

Request for Proposal No. – Demande de proposition No.: 20181251				
Closing – Clôture				
Date: November 16, 2018	Tim	ne – Heure: 2PM Eastern time		
GENERAL INFORMATION / CONDITIONS RENSEIGNEMENTS GÉNÉRAUX / CONDITIONS				
Title of project – Titre du projet		Project Officer – Agent responsable du projet		
Data Center Colocation and Managed Services		Jean-François Sauvé		
Contracting Officer's Address – Adr	resse de l'agent re	esponsable du contrat		
Financial Consumer Agency of Canada 427 Laurier Ave. West, Suite 600 Ottawa, Ontario CANADA K1R 1B9				
Contracting Officer – Agent responsable du contrat :	Telephone No. de téléphone :	Email - Courriel :		
Stéphane Dupel	(613)-948-7958	FCAC.Contract-Contrat.ACFC@fcac-acfc.gc.ca		
Signature		Date		
	<u></u>			

BIDDER'S CERTIFICATION CERTIFICATION DES SOUMISSIONNAIRES

I have read and agree to the terms identified in this request for proposal. J'ai lu et accepte les modalités faisant parties de cette demande de propositions.

Signature	Date



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PART 1 – INSTRUCTIONS TO BIDDERS

1.1 CLOSING DATE

Proposals must be received by **2pm** Eastern Time (ET), **November 16th, 2018 at** <u>FCAC.Contract-Contrat.ACFC@fcac-acfc.gc.ca</u>.

1.2 <u>SECURITY REQUIREMENTS</u>

- 1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder **must** hold a valid organization security clearance as indicated in **Part 5** Resulting Contract Clauses;
 - (b) 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 5** Resulting Contract Clauses;
 - (c) the Bidder **must** provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding **must** meet the security requirements as indicated in **Part 5** Resulting Contract Clauses;
 - (e) the Bidder **must** provide the address(s) of proposed site(s) or premises of work performance and document safeguarding as indicated in **Part 4** Additional Information.
- For additional information on security requirements, bidders should refer to the <u>Industrial Security Program</u> (ISP) of Public Works and Government Services Canada (<u>http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html</u>) website.

1.3 SUBMISSION OF PROPOSALS

It is essential that the elements contained in the Bidder's proposal be presented in a clear and concise manner. Failure to provide complete information, as requested, will be to the Bidder's disadvantage. Proposals must be submitted in the following format:

- 1. Bidders must submit their proposal to the email address specified herein in **Section 1.1**.
- 2. Bidder's name must be clearly identified on the proposal documents.
- 3. Timely and correct delivery of proposals is the sole responsibility of the Bidder.
- 4. Proposals received on or before the stipulated proposal closing date and time will become the property of FCAC and will not be returned. Proposals are confidential.
- 5. Canada will not reimburse costs incurred by the Bidder in the preparation and submission of a proposal in response to this RFP.



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1.4 INQUIRIES – SOLICITATION STAGE

All inquiries regarding this RFP must be submitted in writing, **by e-mail**, to <u>FCAC.contract-</u> <u>contrat.ACFC@fcac-acfc.gc.ca</u> as early as possible within the bidding period **BUT** no later than **noon** Eastern Time (ET) on **November 9th 2018.** This allows sufficient time for FCAC to provide a response. Inquiries received after that time may not be answered prior to the bid closing date.

To ensure consistency and quality of information to Bidders, the FCAC Contract Officer will distribute, simultaneously to all companies to which this RFP was sent, any information with respect to inquiries received and FCAC's replies to such inquiries without revealing the source of the inquiries.

All inquiries and other communications with FCAC officials throughout the solicitation period are to be directed ONLY to <u>FCAC.contract-contrat.ACFC@fcac-acfc.gc.ca</u>. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

1.5 BID PACKAGE CONTENTS

This Bid Package consists of the Request for Proposal document No. 20181251

The Bidder acknowledges that the aforementioned document has been received in its bid package. It is the responsibility of the Bidder to verify the inclusion of all document(s), and to obtain copies of any missing items by contacting the Contracting Officer identified herein.

Failure to obtain any missing document(s) shall not relieve the Bidder of any obligations imposed hereunder nor excuse it from any guidelines set out therein.

