



Request for Proposal: ISED189200

SEND BIDS TO:

Innovation, Science and Economic
Development Canada
Contracts & Materiel Management
235 Queen Street
Bid Receiving Area,
Mail Scanning, Room S-143, Level S1
Ottawa, ON
K1A 0H5
Attention: Chantal Lafleur

REQUEST FOR PROPOSAL

**Proposal to: Innovation, Science
and Economic Development
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
hereof.

Issuing Office:

Innovation, Science and Economic
Development Canada
Contracts & Materiel Management
235 Queen Street
Ottawa, ON
K1A 0H5

Title Infrastructure Hosting Services for the 600 MHz Auction	
Solicitation N° ISED189200	Date July 9, 2018
Solicitation Closes At 2:00 PM on July 30, 2018	Time Zone Eastern Daylight Saving Time (EDT)
F.O.B. Destination	
Address inquiries to: Chantal Lafleur	
Telephone N° 613-608-5865	Email address chantal.lafleur2@canada.ca
Destination – of Goods, Services or Construction See Herein	

Instructions: See Herein

Comments:
This document contains a Security Requirement

Delivery Required: See Herein	
Bidder's Name and address	
Name and title of person authorized to sign on behalf of the Bidder (type or print)	
Signature:	Date:



Request for Proposal (RFP)

For the provision of

**Infrastructure Hosting Services for
the 600 MHz Auction**

for

**Innovation, Science and Economic Development
Canada**



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement
4. Legal Capacity
5. Debriefing

PART 2 - INSTRUCTIONS TO BIDDERS

1. Glossary of Terms
2. General Conditions
3. Submission of Bids
4. Notice to bidders
5. Communications - Solicitation Period
6. Applicable Laws
7. Rights of Canada
8. Price Support
9. Bid Costs
10. Conduct of Evaluation
11. Conflict of Interest – Unfair Advantage
12. Entire Requirement

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required with the Bid

PART 6 – SECURITY REQUIREMENTS

1. Security Requirements

PART 7 - RESULTING CONTRACT CLAUSES

1. General Conditions
2. Security Requirements
3. Statement of Work
4. Term of Contract
5. Authorities
6. Certifications - Compliance
7. Applicable Laws
8. Priority of Documents

List of Attachments:

- Attachment 1 to Part 3, Pricing Schedule
- Attachment 1 to Part 4, Evaluation Criteria



Request for Proposal: ISED189200

Attachment 1 to Part 5, Certifications Required with the Bid
Attachment 1 to Part 6, Attestation Form
Attachment 1 to Appendix A, Confidentiality Agreement
Attachment 1 to Appendix C, Security Requirements for Suppliers

List of Appendices:

Appendix A, Statement of Work
Appendix B, Terms of Payment
Appendix C, Security Requirements Check List (SRCL) & Security Guide



PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Proposal (RFP) (also referred to herein as the “bid solicitation” is divided into seven parts plus attachments and appendices, as follows:

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

The Appendices include the Statement of Work, the Terms of Payment, Security Requirements and the Security Requirements Checklist.

2. Summary

Innovation, Science and Economic Development Canada (ISED) is soliciting bids (also referred to as “proposals”) for the services of a Contractor to provide Infrastructure Hosting Services for the 600 MHz Auction as defined in Appendix “A”, Statement of Work (the “Work”), for a period commencing from date of Contract award to June 30, 2019.

3. Security Requirement

There is a security requirement associated with this requirement. For additional information, consult Part 6 – Security Requirements, and Part 7 – Resulting Contract Clauses.

4. Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if required by the Contracting Authority, a statement and any requested supporting documentation including the laws under which it is registered or incorporated together with the registered or corporate name and place of business. These requirements also apply to bidders submitting a bid as a joint venture.

Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform the Work. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

Definition of Joint Venture

Association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement and to perform the Work.

5. Debriefings

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



PART 2 – INSTRUCTIONS TO BIDDERS

1. Glossary of Terms

TERM	DEFINITION / MEANING
RFP	Request for Proposal
ISED	Innovation, Science and Economic Development Canada or the Department
Mandatory requirements	Whenever the words “shall”, “must”, “will” and “mandatory” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement. Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will not be considered further.
Should	The word “should” means an action that is preferred but not mandatory.
Minister	The Minister of Innovation, Science and Economic Development.
Canada	“means Her Majesty the Queen in right of Canada as represented by the Minister of ISED and any other person duly authorized to act on behalf of that Minister”.

2. General Conditions

The general conditions as set out in Innovation, Science and Economic Development Canada's General Conditions of a Service Contract will form part of and shall be incorporated into the resulting contract. This document is available at the following website: <http://www.ic.gc.ca/generalconditions-services>.

3. Submission of Bids

3.1 Bids must be submitted only to ISED's Bid Receiving Area by the date, time and place indicated on page 1 of the bid solicitation. Bidders are hereby advised that the Bid Receiving Area of ISED is open Monday to Friday inclusive, between the hours of 7:30 am and 4:30 pm, excluding Statutory Holidays.

