

# RETURN BID TO/ RETOURNER LES SOUMISSIONS À:

receptionsoumissionbidsreceiving.spp@international.gc.ca

Department of Foreign Affairs, Trade and Development (DFATD) Ministère des Affaires étrangères, Commerce et Développement (MAECD)

## **Request for Proposal:**

Department of Foreign Affairs, Trade and Development

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 here to, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

# Demande de proposition:

Ministère des Affaires Étrangères, Commerce et Développement

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

## Comments — Commentaires:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT — LE PRÉSENT DOCUMENT COMPORTE

Foreign Affairs, Trade and Development Canada 200 Promenade du Portage, Gatineau, Québec, K1A 0G4

Affaires étrangère, Commerce et Développement Canada

200 Promenade du Portage Gatineau, Québec, K1A 0G4

<b>Title-Sujet:</b> SaaS Solution for Fi Coordination	ile Sharing and Project
Requirement: SaaS Solution at	the Protected B level
Supply Arrangement No. N/A	
Solicitation No Nº de l'invitation: 19-152982	Date: September 16, 2019
Solicitation Closes - L'invitation prend fin:	Time Zone —Fuseau horaire:
At /à: 2:00 PM On / le: October 28, 2019	EDT(Eastern Daylight Time) / HAE (heure avancée de l'Est)
F.O.B. — F.A.B.	
Plant-Usine: Destination:	☑ Other — Autre: □
Address Enquiries to — Addresser	les questions à:
Brandon Hua Brandon.Hua@international.gc.ca	
Telephone No. – No de téléphone:	
(343) 203-1307	
Destination of Goods and or Services:	es/Destination – des biens et ou
Department of Foreign Affairs, Trad Ministère des Affaires étrangères, C (MAECD)	
Vendor/Firm Name and Address — fournisseur/de l'entrepreneur:	Nom du Vendeur et adresse du
Telephone No. – No de téléphone:	FAX No. – No de télécopieur:
Name and title of person authorized (type or print) — Nom et titre de la p du fournisseur/de l'entrepreneur (ta d'imprimerie)	personne autorisée à signer au nom
Signature	 Date



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## **PART 1 - GENERAL INFORMATION**

#### 1.1 INTRODUCTION

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

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

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

- Annex A Statement of Work
- Annex B Basis of Payment
- Annex C Security Requirements Check List
- Annex D Insurance Requirements
- Annex E DFATD Security Assessment and Authorization Requirements

## List of Attachments to Part 3 - Bid Preparation Instructions:

Attachment 1 to Part 3 - Bid Submission Form

Attachment 2 to Part 3 - Pricing Schedule

#### List of Attachments to Part 4 - Evaluation Procedures and Basis of Selection:

Attachment 1 to Part 4 - Bid Evaluation Criteria

# List of Attachments to Part 5 - Certifications and Additional Information:

Attachment 1 to Part 5 - Federal Contractors Program for Employment Equity Certification

# List of Attachments to Annex E - DFATD Security Assessment and Authorization Requirements:

Attachment 1 to Annex E - Information Technology Security Technical for Cloud Service

#### 1.2 SUMMARY

This bid solicitation is being issued to satisfy the requirement of the Department of Foreign Affairs, Trade and Development Canada (DFATD) (the "Client") for cloud-based storage and support services.

It is intended to result in the award of one contract for one (1) year, plus three (3) one (1) year irrevocable options allowing Canada to extend the term of the contract.

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <a href="Contract Security Program">Contract Security Program</a> of Public Works and Government Services Canada (<a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>) website.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

This procurement is subject to the Controlled Goods Program. The <u>Defence production Act</u> defines Canadian Controlled Goods as certain goods listed in Canada's Export Control List, a regulation made pursuant to the Export and Import Permits Act (EIPA).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## 1.3 DEBRIEFINGS

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

## 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

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

The <u>2003</u> (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days Insert: 120 days

#### 2.2 SUBMISSION OF BIDS

Bids must be submitted only to the Department of Foreign Affairs, Trade and Development (DFATD) Bid Inbox by the date, time and place indicated on page 1 of the bid solicitation. Bids **MUST NOT** be sent directly to the Contracting Authority. Bids sent directly to the Contracting Authority **WILL NOT** be considered.

Bids transmitted by facsimile (Fax) to DFATD WILL NOT be accepted.

#### 2.3 FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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 <u>Financial Administration Act</u>, 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 Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act. R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes	( )	No	(	,
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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 Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

# **Work Force Adjustment Directive**

Is the Bidder a FPS who	received	a lump	sum payme	nt 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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## 2.4 ENQUIRIES - BID SOLICITATION

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

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

#### 2.5 APPLICABLE LAWS

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

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

#### 2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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

#### 3.1 BID PREPARATION INSTRUCTIONS

- a) Copies of Bid: Canada requests that bidders provide their bid in separately bound sections as follows:
  - Section I: Technical Bid (one (1) electronic copy);
  - ii. Section II: Financial Bid (one (1) electronic copy);
  - iii. Section III: Certifications not included in the Technical Bid (one (1) electronic copy); and
  - iv. Section IV: Bidder's Proposed Sites or Premises Requiring Safeguarding Measures (one (1) electronic copy).

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

- b) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
  - i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
  - ii. use a numbering system that corresponds to the bid solicitation.

## c) Submission of Only One Bid from a Bidding Group:

- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
- ii. For the purposes of this article, "bidding group" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "related" for the purposes of this bid solicitation if:
  - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
  - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - D. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

#### d) Joint Venture Experience:

- Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.
  - Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This

bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.
  - Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

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

That show in total 100 billable days.

- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.
- v. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- vi. **Corporate Profile**: The Bidder must provide a corporate profile, which should include an overview of the Bidder and any subcontractors, and/or authorized agents of the Bidder that would be involved in the performance of the Work on the Bidder's behalf. The Bidder is requested to provide a brief description of its size, corporate structure, years in

business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

#### Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical bid consists of the following:

- a. Bid Submission Form: Bidders are requested to include the Attachment 1 to Part 3 Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, the Bidder's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- b. Substantiation of Technical Compliance:
  - The technical bid must substantiate the compliance with the specific articles of **Attachment 1 to Part 4 Bid Evaluation Criteria** which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid this information can be referenced in the "Bidder's Response" column of **Attachment 1 to Part 4 Bid Evaluation Criteria**, where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- c. **For Previous Similar Projects:** Where the bid must include a description of previous similar projects: (i) a project must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a project must have been completed the bid closing date; (iii) each project description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference; and (iv) if more similar projects are provided than requested, Canada will decide in its discretion which projects will be evaluated. A project will be considered "similar" to the Work to be performed under any resulting contract if the project was for the performance of work that closely matches the descriptions of the work in ANNEX A Statement of Work. Work will be considered to "closely match" if the work in the provided project is described in at least 50% of the points of responsibility listed in the description of the work in ANNEX A Statement of Work.
- d. For Proposed Resources: The technical bid must include résumés for the resources as identified in Attachment 1 to Part 4 - Bid Evaluation Criteria. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described

(including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:

- Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work
- ii. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
- iii. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and contract period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity.
- iv. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
- v. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- vi. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- e. Customer Reference Contact Information: The Bidder must provide customer references who must each confirm, if requested by Canada the information required by Article 1 of Attachment 1 to Part 3 Bid Submission Form. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the bid, the information provided by the customer reference will be evaluated instead of the information in the bid. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with **Attachment 2 to Part 3 - Pricing Schedule**. The total amount of Applicable Taxes must be shown separately.



## **Section III: Certifications**

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

# Section IV: Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

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

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

The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

## 3.2 EXCHANGE RATE FLUCTUATION

C3011T (2013-11-06), Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### **4.1 EVALUATION PROCEDURES**

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

#### 4.1.1 TECHNICAL EVALUATION

## **Mandatory Technical Criteria**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in **Attachment 1 to Part 4 - Bid Evaluation Criteria**.

## **Point-Rated Technical Criteria**

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in **Attachment 1 to Part 4 - Bid Evaluation Criteria**.

## **4.1.2 FINANCIAL EVALUATION**

#### **Mandatory Financial Criteria**

- i. <u>A0220T</u> (2014-06-26), Evaluation of Price Bid
  - The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- ii. A0222T (2014-06-26), Evaluation of Price Canadian / Foreign Bidders
  - 1. The price of the bid will be evaluated as follows:
    - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
    - b. Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
  - 2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
  - 3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.