1.6 BID FORMAT

It is requested that proposals follow the response format/instructions as detailed herein. Proposals submitted in response to this RFP must be submitted via <u>single</u> email not exceeding **10 MB** and must be:

- Compliant in all respects, including price, for a period of the contract including all amendments of this RFP;
- Be signed by an authorized representative of the company;
- Technical Proposal (1 electronic copy);
- Financial Proposal (1 electronic copy).
- Prices must appear within Financial Proposal only.



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1.7 RIGHTS OF THE FINANCIAL CONSUMER AGENCY

FCAC reserves the right to:

- a) Seek clarification of or verify any or all information provided by a Bidder with respect to this RFP without being obligated to seek clarification on all other Bids;
- b) Reject any or all proposals received in response to this RFP;
- c) Enter into negotiations with any Bidder on any, or all, aspects of its proposal;
- d) Accept any proposal in whole, or in part, without prior negotiation;
- 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;
- f) Cancel and/or reissue this RFP at any time;
- g) Retain all proposals submitted in response to this RFP;

1.8 LATE OFFERS

No consideration will be given to the proposal(s) received after **2:00PM** Eastern Time (ET), **November 16**, **2018**.

1.9 SUPPLIER CONTACT

Contact Name:	Stéphane Dupel
Corporate Name:	Financial Consumer Agency of Canada
Address:	427 Laurier Avenue West, Suite 600
	Ottawa, ON K1R 1B9
Telephone Number:	(613) 948-7958
E-mail Address:	FCAC.contract-contrat.ACFC@fcac-acfc.gc.ca



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1.10 BID RECEIVING/RETURN ADDRESS

Bids must be received prior to the closing date and time specified on page **four (4)** of this RFP document at the following email address: <u>FCAC.contract-contrat.ACFC@fcac-acfc.gc.ca</u>

Faxes will not be accepted.

1.11 FORMER PUBLIC SERVANT

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

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the

Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (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 <u>Public Service Superannuation Act (PSSA)</u>, R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces</u> <u>Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal</u>



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<u>Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police</u> <u>Superannuation Act</u>, R.S., 1985, c. R-11, <u>the Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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; and
- (b) date of termination of employment or retirement from the Public Service.

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

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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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.



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PART 2 - BASIS OF SELECTION AND EVALUATION METHODOLOGY

2.1 SELECTION PROCEDURE

The selection of the successful Bidder will be made based on combined technical and financial scores.

Only those proposals found to be technically responsive (meets all mandatory technical requirements) will be evaluated and scored. The technically responsive proposal that obtains the highest combined rating of technical merit and price (adding the technical score and the financial score) will be recommended for award of a contract. The maximum possible total is 100%, with the rated technical score worth 70% and the financial score worth 30%.

Calculation of Technical Score: The technical score is calculated by prorating the technical score against the total possible score of **(70)** points for the technical requirement.

Calculation of Financial Score: The financial score is calculated by giving full points **(30)** to the Bidder with the lowest total cost and prorating all other responsive proposal financial scores accordingly.

2.2 FINANCIAL PROPOSAL

The financial proposal shall include a firm prices which will be valid throughout the duration of the contract.

COSTS SHALL NOT APPEAR IN ANY OTHER AREA OF THE PROPOSAL EXCEPT IN THE FINANCIAL PROPOSAL SECTION.

2.3 EVALUATION METHODOLOGY

2.3.1 Overall Weights

The evaluation process puts 70% weight on the Bidder's technical proposal and 30% on the Bidder's financial proposal. Each will be scored separately. The Overall Proposal Score will be determined by combining the Bidder's technical proposal score and financial proposal score.

Technical proposal	=	70%
Financial proposal	=	30%
Overall proposal	=	100%



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2.4 EVALUATION AND SELECTION PROCESS

All Bidders' proposals will be evaluated in accordance with the evaluation and selection process detailed in this section.

2.4.1 Evaluation of Mandatory Requirements

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed in **Table 1** – **Mandatory Technical Criteria**. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the Evaluation Team. Simply repeating the statement contained in the bid solicitation is not sufficient. Proposals failing to respond adequately to the mandatory evaluation criteria will be excluded from further consideration. Only proposals found to meet the mandatory evaluation criteria will be evaluated in accordance with the evaluation criteria subject to point rating.

2.4.2 Evaluation And Scoring Of Point-Rated Requirements

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in **Table 2** – **Point Rated Technical Criteria**. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals. Simply repeating the statement contained in the bid solicitation is not sufficient.

