



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Quebec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Mainframe & Business Software Procurement Division /  
Div des achats des ordi principaux et des logiciels de gestion

Terrasses de la Chaudière

4th Floor, 10 Wellington Street

4th etage, 10, rue Wellington

Gatineau

Quebec

K1A 0S5

<b>Title - Sujet</b> RFP FOR HOSTING SERV. FOR GCSURPLUS		
<b>Solicitation No. - N° de l'invitation</b> EN578-151529/A		<b>Date</b> 2018-06-20
<b>Client Reference No. - N° de référence du client</b> 20151529		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EEM-054-33638		
<b>File No. - N° de dossier</b> 054eem.EN578-151529	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-07-31</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fall, Moctar		<b>Buyer Id - Id de l'acheteur</b> 054eem
<b>Telephone No. - N° de téléphone</b> (873) 720-9403 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**This page is replaced by the ABE cover sheet issued by PWGSC.**

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# BID SOLICITATION

## HOSTING SERVICES FOR GCSURPLUS APPLICATION

### FOR

## PUBLIC SERVICES AND PROCUREMENT CANADA

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**List of Annexes to the Resulting Contract:**

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Security Requirements Check List
Annex D	Point Rated Security Requirements
Annex E	Service Level Agreement

**Forms:**

- Form 1 - Bid Submission Form
- Form 2 - Substantiation of Technical Compliance Form
- Form 3 - Federal Contractors Program for Employment Equity - Certification
- Form 4 - Electronic Payment Instruments

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# **BID SOLICITATION** **HOSTING SERVICES FOR GCSURPLUS APPLICATION** **FOR** **PUBLIC SERVICES AND PROCUREMENT CANADA**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1** General Information: provides a general description of the requirement;
- Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3** Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4** Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5** Certifications: includes the certifications to be provided;
- Part 6** Security 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 and any other annexes.

### **1.2 Summary**

- (a) This bid solicitation is being issued to satisfy the requirement of Public Services and Procurement Canada (the "**Client**") for hosting services of the GCSurplus application. It is intended to result in the award of a contract for three years, plus 3 one-year irrevocable options allowing Canada to extend the term of the contract.
- (b) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organizational security screening or security clauses, Bidders should refer to the Industrial and Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (c) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA),

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the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) if it is in force, and the Canadian Free Trade Agreement (CFTA).

- (d) The Federal Contractors Program (FCP) for employment equity applies to this procurement: see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the form titled "Federal Contractors Program for Employment Equity - Certification".
- (e) This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation for bid submission. Bidders must refer to Part 2 of the bid solicitation entitled Instructions to bidders for further information.
- (f) Debriefings
- (g) Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- (b) Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- (c) The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (d) " Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:
  - (i) Delete: 60 days
  - (ii) Insert: 180 days
- (e) The 2003 standard instructions is amended as follows:
  - (i) Section 5, entitled Submission of bids, is amended as follows:
    - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
    - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
    - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
  - (ii) Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
  - (iii) Section 07, entitled Delayed bids, is amended as follows:



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- Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."

- (iv) Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

"Transmission by facsimile or by epost Connect

1. Facsimile

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
  - i. receipt of garbled or incomplete bid;
  - ii. availability or condition of the receiving facsimile equipment;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid; or
  - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

2. ePost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
- b. To submit a bid using epost Connect service, the Bidder must either:
  - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation

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which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.

- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
  - i. receipt of a garbled or incomplete bid;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

## 2.2 Submission of Bids

- (a) Bids must be submitted only to Public Works and Government Services Canada PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

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## 2.3 Former Public Servant

- (a) Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### (b) Definitions

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

- (i) An individual
- (ii) An individual who has incorporated
- (iii) A partnership made of former public servants, or
- (iv) A sole proprietorship or entity where the affected individual has a controlling major interest in the entity

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

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

### (c) Former Public Servant in Receipt of a pension

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

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

- (i) Name of former public servant
- (ii) Date of termination of employment or retirement from the Public Service.

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

(d) **Work force Adjustment Directive**

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

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

- (i) Name of former public servant
- (ii) Conditions of the lump sum payment incentive;
- (iii) Date of termination of employment;
- (iv) Amount of lump sum payment;
- (v) Rate of pay on which lump sum payment is based;
- (vi) Period of lump sum payment including start date, end date and number of weeks;
- (vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

## 2.4 Enquiries - Bid Solicitation

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

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

**Note to Bidders:** Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the

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Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

## 2.6 Improvement of Requirement During Solicitation Period

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- (a) If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II; Financial Bid

Section II: Certifications

Section IV: Additional Information

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

- (b) If the Bidder chooses to submit its bid in hard copies, Canada requests that Bidders provide their bid in separately bound sections as follows:
- (i) Section I: Technical Bid (2 hard copies and 2 soft copies on USB key)
  - (ii) Section II: Financial Bid (2 hard copies and 2 soft copies on USB key)
  - (iii) Section III: Certifications (2 hard copies and 2 soft copies on USB key)
  - (iv) Section IV: Additional Information (2 hard copies and 2 soft copies on USB key)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

- (c) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - (ii) use a numbering system that corresponds to the bid solicitation;
- (d) **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
  - (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.
- (e) Submission of Multiple Bids:
  - (i) A Bidder, including related entities, will be permitted to participate in the submission of:
    - (A) one bid by the Bidder on its own and one bid from a related entity to the Bidder submitted in a joint venture that includes at least one party that is not related to the Bidder;
    - (B) two bids submitted in joint venture, each of which contains one or more related entities, where at least one of the joint ventures includes at least one party that is not a related entity to the Bidder; or
    - (C) two bids, each of which is from the Bidder and a related entity to the Bidder on its own.
  - (ii) The submission of multiple bids, except as set out in (i), is not permitted in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (not in accordance with (i)), Canada will provide those Bidders with 2 working days to identify the bids to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified. If multiple bids are submitted, each bid must be a physically separate document, clearly marked as a separate bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid must be complete.
  - (iii) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be **"related"** to a Bidder 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.
- (f) Joint Venture Experience
  - (i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.  
  