4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

#### **4.2 BASIS OF SELECTION**

A0027T (2012-07-16), Basis of Selection - Highest Combined Rating of Technical Merit and Price

# Combined Rating of Technical Merit [70%] and Price [30%]

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of points overall for the technical evaluation criteria which are subject to point rating.
- 2. Bids not meeting a, b and c will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70**% for the technical merit and **30**% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **70%**.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **30%**.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	115/135 89/135	
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
	Pricing Score	45/55 x40 = 32.73	45/50 x40 = 36.00	45/45 x40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

## 5.1 CERTIFICATIONS REQUIRED WITH THE BID

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

## 5.1.1 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES

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

## 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

## 5.2.1 INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION

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

## 5.2.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - BID CERTIFICATION

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

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

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

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



# PART 6 - SECURITY. FINANCIAL AND OTHER REQUIREMENTS

#### **6.1 SECURITY REQUIREMENTS**

- 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 7 -Resulting Contract Clauses;
  - b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - d. the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - e. the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
- 2. For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.

## **6.2 CONTROLLED GOODS REQUIREMENT**

A9130T (2014-11-27), Controlled Goods Program – Bid

- 1. As the resulting contract will require the production of or access to controlled goods that are subject to the Defence Production Act, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program and registration is carried out as follows:
  - a. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
  - b. When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
  - c. When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No

examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

2. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

## 7.1 STATEMENT OF REQUIREMENT

The Contractor must provide	in accordance with the Statement of Requirement at Anne	x "Α'
and the Contractor's technical bid entitle	ed, dated	

#### 7.1.1 OPTIONAL GOODS AND/OR SERVICES

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described with the Basis of Payment at Annex "B" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### 7.2 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard 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.

#### 7.2.1 GENERAL CONDITIONS

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

# 7.2.2 SUPPLEMENTAL GENERAL CONDITIONS

The following Supplemental General conditions are incorporated by reference and apply to and form part of the Contract:

- i. 4003 (2010-08-16), Supplemental General Conditions Licensed Software.
- ii. 4004 (2013-04-25), Supplemental General Conditions Maintenance and Support Services for Licensed Software.

# 7.3 SECURITY REQUIREMENT

The Security Requirement Check List (SRCL and related clauses), as set out under Annex C applies to and form part of the Contract.

Public Services and Procurement Canada File #Common-Professional Services Security Requirement Check List #40

## **DFATD SRCL #19-152982**

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 (CISD), Public Services and Procurement Canada (PSPC)

- 2. This contract includes access to Controlled Goods. Prior to access, the contractor must be registered in the Controlled Goods Program of PSPC
- 3. 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 CISD/PSPC
- 4. The Contractor must not utilize its Information Technology systems to electronically process, produce or store protected information until the CISD/PSPC has issued written approval. After approval has been granted or approved, these tasks may be performed up to the level of **PROTECTED B**
- 5. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CISD/PSPC
- 6. 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).

## 7.3.1 CONTRACTOR'S SITES OR PREMISES REQUIRING SAFEGUARDING MEASURES

Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

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

The Company Security Officer must ensure through the <u>Contract Security Program</u> that the Contractor and individuals hold a valid security clearance at the required level.

#### 7.4 TERM OF CONTRACT

## 7.4.1 PERIOD OF THE CONTRACT

The period of the Contract is from date of Contract award to \_\_\_\_\_.

#### 7.4.2 OPTION TO EXTEND THE CONTRACT

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year 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 five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 7.5 AUTHORITIES

## **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Brandon Hua

Title: Senior Officer, Supply Operations

Organization: Department of Foreign Affairs, Trade and Development Canada

Address: 200 Promenade du Portage

Telephone: 343-203-1307

Facsimile: N/A

E-mail address: Brandon.Hua@international.gc.ca

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

## **Project Authority**

The Project Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

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.

## **Contractor's Representative**

The Contractor's Representative for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

**Note to Bidders:** The Contractor's Representative, Contracting Authority, Project Authority and contact information will be identified at the time of contract award.

# 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public 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 Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### 7.7 PAYMENT

#### 7.7.1 BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified with the Basis of Payment at Annex "B". Customs duties are excluded and Applicable Taxes are extra.

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

#### 7.7.2 LIMITATION OF EXPENDITURE

- Canada's total liability to the Contractor under the Contract must not exceed \$ Customs duties are included and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved. in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. our months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

## 7.7.3 MONTHLY PAYMENT

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

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

#### 7.7.4 DISCRETIONARY AUDIT

- 1. The following are subject to government audit before or after payment is made:
  - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.

- b. The accuracy of the Contractor's time recording system.
- c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
- d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
- 2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

#### 7.8 INVOICING INSTRUCTIONS

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

## Each invoice must be supported by:

- a. A copy of time sheets to support the time claimed;
- b. A copy of the release document and any other documents as specified in the Contract;
- c. A copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. A copy of the monthly progress report.

# Each invoice must include the following details:

- a. Monthly storage usage report of each Project Bundle in gigabytes (GB);
- b. A separate line item for each subparagraph in the Basis of Payment at Annex "B";
- Invoices must be distributed as follows:
  - One (1) electronic copy of each invoice must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment
  - b. One (1) electronic copy of each invoice must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION

#### 7.9.1 COMPLIANCE

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

# 7.9.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR

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

#### 7.10 APPLICABLE LAWS

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

## 7.11 PRIORITY OF DOCUMENTS

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

- A. the Articles of Agreement;
- B. the supplemental general conditions:
  - i. 4003 (2010-08-16), Supplemental General Conditions Licensed Software;
  - ii. 4004 (2013-04-25), Supplemental General Conditions Maintenance and Support Services for Licensed Software;
- C. the general conditions 2035 (2018-06-21), General Conditions Higher Complexity Services
- D. Annex A Statement of Requirement;
- E. Annex B Basis of Payment;
- F. Annex C Security Requirements Check List;
- G. Annex D Insurance Requirements
- H. the Contractor's bid dated \_\_\_\_\_.

#### 7.12 INSURANCE - SPECIFIC REQUIREMENT

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage

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must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 7.13 CONTROLLED GOODS PROGRAM - CONTRACT

A9131C (2014-11-27), Controlled Goods Program - Contract

- 1. As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program
- 2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.
  - Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.
- 3. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

#### 7.14 LIMITATION OF LIABILITY - INFORMATION MANAGEMENT / INFORMATION TECHNOLOGY

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

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

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

## 3. Third Party Claims:

- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the

Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

# **ANNEX A - STATEMENT OF REQUIREMENT**

#### **8.1 TITLE**

SaaS Solution for File Sharing and Project Coordination

#### **8.2 BACKGROUND**

The Department of Foreign Affairs, Trade and Development Canada's (DFATD) objective is to maintain, expand and renew Canadian public assets worldwide by using recognized best practices in order to deliver projects on time and on budget. Challenges in meeting this objective include:

- DFATD is managing a large portfolio of sizable, complex projects;
- Project partners are geographically dispersed worldwide; and
- There are multiple contributors and stakeholders within DFATD as well as external consultants.

The use of appropriate project management software tools is an essential component of DFATD's strategy for managing these international projects. DFATD has embraced web technologies to facilitate the delivery of projects abroad. In order to meet operational demands for DFATD's diverse requirements, DFATD has identified a requirement for external Contractors to provide a secure on-line collaboration service.

#### **8.3 REQUIREMENT**

The Contractor must provide a secure internet-based application capable of tracking multiple projects simultaneously and their associated data. The Contractor must host, maintain and support this application.

The online application provided by the Contractor is required to provide the medium for the viewing, sharing, secure and encrypted transfer of data and information. The successful bidder will therefore provide a fully hosted Internet based framework into which effective on-line collaboration can take place.