2.4.3 CALCULATION OF RATED POINTS SCORE

(Actual Score) ÷ (Maximum Score Attainable) x (70)	= Rated Points Score
= Bidder's Score	(maximum 70 points)

Example:

(80 ÷ 8)	0) X70 = 70	70 (out of 70 points)
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2.4.4 Financial Proposal Score

The financial proposal shall include firm rates for each category of goods and/or services requested in "ATTACHMENT 1 TO PART 2 – PRICING SCHEDULE" which will be valid throughout the duration of the contract period including all optional periods.

Costs shall not appear in any other area of the proposal except in the financial proposal section

The Financial Proposal Score will be calculated (out of a maximum of 30 points) for each technically responsive Bidder, using the Bidder's **prices** as described below.

Prices submitted by the Bidders in "Total Estimated Cost" rows of "Pricing Schedule" tables for initial contract and all optional periods will be added up in order to obtain Total Price, which will be used for Financial Score Calculations.



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The Bidder with the lowest responsive **Total Price** will be awarded 30 points. All other responsive bids will be awarded a pro-rated score, as compared to the lowest responsive firm lot price, using the formula below:

(I owast responsive tirm price) 🗄 (Bidder's tirm price) v (3(1)	= Financial Proposal Score (maximum 30 points)

Example:

\$8000 ÷ \$10000 x 30 = 24	24 (out of 30 points)

2.5 <u>CONTRACT AWARD</u>

The technical and financial scores will be aggregated, and the Bidder with the highest combined score will be awarded the contract.

*** In the event that two (2) or more bids obtain exactly the same combined technical/financial score, bid with Highest Technical Score will be recommended for contract award.

2.6 INSTRUCTIONS TO BIDDERS

The following **<u>must</u>** be provided:

• A Mandatory Evaluation Criteria Table and a Point Rated Criteria Table <u>must</u> be completed. The reference as to where the information is located in the bid <u>must</u> be provided in the column labelled "Bid Reference Page #".

Bids who do not meet all of the mandatory evaluation criteria will be given no further consideration.



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ATTACHMENT 1 TO PART 2 – PRICING SCHEDULE

The Bidder shall complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed per-diem and/or per-deliverable rate for each of the resource categories and/or deliverables identified.

A. Initial Contract Period:

	Initial Contract (From contract	Period award to March 31	, 2019)
(A)	(B)	(C)	(D)
Requirement	Monthly Rental Firm Price	Monthly service price	Extended (=B or C)
One (1) Half Cabinet			\$
One (1) Full Cabinet (Optional)			\$
One (1) 1 Gbps Internet connection with DNS registrar service			\$
Managed Services			\$
Total Estimated Cost: \$			\$



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B. Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

Optional Period 1:

	Optional Period (From April 1, 2	1 1 2019 to March 31, 2	020)
(A)	(B)	(C)	(D)
Requirement	Monthly Rental Firm Price	Monthly service price	Extended (=B or C)
One (1) Half Cabinet			\$
One (1) Full Cabinet (Optional)			\$
One (1) 1 Gbps Internet connection with DNS registrar service			\$
Managed Services			\$
Total Estimated Cost: \$			\$

Optional Period 2:

	Optional Period (From April 1, 2	1 2 2020 to March 31, 2	021)
(A)	(B)	(C)	(D)
Requirement	Monthly Rental Firm Price	Monthly service price	Extended (=B or C)
One (1) Half Cabinet			\$
One (1) Full Cabinet (Optional)			\$
One (1) 1 Gbps Internet connection with DNS registrar service			\$
Managed Services			\$
Total Estimated Cost:			\$



Optional Period 3:

	Optional Period (From April 1, 2	d 3 2021 to March 31, 2	022)
(A)	(B)	(C)	(D)
Requirement	Monthly Rental Firm Price	Monthly service price	Extended (=B or C)
One (1) Half Cabinet			\$
One (1) Full Cabinet (Optional)			\$
One (1) 1 Gbps Internet connection with DNS registrar service			\$
Managed Services			\$
Total Estimated Cost: \$			\$

Optional Period 4:

(A)	Optional Period (From April 1, 2 (B)	1 4 2022 to March 31, 2 (C)	023) (D)
Requirement	Monthly Rental Firm Price	Monthly service price	Extended (=B or C)
One (1) Half Cabinet			\$
One (1) Full Cabinet (Optional)			\$
One (1) 1 Gbps Internet connection with DNS registrar service			\$
Managed Services			\$
Total Estimated Cost: \$			\$



ATTACHMENT 2 TO PART 2, EVALUATION CRITERIA

MANDATORY CRITERIA:

The Mandatory Requirements listed below will be evaluated on a simple pass/fail (i.e. compliant/noncompliant) basis. Proposals which fail to meet any of the Mandatory Requirements will be deemed noncompliant and given no further consideration.