 Example: A Bidder is a joint venture consisting of members L and O. A bid solicitation requires that the Bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint

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venture (consisting of members L and O), the Bidder has previously done the work. This Bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- (ii) A joint venture Bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

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 service, 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 criterion, 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.

- (iii) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A Bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the Bidder demonstrate experience providing resources for a minimum number of 100 billable days, the Bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and Contracts signed by A and B in joint venture, or
- Contracts signed by B and Contracts signed by A and B in joint venture.

That show in total 100 billable days.

- (iv) 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 bid solicitation period.

### 3.2 Section I: Technical Bid

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



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bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

(c) The technical bid consists of the following:

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

<b>SECURITY INFORMATION</b>	
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

If the Bidder has not included the security information in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

- (iii) **Substantiation of Technical Compliance:** The technical bid must substantiate the compliance of the Bidder and its proposed Hosting Services with the specific articles of Annex A (Statement of Work), Annex D (Point Rated Security Requirements) and Annexe E (Service Level Agreement) identified in the Substantiation of Technical Compliance Form, 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 Bid will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iv) **Description of the Bidder's Maintenance and Support Services:** The Bidder must include a description of its maintenance and support services for the hosting services,

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which must be consistent with all the requirements described in the Resulting Contract Clauses, including the Statement of Work. At a minimum, the Bidder must describe its:

- (A) Problem reporting and response procedures;
- (B) Escalation procedures;
- (C) On-site support availability; and
- (D) Any enhancements to the basic requirements that the Bidder is offering.

The Bidder may also describe any other information it considers relevant.

### 3.3 Section III: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- (c) **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.
- (d) **Electronic Payment of Invoices – Bid:**
  - (i) If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Form 4 Electronic Payment Instruments, to identify which ones are accepted.
  - (ii) If Form 4 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
  - (iii) Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.
- (e) **Exchange Rate Fluctuation**
  - (i) C3011T (2013-11-06), Exchange Rate Fluctuation

### 3.4 Section IV: Certifications

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

### 3.5 Section V: Additional Information

- (a) **Bidder's Proposed Site(s) or Premises Requiring Safeguarding Measures**

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As indicated in Part 6 under Security Requirements, the Bidder must provide the full address(es) of all the Bidder's and proposed individual(s)' site(s) or premises for which safeguarding measures are required for Work Performance.

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

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

Bidders are requested to indicate this information on their Bid Submission Form.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial, evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Survey:** If Canada wishes to survey the Bidder's facilities, the Bidder must make its facilities available for this purpose within 3 working days of a request by the Contracting Authority.
  - (iii) Despite the written bid, if Canada determines during a survey that the Bidder's proposed hosting services does not meet the mandatory requirements of this bid solicitation, the bid will be declared non-responsive. Canada may, as a result of a survey, reduce the score of the Bidder on any rated requirement, if the survey indicates that the score provided to the Bidder on the basis of its written bid is not validated by the survey. The Bidder's score will not be increased as a result of any survey. If the Bidder's score is reduced by the survey, Canada will reassess the ranking of all bidders.
  - (iv) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - (A) verify any or all information provided by the Bidder in its bid; or
    - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder, must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
  - (v) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Technical Evaluation

- (a) **Mandatory Technical Criteria:**

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- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (ii) Claims in a bid that a future upgrade or release of any of product included in the bid will meet the mandatory requirements of the bid solicitation, where the upgrade or release is not available at bid closing, will not be considered.
- (iii) The mandatory technical criteria are described in Annex A

**(b) Point-Rated Technical Criteria:**

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

### **4.3 Financial Evaluation**

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

- (b) For evaluation purpose, the Total Evaluated Price will be calculated as follows:

The unit price for initial requirement in Table 1 of Annex B multiplied by a quantity of 36; plus  
The unit price of "Option Year 1" in table 2 of Annex B multiplied by a quantity of 12; plus  
The unit price of "Option Year 2" in table 3 of Annex B multiplied by a quantity of 12; plus  
The unit price of "Option Year 3" for in table 4 of Annex B multiplied by a quantity of 12; plus

- (c) The estimated quantities provided herein is for the sole purpose of establishing an evaluation tool and are based on best estimates. They may not reflect actual quantities and do not represent any commitment on the part of Canada.

**(d) Formulae in Pricing Tables**

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

**(e) Evaluation of Price**

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

### **4.4 Basis of Selection**

- (a) To be declared responsive, a bid must:
  - (i) comply with all the requirements of the bid solicitation; and
  - (ii) meet all mandatory criteria; and
  - (iii) obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 175 points.
- (b) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.

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- (c) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- (d) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 60%.
- (e) To establish the pricing score, the overall price score for each responsive bid will be determined as follows: lowest evaluated Bidder's price divided by each responsive Bidder's price, multiplied by the ratio of 40%.
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (g) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of contract.

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

		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Total Bid Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115 \div 135 \times 60 = 51.11$	$89 \div 135 \times 60 = 39.56$	$92 \div 135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45 \div 55 \times 40 = 32.73$	$45 \div 50 \times 40 = 36$	$45 \div 45 \times 40 = 40$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

- (h) 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.
- (i) In situations where two or more bidders achieve the same total combined rating of technical merit and price score, the bidder recommended for award of the contract will be the compliant bidder with the lowest priced bid.

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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with Bid

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

#### (a) Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>) to be given further consideration in the procurement process.