#### **8.4 SCOPE OF REQUIREMENT**

The application must include but is not limited to the following components:

## A. SECURITY

The application must meet but is not limited to the following security measures:

- Secure login with Secure Socket Layer (SSL) (Responds only on port 443)
  - Mandatory passwords for all users with a minimum of 8 characters including:
    - a mix of uppercase & lowercase;
    - and at least one special character
  - Password change must be enforced at first login
  - Maximum password lifetime of six (6) months must be enforced
  - Users must have the ability to change their password at any time
  - Users must be able to re-set a forgotten password at any time
  - An automated process with user recovery questions & answers

- All communications must be encrypted using an algorithm approved by the Communications Security Establishment Canada (CSEC) for processing PROTECTED B information
- All data must be encrypted using an algorithm approved by the CSEC for processing PROTECTED B information
- Multiple levels of application security (permission based)
- Authorize users with login credentials can access the system and only those components for which access has been granted by a system/project administrator. Users must only be able to see the projects that the user has been granted access
- Authorized system/project administrators can configure system functionality, including security controls for each individual project as follows:
  - o add & remove project team members
  - assign users access privileges on each individual folder and must include but is not limited to the following access privileges:
    - No Access
    - File Upload
    - File Move
    - File Copy
    - File Edit
    - File Delete
    - File Rename
    - File Save (Download)
  - system default for user access privilege must be "No Access"
  - the ability to view the audit logs for all user projects for each individual user
    - the ability to print reports from the audit logs
- The application must timeout and automatically terminate the user session after fifteen (15) minutes of session inactivity

# **B.** Setup and Configuration

The server must include but is not limited to the following setup and configuration settings:

- Hosted in a secure hosting facility with multiple redundant inter connectivity with a backup offsite facility residing in Canada.
- No software to installation required
- No plug-ins to install (i.e. ActiveX, Java, Flash)
- All features must be fully functional in Internet Explorer 5.0+, Google Chrome, an Mozilla 2.0+
- Application code and projects data must be hosted an maintained by the Application Service Provider (ASP)

## C. Licensing/Software

The application licensing and software must include but is not limited to the following:

- No licensing requirements
- Unlimited number of total and concurrent application users
- Unlimited number of projects
- Unlimited storage space capacity per project

## D. Application Features

The application features must include but is not limited to the following:

- Full bilingual capabilities (English and French)
- 100% web-based
- Reporting capabilities must include but is not limited to the following information:
  - Members activity
  - Usage 0
  - Time stamp of documents
  - Time stamp of member activities
- Project Team capabilities must include but is not limited to the following:
  - Ability to create new Project Teams
  - Permission granting to Project Teams including:
    - Permission to view
    - Addition of members
    - Add and delete files
    - Administrator rights to other members
- On-Demand project archiving capabilities to close projects and archive files as requested

## E. Team Sharing

The application's team sharing must include but is not limited to the following features:

- Ability to create groups of members
- Ability to provide a "private" team feature that allows team members to only see the project administrators and not the other team members

#### F. Document Management

The application's document management must include but is not limited to the following features:

- Ability to manage documents via virtual file system
- Features must include:
  - Upload Document
  - Move Document
  - Copy Document

- Delete Document
- Rename Document
- Save Document (Download)
- Ability to provide permission based multi-level document folder structures including: None, View, Add, Edit
- Ability to upload and retrieve files without limitation of file format or size
- Ability to update and download files individually and in batches of multiple files

## G. Audit Log

An automated audit log must be maintained of each user's activity. The date & time of the following activities must be logged:

- User login
- File access
  - File Upload
  - File Move
  - File Copy
  - File Edit
  - File Delete
  - File Rename
  - o File Save (Download)

## H. Project Reporting

The application's project reporting must include but is not limited to the following features:

- Ability to report members' activities: last login date and time
- Ability to report on operations on files and folders
  - Files uploaded, downloaded, renamed, moved, copied, deleted actions and who/when
- Ability to report on member management:
  - Members added, deleted, date/time

## I. Project Archiving

The application's project archiving must include but is not limited to the following features:

- The ability to provide a project archive on as and when required basis;
- Archive must include all project data and customized filing structure;
- Archive must be provided in duplicate on appropriate media (CD/DVD/External drive).

## J. Project Administration

Project administration tasks must be performed by DFATD project administrator (PA) or a
designated individual. The PA must have a complete, non-restricted access to all the
shared project data.

- PA tasks may include, but are not limited to:
  - Ability to add/delete members to/from a project
  - Ability to easily modify existing members' information
  - Ability to manage members' permissions
  - o Ability to set permissions on a per member basis
  - o Ability to set permissions on a per folder (directory) basis
  - Ability to set default permission to each managed folder independently. New members added to the project will be granted the manageable default permissions scheme
  - Ability to allow a single user to be a member of multiple independent projects.

# K. Availability and Reliability

- The proposed solution must be accessible from the Internet, on a 24-hour, 7 day a week basis due to the international nature of DFATDs projects;
- Routine system maintenance must be scheduled to occur on weekends between, midnight and 08:00 h. EST;
  - Such maintenance must follow a regular, published schedule (e.g. first Sunday of every month).
- Prior to conducting any activity that will cause a service interruption (e.g. restarting a server) the vendor must provide sufficient notice to enable all active users to save their work and logoff;
- The vendor must provide ongoing second level technical support Mondays through Fridays, 08:00 to 17:00 EST;
- Included with the proposal, the Proponent must provide:
  - Documented procedures for the testing and implementation of operating system security patches, any software changes (including bug fixes), and malicious code prevention software/data updates.

## L. Local Training and Support

- Must provide fully bilingual (English and French languages) technical support by telephone;
- Telephone help desk support must be available between 08:00 AM to 5:00 PM EST; and
- Local training and telephone support must be available on 24 hour notice within the
  National Capital Region or via videoconferencing. Training will be used to enhance web
  site usage performance and the Proponent will provide all supporting documentation
  materials for an overview of basic features and functions for users to be operational with
  application.

## 8.5 INITIAL START-UP SERVICES

The Contractor must provide a two (2) hour training session to the Project Authority and DFATD employees on the proposed application. The training session must include but is not limited to:

Overview of the application's capabilities

- Provide an instructional user manual on the proposed application
- Provide a list of Frequently Asked Questions (FAQ) and answers

## **8.6 LANGUAGE**

The application must be fully bilingual (English & French). The Contractor is required to provide fully bilingual (English & French) services, including, training and support for the proposed application. The Contractor must ensure that all verbal and written communication with the Department is in the preferred language of the Project Authority.

#### **8.7 SECURITY REQUIREMENT**

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

## 8.8 INFORMATION TECHNOLOGY SECURITY REQUIREMENT

The Contractor must comply with the information technology (IT) security requirements detailed in **Annex E – DFATD Security Assessment and Authorization Requirements** and **Attachment 1 to Annex E – Information Technology Security Technical for Cloud Service** during the entire duration of the contract.

# **ANNEX B - BASIS OF PAYMENT**

During the period of the Contract, for work performed in accordance with the Contract, the Contractor will be paid as specified below:

# 9.1 CONTRACT PERIOD

The Contractor will be paid accordance with the tables below:

Table 9.1 A - Initial Period

	Table 9.1 A – Initial Period						
Item No.	Product	Period	Quantity	Unit Price	Extended Price		
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to Sixty (60) Projects Bundle  • Up to six-hundred (600) gigabyte (GB) of storage	November 1, 2019 to October 31, 2020	12				
2	Initial Start-Up Services  Two (2) hour training session	November 1, 2019 to October 31, 2020	1				
3	Additional Storage Usage  • For any additional storage usage exceeding the limit of Item No. 1 per month  • Price per one (1) gigabyte (GB)	November 1, 2019 to October 31, 2020	Additional usage to be determined at the end of each month		Quantity x Unit Price = Extended Price		
			1	Total (CAD):			

Table 9.1 B - Optional Bundle 1 (Initial Period)

Table 9.1 B – Optional Bundle 1 (Initial Period)						
Item No.	Product	Period	Quantity	Unit Price	Extended Price	
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2019 to October 31, 2020	Up to 12			

Table 9.1 C - Optional Bundle 2 (Initial Period)

	Table 9.1 C – Optional Bundle 2 (Initial Period)							
Item No.	Product	Period	Quantity	Unit Price	Extended Price			
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2019 to October 31, 2020	Up to 12					
	Total (CAD):							

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in the Contract.

#### 9.2 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 extend 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.

