2)	For the Category F , the initial contract period median would be \$750.00. The lower median band limit would be \$675.00 and higher median band limit would be \$862.50.
	For the Category F , the option year 1 median would be \$775.00. The lower median band limit would be \$697.50 and higher median band limit would be \$891.25

STEP 2 – POINT ALLOCATION

Bidder 1:

Category A - Contract Period	= 50 points (lowest rate within the lower and upper median band limits)
Category A - Option Year 1	= 50 points (lowest rate within the lower and upper median band limits)
Category B - Contract Period	= 75 points (lowest rate within the lower and upper median band limits)
Category B - Option Year 1	= 75 points (lowest rate within the lower and upper median band limits)
Category C - Contract Period	= 0 (proposed rate is above the upper median band limit)
Category C - Option Year 1	= 0 (proposed rate is above the upper median band limit)
Category D - Contract Period	= 0 (proposed rate is above the upper median band limit)
Category D - Option Year 1	= 0 (proposed rate is above the upper median band limit)
Category E - Contract Period	=150 points (lowest rate within the lower and upper median band limits)
Category E - Option Year 1	=150 points (lowest rate within the lower and upper median band limits)
Category F - Contract Period	= 0 (proposed rate is above the upper median band limit)
Category F - Option Year 1	= 0 (proposed rate is above the upper median band limit)

Bidder 2:

Category A - Contract Period	=47.62 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category A - Option Year 1	=44.44 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category B - Contract Period	=68.8 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category B - Option Year 1	=63.5 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category C - Contract Period	= 75 points (lowest rate within the lower and upper median band limits)
Category C - Option Year 1	= 75 points (lowest rate within the lower and upper median band limits)
Category D - Contract Period	= 75 points (lowest rate within the lower and upper median band limits)
Category D - Option Year 1	= 75 points (lowest rate within the lower and upper median band limits)
Category E - Contract Period	=142.86 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category E - Option Year 1	=133.33 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category F - Contract Period	= 75 points (lowest rate within the lower and upper median band limits)
Category F - Option Year 1	= 75 points (lowest rate within the lower and upper median band limits)

Bidder 3:

Category A - Contract Period	=44.44 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category A - Option Year 1	=44.44 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)



Category B - Contract Period	=71.12 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category B - Option Year 1	=68.75 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category C - Contract Period	=70 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category C - Option Year 1	= 75 points (lowest rate within the lower and upper median band limits)
Category D - Contract Period	=62.5 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category D - Option Year 1	=64.96 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category E - Contract Period	=133.33 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category E - Option Year 1	=133.33 points (lowest proposed rate within upper and lower band limits divided by bidders proposed rate times points available)
Category F - Contract Period	= 0 (proposed rate is below the lower median band limit)
Category F - Option Year 1	= 0 (proposed rate is below the lower median band limit)
STEP 3 - TOTAL FINANCIAL SCORE	
<p>Bidder 1 50+ 50+75+75+0+0+0+0+150+150+0+0= Total Financial Score of 550 points out of a possible 1000 points</p> <p>Bidder 2 47.62+ 44.44+68.8+63.5+75+75+75+75+142.86+133.33+75+75 = Total Financial Score of 950.55 points out of a possible 1000 points</p> <p>Bidder 3 44.44 + 44.44+71.12+68.75+70+75+62.5+64.96+133.33+133.33+0+0 = Total Financial Score of 767.87 points out of a possible 1000 points</p>	

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

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

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

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

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

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



- (i) an invoice (referencing a contract serial number) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant Category of Personnel, where those services were provided in the National Capital Region for at least three months within the twelve months prior to the bid solicitation issuance date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), a signed contract or a letter of reference signed by the Bidder's client that includes at least 70% of the tasks listed in this bid solicitation's Statement of Work for the Category of Personnel being examined for an unreasonably low rate;
- (iii) in respect of each referenced contract, a resume for the resource that performed under that contract which shows that the resource would pass the Category of Personnel's mandatory criteria and achieve, if applicable, the required pass mark for the Category of Personnel's rated criteria; and
- (iv) the name, telephone number and, if available, e-mail address of the invoiced client for each of the resources invoiced, so Canada can verify any facts presented for the affected Category or Categories of Personnel.

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

4.4 Basis of Selection

a) The technically responsive bid(s) that obtains the highest Total Bidder Score will be recommended for award of a contract. The total possible Final Technical Score is **70** while the total possible Final Financial Score is **30**.

- (i) **Calculation of Final Technical Score:** The Final Technical Score will be computed for each technically responsive bid by converting the Total Technical Score obtained for the point-rated technical criteria using the following formula, rounded to 2 decimal places:

$$\frac{\text{Total Technical Score}}{\text{Maximum Technical Points}} \times 70 = \text{Final Technical Score}$$

- (ii) **Calculation of Final Financial Score:** The Final Financial Score will be computed for each technically responsive bid by converting the Total Financial Score obtained for the financial evaluation using the following formula rounded to 2 decimal places:

$$\frac{\text{Total Financial Score}}{\text{Maximum Financial Points (As per Table 1 in section 4.3.1 above)}} \times 30 = \text{Final Financial Score}$$

- (iii) **Calculation of the Total Bidder Score:** The Total Bidder Score will be computed for each technically responsive bid in accordance with the following formula:

$$\text{Final Technical Score} + \text{Final Financial Score} = \text{Total Bidder Score}$$

- b) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- c) In the event of identical Total Bidder Scores, then the bid with the highest Final Financial Score will become the top-ranked bidder.
- d) The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively.



Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	80/85	65/85	75/85
Technical Merit Score	$80/85 \times 70 = 65.88$	$65/85 \times 70 = 53.53$	$75/85 \times 70 = 61.76$
Pricing Score	$550/1000 \times 30 = 16.5$	$950.55/1000 \times 30 = 28.52$	$767.87/1000 \times 30 = 23.04$
Combined Rating	82.38	82.05	84.80
Overall Rating	2nd	3rd	1st



PART 5 - CERTIFICATIONS

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

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

5.1 CERTIFICATION PRECEDENT TO CONTRACT AWARD

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

5.2 STATUS AND AVAILABILITY OF RESOURCES

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

5.3 EDUCATION AND EXPERIENCE

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



PART 6 - SECURITY REQUIREMENTS

6.1 MANDATORY AT CONTRACT AWARD - SECURITY REQUIREMENT

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



PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 REQUIREMENT

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

- (a) **Client(s):** Under the Contract, the "Client" is Shared Services Canada ("SSC"), an organization with a mandate to provide shared services. This Contract will be used by SSC to provide shared services to its clients, which include SSC itself, all Provincial, Municipal Government, and Crown corporations for whom SSC's services are mandatory at any point during the Contract Period. Furthermore those other organizations for whom SSC's services are optional at any point during the Contract Period and that choose to use those services from time to time. SSC may choose to use this Contract for some or all of its clients and may use alternative means to provide the same or similar services.
- (b) **Reorganization of the Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- (c) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.
- (d) **Location of Services:** Services must be delivered as requested to the locations specified in the Contract, which delivery locations must exclude any area subject to one of the Comprehensive Land Claim Agreements (CLCAs).

7.2 STANDARD CLAUSES AND CONDITIONS

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

(a) **General Conditions:**

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

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

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

7.3 SECURITY REQUIREMENT

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



SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

Here are the security clauses to be incorporated in your contractual documentation and used at all times for the duration of the contract:

The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening

The contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data. Subcontracts (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Services and Procurement Canada (PSPC).

The contractor and/or its employees must maintain a valid security screening at the level of SECRET, granted by Canada and approved by Shared Services Canada.

The contractor and/or its employees MUST NOT remove any PROTECTED or CLASSIFIED information or assets from the identified work site(s), which contain security requirements are NOT to be awarded without the prior written permission of Shared Services Canada.

The contractor and its employees must comply with the provisions of the:

- a) Justice Canada – Security of Information Act (Latest Edition);
- b) Industrial Security Manual (Latest Edition).

7.4 CONTRACT PERIOD

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

7.4.1 OPTION TO EXTEND THE CONTRACT

- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional 1-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment at Annex B.
- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

7.5 AUTHORITIES

(a) Contracting Authority

The Contracting Authority for the Contract is:

Jeremy Bigras
180 rue Kent St, 13 floor
P.O. Box/CP 9808 STN T CSC
Ottawa, ON K1G 4A8
Email: jeremy.bigras@canada.ca
Tel. | Tél. : (613) 716-1694



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

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

The Technical Authority for the Contract is:

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

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

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

The Contractor's Representative for the Contract is:

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

7.6 PAYMENT

(a) **Basis of Payment**

- (i) **Professional Services provided with a Fixed Time Rate to a Maximum Price:** For professional services requested by Canada, Canada will pay the Contractor, in arrears, up to the Maximum Price, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B of this contract, Basis of Payment, applicable taxes are extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
Estimated Cost:
- (ii) **Applicable Taxes**
Estimated Cost:
- (iii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (iv) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor refuses, or is unable, to provide an individual



with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Policy (or equivalent) then in effect, which may include prohibiting the Contractor from bidding on future requirements that include any professional services, or rejecting the Contractor's other bids for professional services requirements on the basis that the Contractor's performance on this or other contracts is sufficiently poor to jeopardize the successful completion of other requirements.

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

(vi) Canada will not pay for any travel or living expenses associated with the performance of this contract.

(b) **Limitation of Expenditure**

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

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:

- A. It is 75 percent committed, or
 - B. 4 months before the Contract expiry date, or
 - C. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

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

(c) **Method of Payment**

(i) **Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (A) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (B) all such documents have been verified by Canada;
- (C) the Work performed has been accepted by Canada; and
- (D) the time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice have been submitted.



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

(d) **Time Verification**

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

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

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

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

7.7 INVOICING INSTRUCTIONS

The Contractor can submit invoices electronically through the SSC P2P portal 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. In the alternative, the Contractor may seek the consent of the Contracting Authority to submit invoices using an alternative method.

For Purchase Orders, the Contractor's invoice must indicate which line item(s) and the quantity for which it is invoicing.

If the Contractor submitted an advance shipping notice, the invoice should be linked to this advance shipping notice in the SSC P2P portal. The Contractor may link more than one advance shipping notice to the invoice. The invoice must match the total quantity and price of the advance shipping notices.

7.8 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its response to the RFP is a condition of the Contract and subject to verification by Canada during the entire Contract Period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the Contract, to terminate the Contract for default.

7.9 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – DEFAULT BY CONTRACTOR

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

7.10 APPLICABLE LAWS

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



7.11 PRIORITY OF DOCUMENTS

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) General Conditions 2035 (2016-04-04);
- (c) Annex A - Statement of Work;
- (d) Annex B - Basis of Payment;
- (e) Annex C - Security Requirements Check List;
- (f) Supply Arrangement Number EN578-170432/xxx/B (the “**Supply Arrangement**”) <*To Be Inserted at Contract Award*>;
- (g) the Contractor's bid dated _____, as amended _____, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

7.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR)

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

7.13 INSURANCE REQUIREMENTS

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

7.14 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

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

(a) First Party Liability:

- (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled “Intellectual Property Infringement and Royalties”;
 - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.



- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relates to:
 - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
 - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$2,000,000.00. In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$2,000,000.00, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(b) Third Party Claims:

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



7.15 JOINT VENTURE CONTRACTOR

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

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

7.16 PROFESSIONAL SERVICES - GENERAL

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



Replacement of Specific Individuals

1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
 - the name, qualifications and experience of a proposed replacement immediately available for Work
 - Security information on the proposed replacement as specified by Canada, if applicable
 - If the resource for which the Task Authorisation was awarded does not commence Work, then any proposed replacement must have qualifications and experience that meets or exceeds the original resource. If the resource for which the Task Authorisation was awarded has commenced Work, and then departs, then any proposed resource replacement must have qualifications and experience that meet the original minimum evaluation criteria. In either case, replacements must be deemed suitable by the Technical Authority.
 - The Contract Authority in consultation with solicitation Technical Authority reserves the right to provide additional time for contractor to provide a replacement resource.
2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
 - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
 - b. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meets or exceeds those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this sub article (c).
3. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

7.17 SAFEGUARDING ELECTRONIC MEDIA

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



7.18 REPRESENTATIONS AND WARRANTIES

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

7.19 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

7.20 IDENTIFICATION PROTOCOL RESPONSIBILITIES

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

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

7.21 TRANSITION SERVICES AT END OF CONTRACT PERIOD

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

7.22 PERIODIC USAGE REPORT

The Contractor must compile and maintain records on its provision of services to the federal government under validly issued TAs issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If any required information is not available, the Contractor must indicate the reason. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The Contractor must



submit the periodic usage reports on a quarterly to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

The quarterly periods are defined as follows:

- A. April 1 to June 30;
- B. July 1 to September 30;
- C. October 1 to December 31; and
- D. January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

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

- A. The Solicitation ID, Task Authorization number and the Task Authorization Revision number(s), if applicable;
- B. Start and End Date of Task Authorization;
- C. # of days contracted;
- D. Category of Resource;
- E. Firm Per Diem;
- F. Resource Name ;
- G. Total estimated cost specified in the TA (all applicable taxes are extra);
- H. Invoiced days by applicable month

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

- A. the amount (all applicable taxes) specified in the contract (as last amended, if applicable) as Canada's total liability to the contractor for all validly issued TAs; and
- B. the total amount, all applicable taxes are extra, expended to date against all validly issued TA's.

7.23 TASK SOLICITATION AND TASK AUTHORIZATION PROCEDURES

7.23.1 As and When Requested Task Authorizations: The Work to be performed under the Contract on an “as-and-when-requested basis” using a Task Solicitation process to issue 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.

7.23.2 Task Solicitation Work Distribution Process for TA Requirements: The Task Solicitations and the resulting Task Authorizations issued against the Contract define the performance required of a specified resource(s) to meet the requirement of a Shared Services Canada (SSC) client authorized to use the Contract.

Task Solicitations and Task Authorizations issued under the contract will be prepared by the SSC Contract Authority.

7.23.3 Authority to Raise Task Authorizations under the Contract: Under the Contract, the Director of SSC Contracting Division delegates authority to issue Task Solicitations and Authorizations against the Contract. All delegated Technical Authorities shall follow all terms, conditions, and processes defined in the Contract. The Technical Authority listed in Article 7.5 of the Contract is required to ensure all delegated Technical Authorities follow the terms of the Contract.



7.23.4 Strike System for Work Distribution:

To ensure fairness, openness, and transparency, the SSC Contract Authority reserves the right to apply strikes against a Contractor for actions deemed to be against the best interests of SSC. The actions for which strikes may be applied against a Contractor include, but are not limited to, the following actions:

- a) Repeated failure to respond to solicitations without communicating in writing such decisions to Contract Authority;
- b) Submission of inquiries regarding a Task Solicitation to someone other than the authorized SSC personnel identified in the Task Solicitation;
- c) Proposal of resources who do not meet the requirements specified in the Task Solicitation;
- d) Failure to secure in writing exclusive rights to the resource or resources submitted in a proposal for a specific Task Authorization;
- e) Refusal by a Contractor to accept a Task Authorization for which it has submitted a proposal;
and
- f) Any violation of terms and conditions outlined herein.

If a Contractor accumulates three (3) strikes against it within a year, the SSC Contract Authority reserves the right to take remedial action against the Contractor. Such remedial action could include suspension of the Contractor from use of the Contract, withdrawal of authorization to use the Contract from the Contractor, exclusion of the Supplier from any further Task Authorizations under the Contract, or other measures. The application of remedial actions is at the sole discretion of SSC.

Each action for which a strike is applied to a Contractor will be investigated by the SSC Contract Authority to confirm that the Contractor is in violation of the terms and conditions of the Contract. Withdrawal of authorization to use the Contract, for whatever reason, does not remove the right of the SSC Contract Authority or the designated user to pursue other measures that may be available.

7.23.5 Task Solicitation Process:

All work to be completed pursuant to this Contract will be authorized under the process detailed therein this article.

1.1 Stage 1—Preparation of Solicitation Document

To initiate the process, a SSC's manager authorized to use the Contract will identify the need for staff augmentation using the Contract. The delegated Technical Authority for the solicitation selects a resource category from the descriptions included in the Statement of Work, Annex A this Contract. Based on the SOW resource category requirement, the technical authority will develop a corresponding resource evaluation grid establishing specific initiative resource skills and experience sought. The delegated Technical Authority then submits these documents to the SSC Contract Authority who will review the documents and prepare a Task Solicitation form.

1.1.1 Contents of a Task Solicitation Form

The Task Solicitation form will provide relevant background information on the task. This includes project information for the requirement the task is being issued to address. The Task Solicitation form will describe the objective to be obtained by engaging a contract resource or resources for the requirement. It will also specify the location at which the proposed resource will be required to provide services.



1.2 Stage 2—Contractor Prepares and Submits Proposals

The Contractor receiving a Task Solicitation will prepare and submit a proposal in response to the Task Solicitation within the time specified in the solicitation

1.2.1 Clarification of a Task Solicitation

Should a Contractor require clarification on any part of a Task Solicitation, it is the responsibility of the Contractor to contact the Contract Authority to obtain clarification prior to the Contractor submitting their proposal. The Contractor must submit any questions regarding the Task Solicitation within the time specified in the solicitation and must direct them only to the authorized personnel as specified on the Task Solicitation.