ELECTRONIC BIDS WILL NOT BE ACCEPTED. Due to the nature of this bid solicitation, bids transmitted by facsimile or electronic mail to ISED will not be accepted.

3.2 Canada requires that each bid, at closing time, be signed by the Bidder or by an authorized representative of the Bidder. In the event of a bid submitted by a contractual joint venture, the bid shall either be signed by all parties of the joint venture or a statement shall be provided to the effect that the signatory has the authority to bind all parties of the joint venture.

3.3 It is the Bidder's responsibility to:

- a. obtain clarification of any terms, conditions or technical requirements contained in the solicitation, if necessary, before submitting a bid;
- b. prepare its bid in accordance with the instructions contained in the bid solicitation;
- c. submit by closing date and time a signed complete bid;
- d. send its bid only to the ISED Bid Receiving Area specified on Page 1 of the bid solicitation or to the address specified in the bid solicitation;
- e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope(s) or the parcel(s) containing the bid;
- f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation; and
- g. include the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidder's proposal.

3.4 Bids will remain open for acceptance for a period of not less than one-hundred and twenty (120) calendar days from the closing date of the bid solicitation, unless specified otherwise in the bid



Request for Proposal: ISED189200

solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) business days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

- 3.5 Bid documents and supporting information must only be submitted in either English or French.
- 3.6 Pricing information must not be included in any section of the proposal other than the Financial Proposal section of the bid.
- 3.7 Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to legal obligations including the provisions of the *Access to Information Act*, R.S. 1985, c.A-1 and the *Privacy Act*, R.S. 1985, c. P-21, international obligations and judicial order.
- 3.8 Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
- 3.9 Proposals received after the closing time and date shown will not be considered and will be returned unopened to the sender.
- 3.10 The Bidder's signature indicates acceptance of the terms and conditions governing the resulting contract and the Minister reserves the right to reject any proposal including any condition proposed by the Bidder that would not be, in the opinion of the Contracting Authority, in Canada's interest.

4. Notice to bidders

The following terms and conditions may apply to this solicitation:

- 4.1 Bidders may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their technical capability to satisfy the requirement as stipulated in this solicitation.
- 4.2
 - a) For Canadian-based bidders, prices must be firm (in Canadian funds) with Canadian customs duties and excise taxes as applicable INCLUDED, and Goods and Services Tax (GST) or Harmonized Sales Taxes (HST) as applicable EXCLUDED.
 - b) For Foreign-based bidders, prices must be firm (in Canadian funds) and EXCLUDE Canadian customs duties, excise taxes and GST or HST as applicable. CANADIAN CUSTOMS DUTIES AND EXCISE TAXES PAYABLE BY ISED WILL BE ADDED, FOR EVALUATION PURPOSES ONLY, TO THE PRICES SUBMITTED BY FOREIGN-BASED BIDDERS.
- 4.3 The contract term "Employment Equity" and any clause relating to international sanctions, if and when included in this document, apply to Canadian-based bidders only.

5. Communications – Solicitation Period

- 5.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation, from the issue date of the solicitation up to the closing date (the "bid solicitation period"), must be directed ONLY to the Contracting Authority identified in the bid solicitation. Enquiries and other communications are NOT to be directed to any other government official(s). Failure to comply with this request may (for that reason alone) result in the bid being declared non-responsive.



Request for Proposal: ISED189200

- 5.2 Bidders must reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care must 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 proprietary in 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.
- 5.3 All enquiries regarding this bid solicitation must be submitted in writing to the Contracting Authority named below as early as possible within the solicitation period to allow sufficient time to provide a response. All enquiries must be submitted in writing no later than four (4) working days before the bid closing date. Enquiries received after that time may not be answered.

The Contracting Authority is:

Name: Chantal Lafleur
Title: Senior Contracts and Procurement Advisor
Email address: chantal.lafleur2@canada.ca
Telephone Number: 613-608-5865

- 5.4 To ensure consistency and quality of information provided to bidders, the Contracting Authority will simultaneously distribute any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 5.5 Meetings will not be held with individual bidders prior to the closing date and time of this RFP.
- 5.6 Amendments to the Bidder’s proposal will not be accepted after the RFP closing date and time.

6. Applicable Laws

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

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

7. Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, re-tender the requirement by inviting only the bidders who bid to re-submit bids within a period designated by Canada;
- g. negotiate with the sole responsive Bidder to ensure best value to Canada;
- h. accept, or waive, a non-material error of form in a Bidder’s proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder’s proposal provided there is no change in the price quoted;
- i. award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
- j. retain all proposals submitted in response to this bid solicitation.

8. Price Support



Request for Proposal: ISED189200

In the event that the Bidder's proposal is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price support if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

9. Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

10. Conduct of Evaluation

In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

- a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
- c. request, before award of any contract, specific information with respect to Bidder's legal status;
- d. conduct a survey of Bidder's facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation;
- f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- g. interview, at the sole costs of bidders, any Bidder and/or any or all of the resources proposed by bidders to fulfil the requirement of the bid solicitation.

Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

11. Conflict of Interest – Unfair Advantage

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

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

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

Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair



Request for Proposal: ISED189200

advantage. The Bidder acknowledges that it is within Canada’s sole discretion to determine whether a conflict of interest or unfair advantage exists.

12. Entire Requirement

The bid solicitation documents contain all the requirements relating to the solicitation. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders prepare and submit their formal proposal as four (4) separately bound documents as follows:

Section I:	Technical Bid	4 hard copies
Section II:	Financial Bid	2 hard copies
Section III:	Certifications	2 hard copies
Section IV:	Additional Information	2 hard copies

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

To further the policy on Green Procurement, issued in April 2006, Canada is directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. To assist Canada in meeting the policy requirements, Canada requests that bidders follow the format instructions described below in preparing their bid:

- a. use 8.5 x 11 inch (216 mm x 279 mm) bond paper;
- b. use a numbering system that corresponds to the bid solicitation;
- c. use paper containing fibre certified as originating from a sustainably-managed forest and containing a minimum of 30% recycled content; and
- d. use an environmentally-preferable format including:
 - i. black and white printing instead of colour printing;
 - ii. printing double sided/duplex instead of single sided;
 - iii. using staples or clips instead of cerlox, duotangs or binders.

All references to descriptive material, technical manuals and brochures should be included in the bidder’s proposal. Reduction in the size of documents will contribute to ISED’s sustainable development initiatives and reduce waste.

Section I: Technical Bid

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 capacity and describe their approach in a thorough, concise and clear manner for carrying out the Work.

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria, contained in Part IV, 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, and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Resumes for proposed resources: Unless specified otherwise in the RFP, the technical bid must include resumes for each of the consultants identified in the bid solicitation that demonstrate that each proposed individual meets the requirement(s).



Request for Proposal: ISED189200

Joint-Venture Experience

A joint venture or partnership bidder may rely on the experience of its members to meet the technical criterion of this bid solicitation.

Education: Academic Accreditation (Degree, etc.) must be obtained through a recognized academic institution in the field of expertise.

*The list of recognized organizations can be found under the [Canadian Information Centre for International Credentials web site](#).

Part 4, Section 1 – Evaluation Procedures and Attachment 1 to Part 4, Evaluation Criteria, contain additional instructions that bidders must consider when preparing their technical bid.

Section II: Financial Bid

The financial bid must be submitted as a separate package to the technical bid.

Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3.

Bidders must submit their price(s) and/or rate(s), FOB destination; Canadian customs duties and excise taxes included, as applicable.

When the Bidder is required to bid a firm price for the work or any portion of the work, bidders must provide in their financial bid a price breakdown for the firm price quoted.

Any applicable taxes are to be shown separately.

When preparing their financial bid, bidders must review the Terms of Payment in Appendix B and Stage One and Stage Three in Part 4.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

In section IV of their bid, bidders must provide the following information:

1. their legal name;
2. their Procurement Business Number (PBN) (for additional information on how to register to obtain a PBN, refer to the following website: <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>);
3. their full mailing address;
4. the name of the contact person (including this person's mailing address, phone number and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid.



ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

1.0 Professional Fees

The Pricing Schedule is broken down by various requirements/tasks for the Work:

The Bidder must submit a cost breakdown using the Pricing Schedule below and include it in its financial bid.

1.1 The Contractor shall be bound by the fixed cost prices quoted in its financial bid for the work. No increase in its rates or prices will be accepted during the period of the Contract.

1.2 The inclusion of volumetric data (level of effort) in the Pricing Schedule is for evaluation purposes only and does not represent a commitment by ISED that ISED's future usage of the services described in the bid solicitation will be consistent with this data.

2. CONTRACT PERIOD: From date of contract award to June 30, 2019

Pricing Schedule 1: Fixed Cost Prices

Item Number	Requirement	Fixed Cost Price (\$ CAD)
1	Setup of the primary and warm backup server hardware	
2	Setup of the logging workstation hardware	
3	Purchase of 4 server hard drives	
4	Installation of 2 hardware firewalls (provided by ISED)	
5	Cloning of primary and warm backup servers	
6	Shipment of the primary and warm backup server hard drives to ISED in Ottawa, Canada upon ISED's request	
Pricing Schedule 1 Total (TAX excluded):		\$ _____ CAD

Pricing Schedule 2: Monthly Costs

Item Number	Requirement	Estimated Level of Effort	Monthly Rate (\$ CAD)	Total (\$ CAD)
		A	B	C = A X B
1	Provision of primary, warm backup and logging servers	Minimum of 11 months		
Pricing Schedule 2 Total (TAX excluded):				\$ _____ CAD

Pricing Schedule 3: Summary Pricing Schedule



Request for Proposal: ISED189200

BIDDER'S TOTAL EVALUATED PRICE Sum of Schedule 1 and 2 (Tax excluded) =	\$ _____ CAD
APPLICABLE TAXES	\$ _____ CAD

As stated in Attachment 1 to Part 4 – Evaluation Criteria, Mandatory Financial Criteria MF1, the Bidder's total Evaluated Price must not exceed a budget of \$88,000.00 Canadian dollars excluding applicable taxes. Proposals costing more will be rejected.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a. Proposals will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b. An evaluation team comprised of representatives of ISED will evaluate the bids.