#### 9.2.1 OPTION PERIOD 1

Table 9.2.1 A - Option Period 1

No.  Product  Period  Quantity  Unit Price  Price  One (1) Month of SaaS Solution for File Sharing and Project Coordination  Up to Sixty (60) Projects Bundle  Up to six-hundred (600) gigabyte (GB) of storage  Additional Storage Usage For any additional storage usage exceeding  November 1, 2020 Additional usage to be  Additional  Repriod  Quantity  Unit Price  Price  Additional  12  Additional usage to be	Table 9.2.1 A – Option Period 1							
for File Sharing and Project Coordination  • Up to Sixty (60) Projects Bundle • Up to six-hundred (600) gigabyte (GB) of storage  Additional Storage Usage • For any additional storage usage exceeding the limit of Item No. 1 per month • Price per one (1)  November 1, 2020 to October 31, 2021  Additional usage to be determined at the end of each month  Quantity x Price = Exte Price		Product	Period	Quantity	Unit Price	Extended Price		
<ul> <li>For any additional storage usage exceeding the limit of Item No. 1 per month</li> <li>Price per one (1)</li> <li>Additional usage to be determined at the end of each month</li> </ul>	1	for File Sharing and Project Coordination  • Up to Sixty (60) Projects Bundle  • Up to six-hundred (600)	,	12				
	2	<ul> <li>For any additional storage usage exceeding the limit of Item No. 1 per month</li> <li>Price per one (1)</li> </ul>		usage to be determined at the end of		Quantity x Unit Price = Extended Price		

### Table 9.2.1 B - Optional Bundle 1 (Option Period 1)

	Table 9.2.1 B – Optional Bundle 1 (Option Period 1)							
Item No.	Product	Period	Quantity	Unit Price	Extended Price			
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2020 to October 31, 2021	Up to 12					
	Total (CAD):							

## Table 9.2.1 C - Optional Bundle 2 (Option Period 1)

Table 9.2. C – Optional Bundle 2 (Option Period 1)							
Item No.	Product	Period	Quantity	Unit Price	Extended Price		
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2020 to October 31, 2021	Up to 12				
	Total (CAD):						



#### 9.2.2 OPTION PERIOD 2

## Table 9.2.2 A - Option Period 2

	Table 9.2.2 A – Option Period 2							
Item No.	Product	Period	Quantity	Unit Price	Extended Price			
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to Sixty (60) Projects Bundle  • Up to six-hundred (600) gigabyte (GB) of storage	November 1, 2021 to October 31, 2022	12					
2	For any additional storage usage exceeding the limit of Item No. 1 per month     Price per one (1) gigabyte (GB)	November 1, 2021 to October 31, 2022	Additional usage to be determined at the end of each month		Quantity x Unit Price = Extended Price			
	Total (CAD):							

#### Table 9.2.2 B – Optional Bundle 1 (Option Period 2)

Table 9.2.2 B – Optional Bundle 1 (Option Period 2)						
Item No.	Product	Period	Quantity	Unit Price	Extended Price	
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2021 to October 31, 2022	Up to 12			
				Total (CAD):		

### Table 9.2.2 C - Optional Bundle 2 (Option Period 2)

	Table 9.2.2 C – Optional Bundle 2 (Option Period 2)							
Item No.	Product	Period	Quantity	Unit Price	Extended Price			
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2021 to October 31, 2022	Up to 12					
	Total (CAD):							



#### 9.2.3 OPTION PERIOD 3

## Table 9.2.3 A - Option Period 3

	Table 9.2.3 A – Option Period 3							
Item No.	Product	Period	Quantity	Unit Price	Extended Price			
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to Sixty (60) Projects Bundle  • Up to six-hundred (600) gigabyte (GB) of storage	November 1, 2022 to October 31, 2023	12					
2	For any additional storage usage exceeding the limit of Item No. 1 per month     Price per one (1) gigabyte (GB)	November 1, 2022 to October 31, 2023	Additional usage to be determined at the end of each month		Quantity x Unit Price = Extended Price			
			l	Total (CAD):				

#### Table 9.2.3 B – Optional Bundle 1 (Option Period 3)

Table 9.2.3 B – Optional Bundle 1 (Option Period 3)							
Item No.	Product	Period	Quantity	Unit Price	Extended Price		
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2022 to October 31, 2023	Up to 12				
				Total (CAD):			

### Table 9.2.3 C - Optional Bundle 2 (Option Period 3)

Table 9.2.3 C – Optional Bundle 2 (Option Period 3)							
Item No.	Product	Period	Quantity	Unit Price	Extended Price		
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2022 to October 31, 2023	Up to 12				
Total (CAD):							

## **ANNEX C - SECRUTIY REQUIREMENTS CHECK LIST**

Government of Canada Gouvernement du Canada

COMMON-PS-SRCL#40

Contract Number / Numéro du contrat 19-152982 Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

	RIFICATION DES EXIGENCES RELA	ITIVES À LA SÉCURITÉ (LVERS)
PART A - CONTRACT INFORMATION / PART 1. Originating Government Department or Orga	IE A - INFORMATION CONTRACTUELLE	Branch or Directorate / Direction generale ou Direction
Ministère ou organisme gouvernemental d'or		AWPO
3. a) Subcontract Number / Numéro du contrat	de sous-traitance 3. b) Name and /	Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Breve description	du travail	
Contractor will host a private cloud serv	er to store documents at the PROTEC	TED B level and provide accessibility through the cloud to
our authorized Project Officers		
<ol> <li>a) Will the supplier require access to Control Le foumisseur aura-t-il acces à des march</li> </ol>		No Ves
5. b) Will the supplier require access to unclass Regulations? Le fournisseur aura-t-il accès à des donné sur le contrôle des données techniques?		rovisions of the Technical Data Control  Yes  Non  Yes  Oui
3. Indicate the type of access required / Indique	er le type d'accès requis	
(Specify the level of access using the char (Préciser le niveau d'accès en utilisant le t	ont-ils accès à des renseignements ou à de t in Question 7. c) ableau qui se trouve à la question 7. c)	s biens PROTÉGÉS et/ou CLASSIFIÉS? Non Y Oui
PROTECTED and/or CLASSIFIED informa Le fournisseur et ses employés (p. ex. net à des renseignements ou à des biens PRO	ation or assets is permitted. toyeurs, personnel d'entretien) auront-ils a DTÉGÉS et/ou CLASSIFIÉS n'est pas auto	coess to restricted access areas? No access to No No Ves ocès à des zones d'accès restreintes? L'accès risé.
<ol> <li>c) Is this a commercial courier or delivery req S'agit-il d'un contrat de messagerie ou de</li> </ol>	juirement with no overnight storage? Iivraison commerciale sans entreposage d	e nuit? No Yes
<ol><li>a) Indicate the type of information that the su</li></ol>	pplier will be required to access / Indiquer	e type d'information auquel le fournisseur devra avoir accès
Canada ✓	NATO / OTAN	Foreign / Étranger
<ol><li>b) Release restrictions / Restrictions relatives</li></ol>		
No release restrictions Aucume restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion
Not releasable À ne pas diffuser	_	
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s	) pays : Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information	3.6	
PROTECTED A	NATO UNCLASSIFIED	PROTECTED A
PROTÉGÉ A	NATO NON CLASSIFIÉ	PROTÉGÉ A
PROTECTED B		
	NATO RESTRICTED	PROTECTED B
PROTĖGĖ B ✓	NATO DIFFUSION RESTREINTE	PROTÉGÉ B
PROTÈGÈ B ✓ PROTECTED C	NATO DIFFUSION RESTREINTE NATO CONFIDENTIAL	PROTÉGÉ B PROTECTED C
PROTÉGÉ B PROTECTED C PROTÉGÉ C	NATO DIFFUSION RESTREINTE NATO CONFIDENTIAL NATO CONFIDENTIEL	PROTÉGÉ B PROTECTED C PROTÉGÉ C
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

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# Affaires étrangères, Commerce et Développement Canada