Proposals **must** clearly demonstrate compliance with all of the following Mandatory Requirements and **must** provide the necessary documentation to support compliance.

ID #	Mandatory criteria	Submission requirements	Compliant (Yes/No)	Bid Reference Page #
M1	The Bidders must provide FCAC with 24/7 secure physical access to our rack and equipment.	Bidder must certify in their bid proposal that they will meet this requirement throughout the entire validity of the contract period. (including all optional periods)	Yes	
M2	The Bidders must meet or exceed the physical security recommendations for Protected B sensitivity level stated in the Royal Canadian Mounted Police (RCMP) Physical Security Guide Lead Agency Publication G13-01. <u>http://www.rcmp- grc.gc.ca/physec-</u> <u>secmat/pubs/g13-01-eng.html</u>	The Bidder must provide a detailed report demonstrating how the recommendation for the Protected B sensitivity level are met.	Yes	
M3	The Bidders must meet or exceed the physical protection of computer servers recommendations for Protected B level of information stated in the Royal Canadian Mounted Police (RCMP) Physical Security Guide	The Bidder must provide a detailed report demonstrating how the recommendation for the Protected B level are met.	Yes	

Table 1 – Mandatory Technical Criteria



Lead Agency Publication G1-031. http://www.rcmpgrc.gc.ca/physecsecmat/pubs/g1-031-eng.htm The Bidders must meet the Yes M4 The Bidder **must** provide a No following cooling requirements configuration or monitoring for its facility computer room: report of the heating, ventilation, and air-Low-end temperature conditioning (HVAC) _ 10°C environment. High-end temperature 28°C Low end moisture at 40% relative humidity High-end moisture at 60% relative humidity M5 The proposed Bidders must Yes provide rack with power No distribution unit(s) with the following outlet types: 5-15R (Minimum 1) C13 (Minimum 1) The Bidders proposed facility M6 The bidder **must** provide a Yes must meet or exceed a tier 3 detailed report No facility features and capabilities demonstrating how the Tier with an availability of 99.982% III facility features and capabilities are met. M7 The Bidders **must** provide an Bidder must certify in their Yes Internet Connection of 1 Gbps bid proposal that they will No with a 15 static IP addresses with meet this requirement DNS registrar services. throughout the entire validity of the contract period. (including all



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M8	The Bidders data center facility must be located in the National Capital Region of Canada.	optional periods) The Bidder must provide the address of their data center with the bid.	Yes	
M9	 The Bidder must provide backup daily tape rotation services through managed services. The tapes must be securely stored on site following this retention schedule: Daily backup tapes (Monday to Sunday) are kept for 2 weeks Monthly backup tapes (last Friday of the Month) are kept for 2 years 	Bidder must certify in their bid proposal that they will meet this requirement throughout the entire validity of the contract period. (including all optional periods)	Yes	

RATED EVALUATION CRITERIA

The criteria contained herein will be used to evaluate each Proposal that has met all of the Mandatory Requirements. Bidders are advised to address these requirements in the following order and in sufficient depth in their proposals to enable a thorough assessment. The assessment will be based solely on the information contained within the Proposal. The proposal team may confirm information; seek clarification or presentation from Bidders.

Only those Proposals which are compliant with all of the Mandatory Requirements and then achieve (or exceed) the stated minimum points will be further considered for award of a contract.



Table 2 – Point Rated Technical Criteria.