The evaluation team reserves the right but is not obliged to perform any of the following:

- a) seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b) Contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, at ISED in Ottawa, Ontario, Canada, on 48 hours' notice, to verify and validate any information or data submitted by the Bidder.

The evaluation and selection process is comprised of three (3) separate stages as follows:

Stage One: Evaluation of Mandatory Technical and Financial Criteria

During Stage One, the proposals will be evaluated for compliance with each of the mandatory requirements (technical criteria). Refer to Attachment 1 to Part 4.

At Stage One, proposals that do not meet all of the mandatory requirements will be set aside and not be given any further consideration.

Proposals meeting all mandatory requirements under Stage One will proceed to Stage Two of the evaluation process.

Stage Two: Evaluation of the Point Rated Technical Criteria

Proposals that satisfy the Stage One mandatory requirements shall be further evaluated against the point rated technical criteria and scored in accordance with the available points for each point rated criteria. The total points available for the point rated requirements is **75** points. Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

To be further evaluated, the Bidder's proposal must achieve an overall minimum technical score of **45**.

Any proposal which fails to achieve the overall minimum score requirement of **45** points or which fails to achieve the required minimum score for any rated item will be eliminated from further consideration at the end of Stage Two.

Stage Three: Evaluation of the Financial Proposal

Proposals that have met all the mandatory requirements (technical criteria), and that have met or exceeded the overall minimum score requirements and the minimum score for each rated item, will be evaluated further.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

2. Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory technical and financial evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.

2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.



Request for Proposal: ISED189200

- 2.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 20$. P_i is the evaluated price (P) of each responsive bid (i).
- 2.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 80$. OS_i is the overall score (OS) obtained by each responsive bid (i) for the total of all the point rated technical criteria for Stage 2 as specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.
- 2.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.
- 2.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 1 to Part 4 will be recommended for award of a contract.
- 2.7 The table below illustrates an example where the selection of the Contractor is determined by an **80/20** ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (80%) and Price (20%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	48	58	71
Bid Evaluated Price	CAD\$78,000	CAD\$82,000	CAD\$85,000
Calculations	Technical Merit Points	Price Points	Combined Rating
Bidder 1	$48 / 75 \times 80 = 51.2$	$78,000 / 78,000 \times 20 = 20.0$	71.2
Bidder 2	$58 / 75 \times 80 = 61.9$	$78,000 / 82,000 \times 20 = 19.0$	80.9
Bidder 3	$71 / 75 \times 80 = 75.7$	$78,000 / 85,000 \times 20 = 18.4$	94.1

In this example, Bidder 3 would be considered the successful Bidder.



ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

There are three stages to the evaluation process:

- Stage 1 – Mandatory Technical Criteria
- Stage 2 – Point Rated Technical Criteria
- Stage 3 – Mandatory Financial Criteria

All requirements must be met in Stage 1 – Mandatory Technical Criteria in order to proceed to Stage 2 – Point Rated Technical Criteria. In Stage 2, the Bidder’s proposal must achieve an overall minimum technical rating of 75 points in order to continue to Stage 3 – Mandatory Financial Criteria.

1. Stage 1 - Mandatory Technical Criteria

To be considered responsive, the proposal must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

No points are awarded for the mandatory requirements, but each one must be met in order for the Bidder’s proposal to proceed to receive consideration and points for the point-rated technical criteria.

Proposals which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately.

ISED may choose terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.

Mandatory Technical Criteria (MT)				
For the purpose of the mandatory technical criteria specified below, the experience of the Bidder* will be considered.				
* “Bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform the Work. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.				
Number	Mandatory Technical Criteria	MET	NOT MET	Cross Reference to Proposal
MT1	<p>The Bidder must provide a description of the overall approach to complete all aspects of the project in accordance with requirement specification identified in Section 6.1, and provide details for items listed herein below, demonstrating compliance with Section 6.1.</p> <ol style="list-style-type: none"> 1) Location of proposed data centre(s); 2) Data centre(s) must have a valid DOS from PSPC; 3) Physical and software security measures taken at the facilities as well as in server configurations; 4) Proposed primary and warm backup server configurations; 5) Data centre Network Operations Centre(s); 6) Technical support operations including how calls are escalated between the different support levels; 7) Customer portal including screen captures; 8) Transfer of control procedures to the warm backup server in the event of a failure on the primary server. 			