1.2.2 Contents of a Proposal

As part of their proposal, Contractors must include the name and contact information for the Contractor's representative responsible for dealing with day-to-day performance issues. Failure to provide this information will render the Contractors' proposal non-compliant.

The Contractor must provide the résumé of the proposed resource as well as a completed Evaluation Grid.

The Contractor must propose resources who meet the requirements specified in the Task Solicitation. A Contractor's proposal of a resource that does not meet the mandatory requirements specified in the Task Solicitation will result in a strike against the Contractor.

If the Contractor mistakenly submits a resource who does not meet mandatory requirements specified in the Task Solicitation, the Contractor must contact the Contract Authority directly within one working day to rectify the mistake. If the Contractor does not rectify the error, the submitted resource(s) will stand as the Contractor's proposal.

The Contractor must ensure that it has exclusive rights to the resource submitted in the Contractor's proposal for a specific Task Solicitation and that the resource, if selected by SSC, will fulfill the engagement. Upon request by the SSC Contract Authority, the Contractor must provide a signed copy of its exclusivity agreement with the proposed resource for a specific Task Solicitation. A Contractor's failure to secure exclusive rights to the resource or resources submitted in the Contractor's proposal will result in a strike against a Contractor.

1.3 Stage 3 Evaluations of Proposals

1.3.1 Step 1 Proposals Forwarded to the Contract Authority

At the end of the proposal receipt period, when proposal from Contractor have been received by SSC's Contract Authority, the résumé and completed contractor self-scoring grids for proposed resources will be forwarded by the Contract Authority to the Technical Authority who initiated the requirement.

1.3.2 Step 2 Technical Authority Evaluates Proposals

The Technical Authority responsible for the requirement is wholly responsible for the evaluation of proposals and will document the evaluation using the assessment summary template provided by Contract Authority. The Technical Authority first reviews the résumés for compliance with the requirements specified in the Task Solicitations; SOW and mandatory criteria. The Technical Authority will reject from further consideration any résumé the Technical Authority identifies as mandatory non-compliant.

Upon verification that Contractors proposed candidate meet the mandatory criteria, the Technical Authority will access and document using the same rating criteria evaluation tool

The Technical Authority can additionally elect to undertake an interview with Contractor's proposed resource to confirm both suitability and verification of experience.



1.3.3 Step 3 Technical Authority Documents Evaluation

The Technical Authority will document all decisions regarding the proposed resource and provide the Contract Authority all such supporting documentation using the assessment summary template provided by Contract Authority. In cases where interviews have been undertaken the Technical Authority will additionally provide to Contract Authority respective candidates interview results.

1.4 Stage 4 Task Authorization Award

The Task Authorization will incorporate the Task Solicitation documents and, by reference, terms and conditions of the Contract. The Task Authorization will authorize the Contractor to proceed based

Upon the agreed technical requirements and start and end dates.

1.5 Stage 5 Commencement of Work

The Contractor will not commence work until an approved Task Authorization has been received from the Contracting Authority. The Contractor acknowledges that any and all work performed in the absence of the aforementioned Task Authorization will be done at the Contractor's own risk, and SSC shall not be liable for payment thereafter, unless or until a Task Authorization is provided by the Contracting Authority.

1.5.1 Financial Limitations

The estimated total cost authorized for each Task Authorization will not be exceeded unless and until an increase is authorized by a formal Task Authorization amendment. No amendment of a Task Authorization will be binding upon the Contractor or SSC unless a formal Task Authorization amendment in writing has been issued by the Contracting Authority. Likewise, SSC will not be liable for any adjustment to the price of a Task Authorization on account of a change in the Task Authorization, unless the change is authorized in writing by the Contracting Authority.

1.5.2 Exercising an Option for Extension

A Task Authorization under the Contract can have multiple options for extensions as required by the Technical Authority. These options are exercised at SSC's sole discretion. When a Task Authorization is in the initial Task Authorization period or in any extension period, the Contractor is responsible for advising the Contract Authority and the Project Authority when there are 15 business days remaining in the Task Authorization.

Automatic extension of the Task Authorization is not authorized and SSC will not be responsible for any financial expenses incurred by the Contractor as a result of an extension not authorized by SSC. To exercise the option for an extension of the Task Authorization, the Project Authority must notify the Contract Authority that the option to extend the Task Authorization is to be exercised. When a Task Authorization is in its last extension, the Contractor is responsible for advising the Contract Authority and the SSC Project Authority when there are 20 business days remaining in the Task Authorization.

7.23.6 Period of Services of the Task Authorizations Awarded Under the Contract

Task Authorizations may be issued from the date that the Contract is signed until the expiry date of the Contract or any extension thereof. Each Task Authorization will indicate the initial period of services during which the specified work will be performed.

7.23.7 Termination of a Task Authorization

The Contract Authority may, at its sole discretion, terminate all or any part of a Task Authorization. In the event of such termination, the Contractor agrees that it shall be entitled to be compensated only for work performed and accepted up to the effective date of such termination



ANNEX A

STATEMENT OF WORK

SHARED SERVICES CANADA

GOVERNMENT OF CANADA CYBER INCIDENT RESPONSE TEAM

**24/7 INFORMATION TECHNOLOGY SECURITY INCIDENT
MANAGEMENT**

1. Background

The Government of Canada created Shared Services Canada (SSC) on August 4, 2011, to fundamentally transform how the Government of Canada (GC) manages its Information Technology (IT) infrastructure. SCC reports to Parliament through the Minister of Public Services and Procurement Canada (PSPC). SSC is mandated to deliver email, data center and telecommunication services to 43 federal departments and agencies (referred to as Partner Organizations). SSC also provides other optional services to government departments and agencies on a cost-recovery basis. It is envisioned that a more efficient and harmonized use of technology will increase productivity across departments and will help build a more modern public service.