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

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

#### (a) Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website. (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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

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

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

(c) **Payment Card Industry Data Security Standard (PCI-DSS) Compliancy**

Prior to contract award, the Bidder must provide:

- (i) a current year Attestation of Compliance (AOC); or
- (ii) a current compliant Payment Card Industry Data Security Standard Self-Assessment Questionnaire (PCI DSS SAQ), completed by a qualified security assessor (QSA), or through the results of an on-site assessment by a QSA designated by the PCI Council.

(d) **SOC2 – Type 2 Compliance**

Prior to Contract Award, the Bidder must provide their compliance report demonstrating compliance with SOC2 – Type 2.



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## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 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 requirements 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.
  - (iv) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (v) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV, Additional Information.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

- (a) \_\_\_\_\_ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Work in accordance with, and at the prices set out in, the Contract. This includes:
  - (i) providing the hosting services for the GCSurplus application described in the Contract, inclusive of all set-up, data transfer, migration, integration, configuration, hardware, and associated infrastructure and maintenance and support services.
- (b) **Client:** Under the Contract, the "**Client**" is Public Services and Procurement Canada.
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:
  - (i) any reference to a "**deliverable**" or "**deliverables**" includes the Hardware, the license to use the Licensed Software (the Licensed Software itself is not a deliverable, because the Licensed Software is only being licensed under the Contract, not sold or transferred) and the Leased Hardware
  - (ii) "Data" means any information that is collected, obtained, used in, stored, generated, or produced, processed as a result of the use or access of the Hosting Services.

### 7.2 Optional Goods and /or Services

- (a) The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annexe A and D of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- (b) The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 7.3 Standard Clauses and Conditions

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

(a) **General Conditions:**

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

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4008 (2008-12-12), Supplemental General Conditions - Personal Information; apply to and form part of the Contract.

## 7.4 Security Requirement

The following security requirements apply and forms part of the Contract.

(a) **Security clauses**

- (i) The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the Protected A level, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- (ii) The Contractor/ personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CISD/PWGSC.
- (iii) The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED A Level.
- (iv) Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- (v) Contractor/Offeror must comply with the provisions of the:
  1. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  2. *Industrial Security Manual* (Latest Edition).

(b) **Contractor's Site(s) or Premises Requiring Safeguarding Measures**

Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to all the Contractor's and individual(s) site(s) or premises, where safeguarding measures are required in the performance of the Work, for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number  
City, Province, Territory / State

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Postal Code / Zip Code  
Country

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

## 7.5 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 3 year(s) later; and
  - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
- (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional one - 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.
  - (ii) Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## 7.6 Delivery dates

All the deliverables must be received in accordance with the dates identified in the Contract, as applicable.

## 7.7 Authorities

### (a) Contracting Authority

The Contracting Authority for the Contract is:

Name: Moctar Fall  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Sciences and Software Procurement Directorate  
Address: 10 rue Wellington, Gatineau, K1A 0S5  
Telephone: 613-720-9403  
E-mail address: Moctar.Fall@tpsgc-pwgsc.gc.ca

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

### (b) Technical Authority

The Technical Authority for the Contract is:

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

In this person's absence, the Technical Authority is:

Name:  
Title:  
Organization:  
Address:  
Telephone:  
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) **Client Administrative Contact**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Client Administrative Contact must receive the original Invoice. All inquiries for request for payment must be made to the Client Administrative Contact.

(d) **Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.8 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.9 Payment

(a) **Basis of Payment**

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- (i) **Initial and Optional Hosting Services:** For the hosting services in accordance with the Contract, inclusive of all set-up, Data transfer, migration, integration, configuration, hardware, and associated infrastructure and maintenance and support services, Canada will pay the Contractor the firm monthly rates set out in Annex B, (FOB destination), including all customs duties, Applicable Taxes extra.
- (ii) **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.
- (iii) **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

(b) **Limitation of Price**

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

(c) **Electronic Payment of invoices - Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only);
- (vi) Large Value Transfer System (LVTS) (Over \$25M)

**Note to Bidders:** This Article will be deleted if the Bidder did not choose any Electronic Payment Instrument. If the contractor indicated acceptance of Electronic Payment, this clause will be completed with information provided in its bid.

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

- (i) H1008C (2008-05-12), Monthly Payment

(e) **Payment Credits**

- (i) **Credits for unscheduled downtime:** if the Hosting Services experiences unscheduled downtime in any given month, Canada will be entitled to a credit in the following amount:
  - (A) for each additional 30 minutes of unscheduled downtime (or portion thereof) beyond 1 hour, of that month's billing period, the Contractor must pay a credit to Canada in the amount of 5% of the normal total monthly rate up to a total of 25% for each monthly period. This would apply for each episode of unscheduled downtime experienced within each billing cycle month (i.e.: 1 unscheduled downtime episode = 5% credit of normal monthly fees. A second unscheduled downtime episode within the same month, equates to an additional 5% credit of

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normal monthly fees. Unscheduled downtime does not include any such downtime that is outside of the control of the Contractor.

- (ii) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (iii) **Termination for Failure to Meet Availability or Service Levels:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:
  - (A) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
  - (B) the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three-month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.
- (iv) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period, including during implementation.
- (v) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (vi) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (vii) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (viii) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

## 7.10 Invoicing Instructions

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- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide the original of each invoice to the Technical Authority or to an Administrative Authority specified by the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

#### 7.11 Certifications

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

##### Federal Contractors Program for Employment Equity - Default by Contractor

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

#### 7.12 Federal Contractors Program for Employment Equity - Default by Contractor

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

#### 7.13 Applicable Laws

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

#### 7.14 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 Manual clauses incorporated by reference in these Articles of Agreement;
- (b) supplemental general conditions, in the following order:



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- (i) 4008; Personal information
- (c) general conditions 2035 (2016-04-04) - General Conditions – Higher Complexity – Services
- (d) Annex A, Statement of Work ;
- (e) Annex B, Basis of Payment
- (f) Annex C , Security Requirements Check List;
- (g) Annex D, Pointed Rated Security Requirements
- (h) the Contractor's bid dated \_\_\_\_\_ 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.