Request for Proposal: ISED189200

MT2	<p>The Bidder must provide a description of three (3) projects, conducted within the past eight (8) years, demonstrating experience in providing infrastructure hosting services. For each project, the bidder must provide the following information:</p> <ul style="list-style-type: none"> - Client name; - Contact name; - Phone number and/or; - Email address. <p>ISED may communicate with these references to validate the stated experience.</p>			
MT3	<p>The Bidder must provide a copy of the Service Level Agreement for this infrastructure hosting services project as detailed in section 6.2 of the Statement of Work.</p>			
MT4	<p>The Bidder's data centre used to fulfill the contract must have at a minimum, a Tier 2 designation, as defined by the Uptime Institute.</p>			
MT5	<p>The Bidder must attest that the primary server will be provisioned for the Department within five (5) days of contract award and that the warm backup server will be provisioned for ISED within fifteen (15) days of contract award.</p>			
MT6	<p>The Contractor must agree to be subject to a Threat Risk Assessment (TRA) by ISED on its infrastructure's compliance to applicable Communications Security Establishment Canada (CSEC) ITSG-33 security requirements for Protected B information. These applicable security requirements will be supplied to the contractor during the TRA process.</p>			

2. Stage 2 - Point Rated Technical Criteria

Proposals which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

In order to qualify for the rating process, proposals should respond to the following point rated technical requirements in the order shown and should include the referenced Section/Page from the Statement of Work (Appendix A) in the Bidder's proposal.

In addition, the Bidder's proposal must achieve an overall minimum technical rating of **45 points**.

Proposals which fail to obtain the required minimum number of points will be declared non-responsive. Each point-rated technical criterion must be addressed separately.

Number	Point Rated Technical Criteria (RT)	Maximum Number of Points	Minimum Number of Points	Cross Reference to Proposal
RT1	<p>Bidder years of experience in providing server hosting services as per section MT2 above.</p> <p>Each project will be rated on the specific activities</p>	60	45	



Request for Proposal: ISED189200

	<p>conducted in response to the project in terms of services and activities provided in relation of activities identified in Section 6.0.</p> <p>If more than two (2) projects are provided, then only the first two (2) projects listed will be evaluated.</p> <p>(30 points will be allocated to each project to a maximum of 60 points)</p>			
RT2	<p>Data centre designation</p> <p>At a minimum, the data centre used by the Bidder to fulfill the contract must be designated Tier 2. If the Bidder's data centre is designated at a higher Tier level, it will be awarded the following points:</p> <p>Tier 3: 5 points Tier 4: 15 points</p>	15	0	
Stage 2 - Total maximum technical points		75	45	

3. Stage 3 - Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids which fail to meet the mandatory financial criteria will be declared non-responsive. Each criterion must be addressed separately.

Mandatory Financial Criteria (MF)		
Number	Mandatory Financial Criteria	Cross Reference to Proposal
MF1	<p>The total cost of the Bidder's financial proposal must not exceed \$88,000.00 Canadian dollars, excluding applicable taxes. The Contractor must provide a full cost breakdown as per Attachment 1 to Part 3 – Pricing Schedule.</p> <p>Proposals exceeding the limits noted above will be rejected. No financial information from the financial proposal may appear in the technical proposal.</p>	



PART 5 – CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required with the Bid

Bidders must submit as part of their bid, the certifications included in Attachment 1 to Part 5, duly completed by bid closing date.



ATTACHMENT 1 TO PART 5 - CERTIFICATIONS REQUIRED WITH THE BID

1.0 Former Public Servant

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

Definitions

For the purposes of this clause,

"Fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful Bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

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

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

- a) name of former public servant;
- b) date of termination of employment or retirement from the Public Service.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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](#).

A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee abatement formula, as required by Treasury Board Policy.



Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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.

2.0 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](http://publiservice.gc.ca/services/fcp-pcf/index_f.htm)" list (http://publiservice.gc.ca/services/fcp-pcf/index_f.htm) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

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

3.0 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

4.0 Education and Experience

The Bidder certifies that all the information provided in the resumes and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



5.0 Conflict of Interest

In order to provide impartial and objective advice to ISED and to avoid any real or apparent conflict of interest, the Contractor represents and warrants that any proposed individual(s) assigned to perform any work under a Contract shall not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to ISED, or affect or otherwise impair its objectivity in performing the work.

A Contract for services will be on the condition that there are no conflicts of interest for the duration of the project. Therefore, upon receiving a Contract from ISED, the Contractor shall not perform any services for any entity other than ISED in relation to the 600 MHz auction, including for a potential auction bidder in the related auction. Additionally, the Contractor must be independent and not owned by any 600 MHz auction bidder. The Contractor must certify that there is no actual conflict of interest or an appearance of a conflict of interest in relation to the project by submitting a signed declaration to the Project Authority prior to awarding the Contract. The Contractor shall at all times keep ISED updated on potential conflicts of interest related to the auction and the Contractors' other clients.