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#### COMMON-PS-SRCL#40



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19-152982	
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PART A (con	utinued) / PARTIE A (suite)		
8. Will the su	pplier require access to PROTECTE	D and/or CLASSIFIED COMSEC information or assets?	/ No Yes
	eur aura-t-il accès à des renseigne cate the level of sensitivity:	ments ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	Y Non L Oui
Dans l'affin	mative, indiquer le niveau de sensib	oilité :	
		ensitive INFOSEC information or assets? ments ou à des biens INFOSEC de nature extrêmement délicate?	V No Yes Non Oui
7 5 1 4 M. I. I. CO.	120125 MC-124 CO1 724-24-24-14-14-14-14-16-16-16-16-16-16-16-16-16-16-16-16-16-		L Non L Ou
Short Title	s) of material / Titre(s) abrégé(s) du Number / Numéro du document :	ı matériel :	
		B - PERSONNEL (FOURNISSEUR)	· ·
10. a) Person	nel security screening level required	d / Niveau de contrôle de la sécurité du personnel requis	
	RELIABILITY STATUS	CONFIDENTIAL SECRET TOP SEC	RET
<b>Y</b>	COTE DE FIABILITÉ	CONFIDENTIEL SECRET TRÈS SE	CRET
	TOP SECRET - SIGINT TRÈS SECRET - SIGINT		TOP SECRET TRÈS SECRET
	SITE ACCESS ACCÈS AUX EMPLACEMENTS		
	Special comments:		
	Commentaires spéciaux :		75
			140
		ing are identified, a Security Classification Guide must be provided. ux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être	- fourni
	screened personnel be used for po	rtions of the work?	No Yes
0.735.000		peut-il se voir confier des parties du travail?	Non Oui
	will unscreened personnel be escor affirmative, le personnel en question		V Non Yes Non Oui
0.000,000.0		3000 DE 1800 D	
	ION / ASSETS / RENSEIGNEM	E C - MESURES DE PROTECTION (FOURNISSEUR)	
IN COMPA	TOTAL POSE TO THE REPORT OF THE PROPERTY OF TH	EN 37 DEN3	
11. a) Will the	supplier be required to receive and	d store PROTECTED and/or CLASSIFIED information or assets on its site or	No / Yes
premis		d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	□ Non V Oui
	SIFIÉS?	d entreposer sur place des renseignements od des diens PROTEOES evou	
e e Latere et .		COMPTO Library	The Francisco
	e supplier be required to safeguard ( misseur sera-t-il tenu de proteger de	es renseignements ou des biens COMSEC?	✓ No Yes Non Oui
PRODUCTI	ON CONTRACTOR		93 - USUSHINET - UZ0201
PRODUCII	ON		
11 c) Will the	need action (manufacture, and/or rans	air and/or modification) of PROTECTED and/or CLASSIFIED material or equipment	□ No □ Yes
occur a	it the supplier's site or premises?		√ Non Oui
	tallations du foumisseur serviront-elle LASSIFIÉ?	s à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ	\$ 100 m
evou	CASSIFIE:		
INFORMATI	ON TECHNOLOGY (IT) MEDIA /	SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
Union Carlo March			West Contracts Andrews Contract
		tems to electronically process, produce or store PROTECTED and/or CLASSIFIED	No V Yes Non V Oui
	ation or data? nisseur sera-t-il tenu d'utiliser ses oro	pres systèmes informatiques pour traiter, produire ou stocker électroniquement des	Non LOui
	nements ou des données PROTÉGÉ		
11 a\\ABI fac	n ho an alastronio link hatusan tha e	supplier's IT systems and the government department or agency?	□ No □Yes
		e système informatique du fournisseur et celui du ministère ou de l'agence	√ NonOui
gouven	nementale?		
		28 S	
TBS/SCT 3	50-103(2004/12)	Security Classification / Classification de sécurité	O 100
		UNCLASSIFIED	Canadä

## Affaires étrangères, Commerce et Développement Canada

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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED Canadä'

#### ANNEX D - INSURANCE REQUIREMENTS

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in the amount of the total estimated cost for the Contract or \$1,000,000.00, whichever is more, per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the



Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

#### For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario K1A 0H8

#### For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

# ANNEX E - DFATD SECURITY ASSESSMENT AND AUTHORIZATION REQUIREMENTS

The Department of Foreign Affairs, Trade and Development Canada (DFATD) Security Assessment and Authorization (SA&A) process is the mechanism by which risk to an Information Technology (IT) system is understood, mitigated and consistently and measurably managed throughout its lifecycle.

The DFATD's SA&A process establishes review points which are intended to promote a "security by design" philosophy. Each review point corresponds to an increasing level of detail in the architecture, design implementation and operational phases of the delivered solution. The completion of a review point becomes a milestone. Each milestone follows a review of security requirements, continuity in the design, and a validation that security mechanisms are both present and adequate.

The requirements for each "milestone" are described below.

## 10.1 MILESTONE 1 – SECURITY ASSESSMENT AND AUTHORIZATION (HIGH-LEVEL SECURITY DESIGN)

Milestone 1 is established after completion of an architecture or high-level design phase. The requirements for milestone 1 are as follows:

- 1. The Contractor must provide a High-Level Security Design that must include:
  - a high-level component diagram that clearly shows the overall architecture, the allocation of services and components to network security zones, and identifies key security-related data flows;
  - b. a description of the network zone perimeter defences;
  - c. a description of the approach to data segregation;
  - d. descriptions of the allocation of all technical security requirements to high-level service design elements at all architectural layers;
  - e. descriptions of the allocation of all non-technical security requirements to high-level organizational or operational elements;
  - f. allocation of the security requirements at each of the architecture layers of the high-level service design;
  - g. definition of the architectural layers (e.g., communications layer, virtualization layer, platform/OS layer, data management layer, middleware layer, business application layer);
  - h. a description of the approach for remote management;
  - i. a description of the approach for access control;
  - j. a description of the approach for security management and audit;
  - k. a description of the approach for configuration management;
  - I. a description of the approach for patch management;
  - m. a description of the approach for the disposal and sanitization of Canada's data;
  - n. the decommissioning process to follow when the system is no longer required; and
  - o. justification for key design decisions

- The Contractor must provide a Security Requirements Traceability Matrix (SRTM) that contains
  the following information for each security requirement in accordance with Attachment 1 to
  Annex E Information Technology Security Technical for Cloud Service:
  - a. the security requirement identifier (SR);
  - b. the security requirement statement;
  - c. a description of how the security requirement is addressed in the High-Level Security Design in sufficient detail to allow Canada to confirm that the security safeguards satisfy the security requirements; and
  - d. the title of the Contract deliverable(s) in which the Contractor will provide the details of its security solution for the requirement

## 10.2 MILESTONE 2 – SECURITY ASSESSMENT AND AUTHORIZATION (DETAILED SECURITY DESIGN)

Milestone 2 is established after completion of a detailed design phase. The requirements for milestone 2 are as follows:

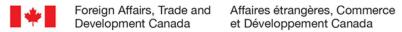
- 1. The Contractor must provide a Detailed Security Design that includes:
  - a detailed component diagram (this must be a refinement of the high-level component diagram);
  - descriptions of the allocation of technical security mechanisms to detailed service design elements;
  - c. descriptions of the allocation of non-technical security mechanisms to high-level organizational or operational elements; and
  - d. justification for key design decisions.
- 2. The Contractor must provide an SRTM that includes the following information for each security requirement in accordance with **Attachment 1 to Annex E Information Technology Security Technical for Cloud Service**:
  - a. the security requirement identifier (SR);
  - b. the security requirement statement;
  - c. a description of how the security requirement is addressed in the Detailed Security Design in sufficient detail to allow Canada to confirm that the security safeguards satisfy the security requirements; and
  - d. the title of the Contract deliverable(s) in which the Contractor will provide the details of its security solution for the requirement (e.g., service continuity plan)

## 10.3 MILESTONE 3 – SECURITY ASSESSMENT AND AUTHORIZATION (SECURITY TEST PLAN AND RESULTS)

Milestone 3 is established after completion of Security Testing of a release or build. The requirements for milestone 3 are as follows:

- 1. The Contractor must provide a Security Test Plan that includes:
  - a. the security functions to be tested; and
  - b. for each security function or sets of security functions, the items to be tested including:
    - i. a description of the test case, procedure, or scenario;
    - ii. environmental requirements; and

- iii. evaluate expected results (i.e., pass/fail criteria).
- 2. The Contractor must conduct Security Testing according to the Security Test Plan; and
- 3. The Contractor must provide Security Test results and correct deficiencies identified outside of expected results.