#### **7.15 Foreign Nationals (Canadian Contractor)**

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

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

#### **7.16 Foreign Nationals (Foreign Contractor)**

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

#### **7.17 Insurance Requirements**

- (a) SACC Manual clause G1005C (2016-01-28) Insurance Requirements – No specific Requirement

#### **7.18 Limitation of Liability – Information Management/ Information Technology**

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

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- (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
  - (B) physical injury, including death.
- (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
- (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - (B) any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated by Canada either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1M.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1M, whichever is more.
- (vi) If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- (c) Third Party Claims:
  - (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.

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

#### 7.19 Joint Venture Contractor

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

#### 7.20 Improvements to the Hosting Services

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- (a) **Improvements to the Hosting Services:** The Contractor agrees to advise the Technical Authority of all improvements that affect the Hosting Services, including technological, administrative, commercial or other types of improvements. The Contractor agrees to offer all improvements it is offering to any other customer as part of its standard services at no additional charge to Canada. Any other improvements must only be provided following approval in writing by the Contracting Authority. The price of these other service improvements will be negotiated on a case-by-case basis. These improvements may include, among other things, discounts resulting from aggregating certain services or discounted pricing for additional capacity.

#### **7.21 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.

#### **7.22 Reporting Requirements**

- (a) The Contractor must provide all requested reports on time and in accordance with the Statement of Work to the Contracting Authority.

#### **7.23 Canada's Right to Audit**

Canada may audit, or nominate at its discretion a 3rd party to audit the provider's records relating to its performance under this contract, including but not limited to security provisions of the facility, server backups and backup related processes, access to logs / reports, as well as a physical visit to the facility for inspection if required.

#### **7.24 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.

#### **7.25 Canada's Right to Access Data**

The contractor must transfer, using a secure mechanism approved by Canada, all Data and metadata (web content, analytics) in an available, machine-readable and usable form acceptable to Canada at no additional cost within 30 calendar days of a request or such longer period as the parties may agree. The data and metadata will be considered received upon signoff by the Project Authority. The sign-off will certify that the data and metadata that has been received is available, machine-readable and usable by Canada.

#### **7.26 Transition Services at End of Contract Period**

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The Contractor agrees that, in the period leading up to the end of the Contract Period, 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 charge for these services.

## **7.27 Termination for Convenience**

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

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of
  - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
  - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## **7.28 Identification Protocol Responsibilities**

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

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as Contractor Representatives prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the

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recurrence of the problem. The Contractor will have 5 working days to deliver the action plan to the Client and the Contracting Authority, and 20 working days to rectify the underlying problem.

- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

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## ANNEX A

### STATEMENT OF WORK

#### HOSTING SERVICES FOR GCSURPLUS APPLICATION

#### 1. BACKGROUND

GCSurplus (GCS), of Public Works and Government Services Canada, is the Federal Government organization responsible for the sale, distribution, disposal and re-use of Canadian Federal surplus goods. GCS also sells or disposes court forfeited seized goods on behalf of several Federal and Provincial Law Enforcement agencies.

GCSurplus' web site is the first step to marketing and publishing items for sale to Canadians, where the majority of items have a description and one or more photos. This site is continually growing and is attracting over 100,000 visitors per month, and upward towards 1.5 million visitors per year.

Similar to various popular Online Auction Sites, GCS provides the option for visitors to register in order to receive e-mail notifications when items of interest are for sale. Additionally, a search engine is available for users to find items by specific criteria, such as by region or commodity group.

Presently, GCS offers a closed bidding system, where user bids are kept confidential - only the winning bid is revealed once the time allotted for bidding has closed. GCS also has a Shipping Module, whereby winning bidders can choose to ship their products via an online tool supplied as part of the GCS site.

Future transformation efforts, such as an open bidding system for example, will have an impact on web site usage and traffic. Additional future transformation efforts and system betterments may also lead to increased traffic and system load over the contract period.

#### 2. SCOPE

The Contractor must provide a fully managed Web Hosting environment with a minimum of (4) Dedicated Servers, inclusive of all set-up, data transfer, migration, integration, configuration, hardware, and associated infrastructure and maintenance and support services.

#### 3. MANDATORY TECHNICAL REQUIREMENT

The Contractor must provide (4) dedicated website/application hosting servers using current industry standard hardware and software (web and database), current load balance technology, and SAN using current server technologies which would provide as a minimum a 99.9% availability and uptime guarantee.

Area	Item	Mandatory requirement
Hardware	<b>Each server must meet or exceed the following requirements:</b>	
	<b>M1</b>	a minimum 2.8GHZ with 4 physical cores with a minimum 64GB of RAM; One server must have a minimum of 128GB RAM to be the main database server.
	<b>M2</b>	a minimum storage capacity of 3TB for client accessible / usable space (12TB total for all 4 servers)