Should a Contractor subsequently become aware of such a potential conflict, it will notify the Project Authority immediately. By signing below, the Bidder hereby certifies that it has read the solicitation document and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that ISED reserves the right to verify all information provided in this regards, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which ISED deems appropriate.

Date: _____

Signature: _____

Title: _____
(Title of duly authorized representative of business)

Name of Business: _____



PART 6 – SECURITY REQUIREMENTS

1. Security Requirements

Before award of a contract, the following conditions must be met:

- a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

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.

For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

The Bidder must comply with the provisions of the Security Requirements Check List (SRCL) and security guide attached at [Appendix C](#).

In addition, the Bidder must submit, as part of their bid, the completed and signed Attestation Form (Part I) provided in [Attachment 1 to Part 6](#).

The Bidder must also review the Security Requirements in Section 2 of Part 7 - Resulting Contract Clauses, including [Appendix C](#) – Approved Verifications for the required Criminal Record Background Check, for security requirements related to this requirement which the winning Bidder must meet.



ATTACHMENT 1 TO PART 6 - ATTESTATION FORM

PART I

APPOINTMENT OF COMPANY SECURITY OFFICER

I, _____, _____ of _____
(Chief Executive Officer or Designated Key Senior Official*) (Title) (Company/Organization)

hereby appoint the following individual as our Company Security Officer:

(Full name of Appointee)

Dated at _____ the _____ day of _____ 20_____.

(Signature of Chief Executive Officer or Designated Key Senior Official*)

* Designated Key Senior Officials* includes the owners, officers, directors, executives, and partners who occupy positions which would enable them to adversely affect the organization's policies or practices in the performance of the Contract.



PART 7 – RESULTING CONTRACT CLAUSES

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

1. General Conditions

Innovation, Science and Economic Development Canada's [General Conditions of a Service Contract](http://www.ic.gc.ca/eic/site/icgc.nsf/eng/h_06661.html) apply to and form part the contract. The document is available at:
http://www.ic.gc.ca/eic/site/icgc.nsf/eng/h_06661.html.

2. Security Requirements

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

SECURITY REQUIREMENTS FOR SUPPLIER(S) ISED RFP # ISED189200 - Infrastructure Hosting Services for the 600 MHz Auction

PROTECTED B, RELIABILITY STATUS

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. 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 up to the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Appendix C;
 - b. Industrial Security Manual (Latest Edition).

3. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Appendix A.

4. Term of the Contract

4.1 Period of the Contract

The Contractor shall, between the date of Contract award and the 3^{0th} day of June 2019, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chantal Lafleur
Title: Senior Contracts and Procurement Advisor
Department: ISED
Telephone: 613-608-5865
Email: chantal.lafleur2@canada.ca



Request for Proposal: ISED189200

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.

5.2 Project Authority

(to be completed at contract award)

The Project Authority for the Contract is:

Name:

Title:

Organization:

Telephone:

Email:

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

5.3 Contractor's Representative

(to be completed at contract award)

Name:

Title:

Telephone:

Email:

6. Certifications - Compliance

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

7. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in *(to be completed at contract award)*.

8. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions, Innovation, Science and Economic Development Canada's [General Conditions of a Service Contract](#);
- (c) Appendix A, Statement of Work;
- (d) Appendix B, Terms of Payment;
- (e) Appendix C, Security Requirements Check List (SRCL);
- (f) the Contractor's proposal dated _____ *(insert date of bid at contract award)*.



APPENDIX A - STATEMENT OF WORK

1.0 Title of Project

Infrastructure Hosting Services for the 600 MHz Auction

2.0 Purpose

Innovation, Science and Economic Development Canada (ISED) or the Department requires a Contractor with facilities located in Canada to provide primary and warm backup infrastructure hosting services for the conduct of the 600 MHz auction.

3.0 Background

Radio frequency spectrum is a finite public resource. Both private users and wireless communications service providers require spectrum for a diverse range of uses. ISED, through the [Department of Industry Act](#), the [Radiocommunication Act](#) and the [Radiocommunication Regulations](#), with due regard to the objectives of the [Telecommunications Act](#) is responsible for spectrum management in Canada. The Spectrum Management Program operates under the guidance of the [Spectrum Policy Framework for Canada](#), which provides a single policy objective and a set of guidelines to guide ISED's management of this resource.

ISED will be conducting an auction of 600 MHz spectrum licences starting in March 2019. ISED awarded a contract to Power Auctions LLC (PA) of Washington DC to provide consulting services on auction design as well as the provision of an auction software solution for this auction.

4.0 Objective

ISED is seeking a Contractor to provide month-to-month infrastructure hosting for the PA Internet-based auction software. The Contractor will be required to provide primary and warm backup servers within their data centre(s) located in Canada.

Bid data submitted using the PA software during the live auctions is designated Protected B. As such, the Contractor must hold a valid Designated Organization Screening (DOS) for their data centre(s) issued by Public Services and Procurement Canada (PSPC) at the time of contract award.