The Security Operations Center (SOC) is composed of various group, with the GC-Cyber Incident Response Team (GC-CIRT) being the focal point for:

- The discovery of cyber-attacks and characterization of those attacks;
- Collection, analysis and response activities;
- Creation and sharing of situational awareness for national counterparts; and
- Implementation of cost-effective resilience and recovery to its information infrastructure.

2. Requirements Overview

The requirements set forth in this Statement of Work (SOW) are for the provision of Intermediate IT security incident management specialists to provide continuous day-to-day operational support within the GC-CIRT.

As an integral part of the services provided by GC-CIRT, Level 1 IT Security Incident Management Specialist support performs ongoing monitoring, triage, initial response, evaluation and analysis of real and perceived issues, as well as escalation when deemed appropriate as per established Incident Handling procedures. Level 1 Support is part of the initial line of defense against cyber related threats. Support is provided on a 24 hour a day, 7 days a week basis (24/7) 365 days of the year. Level 1 Support feeds into Level 2 and Level 3 which are made-up of full-time GC employees.

Given that GC-CIRT is a 24/7 environment, these resources will be working on rotational shifts, ensuring that resources are always at the designated work location. Resources must be able to work 8 or more hour shifts in stressful environments while maintaining a high level of productivity and ensuring attention to detail.

The following is a list of activities of what may be expected of the Intermediate IT Security Incident Management Specialists function:



Purpose / Tasks in order to provide Services and Support

1. Monitor, analyze and triage events received in SSC Security Incident and Event Management (SIEM) dedicated environment;
2. Respond and thoroughly document Cyber security events reported in SSC SIEM system and SSC security incident management system;
3. Manage priority of Cyber security events reported in the SSC SIEM;
4. Extract data, files, network traffic samples from security tools for analysis;
5. Update and create security operations processes and procedures related to the position in collaboration with SSC Security team leads and analysts;
6. Report and escalate IT security events of interest or technical issues to SSC Security analysts through SSC Security incident management tool;
7. Outside regular GC business hours, report and escalate IT security events of interest or technical issues to SSC Security Duty Analyst;
8. Perform regular health check on work infrastructure (SIEM health state, access to consoles and tools, etc...);
9. Maintain journal of tasks and activities completed during hours worked using a predefined format provided by SSC;
10. Perform information exchange on threats and ongoing activities with coworkers at shift change.
11. Review and analyze network packets through packet capture PCAP files;
12. Write simple search request/code in SIEM or security tools console environment;
13. Assist in IT security investigations, exercises and tests when needed;
14. Monitor and respond to IT security alarms, alerts and warnings from various security systems like Intrusion Prevention/Detection System (IPS/IDS), Wireless Intrusion Detection System (WIDS), Antivirus (AV) consoles, anti-Distributed Denial of Service (DDoS) appliances, firewalls and web filtering or proxy systems;
15. Answer and respond to calls, e-mails for information requests or technical query from SSC Security analysts or management;
16. Create, monitor, and update security incident tickets using SSC security incident management system;
17. Answer technical questions and assessment from security analyst;
18. Provide feedback and communicate event or situation of interest for next analyst taking over at the end of the working hours;
19. Review activity log from previous workers;
20. Review of GC-CIRT: GC-CIRT, CCIRC: Canadian Cyber Incident Response Center, US-CERT: United States Computer Emergency Readiness Team alerts and bulletins and other potential sources of information to be current;
21. Analyze and recommend improvements of monitoring and surveillance processes;
22. Adhere with Government of Canada and departmental policies, standards & procedures required for work; and
23. Perform other related duties.

While not limited to, additional system knowledge and/or experience requirements such as HP ArcSight, IBM QRadar, Splunk, McAfee IPS, Trend Micro DMS, Websense Content Gateway, Symantec Secure Web Gateway, RSA Netwitness, Nixsun NetDetector and NGeniusONE would be of asset.

Note that the proposed resource may not be solely responsible for the completion of these deliverables. Secured resources will be expected to work collaboratively with SSC staff to ensure the work is completed in a manner that ensures maximum knowledge transfer to SSC staff.

3. Constraints

Contract Holder Responsibilities

- Schedule work and allocate resources based on the requirements;
- Ensure that the clients requirements of required resources per shift are available at all times;



- Manage resources' schedules and hours;
- Provide continuous 24/7/365 day-to-day operational support within the GC-CIRT;
- Provide the deliverables (in draft, final or both forms) to the Technical Authority or their representative as specified in each Task Authorization (TA). The scope and specific content of each deliverable will be submitted to the Technical Authority for review and to determine acceptance;
- The Contractor will be responsible submitting timesheets on a weekly basis to the Technical Authority;
- The schedule, format and content of each deliverable shall be mutually agreed to by the Task Authorization (TA) and the Contractor in writing and will be based on the Task Authorization TA's organizational standards (e.g. business requirement template to be used, security classification, standard architecture format for business views, etc.); and
- The Contractor will be responsible to find a suitable replacement for any resources that are not able to fulfill their shift.

Work Guidance

The resource will work under the guidance of SSC GC-CIRT Technical Authority.

Location

The resource will work in the SSC SOC located in the National Capital Region (NCR).

Working Hours

Work is to be performed on a continuous basis, 24 hours a day, and 7 days a week with the minimum number of resources required on site at all times.

Resources hours would be divided in shift, with shift overlapping each other by at least 1 hour to allow for knowledge transfer (i.e. not all resources are changing shift at the same time).

Security

The resource must maintain a valid, minimum of **Level 2 - Secret** status throughout the Contract Period. Bidder must specify security clearance file number and expiration date.

Language

The resource must be able to communicate in English effectively, both orally and through written comprehension. Given that this position will require the candidate to write shift and incident documents, it is essential that the candidate have extensive experience in writing such documents. French communication, both oral and written will be considered an asset.