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	<b>M3</b>	a minimum of RAID 5 storage redundancy
	<b>M4</b>	capability for expandable RAM, storage capacity, and processing power
	<b>M5</b>	capability to operate a minimum of 2 virtual machines (VM's) simultaneously
<b>Software Patching</b>	<b>M6</b>	have Microsoft Windows Server 2016 or higher;
	<b>M7</b>	have Microsoft SQL Server 2017 Standard or higher
	<b>The Contractor must:</b>	
	<b>M8</b>	have the ability to provide software patches for the Hosting Services to accommodate, at a minimum, third-party applications such as Adobe ColdFusion, TomCat, Java, etc.
	<b>M9</b>	provide a trouble ticketing system for the Hosting Services, meeting the required Service Level Agreement.
<b>Facility</b>	<b>The Contractor' facility for the Hosting Services must:</b>	
	<b>M10</b>	be equipped with at least (1) form of entrance security verification, which contains a server room equipped with at least (3) unique (concurrent) entrance security verifications. The Contractor must track and record all entrance security verification activities. The audit logs for these records must be stored for a minimum 1-year period and be provided to Canada upon request. Security verification methods must be one of the 5 methods listed below:  - Key Lock - Pin Code Access - Secure Access Card - Iris Scan - Finger Print Scan
	<b>M11</b>	have an Uninterruptible Power System (UPS) to ensure constant power supply to all servers, to ensure a 99.9% uptime of the Hosting Services.
	<b>M12</b>	be a temperature controlled facility equipped with a fire suppression system.
<b>Network</b>	<b>The Contractor must:</b>	
	<b>M13</b>	provide unlimited, full remote access to all servers using dual authentication methodology
	<b>M14</b>	provide Domain Name Services.
	<b>M15</b>	provide a minimum of 5 IP addresses, with the capacity to expand to at least a total of 10 IP addresses.
	<b>M16</b>	provide SMTP relay, capable of sending approximate 2000-3000 e-mail notifications daily to clients
	<b>M17</b>	provide full VPN Setup and access to all Hosting Services servers, with minimum 5 concurrent connections per server. (VPN services are anticipated for programming and administrative use)
	<b>M18</b>	provide an intrusion prevention system that is compatible and interoperable with, at a minimum, Cisco ASA Firewall



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<b>PCI Compliance</b>	<b>M19</b>	be a service provider as described by the Payment Card Industry (PCI) Council and must comply, at a minimum, with applicable sections of the most current version of the Payment Card Industry Data Security Standard (PCI DSS), as amended from time to time.
<b>SOC2 – Type 2 Compliance</b>	<b>M20</b>	be SOC2 (Type 2) compliant.

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<b>CONTRACT DELIVERABLES:</b>	
Deliverables described must be met and delivered on an ongoing basis throughout the Contract Period.	
<b>Software Patch</b>	<p>Continuous provision and installation (for duration of contract), of up to date Software/Hardware Patches / Hotfixes and Service Packs of all provided services (software/Hardware), including:</p> <ul style="list-style-type: none"> <li>- all server operating systems and server security software</li> <li>- all vendor provided server applications</li> </ul>
<b>Security Access</b>	<p>Provide file monitoring capabilities on the servers which enables detection of any new or modified files in specified directories or systems (file-integrity monitoring).</p> <p>Provide the setup and management of redundant Cisco ASA firewalls with "Intrusion Prevention System" modules, which would include as a minimum:</p> <ul style="list-style-type: none"> <li>- Initial setup and configuration;</li> <li>- Ongoing monitoring and support;</li> <li>- Maintenance;</li> <li>- Online reporting.</li> </ul>
<b>Network</b>	<p>Provision of unlimited monthly internet Data usage (no Data cap)</p> <p>Provide at a minimum, a multi-homed 100Mbps internet backbone and internet connection redundancy, with a minimum of 75Mbps of sustained bandwidth throughput capability.</p>
<b>Reporting</b>	Provision of real-time statistical usage reports available through a client control panel via the Internet, which would include standard web site statistics such as server utilization, firewall statistics, traffic information, etc.
<b>Audit</b>	<p>Provide accurate and complete records and accounts pertaining to the performance standards of the services provided. Upon no less than seven (7) days' written notice, and no more than thrice per calendar year,</p> <p>Canada may audit, or nominate at its discretion a 3rd party to audit the provider's records relating to its performance under this contract, including but not limited to security provisions of the facility, server backups and backup related processes, access to logs / reports, as well as a physical visit to the facility for inspection if required.</p>
<b>Service</b>	Provide 24 x 7 monitoring and technical customer support which includes a 30-minute response time to client requests and immediate notification of system delays, failures, maintenance and scheduled updates.

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	<p>Provide the setup and management of Backup services, which would include as a minimum:</p> <ul style="list-style-type: none"> <li>- 1 full with 6 incremental encrypted backups per week on all servers</li> <li>- Full, encrypted backups need to be stored off site on a weekly basis</li> <li>- 3 TB backup capacity per server;</li> <li>- Backup available for a least 7 days;</li> <li>- Inclusions of 2 restores per year per server, when or if required;</li> </ul>
	99.9% network/server uptime guarantee
	Ensure restoration of service or working with GCSurplus to reach resolution on any issues within 1 hour of problem identification or such time as agreed by both Parties.
<b>Facility</b>	The Contractor must track and record all entrance security verification activities. The audit logs for these records must be stored for a 1-year period and provide a copy to Canada upon request.
<b>IT Security Topology Diagram</b>	Any changes to topology must be provided, as updated to Canada (if applicable)
<b>Security Compliance</b>	<p><b>PCI-DSS compliancy:</b></p> <p>The Contractor must be a service provider as described by the Payment Card Industry (PCI) Council and must comply, at a minimum, with applicable sections of the most current version of the Payment Card Industry Data Security Standard (PCI DSS), as amended from time to time.</p> <p>The contractor must provide evidence of full annual PCI Compliancy audit, when required, either through the results of a Self-Assessment Questionnaire (SAQ), or through the results of an on-site assessment by a qualified security assessor (QSA) designated by the PCI Council. Compliance evidence must pertain specifically to any and all services the Contractor supplies to GCSurplus, including but not limited to sections pertinent to the security of the facility in which the servers are housed, and to the security of the operating software loaded on the servers of which the Contractor is responsible.</p> <p><b>SOC2 (Type 2) Compliancy;</b></p> <p>SOC2 (Type 2) - Provision of a SOC2 Type 2 report showing compliance to the international standard annually, as requested by Canada</p>