Once the servers have been provisioned by the Contractor, sole administrative control will be handed over to ISED/PA for configuration of the auction software.

5.0 Scope of Work

The Contractor will provide Internet-based primary and warm backup servers to ISED in order to support PA's auction software. These servers must be located in a Canadian-based facility, accredited by PSPC to handle Protected B data and have a 24/7 staffed Network Operation Centre including live technical support. Complete details including server specifications can be found in section 6.1.

6.0 Project Details

6.1 Requirements

The Contractor must provide primary and warm backup servers located in a secured Canadian-based facility. The facility must have a valid DOS certification from PSPC at the time of contract award. The primary and warm backup servers must have the same configuration.

Details on the servers and services required are:

- A primary server located in a secured Canadian-based facility that has received a valid DOS certification from PSPC. The server must meet the following minimum specifications:
 - Dual Xeon E5-2686 v4 processors (16 cores in total)
 - 64 GB of memory



Request for Proposal: ISED189200

- RAID 1 configuration with two SSDs, each at least 300 GB
- Red Hat Enterprise Linux 7 operating system

The server must be accessible via the Internet and hardware firewalled (ISED to supply and manage firewalls). ISED will initiate a full system backup of the primary server at the end of each day of the auction. All backup data must reside in a secure Protected B designated area. Backups must be unmetered.

- A warm backup server having the same configuration as the primary server. The secondary server must be accessible via SSH and SCOPY in order to transfer auction data from the primary server. It is preferable to have the secondary server in a separate data centre. However, if the Contractor only has one DOS certified data centre, the warm backup server may reside in the same data centre as the primary server
- A workstation-class computer to be used to store firewall logs.
- Both the primary and secondary servers must have 100 Mbps connectivity to the network and support 150 Mbps aggregate and 10,000 concurrent connections
- 1000 GB of data transfer per month
- 4 IP addresses per server
- 24x7 staffed Network Operations Centre
- 24x7 live technical support in the event of server hardware or network issues
- At the request of ISED, be subjected to Threat and Risk Assessment to be carried out by ISED on their infrastructure's compliance to applicable Communications Security Establishment Canada (CSEC) ITSG-33 security requirements for Protected B information.
- At the request of ISED, scheduling and running of Vulnerability Scans (performed by ISED) at mutually agreed upon times must be permitted.
- Access to customer portal for each server in order to view bandwidth usage, backup reports etc.
- Port monitoring for each server for up to 8 ports each (PING, TCP 80, FTP SSH etc.)
- All server hard drives will be the property of ISED at the conclusion of the 600 MHz auction.
- At the request of ISED, copies of system backups will be provided by the Contractor on mutually agreed upon media supplied by ISED. At the conclusion of the 600 MHz auction, the Contractor will erase all auction related data from their backup solution and provide written confirmation to the department when completed.
- Access to daily performance reports including bandwidth usage and server activity.
- Minimum of 4 hour Hardware replacement guarantee in the event of a hardware failure on either server.
- In the event of a failure on the primary server, transfer of primary control to the warm backup server within 30 minutes.

Note: The Contractor must be the one fulfilling the requirements of this RFP. Subcontracting any requirement of this RFP is not permitted.



6.2 Service Level Agreement

The Contractor must provide a draft SLA with the proposal capturing all the requirements listed in section 6.1. Additionally, the SLA should clearly define the following:

- roles and responsibilities between the Contractor and ISED;
- network uptime guarantee (minimum Tier 2);
- infrastructure guarantee including heating, ventilation and air conditioning (HVAC) and power (uninterruptible power supplies, power distribution units, and cabling); and
- hardware replacement guarantee.

6.3 Deliverables

The deliverables and required time lines for the project are as follows:

- The contractor should be prepared to participate in an initial meeting with ISED staff within two business days of awarding the contract. All meetings will take place via teleconference or face-to-face.
- Service level agreement.
- A primary and warm backup server.
- A workstation-class computer for firewall logs.
- A document outlining the necessary steps to transition from the primary to the backup server and vice versa in the event of a server failure.

7.0 Management of the Project

This project will be managed by the Spectrum Licensing Policy Branch of the Spectrum and Telecommunications (STS) Sector of ISED.

8.0 Official Languages

The communication with ISED is required in English.

9.0 Intellectual Property

No intellectual property applies to this contract.

10.0 Constraints

1. All auction data stored on the hard drives provisioned by the Contractor is the property of the Government of Canada.
2. The hard drives used for primary and warm backup servers are the property of ISED and will be delivered to ISED upon its request.



ATTACHMENT 1 TO APPENDIX A - CONFIDENTIALITY AGREEMENT

For the purposes of this confidentiality agreement all information provided or supplied to the Contractor by or on behalf of Canada includes all information or data provided or supplied by auction participants, including qualified bidders or potential bidders in the 600 MHz spectrum auction, and users of the deliverables in connection with the Work, and any information or data generated by their participation or use.

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.