Travel Requirement

There is no travel requirement expected to conduct the SOW.

However, if travel is deemed necessary, Travel and Living expenses will only apply when the Contractor is requested to work outside the NCR. If required, the Technical Authority must authorize travel in advance, in writing.

Invoices for Travel and Living costs are to be supported by documentation (receipts) and will be reimbursed in accordance with the Treasury Board Policy and Guidelines on Travel in effect at the time of travel at actual cost with no allowance for mark-up or profit. Charges for air travel must not exceed relative economy rates.

Replacement of Individual Resources

If the contractor is unable to provide services of any specific individual identified in the contract to perform the services, the Contractor must within 5 Federal Government Work Days (FGWD) of the individual's departure or within 10 FGWD of Canada's notice of the requirement for a replacement provide the Contracting Authority:

Name, qualification and experience of the proposed replacement immediately available for work and Security information on the proposed replacement as specified by Crown



The replacement must meet or exceed qualifications and experience obtained for the original resource and is acceptable to SSC GC-CIRT. SSC GC-CIRT will assess individual and confirm acceptance through an evaluation using resume and interview process.

For continuity purposes and operational knowledge transfer, new resources will be working along regular staff for at least 3 shifts before taking on regular shift on their own.

Non-Disclosure

All work carried out by the contractor with respect to this SOW will remain the property of the Crown. All reports, documentation, and extensions thereto shall remain the property of the Crown and the contractor shall not divulge, disseminate or reproduce such reports and/or documentation to any other person without the prior written permission of the Crown.

Data Rights

All documents and data delivered by the Contractor in response to this SOW shall become the property of the Crown. The Crown shall have full and complete rights to duplicate, use and disclose in any manner for Government purposes, including delivery to other Governments for the furtherance of mutual interest, all or any part of the documents and data delivered by the Contractor in response of this SOW.

All data made available to the contractor to perform the work detailed in this SOW shall be returned to the Technical Authority on completion of the work and shall not be used for any purpose beyond that intended for the completion of the work. Contractors will be required to sign a non-disclosure agreement prior to beginning the work identified in the SOW.

Proprietary Information

All information, documents and computer hardware made available to the contractor during the course of this project are deemed proprietary, and shall be returned to the Crown upon completion of the tasks specified in this SOW or upon termination of the contract.

Given the nature of the work, Government of Canada electronic equipment will be provided for work purposes.



Annex 'B'

BASIS OF PAYMENT

1.0 Basis of Payment

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

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

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

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

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

NOTE : This solicitation is raised for Level 2 resources, however SSC may also require occasion Level 1 resources. In order to standardize any Resulting Contract(s), the firm per diem rate from the financial bid provided by Bidders for Level 2 resources will be used to determine the firm per diems for Level 1 resources as follows :

- *Level 1 Firm Per Diem rate : 80% of Contractor's Level 2 rate*

FOR THE CONTRACT PERIOD (3 YEARS)	
Category of Personnel	Ceiling Per Diem Rate
Stream 6: Cyber Protection Services	
IT Security Incident Management Specialist	
FOR THE OPTION YEARS (2 x 1 YEAR)	
Category of Personnel	Ceiling Per Diem Rate
Stream 6: Cyber Protection Services	
IT Security Incident Management Specialist	



2.0 Taxes

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



Annex C Security Requirements Check List (SRCL)

	Contract Number / Numéro du contrat Common F8 SRCL#16
	Security Classification / Classification de sécurité UNCLASSIFIED

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

1. Originating Government / Department or Organization / Ministère ou organisme gouvernemental d'origine Canada		2. Branch or Directorate / Direction générale ou Direction Acquisitions Branch	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Professional Services - Standing Offers and Supply Arrangements			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (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"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable / À ne pas divulguer <input type="checkbox"/>	Restricted to / Limité à: <input type="checkbox"/>	Restricted to / Limité à: <input type="checkbox"/>	
Restricted to / Limité à: <input type="checkbox"/>	Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input checked="" type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input checked="" type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TREAS-938-1033-1004(12)

Security Classification / Classification de sécurité UNCLASSIFIED





ATTACHMENT 1 TO PART 4

Evaluation Criteria

Mandatory and Point Rated Criteria

GOVERNMENT OF CANADA-CYBER INCIDENT RESPONSE TEAM (GC-CIRT)

24/7 INFORMATION TECHNOLOGY SECURITY INCIDENT MANAGEMENT SPECIALIST

1. Evaluation Disclaimer

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

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

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

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

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

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

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

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

2. Customer Reference Contact Information

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

Canada is not obliged to, but may in its sole discretion contact the Primary reference and, where applicable, the Backup reference, in order to validate that any information on any signed RFP Reference Project Form is accurate. Canada may conduct the reference check with respect to none, some or all of the mandatory experience requirements. Canada may



conduct any Project Reference validation check in writing by e-mail by sending the reference a copy of the completed and signed RFP Reference Project Form. Canada will email (cc) the Respondent's contact when an e-mail is sent out for Project Reference validation checks.