ID #	Point-rated criteria	Maximum points	Bidder's Score	Bid Reference Page #
R1	The Bidder has a tier 4 facility with an availability of 99.995% located in the National Capital Region of Canada	10 points if these criteria are met.		
R2	The Bidder provides a meeting room with chairs upon request at their data center facility which accommodates at minimum 6 persons.	10 points if these criteria are met.		
R3	The Bidder provides office space with chairs upon request at their data center facility.	2 points per office space if these criteria are met to a maximum of 10 points.		
R4	The Bidder has other facilities which meet the exact same mandatory requirements of this request for proposals in the Greater Montréal region or Greater Toronto area.	10 points if these criteria are met.		
R5	The Bidder provides rack with power distribution unit with the following outlet types and quantities: - 2 x 5-15R - 8 x C13 - 2 x C19	 2 points per outlet types and quantities as specified for a maximum of 6 points 1 point per extra C13 outlet type for a maximum of 4 points. 		
R6	The Bidder permits the installation of Government of Canada network lines. The point of entry of the connection lines must be directly within our	10 points if these criteria are met.		



	allocated rack and must be inaccessible by anyone else.			
	inaccessible by anyone else.			
Maxi	Maximum total points for Rated requirements (no minimum) 60			60
D: d d	er's Points			



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PART 3 - CERTIFICATIONS

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

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

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

3.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

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

3.2 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

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

3.3 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 "<u>FCP Limited</u> <u>Eligibility to Bid</u>" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from <u>Employment and Social Development Canada (ESDC) - Labour's</u> 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.



PART 4 – ADDITIONAL INFORMATION

4.1 BIDDER'S PROPOSED SITE(S) OR PREMISES REQUIRING SAFEGUARDING MEASURES

As indicated in Part 1 of the Instructions to Bidders under **Section 1.2** Security Requirements, the Bidder must provide the full address(s) of 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 <u>Industrial Security Program (ISP)</u> that the Contractor and individuals hold a valid security clearance at the required level, as indicated in **Part 1**, **clause 1.2**, Security Requirements.



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PART 5 – RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of contract.

Delivery Requirements outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

5.1 SECURITY REQUIREMENTS

- 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) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 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 Annex C;
 - b. Industrial Security Manual (Latest Edition).

5.2 STANDARD CLAUSES AND CONDITIONS

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

5.3 TERM OF CONTRACT

5.3.1 Period Of The Contract

The period of the Contract is from date of Contract award to **2019-03-31** inclusive. Plus additional four (4) optional years.



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5.3.2 Option To Extend The Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5.3.3 <u>Termination on Thirty Days Notice</u>

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5.4 AUTHORITIES

5.4.1 Contracting Authority

The Contracting Authority for the Contract is: Name: Stephane Dupel Title: Contracting Officer Financial Consumer Agency of Canada Directorate: Corporate Services Division Address: 427 Laurier Ave. West, Suite 600 Telephone: 613-948-7958 Facsimile: 613-941-1436 E-mail address: <u>stephane.dupel@fcac-acfc.gc.ca</u>

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.

5.4.2 Project Authority

Contact Name:
Telephone:
Facsimile:
E-mail address:



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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.

5.4.3 <u>Contractor's Representative</u>

Contact Name:
Telephone:
Facsimile:
E-mail address:

5.5 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 <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

5.6 PAYMENT

5.6.1 Basis of Payment

The Contractor will be paid in accordance with the firm all-inclusive monthly rates set out in Annex **"B"**, Basis of Payment, Applicable Taxes extra.

5.6.2 <u>Authorized Travel and Living Expenses</u>

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

5.6.3 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract. With respect to the amount set out on page one of the Contract, Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

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



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- A. It is 75 percent committed, or
- B. 4 months before the Contract expiry date, or

C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

5.7 METHOD OF PAYMENT

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted. Payments to the Contractor will be rendered through direct deposit as per the Government of Canada's procedures.

5.8 DISCRETIONARY AUDIT

<u>C0705C</u> (2010-01-11), Discretionary Audit

5.9 ACCOUNTS AND AUDIT

- 1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- 2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- 3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- 4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this



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section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

5.10 VERIFICATION

Amount(s) charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

5.11 INVOICING INSTRUCTIONS

The Contractor shall direct invoices to the project manager for review, approval and processing at the end of each month.

5.12 CERTIFICATIONS COMPLIANCE

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

5.13 APPLICABLE LAWS

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

5.14 PRIORITY OF DOCUMENTS

- (a) Annex A, Statement of Work;
- (b) Part 5, Resulting Contract Clauses
- (c) Annex B, Basis of Payment
- (d) Annex C, Security Requirements Check List; and
- (e) the Contractor's bid dated _____

5.15 <u>LIABILITY</u>

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



5.16 INSURANCE

Insurance for all methods of travel; accidents; illness; cancellations; professional liability and other obligations are the sole responsibility of the contractor theroughout the entire duration of the Contract.