## **ATTACHMENT 1 TO PART 3 - BID SUBMISSION FORM**

BID S	SUBMISSION FO	ORM
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
evaluation purposes (e.g., clarifications)	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Bidder's Procurement Business Number (PBN)		
[see the Standard Instructions 2003]		
Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.		
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants  See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	the bid solicitat Yes No If yes, provide	
		FPS who received a lump sum payment s of the Work Force Adjustment Directive?

	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"			
Security Clearance Level of Bidder				
[include both the level and the date it was granted]				
Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.				
On behalf of the Bidder, by signing below, I condocuments incorporated by reference into the	onfirm that I have read the entire bid solicitation including the bid solicitation and I certify that:			
<ol> <li>The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li> <li>This bid is valid for the period requested in the bid solicitation;</li> <li>All the information provided in the bid is complete, true and accurate; and</li> <li>If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>				
Signature of Authorized Representative of Bidder				

### ATTACHMENT 2 TO PART 3 - PRICING SCHEDULE

The pricing schedule below is for evaluation purposes only during the solicitation process and does not represent a commitment of the future usage.

Table 9.1 A - Initial Period

	Table 9.1 A – Initial Period									
Item No.	Product	Period	Quantity	Unit Price	Extended Price					
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to Sixty (60) Projects Bundle  • Up to six-hundred (600) gigabyte (GB) of storage	November 1, 2019 to October 31, 2020	12							
2	Initial Start-Up Services  Two (2) hour training session	November 1, 2019 to October 31, 2020	1							
3	For any additional storage usage exceeding the limit of Item No. 1 per month     Price per one (1) gigabyte (GB)	November 1, 2019 to October 31, 2020	Additional usage to be determined at the end of each month		Quantity x Unit Price = Extended Price					
	,	1	1	Total (CAD):						

Table 9.1 B - Optional Bundle 1 (Initial Period)

	Table 9.1 B – Optional Bundle 1 (Initial Period)									
Item No.	Product	Period	Quantity	Unit Price	Extended Price					
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2019 to October 31, 2020	Up to 12							
				Total (CAD):						

Table 9.1 C - Optional Bundle 2 (Initial Period)

	Table 9.1 C – Optional Bundle 2 (Initial Period)										
Item No.	Product	Period	Quantity	Unit Price	Extended Price						
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2019 to October 31, 2020	Up to 12								
	Total (CAD):										

#### **OPTION PERIOD 1**

## Table 9.2.1 A - Option Period 1

	Table 9.2.1 A – Option Period 1										
Item No.	Product	Period	Quantity	Unit Price	Extended Price						
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to Sixty (60) Projects Bundle  • Up to six-hundred (600) gigabyte (GB) of storage	November 1, 2020 to October 31, 2021	12								
2	Additional Storage Usage  • For any additional storage usage exceeding the limit of Item No. 1 per month  • Price per one (1) gigabyte (GB)	November 1, 2020 to October 31, 2021	Additional usage to be determined at the end of each month		Quantity x Unit Price = Extended Price						

### Table 9.2.1 B - Optional Bundle 1 (Option Period 1)

	Table 9.2.1 B – Optional Bundle 1 (Option Period 1)									
Item No.	Product	Period	Quantity	Unit Price	Extended Price					
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2020 to October 31, 2021	Up to 12							
				Total (CAD):						

## Table 9.2.1 C - Optional Bundle 2 (Option Period 1)

	Table 9.2. C – Optional Bundle 2 (Option Period 1)										
Item No.	Product	Period	Quantity	Unit Price	Extended Price						
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2020 to October 31, 2021	Up to 12								
				Total (CAD):							



#### **OPTION PERIOD 2**

## Table 9.2.2 A - Option Period 2

	Table 9.2.2 A – Option Period 2										
Item No.	Product	Period	Quantity	Unit Price	Extended Price						
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to Sixty (60) Projects Bundle  • Up to six-hundred (600) gigabyte (GB) of storage	November 1, 2021 to October 31, 2022	12								
2	For any additional storage usage exceeding the limit of Item No. 1 per month     Price per one (1) gigabyte (GB)	November 1, 2021 to October 31, 2022	Additional usage to be determined at the end of each month		Quantity x Unit Price = Extended Price						
				Total (CAD):							

## Table 9.2.2 B - Optional Bundle 1 (Option Period 2)

	Table 9.2.2 B – Optional Bundle 1 (Option Period 2)									
Item No.	Product	Period	Quantity	Unit Price	Extended Price					
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2021 to October 31, 2022	Up to 12							
				Total (CAD):						

### Table 9.2.2 C - Optional Bundle 2 (Option Period 2)

	Table 9.2.2 C – Optional Bundle 2 (Option Period 2)							
Item No.	Product	Period	Quantity	Unit Price	Extended Price			
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2021 to October 31, 2022	Up to 12					
	Total (CAD):							

#### **OPTION PERIOD 3**

## Table 9.2.3 A - Option Period 3

Table 9.2.3 A – Option Period 3							
Item No.	Product	Period	Quantity	Unit Price	Extended Price		
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to Sixty (60) Projects Bundle  • Up to six-hundred (600) gigabyte (GB) of storage	November 1, 2022 to October 31, 2023	12				
2	Additional Storage Usage     For any additional storage usage exceeding the limit of Item No. 1 per month     Price per one (1) gigabyte (GB)	November 1, 2022 to October 31, 2023	Additional usage to be determined at the end of each month		Quantity x Unit Price = Extended Price		
				Total (CAD):			

### Table 9.2.3 B - Optional Bundle 1 (Option Period 3)

	Table 9.2.3 B – Optional Bundle 1 (Option Period 3)							
Item No.	Product	Period	Quantity	Unit Price	Extended Price			
1	One (1) Month of SaaS Solution for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100) gigabyte (GB) of storage	November 1, 2022 to October 31, 2023	Up to 12					
Total (CAD):								

## Table 9.2.3 C - Optional Bundle 2 (Option Period 3)

No.  Product  Period  Quantity  Unit Price  One (1) Month of SaaS Solution for File Sharing and Project  Coordination  • Up to ten (10) additional Projects Bundle  November 1, 2022 to October 31, 2023  Up to 12	Table 9.2.3 C – Optional Bundle 2 (Option Period 3)							
for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  November 1, 2022 to October 31, 2023 Up to 12		Product	Period	Quantity	Unit Price	Extended Price		
gigabyte (GB) of storage	1	for File Sharing and Project Coordination  • Up to ten (10) additional Projects Bundle  • Up to one-hundred (100)	-	Up to 12				



Solicitation No. 19-152982

#### ATTACHMENT 1 TO PART 4 - BID EVALUATION CRITERIA

#### **EVALUATION CRITERIA**

The proposal will be evaluated and scored in accordance with specific evaluation criteria as detailed herein. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the bidder's response. Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation and will be deemed non-compliant. Cutting and pasting the experience into the resumes will not suffice.

The bidder should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience as they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two projects references is seven (7) months. Bidders are asked to indicate on the resumes how many months/years are to be counted for each project.

For each criterion, details should be provided regarding the qualifications, relevant experience and expertise of the proposed personnel. For mandatory and point rated requirements, the experience of the proposed resource(s) must be clearly identified by providing a summary/description of the previous projects worked on and indicating when the work was carried out, the dollar value and the client.

Curriculum vitae of the proposed resource must be provided. Also, the evaluation criteria matrix must be used to answer the mandatory and point rated criteria. Therefore, the answers are to be entered directly into the matrix, explaining how each criterion has been met, while referencing both the page and project numbers as indicated in the resume.

#### MANDATORY REQUIREMENTS

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Proposals failing to adequately respond 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.



#### **BIDDER EVALUATION SHEET**

Title: SaaS Solution for File Sharing and Project Coordination

Requirement: SaaS Solution for File Sharing and Project Coordination at the Protected B level.