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## ANNEX B

### BASIS OF PAYMENT

Table 1: Initial Contract Period (36 months)				
Requirement Description	Firm Monthly Price all inclusive		Number of months	Extended Price
<b>Hosting Services:</b> For the hosting services in accordance with the Contract, inclusive of all set-up, data transfer, migration, integration, configuration, hardware, and associated infrastructure and maintenance and support services	\$		36	\$
<b>SUB-TOTAL:</b>				\$

Table 2: OPTIONAL DELIVERABLES				
Requirement Description :	Firm Monthly Price all inclusive		Number of months	Extended Price
<b>Option Year 1 for Hosting Services:</b> For the hosting services in accordance with the Contract, inclusive of all set-up, data transfer, migration, integration, configuration, hardware, and associated infrastructure and maintenance and support services	\$		12	\$
<b>Option Year 2 for Hosting Services:</b> For the hosting services in accordance with the Contract, inclusive of all set-up, data transfer, migration,	\$			\$

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integration, configuration, hardware, and associated infrastructure and maintenance and support services			12	
<b>Option Year 3 for Hosting Services:</b> For the hosting services in accordance with the Contract, inclusive of all set-up, data transfer, migration, integration, configuration, hardware, and associated infrastructure and maintenance and support services	\$		12	\$
SUB-TOTAL				\$

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Contract Number / Numéro du contrat

En578-151529

Security Classification / Classification de sécurité  
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

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



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Gouvernement du Canada

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

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

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes  
Non Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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



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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non ☐ Yes  
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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## ANNEX D

### Point Rated Security Requirements

<b>Point-Rated Security Criteria</b>	
Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the table and scales below. Each point-rated criterion should be addressed separately. For each Criterion, scores will be distributed as follows:	
0 points	Not Addressed - Bidder's information submitted was not relevant to the criterion or failed to submit response.
1-5 points	Minimally Addressed – The bid demonstrates little understanding of the solicitation requirements and the proposed approach does not address important factors. Proposed approach has significant weaknesses and is not likely to meet solicitation requirements and does not demonstrate technical value to Canada. Bid poses a perceived large residual risk* to Canada.
6-10 points	Partially Addressed – The bid demonstrates some understanding of the solicitation requirements and the proposed approach addresses some important factors. Proposed approach has weaknesses and is not likely to meet solicitation requirements or be effective and does not demonstrate good technical value to Canada. Bid poses a perceived medium residual risk* to Canada.
11-15 points	Satisfactorily Addressed – The bid demonstrates adequate understanding of the solicitation requirements and the proposed approach addresses most factors. Proposed approach has minor weaknesses and is likely to meet solicitation requirements and provides good technical value to Canada. Bid poses a perceived medium-low residual risk to Canada.
16-20 points	Very Well Addressed – The bid demonstrates a very good understanding of the solicitation requirements and the proposed approach addresses all important factors. Proposed approach has no significant weaknesses, is likely to meet solicitation requirements, and is likely to be effective, yield very good results and provides very good technical value to Canada. Bid poses a perceived low residual risk to Canada.
21-25 points	Excellent Addressed – The bid demonstrates an excellent understanding of the solicitation requirements and the proposed approach addresses all important factors. Proposed approach has no apparent weaknesses, is likely to meet solicitation requirements, and is likely to be effective, yield excellent results and provides excellent technical value to Canada. Bid poses very little or no apparent residual risk to Canada.

<b>Rated Criteria</b>		<b>Bid Submission requirements</b>	<b>Evaluation Criteria</b>
<b>RC1</b>	IT Security Policies and Procedures (Controls)	The Bidder should demonstrate its ability to comply with the IT security requirements by maintaining policies and procedures that support IT security throughout the Contract by providing evidence of any existing policies and	Canada will evaluate the degree to which the Bidder's response demonstrates thoroughness and effectiveness in achieving the level of security represented by the security control families described in ITSG-33.

		<p>procedures that support the security control families described in ITSG-33.</p> <p>The Bidder should describe how its policies and procedures align to the security control families by providing the following information on current policies and procedures:</p> <ul style="list-style-type: none"> <li>(a) name of policy and/or procedure</li> <li>(b) its purpose</li> <li>(c) its scope</li> <li>(d) the roles and responsibilities that are described within the policy and/or procedure</li> <li>(e) how it ensures coordination among organizational entities</li> <li>(f) how it ensures compliance within the organization</li> </ul> <p>Note: The Bidder should provide sufficient detail with regard to its policies and procedures in order for Canada to evaluate this response in full</p>	<p>Canada will evaluate the degree to which the Bidder's response demonstrates effective policy and procedural support for IT Security including technical, operational and maintenance security areas, including the Bidder's anticipated subcontractors where appropriate.</p>
<b>RC2</b>	IT Security Topology Diagram	<p>The Bidder should provide an IT architecture and security topology diagram which should include the following components (where applicable):</p> <ul style="list-style-type: none"> <li>i. interfaces - separate bullet for each category</li> <li>ii. web / network integration</li> <li>iii. applications</li> <li>iv. databases</li> <li>v. security devices</li> <li>vi. system management</li> <li>vii. backup infrastructure</li> </ul>	<p>Canada will evaluate the degree to which the Bidder's IT security topology diagram demonstrates that the overall design provides a secure environment.</p>