5.17 INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.

2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to <u>Department of Justice Act</u>, R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

3. The Contractor has no obligation regarding claims that were only made because:

(a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or

(b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

(c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or

(d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.

4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

(a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or



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(b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

(c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.



ANNEX "A" – STATEMENT OF WORK

1. Scope

1.1.Title

Data Center Colocation and Managed Services

1.2.Objective of the requirement

Hosting of IT infrastructure equipment for FCAC business continuity objectives.

1.3. Background and Specific Scope of the Requirement

FCAC host its production IT infrastructure equipment within a server room with features and capabilities which are comparable to a Tier 1 data center. In the event of an environmental failure or disaster scenario that render the FCAC production IT infrastructure equipment non-accessible, the business continuity IT infrastructure equipment hosted at an external date center shall take over the production environment.

2. Requirements

2.1. Communication Requirements

The data centre operations must communicate all upcoming maintenance that might indirectly or directly impact FCAC IT infrastructure equipment hosted within their data center as well as changes that may limit FCAC remote or physical access to its equipment.

3. Other Terms and Conditions of the SOW

3.1 Location of Work, Work site and Delivery Point

All work shall be performed at Contractor's place of business.

3.2 Language of Work

The language used to correspond back and forth between FCAC and the data centre employees must be done by the use of either English or French.



ANNEX "B" – BASIS OF PAYMENT

Will be inserted at contract award



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ANNEX "C" – SECURITY REQUIREMENTS CHECKLIST											
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LISTE DE VÉRI PART A - CONTRACT INFORMATION / PARTIE 1. Originating Government Department or Organiz Ministère ou organisme gouvernemental d'origin 3. a) Subcontract Number / Numéro du contrat de T.B.D. 4. Brief Description of Work / Brève description du French editorial and translation support for Financia (ation / ne Financial Consumer Agr sous-traitance 3. b) Na travail	ES RELATIVES À LA S CTUELLE 2. Branch ency of Canada									
 5. a) Will the supplier require access to Controlled Le fournisseur aura-t-il accès à des marchan 5. b) Will the supplier require access to unclassifie Regulations? Le fournisseur aura-t-il accès à des données sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer I 6. a) Will the supplier and its employees require ac Le fournisseur ainsi que les employés auront (Specify the level of access using the chart in (Préciser le niveau d'accès en utilisant le tabi 6. b) Will the supplier and its employees (e.g. clea PROTECTED and/or CLASSIFIED informatic Le fournisseur et ses employés (p. ex. nettoy à des renseignements ou à des biens PROTI 6. c) Is this a commercial courier or delivery requir 	dises contrôlées? d military technical data subject techniques militaires non class e type d'accès requis ccess to PROTECTED and/or -ils accès à des renseignemen n Question 7. c) leau qui se trouve à la question ners, maintenance personnell) on or assets is permitted. reurs, personnel d'entretien) au ÉGÉS et/ou CLASSIFIÉS n'esi	cLASSIFIED information of ts ou à des biens PROTÉd require access to restricte uront-ils accès à des zones t pas autorisé.	aux dispositions du Règlement or assets? GÉS et/ou CLASSIFIÉS? d access areas? No access to	No Yes No Oui No Yes No Yes Oui Oui No Yes Oui Oui No Yes Oui Oui No Yes Oui Oui							
S'agit-il d'un contrat de messagerie où de livr 7. a) Indicate the type of information that the suppl Canada 7. b) Release restrictions / Restrictions relatives à No release restrictions Aucune restriction relative à la diffusion	raison commerciale sans entre lier will be required to access / NATO / OTA	posage de nuit? Indiquer le type d'informat	No release restriction relative à la diffusion	Vio Voi avoir accès							
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7. c) Level of information / Niveau d'information PROTECTED A PROTÉGÉ A PROTECTED B PROTÉGÉ B PROTÉGÉ C PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL SECRET SECRET TOP SECRET TOP SECRET TOP SECRET [SIGINT] TRÈS SECRET (SIGINT) TRÈS SECRET (SIGINT)	NATO UNCLASSIFIED NATO NON CLASSIFIÉ NATO RESTRICTED NATO DIFFUSION REST NATO CONFIDENTIAL NATO CONFIDENTIEL NATO SECRET NATO SECRET COSMIC TOP SECRET COSMIC TRÈS SECRET		PROTECTED A PROTÉGÉ A PROTECTED B PROTÉGÉ B PROTÉGÉ C PROTÉGÉ C CONFIDENTIAL CONFIDENTIAL SECRET SECRET TOP SECRET TOP SECRET TOP SECRET TOP SECRET SECRET SECRET (SIGINT) TRÈS SECRET (SIGINT)								