#### Bidder:

**Evaluators' Name:** 

Mandatory Criteria Requirements	Met	Not Met	Reference/Comments
'	Met	NOT MEL	Kelefelice/Collillelits
M1 – The bidder must provide a valid Facility Security Clearance with approved Document Safeguarding at the level of PROTECTED B issued by the Canadian and International Industrial Security Directorate, Public Works and Government Services Canada (PWGSC) at the time of bid closing.			
M2 – The Bidder must demonstrate using detailed <b>project</b> descriptions three (3) projects within the last five (5) years as of bid closing, of the same size and scope as described in <b>Annex A</b> - Statement of Requirement, of providing SaaS Solution for File Sharing and Project Coordination.			
Project description must include but not limited to the following:			
<ul> <li>i. Full name of the client with point of contact details;</li> <li>ii. Corporate role in the project; and</li> <li>iii. Dates and duration of the online collaboration services</li> <li>iv. Storage management plan that depicts where and how the data will be obtained, used and stored,</li> <li>v. Size and scope of the project;</li> </ul>			
<b>Note:</b> Evidence of secure data storage in adherence to Government of Canada data privacy and data storage and residency policies which are:			
<ul> <li>a. Privacy Act</li> <li>b. Personal Information Protection and Electronic Documents         Act (Specific safeguards and regulations in Part 6, Schedule 1)     </li> <li>c. Government of Canada Cloud Adoption Strategy</li> </ul>			
M3 – The Bidder must provide a proposal detailing all features and capabilities of their proposed application. This document must include responses to all evaluation criteria and how the tasks described in Annex A - Statement of Requirement will be met.			



<b>M4 –</b> The Bidder must demonstrate in their proposal that all sensitive		
electronic data under government control, that has been categorized		
as Protected B must be stored in a Government of Canada (GC)		
approved computing facility located within the geographic boundaries		
of Canada. This does not mean that the country of origin of the bidder		
must be Canada, as long as the bidder can ensure storage of data		
and backups are within the geographic boundaries of Canada.		

#### Point Rated Evaluation Criteria:

Proposals having successfully met all of the Mandatory Criteria will be evaluated against the following.

**Rated Criteria Requirements:** A bidder must obtain a minimum pass mark of 70% for their proposal in order to be considered responsive.

Point Rated Criteria	Point Allocation	Score	Reference/Comments
R1 – In addition to M2, the bidder should demonstrate their experience in providing bilingual SaaS Solution for File Sharing and Project Coordination for up to two (2) projects within the last five (5) years.  Note: Each project will be awarded points up to 15 points with a maximum of two (2) projects.	Client: Canadian Federal Government Entity: 15 points will be awarded for delivery of SaaS Solution for File Sharing and Project Coordination;		
Project description must include but not limited to the following:  a. Full name of the client with point of contact details; b. Corporate role in the project; and c. Dates and duration of the online collaboration services d. Storage management plan that depicts where and how the data will be obtained, used and stored, e. Size and scope of the project;	Client: Public Sector Government (Municipal or Provincial): 10 points will be awarded for delivery of SaaS Solution for File Sharing and Project Coordination;	/30	
	Client: Private Sector Business: 5 points will be awarded for delivery of SaaS Solution for File Sharing and Project Coordination;		

T			
R3 – In addition to the elements that the application			
must be capable of, in accordance with <b>8.4 Scope of</b>			
Requirement section D. Application Features of			
Annex A - Statement of Requirement, the bidder's			
proposed application should demonstrate that it provides			
the following additional features:			
Project Calendar capabilities			
i. Calendar Type			
ii. Option of display as daily, weekly, and			
monthly			
iii. Ability to add, modify, and remove			
project related events.	For each additional		
iv. Ability to be exported through Microsoft	feature provided, the		
Outlook	bidder will be awarded	10	
Project Dashboard (Current Project Activity)	two (2) points up to a	/8	
capabilities	maximum of eight (8)		
i. Quick view of the current or most recent	points.		
stream of project activities			
ii. Quick display of tasks			
iii. Quick view of upcoming project events			
Built-In email and external email integration			
capabilities			
Discussion forum capabilities			
i. Ability to add, reply, delete and			
moderate threads of discussions			
<b>Note:</b> In order to receive the two (2) points per feature,			
every feature's sub-points must be demonstrated. Sub-			
· · ·			
points are defined as: i, ii, iii, iv.			



1	For each additional feature provided, the bidder will be awarded two (2) points up to a maximum of four (4) points.	/4	
Ability to sort project data by document name, size, author and date added     Ability to send automated notifications upon	For each additional feature provided, the bidder will be awarded two (2) points up to a maximum of six (6) points.	/6	



must be capale Requirement - Statement of application shot following addit  1. Ability must i i. ii. ii. iv.  2. Ability must i i. ii. iii. 3. Ability real-ting be reful within 4. Ability on file i. ii. iii.	on to the elements that the application ble of, in accordance with 8.4 Scope of section H. Project Reporting of Annex A of Requirement, the bidder's proposed ould demonstrate that it provides the tional features:  It to report on members' activity, which include:  Members names and their organizations Number of visits to their respective workspace and number of logins  Status of the members (active or nonactive)  Type level of reliability (member or administrator)  It to report on project space usage, which include:  Current space usage  Peak space usage  Number of files and folders  It to provide reports on demand that include me information and, once generated, can reshed to illustrate changed information a single session  It to produce reports based on operations as and folders, which must include:  Report type (files and folders)  Operation Type (added, copied, removed, renamed, downloaded, moves, etc.)  Date ranges	For each additional feature provided, the bidder will be awarded two (2) points up to a maximum of eight (8) points.	/8	
<b>Note:</b> In order every feature's	Date ranges  to receive the two (2) points per feature, s sub-points must be demonstrated. Sub-ined as: i, ii, iii, iv.			



R7 – In addition to the elements that the application must be capable of in accordance with 8.4 Scope of Requirement section K. Availability and Reliability of Annex A - Statement of Requirement, the bidder's proposed application should demonstrate it provides the following additional features:  1. Document back up procedures, which must include:  i. Schedule for on- and off-site backup ii. Secure storage of backups iii. Secure transmission/transportation of backup data to the offsite location  Note: In order to receive the two (2) points per feature, every feature's sub-points must be demonstrated. Sub-points are defined as: i, ii, iii, iv.	For each additional feature provided, the bidder will be awarded two (2) points up to a maximum of two (2) points.	/2	
R8 – In addition to the elements that the application must be capable of in accordance with 8.4 Scope of Requirement of Annex A - Statement of Requirement, the bidder's proposed application should demonstrate it provides the following Project Dashboard capability:  1. Inform members about the latest project updates, including reminders for current scheduled events (7 days in advance) and the latest shared project file updates	For each additional feature provided, the bidder will be awarded two (2) points up to a maximum of two (2) points.	/2	



R9 – In addition to the elements that the application must be capable of in accordance with 8.4 Scope of Requirement of Annex A - Statement of Requirement, the bidder's proposed application should demonstrate it provides the following Agenda capabilities:  1. Ability for any project members to add and delete events from a centralized location 2. Ability to schedule private and public events 3. Ability to invite selected members to an event 4. Ability to notify other members via automatic notification about scheduled events they are invited/related to 5. Ability to have a daily, weekly, monthly and yearly views  Note: For each additional ability provided, the bidder will be awarded two (2) points up to a maximum of ten (10) points.	For each additional feature provided, the bidder will be awarded two (2) points up to a maximum of ten (10) points.	/10	
demonstrate it provides the following Searching capability:	For each additional feature provided, the bidder will be awarded two (2) points up to a maximum of two (2) points.	/2	
Minimum Pass Mark: 70% (65 out of 92)	Total Score:	/92	

Solicitation No. 19-152982

# ATTACHMENT 1 TO PART 5 – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION

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

	on-responsive or constitute a default under the Contract.
Social Developr (http://www.esde	mation on the Federal Contractors Program for Employment Equity visit Employment and nent Canada (ESDC) - Labour's website c.gc.ca/en/jobs/workplace/human rights/employment equity/federal contractor program. 73410787.154425323.1406223033).
	,
Date:date.)	(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing
Complete both A	A and B.
A. Check	only one of the following:
( )	A1. The Bidder certifies having no work force in Canada.
( )	A2. The Bidder certifies being a public sector employer.
( )	A3. The Bidder certifies being a federally regulated employer being subject to the <a href="Employment Equity Act">Employment Equity Act</a> .
( )	A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
( )	A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
	<ul> <li>( ) A5.1 The Bidder certifies already having a valid and current <u>Agreement to Implement Employment Equity</u> (AIEE) in place with ESDC-Labour.</li> </ul>
	OR
	<ul> <li>( ) A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC- Labour.</li> </ul>
B. Check of	only one of the following:
( )	B1. The Bidder is not a Joint Venture.
	OR
( )	B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).]