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

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

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



3. Mandatory Criteria

	Mandatory Requirement	Comments
M1	<p>For this mission-critical Professional Service Vehicle we are seeking a suppliers that have demonstrated providing 24/7 IT Security services.</p> <p>Bidders must supply three (3) contract references in IT Security in support of its submission. At least 1 reference contract must be directly related to the delivery of IT Security –Incident Management or equivalent to Incident Management and contain a minimum of 14 unique resources. Individual resources may not be counted more than once on any single reference contract.</p> <p>Each reference contract experience must occur within the five (5) years prior to the RFP closing date. Each reference contract must demonstrate a minimum of \$3M in (“Billed”) revenue. Reference contracts may contain TBIPS Categories of Personnel not listed in this RFP.</p> <p>The Bidder’s reference contract(s) must demonstrate a combined minimum billed value of 8000 days under the TBIPS SO/SA or equivalent*, for the category associated with this RFP.</p> <p>The reference contract(s) must be undertaken within Canada. The region of delivery for at least 1 of the reference contract(s) must have occurred within the NCR.</p> <p>At least one (1) of the referenced contract(s) must be issued by a government client. Government may include the Federal, Provincial or Municipal Government. The Government of Canada includes any department, agency board of the Government of Canada or a Crown Corporation.</p> <p>*Definition of equivalent - Canada will accept as equivalent to the identified TPIBS category associated with this RFP, resources that delivered services similar to the responsibilities listed in both TBIPS SA, and the General Roles Responsibilities of the SOW (Annex “A”).</p> <p>Note: The onus is on the bidder to clearly demonstrate the equivalency. Failure to do so will result in non-compliancy.</p> <p>The reference contract(s) must be issued directly to the Bidder and not with the Bidder’s subcontractor or affiliate.</p> <p>The client organization must not be a partner or sub-contractor of the Bidder. Nor may be it any other entity that lacks an “at arm’s length” relationship with the Bidder.</p> <p>For each reference contract, the Bidder must provide the Contract Authority’s name, title, telephone number and e-mail address, confirming the following:</p> <p>a) The name of the client organization</p>	



	<ul style="list-style-type: none">b) Contract number; and Bidder namec) The period of the contract, i.e. start and end date (month/year)d) Identify resource by name of reference numbere) TPIBS category or equivalentf) Total billable days per category <p>Canada reserves the right to request additional reference information, at any time during the evaluation process, for the purposes of verification. Upon request by Canada, the Bidder will have a minimum of 48 hours to provide the required information. If the information is not provided within the period specified in the request, Canada reserves the right to declare the bid non-responsive.</p>	
M2	Facility Security Clearance The Bidder must demonstrate that it holds a valid Government of Canada Facility Security Clearance at the level of Secret issued by PSPC-CISD and maintain this clearance throughout the duration of the ensuing contract.	



Point Rated Criteria

Proposals, that meet all of the mandatory qualifications, will be further evaluated against the following rated requirements. A Technical Proposal Score out of 70 points, will be computed using the formulas below

Technical Evaluation Criteria	Maximum Score	Technical Scoring Formula
R.1 Corporate Experience Proposing Key IT Security Incident Management Specialist Resources	200	
R.2 Bidders IT Security Resourcing Description	50	
Sub-Total	250	Bidders Score (out of 250 /250 *70 points)
Technical Proposal Score	70 Points	



R.1 Corporate Experience Proposing Key IT Security Incident Management Specialist Resources

The Bidder must submit (4) Security Level 2 candidate whose expertise falls within the IT Security Incident Management Specialty using the below evaluation grid. A different candidate must be submitted for each.

Bidders must demonstrate by way of a signed letter that each of the four proposed resources has formally consented to the submission of their profile by the Bidder, exclusively, for the purposes of this solicitation. These signed letters must also include a provision that the resource is aware of the content that the Bidder is submitting to SSC on their behalf.

Regarding the content of the resumes of the Bidders' proposed resources, Bidders should avoid including project experience and details that would not be deemed relevant to the grid criteria. Content to avoid includes exhaustive descriptions of work history that occurred in the distant past or in roles not related to IT Security. For the purpose of demonstrating work history, Bidders should simply note the unrelated project history experience briefly, rather than an expanded narrative.

The Bidder agrees that each of the four proposed resources will be available to work, should such a requirement be requested by SSC, within 1 month of contract award.

The Bidder must provide, as part of their bid response, one brief reference letter for each resource submitted. The letters must attest to the candidate's successful professional experience in a capacity directly related to IT Security Incident Management for which they are being evaluated. The letters must be certified by way of a signature by someone that was acting in a client/supervisory role to the resource. The letters themselves will not be evaluated. However, failure to include any of the four reference letters will result in the Bidder's non-compliance.

Scoring Structure:

- Bidders' resources will be awarded points according to their assessment against the grid for which they have been submitted
- Each resource will then have their score pro-rated against a total of 50 available points per resource
- Total available points for all four resources is 200
- Bidders are not to submit "self-scores". Doing so will result in non-compliance

Resource	Score
IT Security Incident Management Specialist	(TBD/ 85) *50 =
Total Resource Points	TBD /200)



TBIPS ID	CATEGORY OF PERSONNEL	LEVEL OF EXPERTISE
C.12	Security Incident Management Specialist	2

The Bidder MUST demonstrate that EACH of the proposed Intermediate IT Security Incident Management Specialists- Level 2 has:				
Criteria	Mandatory Requirement	Bidders Response		
		Insert Page # of Resume	Met	Not Met
M1	A University Degree or College diploma in Computer Engineering Technology, Computer Technology (computer science) or other computer technology related field and A minimum of two (2) years of experience related to IT Security incident management duties. Or A minimum of five (5) years of experience related to IT Security Incident Management duties			
M2	The proposed resource must demonstrate experience working in an environment with multiple stakeholders (2 or more).			
M3	Proposed resource must have a valid security clearance at the Secret level (minimum)			



Point-Rated Evaluation Criteria

The proposed resource will be evaluated against the following point-rated criteria