<b>RC3</b>	Data Segregation	<p>The Bidder should provide its proposed approach to data segregation, that should include:</p> <ul style="list-style-type: none"> <li>i. information network design documentation;</li> <li>ii. information network architecture; and</li> <li>iii. process and procedures to support data segregation .</li> </ul>	<p>Canada will evaluate the degree to which the Bidder demonstrates that its proposed approach to data segregation:</p> <ul style="list-style-type: none"> <li>(a) provides logical or physical data segregation management</li> <li>(b) provides a breadth of data segregation for Canada's data throughout all aspects of the system's functionalities and system administration.</li> </ul>
<b>RC4</b>	Disposal and Sanitization	<p>The Bidder should provide its proposed approach to the disposal and sanitization of Canada's data, including:</p> <ul style="list-style-type: none"> <li>i. the process it plans to follow when the system is no longer required and is being decommissioned;</li> <li>ii. system disposal processes and procedures (sanitation or destruction methodology);</li> <li>iii. a plan for destruction of duplicate records that may be stored in a records management system or backups</li> </ul>	<p>Canada will evaluate the degree to which the Bidder demonstrates that it's proposed approach to the disposal and sanitization of Canada's data meets, or effectively mitigates the risk where it does not meet, the requirements for disposal and sanitization of data. Canada will evaluate the degree of the strengths, weaknesses and risks of the proposed approach.</p>

<b>RC5</b>	Continuous Monitoring Service	<p>The bidder should provide its proposed approach to continuous monitoring of and include the following components:</p> <ul style="list-style-type: none"><li>i. The strategy for continuous monitoring</li><li>ii. Established measures, metrics, and status monitoring and control assessments frequencies;</li><li>iii. Details of data collection and its reporting aspects;</li><li>iv. Analysis methods of the data gathered and Report findings accompanied by recommendations;</li><li>v. Response mechanisms to assessment findings to include making decisions to either mitigate technical, management and operational vulnerabilities; or accept the risk; or transfer it to another authority; and</li><li>vi. Review and update cycles to support continuous improvement and maturing measurement capabilities.</li></ul>	Canada will evaluate the degree to which the Bidder demonstrates its proposed approach to continuous monitoring of its systems works as per the requirement on Continuous Monitoring Service
<b>RC6</b>	Industry IT Security Certification	<p>The Bidder should provide proof of its security certification(s) and applicable audit standards for its proposed solution in the form of a copy of a valid certificate or audit standard and describe how the certification or audit standard was assessed and obtained (e.g.: 3rd party, self-assessment) for each IT Security certification and audit standard held, such as:</p> <ul style="list-style-type: none"><li>i. COBIT</li><li>ii. ISO 27002</li><li>iii. PIPEDA</li><li>iv. CMM</li><li>v. OTHERS</li></ul> <p>The Bidder should also stipulate if the certification or audit standard applies to the whole solution or to a specified portion of their solution.</p>	<p>Canada will evaluate the degree to which the Bidder demonstrates:</p> <ul style="list-style-type: none"><li>(a) the relevancy of the role of the member of the Bidder's team (e.g. Joint-Venture member, subcontractor) who holds the certification;</li><li>(b) rigor in how the certifications were obtained; and</li><li>(c) the relevancy of the Bidder's certifications to this solicitation.</li></ul>

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<b>RC7</b>	Identity, Credential and Access Management	The Bidder should provide details on its proposed solution's Identity, Credential and Access Management level of assurance capabilities with respect to TBS Standard on Identity and Credential Assurance. The Bidder should identify the level of assurance and demonstrate how it meets the requirements of that level.	Canada will evaluate the degree to which the Bidder demonstrates its solution aligns with the identity and credential assurance requirements.
<b>Note</b>	<p>Maximum awarded points possible = 175.</p> <p><b>MANDATORY:</b> A minimum of 70 points must be reached for contract award to be considered.</p>		

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## ANNEX E

### SERVICE LEVEL AGREEMENT (SLA)

<b>Reference #</b>	The Contractor's SLA must, at a minimum, meet the following:
<b>SLA</b>	
1	99.9% network/server uptime guarantee
2	30 minute initial response guarantee from help desk
3	Ensure restoration of service or working with GCSurplus to reach resolution on any issues within 1 hour of problem identification or such time as agreed by both Parties
4	Canada has the option of terminating the remainder of the contract if the service provider does not meet the 99.9% guarantee within any 120 day period during the contract (not aligned to any particular billing cycle)
5	Canada has the option of terminating the remainder of the contract if the service provider cannot continuously meet the requirements set out within the statement of work (scope, technical requirements and specifications, mandatory compliancy's)

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## BIDDER FORMS

BID SUBMISSION FORM 1	
<b>Bidder's full legal name</b>  <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name:
	Title:
	Address:
	Telephone #:
	Fax #:
	Email:
<b>Bidder's Procurement Business Number (PBN)</b>  <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>	
<b>Jurisdiction of Contract:</b>  Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation entitled "Former Public Servant" for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?  Yes ____ No ____  If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "

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BID SUBMISSION FORM 1	
	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the terms of the Work Force Adjustment Directive?</p> <p>Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant "</p>
<p><b>Security Clearance Level of Bidder</b></p> <p><b>[include both the level and the date it was granted]</b></p> <p><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>	
<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"> <li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>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.</li> </ol>	
<p><b>Signature of Authorized Representative of Bidder</b></p>	<p>_____</p>



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Form 2 Substantiation of Technical Compliance Form			
Article of Statement of Work that requires substantiation by the Bidder	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid	
M1 a minimum 2.8GHZ with 4 physical cores with a minimum 64GB of RAM; One server must have a minimum of 128GB RAM to be the main database server.			
M2 a minimum storage capacity of 3TB for client accessible / usable space (12TB total for all 4 servers)			
M3 a minimum of RAID 5 storage redundancy			
M4 capability for expandable RAM, storage capacity, and processing power			
M5 capability to operate a minimum of 2 virtual machines (VM's) simultaneously			
M6 have Microsoft Windows Server 2016 or higher;			
M7 have Microsoft SQL Server 2017 Standard or higher			
M8 The Contractor must have the ability to provide software patches for the Hosted Service to accommodate, at a minimum, third-party applications such as Adobe ColdFusion, TomCat, Java, etc.			
M9 The Contractor must provide a trouble ticketing system for the Hosting Services, meeting the Service Level Agreement. To allow for tracking, ticketing, and follow-up			