2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.

3. Subject to the legal obligations including *Access to Information Act*, R.S.C. 1985, c. A-1, the *Privacy Act* R.S. 1985, c. P-21, Canada's international obligations and judicial orders, and to any right of Canada under the Contract to release or disclose, Canada will not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

4. The obligations of the Parties set out in this section do not apply to any information if the information:

(a) is publicly available from a source other than the other Party; or

(b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information or that provides the information on behalf of the other Party; or

(c) is developed by a Party without use of the information provided by or on behalf of the other Party.

5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Innovation, Science and Economic Development Canada (ISED) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.

7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time



Request for Proposal: ISED189200

during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

Date: _____

Signature: _____

Title: _____
(Title of duly authorized representative of business)

Name of Business: _____



APPENDIX B - TERMS OF PAYMENT

1.0 BASIS OF PAYMENT

Her Majesty the Queen in right of Canada agrees to pay the Contractor a sum not to exceed \$ *(will be completed at contract award)*, plus applicable taxes, for the work performed in accordance to the Statement of Work.

1.1 Pre-Authorized Travel and Living Expenses:

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

1.2 Initial Contract Period: *(will be completed at contract award)*

a. Fixed Cost:

1. Setup of the primary and warm backup server hardware

Fixed Cost Price: \$

2. Setup of the logging workstation hardware

Fixed Cost Price: \$

3. Purchase of 4 server hard drives

Fixed Cost Price: \$

4. Installation of 2 hardware firewalls (provided by ISED)

Fixed Cost Price: \$

5. Cloning of primary and warm backup servers

Fixed Cost Price: \$

6. Shipment of the primary and warm backup server hard drives to ISED in Ottawa, Canada upon ISED's request

Fixed Cost Price: \$

b. Monthly Cost:

Provision of primary, warm backup and logging servers

Monthly Rate: \$

Total Estimated Cost - Contract Period (excluding applicable taxes): \$ *(will be completed at contract award)*

Applicable taxes: \$

2.0 LIMITATION OF EXPENDITURES

No increase in the total liability of Her Majesty or in the price of the Work resulting from any design changes, modifications or interpretations of the specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Her Majesty to be exceeded without the prior written approval of the Contracting Authority.

3.0 METHOD OF PAYMENT – MONTHLY PAYMENT



Request for Proposal: ISED189200

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

4.0 INVOICING INSTRUCTIONS

The invoices shall be sent to address indicated below. Each invoice should include the contract number, the Contractor's name, address, tax registration number(s) (if applicable), and a description of the work performed, including the number of days worked when the per diem rates are applicable, during the period covered by the invoice. The applicable tax(es) shall be submitted as a separate amount(s) on the invoice.

Send invoices to:

(Will provide the name, title, address, telephone number and email address at time of contract award).

All of the above will be to the satisfaction of the Project Authority.



**APPENDIX C - SECURITY REQUIREMENTS CHECK LIST (SRCL),
SECURITY GUIDE AND RELATED CLAUSES**

See attached PDF document - SRCL



**ATTACHMENT 1 TO APPENDIX C
SECURITY REQUIREMENTS FOR SUPPLIER(S)
600 MHz Infrastructure Hosting Services RFP**

PROTECTED B, RELIABILITY STATUS

The recipient **Contractor** must perform a security screening of all its personnel who will need access to Canadian restricted sites **and/or CANADA PROTECTED B** information/assets:

a) Identity Check:

- i. Copies of two of valid original pieces of government issued identity documentation, one of which must include a photo
- ii. Surname (last name)
- iii. Full given names (first name) – underline or circle usual name used
- iv. Family name at birth
- v. All other names used (aliases)
- vi. Name changes
 1. Must include the name they changed from and the name they changed to, the place of change and the institution changed through
- vii. Sex
- viii. Date of birth
- ix. Place of birth (city, province/state/region, and country)
- x. Citizenship(s)
- xi. Marital status/common-law partnership
 1. Current status (married, common-law, separated, widowed, divorced, single)
 2. All current spouses (if applicable)
 - a. Surname (last name)
 - b. Full given names (first name) – underline or circle usual name used
 - c. Date and duration of marriage/common-law partnership
 - d. Date of birth
 - e. Family name at birth
 - f. Place of birth (city, province/state/region, and country)
 - g. Citizenship(s)

b) Residency Check:

- i. The last five (5) years of residency history starting from most recent with no gaps in time. Indicate if the person has resided in another country within the last five (5) years.
 1. Apartment number, street number, street name, city, province or state, postal code or zip code, country, from-to dates.

c) Educational check:

- i. The educational establishments attended and the corresponding dates.

d) Employment History Check:

- i. The last five (5) years of employment history starting from most recent with no gaps in time.

e) Criminal Record Check:

- i. Proof of criminal record check report, using fingerprint verification with favourable results for each country the person has resided in during the last five (5) years.

f) Credit check:

- i. Credit check report conducted as part of employment screenings.