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PART A (continued) / PARTIE A (suite)				
 Will the supplier require access to PROTECTE Le fournisseur aura-t-il accès à des renseigner If Yes, indicate the level of sensitivity: 			ASSIFIÉS?	No Yes Non Oui
Dans l'affirmative, indiquer le niveau de sensib 9. Will the supplier require access to extremely se	ensitive INFOSEC information			No Yes
Le fournisseur aura-t-il accès à des renseigner Short Title(s) of material / Titre(s) abrégé(s) du		C de nature extrêmement délicate	e?	Non Oui
Document Number / Numéro du document : PART B - PERSONNEL (SUPPLIER) / PARTIE	B - PERSONNEL (FOURNISSI			
10. a) Personnel security screening level required	CONFIDENTIAL	SECRET	TOP SE	CRET
COTE DE FIABILITÉ	CONFIDENTIEL	L SECRET	TRÈS S	ECRET
SITE ACCESS		EL NATO SECRET	COSMIC	TRÈS SECRET
ACCES AUX EMPLACEMENTS Special comments:				
Commentaires spéciaux :				
NOTE: If multiple levels of screen REMARQUE : Si plusieurs nivea 10. b) May unscreened personnel be used for po	ux de contrôle de sécurité sont			re fourni.
Du personnel sans autorisation sécuritaire If Yes, will unscreened personnel be escor	peut-il se voir confier des partie	es du travail?		Non Oui
Dans l'affirmative, le personnel en question	n sera-t-il escorté?			Non Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE INFORMATION / ASSETS / RENSEIGNEM		ION (FOORNISSEOR)		
11. a) Will the supplier be required to receive and premises?				No Ves Non Oui
Le fournisseur sera-t-il tenu de recevoir et CLASSIFIÉS?	d'entreposer sur place des ren	seignements ou des biens PROT	EGES et/ou	
11. b) Will the supplier be required to safeguard (Le fournisseur sera-t-il tenu de protéger de				No Yes Non Oui
PRODUCTION				
11. c) Will the production (manufacture, and/or repa occur at the supplier's site or premises?	air and/or modification) of PROT	ECTED and/or CLASSIFIED mate	rial or equipment	No Yes Non Oui
Les installations du fournisseur serviront-elle et/ou CLASSIFIÉ?	s à la production (fabrication et/o	ou réparation et/ou modification) de	e matériel PROTÉGÉ	
INFORMATION TECHNOLOGY (IT) MEDIA /	SUPPORT RELATIF À LA TEC	HNOLOGIE DE L'INFORMATIO	N (TI)	
11. d) Will the supplier be required to use its IT syst information or data?	ems to electronically process, pr	oduce or store PROTECTED and	or CLASSIFIED	No Ves Non Oui
Le fournisseur sera-t-il tenu d'utiliser ses pro renseignements ou des données PROTÉGÉ		ur traiter, produire ou stocker élect	troniquement des	
11. e) Will there be an electronic link between the s Disposera-t-on d'un lien électronique entre le gouvernementale?			agence	No Yes Non Oui
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12. a) Is the descrip La description If Yes, classif Dans l'affirma « Classificatio 12. b) Will the docu La documenta If Yes, classif attachments (Dans l'affirma « Classificatio des pièces joi	du tra tive, on de ment tion a y this e.g. : tive, on de	ravail vis s form I , classif e sécuri tation at associé s form I SECRE , classif e sécuri	sé par la prése by annotating fier le présent ité » au haut e ttached to this e à la présente by annotating ET with Attach fier le présent	ente LVER g the top a t formulai et au bas SRCL be e LVERS s g the top a iments). t formulai	S est-elle and botto re en ind du formu PROTEC sera-t-elle and botto re en ind	e de nature P inguant le niv ilaire. TED and/or (PROTÉGÉE om in the are ilquant le niv	ROTÉGÉE et/ a entitled "Se eau de sécur CLASSIFIED? et/ou CLASS a entitled "Se eau de sécur	vou CLAS ecurity C rité dans SIFIÉE? ecurity C rité dans	lassificati la case ir lassificati la case ir	ntitulé ion" a ntitulé	nd in e	L dicate with	V No Non	Yes Oui Yes Oui

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