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M10	<p>The Contractor' facility for the Hosting Services must be equipped with at least (1) form of entrance security verification, which contains a server room equipped with at least (3) unique (concurrent) entrance security verifications. The Contractor must track and record all entrance security verification activities. The audit logs for these records must be stored for a 1-year period and provide a copy to Canada upon request. Security verification methods must be one of the 5 methods listed below:</p> <ul style="list-style-type: none"> <li>- Key Lock</li> <li>- Pin Code Access</li> <li>- Secure Access Card</li> <li>- Iris Scan</li> <li>- Finger Print Scan</li> </ul>		
M11	an Uninterruptible Power System (UPS) to ensure constant power supply to all servers, to ensure a 99.9% uptime of the Hosted Service .		
M12	a temperature controlled facility equipped with a fire suppression system.		
M13	The Contractor must provide unlimited, full remote access to all servers using dual authentication methodology		
M14	The Contractor must provide Domain Name Services.		
M15	The Contractor must provide a minimum of 5 IP addresses, with the capacity to expand to at least a total of 10 IP addresses.		

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M16	SMTP relay, capable of sending approximate 2000-3000 e-mail notifications daily to clients		
M17	full VPN Setup and access to all Hosting Services servers, with minimum 5 concurrent connections per server. (VPN services are anticipated for programming and administrative use)		
M18	Must provide an intrusion prevention system that is compatible and interoperable with, at a minimum, Cisco ASA Firewall		
M19	The Contractor must be SOC2 (Type 2) compliant.		
M20	The Contractor must be SOC2 (Type 2) compliant.		
RC1	<p>The Bidder should demonstrate its ability to comply with the IT security requirements by maintaining policies and procedures that support IT security throughout the Contract by providing evidence of any existing policies and procedures that support the security control families described in ITSG-33.</p> <p>The Bidder should describe how its policies and procedures align to the security control families by providing the following information on current policies and procedures:</p> <p>(a) name of policy and/or procedure (b) its purpose (c) its scope</p>		

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	<p>(d) the roles and responsibilities that are described within the policy and/or procedure</p> <p>(e) how it ensures coordination among organizational entities</p> <p>(f) how it ensures compliance within the organization</p> <p>Note: The Bidder should provide sufficient detail with regard to its policies and procedures in order for Canada to evaluate this response in full</p>		
RC2	<p>The Bidder should provide an IT architecture and security topology diagram which should include the following components (where applicable):</p> <ul style="list-style-type: none"> <li>viii. interfaces - separate bullet for each category</li> <li>ix. web / network integration</li> <li>x. applications</li> <li>xi. databases</li> <li>xii. security devices</li> <li>xiii. system management</li> </ul> <p>backup infrastructure</p>		
RC3	<p>The Bidder should provide its proposed approach to data segregation, that should include:</p> <ul style="list-style-type: none"> <li>iii. information network design documentation;</li> <li>iv. information network architecture; and</li> <li>iii. process and procedures to support data segregation .</li> </ul>		

RC4	<p>The Bidder should provide its proposed approach to the disposal and sanitization of Canada's data, including:</p> <ul style="list-style-type: none"> <li>i. the process it plans to follow when the system is no longer required and is being decommissioned;</li> <li>ii. system disposal processes and procedures (sanitation or destruction methodology);</li> <li>iii. a plan for destruction of duplicate records that may be stored in a records management system or backups</li> </ul>		
RC5	<p>The bidder should provide its proposed approach to continuous monitoring of and include the following components:</p> <ul style="list-style-type: none"> <li>i. The strategy for continuous monitoring</li> <li>ii. Established measures, metrics, and status monitoring and control assessments frequencies;</li> <li>iii. Details of data collection and its reporting aspects;</li> <li>iv. Analysis methods of the data gathered and Report findings accompanied by recommendations;</li> <li>v. Response mechanisms to assessment findings to include making decisions to either mitigate technical, management and operational vulnerabilities; or accept the risk; or transfer it to another authority; and</li> <li>vi. Review and update cycles to support continuous improvement and maturing measurement capabilities.</li> </ul>		
RC6			

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	<p>The Bidder should provide proof of its security certification(s) and applicable audit standards for its proposed solution in the form of a copy of a valid certificate or audit standard and describe how the certification or audit standard was assessed and obtained (e.g.: 3rd party, self-assessment) for each IT Security certification and audit standard held, such as:</p> <ul style="list-style-type: none"> <li>i. COBIT</li> <li>ii. ISO 27002</li> <li>iii. PIPEDA</li> <li>iv. CMM</li> <li>v. OTHERS...</li> </ul> <p>The Bidder should also stipulate if the certification or audit standard applies to the whole solution or to a specified portion of their solution.</p>		
RC7	<p>The Bidder should provide details on its proposed solution's Identity, Credential and Access Management level of assurance capabilities with respect to TBS Standard on Identity and Credential Assurance. The Bidder should identify the level of assurance and demonstrate how it meets the requirements of that level.</p>		
1	99.9% network/server uptime guarantee		
2	30 minute initial response guarantee from help desk		
3	Ensure restoration of service or working with GCSurplus to reach resolution on any issues		

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	within 1 hour of problem identification or such time as agreed by both Parties		
4	Canada has the option of terminating the remainder of the contract if the service provider does not meet the 99.9% guarantee within any 120 day period during the contract (not aligned to any particular billing cycle)		
5	Canada has the option of terminating the remainder of the contract if the service provider cannot continuously meet the requirements set out within the statement of work (scope, technical requirements and specifications, mandatory compliancy's)		

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### Form 3

## FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

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

B. Check only one of the following:

- ☐ B1 The Bidder is not a Joint Venture.

OR

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



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#### **Form 4**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only);
- ( ) Large Value Transfer System (LVTS) (Over \$25M)