Experience and Expertise of the Proposed Intermediate IT Security Incident Management Specialist – Level 2				
Name of proposed resource: _____				
The Bidder SHOULD demonstrate that EACH of the proposed Intermediate IT Security Incident Management Specialists- Level 2 has:				
			Bidder's Response	
#	Rated Evaluation Criteria	Points Max	Demonstrated Experience	Insert Page # of Resume
R1	Four (4) years cumulative experience in the last ten years as an IT Security Incident Management Specialist.	15	12 to 24 months: 5 points >24 to 48 months: 10 points >48 months: 15 points	
R2	Experience supporting TCP/IP communications protocol and web service protocols (ex: HTTP, HTTPS, FTP, XML, SOAP).	20	<ul style="list-style-type: none"> • 1 - 2 years: 5 points • >2 - 3 years: 10 points • >3 - 5 years: 15 points • > 5 years: 20 points 	
R3	Minimum of two (2) projects which demonstrate experience with prevention measures against attack methods/techniques and malware (ex: Cross-site scripting, denial of service, spam, BotNets, worms) to receive the full available points.	10	1 project: 5 points 2 projects: 10 points	
R4	Recent experience (since January 1, 2010) in the following areas. <ul style="list-style-type: none"> • HP ArcSight, • IBM QRadar, • Splunk, • McAfee IPS, • Trend Micro DMS, • Websense Content Gateway, • Symantec Secure Web Gateway, • RSA Netwitness, • Niksun , • NetDetector , • NGeniusONE. • MS operating systems; • Unix operating systems; • Linux operating systems; • z/OS operating systems; 	10	<ul style="list-style-type: none"> • One point per list item up to a maximum of 10 points <p>Evaluation will consider specific experience for each of the referenced areas in terms of work performed and months of experience gained since January 1, 2010.</p>	



Experience and Expertise of the Proposed Intermediate IT Security Incident Management Specialist – Level 2

Name of proposed resource: _____

The Bidder SHOULD demonstrate that EACH of the proposed Intermediate IT Security Incident Management Specialists- Level 2 has:

			Bidder's Response	
#	Rated Evaluation Criteria	Points Max	Demonstrated Experience	Insert Page # of Resume
R5	Demonstrate how the proposed resource has worked in and provided 24/7 IT Security support:	10	<ul style="list-style-type: none"> Up to 1 year continuous: 5 points More than 1 year continuous: 10 points 	
R6	Demonstrate how the proposed resource has experience working on and participating with teams:	10	<ul style="list-style-type: none"> 2 – 4 projects for which the bidder was working in a team: 5 points 5 or more projects for which the bidder was working in a team: 10 points 	
R7	Demonstrate how the proposed resource has experience with the virtual technology VMware:	10	1 – 2 years: 5 points More than 2 years: 10 points	
Maximum Points Available:		85		
Minimum Score Required:		60		



R.2 Bidders IT Security Operations Support Resourcing Description

Bidders' knowledge and ability to support success for SSC in its day-to-day operational support within the GC-Cyber Incident Response Team (GC-CIRT), mandate are critical considerations. Past performance and demonstrated capacity to deliver like requisite skills and service are key to predicting the successful Bidder's ability to meet SSC's needs. Bidders should describe their capabilities, with specific focus on IT security work as delivered through professional services.

Points will be allocated according to the Bidder's ability to meet SSC's needs in those areas. Bidders should focus their description on matters considered relevant to the successful delivery of IT security professional services.

Bidder responses will be evaluated and scored according to its presentation and the quality of its contents :

- Clarity
- Relevance
- Knowledge
- Density
- Proof
- Completeness
- Innovation
- Bonus (evidence of excellence, and/or continuous improvement, etc.)

SSC does not wish to constrain the process at the Bidder level by prescribing which solution / strategy should be considered, however all bidder responses should be to a maximum word count of 6000. Failure will result in the Bidder's non-compliance.

Material only relevant if tied directly to the provision operational support services.

The Bidder should provide information on the following to demonstrate its 24/7 operational support experience:

1. General (Description of its IT Security Services)
2. Business Processes (Security-related)
3. Recruiting IT Security resources
4. Specific experience with skills relevant to RFP

Will be evaluated on the following rated criteria (Maximum 50 points):

Excellent (100% 50 of Points Available): Response demonstrates a profound level of understanding and knowledge Details provided regarding the Bidder's presence and practice in operation support services are complete:

- Bidder demonstrates their experience with the four (4) criteria listed above. Supporting examples for all 4 criteria are provided and clearly link Bidder's experience to the requirements the SOW,
- Depth and breadth of experience in 24/7 support operations is well demonstrated. The Bidder has experience working with at least three (3) major clients in the last seven (7) years prior to the bid closing date.

Good (80% 40 Points Available): Response demonstrates a strong level of understanding and knowledge Details provided regarding the Bidder's presence and practice in operation support services are sufficient:

- Bidder demonstrates their experience with the four (4) criteria listed above. Some examples are provided; and
- Depth and breadth of experience in 24/7 support operations is well demonstrated. The Bidder has experience working with at least Two (2) major clients in the last (7) seven years prior to the bid closing date.



Acceptable (50% 25 of Points Available): Response demonstrates a moderate level of understanding and knowledge. This is the established minimum.

Details provided regarding the Bidder's presence and practice in operation support services are minimal:

- Bidder partially demonstrates their experience, knowledge within the four (4) criteria listed above, specific examples are not provided;
- Depth and breadth of experience in 24/7 support operations is demonstrated. The Bidder has experience working with one (1) major client in the last (7) seven years prior to the bid closing date.

Limited (30% 15 of Points Available): Response demonstrates an incomplete or somewhat unclear understanding and knowledge

Criterion addressed, but not enough information provided and/or technically not acceptable. Less than established minimum.

Details provided regarding the Bidder's experience in 24/7 support operations are insufficient:

- Bidder does not demonstrate their experience, knowledge within each of four (4) criteria listed above, and no specific examples are provided; and
- Depth and breadth of experience in 24/7 support operations is not demonstrated. The Bidder has no experience working with one (1) major client in the last (7) seven years prior to the bid closing date

Not acceptable (0% of Points Available): Response is poorly presented or written, and provides minimal value to SSC. The information provided was unsuitable or insufficient



Attachment 1 to Part 3: Bid Submission Form

BID SUBMISSION FORM	
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Number of FTEs [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]	
Security Clearance Level of Bidder <i>[include both the level and the date it was granted]</i> <i>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</i>	
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
Signature of Authorized Representative of Bidder	