# ATTACHMENT 1 TO ANNEX E – INFORMATION TECHNOLOGY SECURITY TECHNICAL FOR CLOUD SERVICE

#### **GENERAL**

The contractor is responsible for demonstrating that they, and their Cloud Service Provider (CSP), if they subcontract out that function, meet and will continue to meet, for the duration of the contract, all IT security requirements.

The contractor must provide industry certifications and documentary artefacts (e.g., Concept of Operations, system design documentation, system architecture, topology diagram, data flow diagram(s), Standard Operating Procedures, or as noted herein) to demonstrate compliance with all Information Technology (IT) security requirements.

#### IT SECURITY REQUIREMENTS

Security Requirement Number	Title	Criterion
SR1	Use of Cloud Service Provider (CSP)	a. The contractor must use a Cloud Service Provider (CSP) for the processing, storing, and communication of all sensitive information in support of the contractor implementation and for any contractor-led administration of a Department of Foreign Affairs, Trade and Development Canada (DFATD) Program (includes any Web applications).
		b. The CSP is responsible to ensure there is a full suite of defense-in-depth information protection throughout its Infrastructure as a Service (laaS), Platform as a Service (PaaS), and/or Software as a Service (SaaS).
SR2	CSP Security Certifications	a. The bidder must demonstrate, <b>prior to contract award</b> , that the CSP referred in SR1 has received at least one of the following industry third-party certifications:
		<ul> <li>Cloud Security Alliance (CSA) Security, Trust and Assurance Registry (STAR) Level 2;</li> </ul>
		<ul> <li>International Organization for Standardization (ISO) 27001;</li> </ul>
		<ul> <li>Payment Card Industry (PCI) Data Security Standard (DSS); or</li> </ul>
		Service Organization Controls (SOC) Type II
		<ul> <li>The Contractor must ensure that the certifications used to comply with the cloud service provider security requirements are maintained and valid for the duration of the contract.</li> </ul>
		Note:

		A third-party certification requires an independent third party that is bound to be objective and to apply professional standards to the evidence it reviews and produces.
		2. The Federal Risk and Authorization Management Program (FedRAMP), is a US government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and service. FedRAMP certification may be considered on a case by case basis.
SR3	CSP Security Certifications Validation	a. The bidder must provide proof of its security certification(s) and applicable audit standards for its proposed solution in the form of a copy of a valid certificate or audit standard and describe how the certification or audit standard was assessed and obtained (i.e., 3rd party) for each IT Security certification and audit standard held.
		b. The bidder must also stipulate if the certification or audit standard applies to the whole solution or to a specified portion of their solution.
SR4	Information Handling	The contractor must demonstrate the confidentiality of all sensitive information is maintained at all times. This includes:
		a. In-transit: The bidder, COTS, and CSP) will implement a secure web connection that:
		i. is configured for HTTPS;
		ii. has HTTP Strict Transport Security (HSTS) enabled;
		iii. implements TLS 1.2, or subsequent versions, and uses supported cryptographic algorithms and certificates, as outlined in CSE's ITSP.40.062 Guidance on Securely Configuring Network Protocols, Section 3.1 for AES cipher suites and in ITSP.40.111 Cryptographic Algorithms for Unclassified, Protected A, and Protected B Information;
		iv. disables known-weak protocols such as all versions of Secure Sockets Layer (SSL) (e.g. SSLv2 and SSLv3) and older versions of TLS (e.g. TLS 1.0 and TLS 1.1), as per CSE ITSP.40.062
		v. disables known-weak ciphers (e.g. RC4 and 3DES)
		b. <b>At-rest</b> : Sensitive information stored within the CSP facility must be encrypted using CSEC approved



		cryptographic algorithms (refer to ITSP.40.111 https://www.cse-cst.gc.ca/en/node/1831/html/26515)
SR5	User Authentication	The contractor must:  a. Demonstrate that the solution enables Multi-Factor Authentication (MFA) for application administrator access and for user access to any Web application arising as part of the contract. Two of the multi-factors shall include, as a minimum, simple authentication (userid/password) and a user's smartphone device, or if relying on a software application residing on a device ensure that the application is compatible with Android, Blackberry, Apple, and Microsoft devices and tablets), and  b. Passwords for all users must include:  i. Minimum of 8 characters  ii. A mix of uppercase & lowercase and at least one special character  c. Password change must be enforced at first login;  d. Maximum password lifetime of six (6) months must be enforced;  e. Users must have the ability to change their password at any time;  f. Users must be able to re-set a forgotten password at any time; and  g. Knowledge-based password recovery process (minimum two questions)
SR6	Web Application	The contractor must demonstrate security due diligence for any Web application developed (when logins are required) and hosted by the CSP, by way of:  a. Role Based Access Control: The information system enforces a role-based access control policy over defined subjects and objects and controls access based upon roles approved by DFATD, that includes the following:  i. Multiple levels of application security (permission based)  ii. Authorize users with login credentials can access the system and only those components for which access has been granted by a system/project administrator. Users must only be able to see the projects that the user has been granted access  iii. Authorized system/project administrators can configure system functionality, including security controls for each individual project as follows:

II. assign users access privileges on individual folder and must include limited to the following access privileges on No Access	
a No Access	
• No Access	
• File Upload	
• File Move	
• File Copy	
• File Edit	
• File Delete	
File Rename	
File Save (Download)	
iv. system default for user access privile "No Access"	ege must be
v. the ability to view the audit logs for a for each individual user	II user projects
vi. the ability to print reports from the au	ıdit logs
vii. The application must timeout and au terminate the user session after fiftee minutes of session inactivity	•
b. System Use Notification: The information supports system use notifications using me warning banners displayed before individual information systems. System use notification only for access via logon interfaces with hur and are not required when such human intexist. The contractor shall consult with GAM and approval of warning banner content (effor a Privacy Notice Statement).	essages or als log in to ons are used uman users erfaces do not C for review
SR7 Security Incident The contractor must:	
Management  a. work with the DFATD IT Security Incident I the coordination of security incident management activities that include:	
i. integration of processes;	
ii. oversight;	
iii. security Incident handling and respo	nse;
iv. auditing; and	
v. Security Incident containment, eradic recovery	cation and



		vi implement mitigation measures (e.g. firewell
		vi. implement mitigation measures (e.g., firewall blocks, customized Intrusion Detection Prevention signatures, removing malicious malware) to contain a Security Incident, protect against cyber threats or address vulnerabilities
		vii. provide a Security Incident post-mortem report to GAC, within 72 hours of a request that includes, but is not limited to:
		Security Incident number;
		<ul> <li>Security Incident opened date;</li> </ul>
		<ul> <li>Security Incident closed date;</li> </ul>
		<ul> <li>description of Security Incident;</li> </ul>
		scope of Security Incident;
		chain of events / timeline;
		actions taken by Contractor;
		lessons learned;
		<ul> <li>limitations/issues with the contractor solution;</li> </ul>
		<ul> <li>recommendations to improve the contractor solution</li> </ul>
SR8	Application Audit	The Contractor must incorporate auditing for security- relevant events such as detected attacks, failed login attempts, and attempts to exceed authorization. The event shall include time and date, event description, application details, and other information useful in forensic efforts.
SR9	Secure Code	The Contractor must follow industry best practices, including but not limited to the following:
		<ul> <li>a. The Contractor must identify and follow a set of secure coding guidelines (Example: Safecode Fundamental Practices for Secure Software Development) when completing deliverables identified in the contract. Guidelines shall indicate how code should be formatted, structured, and commented.</li> <li>b. The Contractor must use a set of common security control programming interfaces (Example: The Open Web Application Security Project (OWASP) Enterprise Security API (ESAPI). Common security control programming interfaces shall define how security controls must be called and how security</li> </ul>
		controls shall function. c. All security-relevant code shall be thoroughly

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		requirements and coding guideline before it is considered ready for unit test  d. The software must not include any of the flaws described in the current "OWASP Top Ten Most Critical Web Application Vulnerabilities".  e. The Contractor warrants that the software shall not contain any code that does not support a software requirement and weakens the security of the application, including computer viruses, worms, time bombs, back doors, Trojan horses, Easter eggs, and all other forms of malicious code.
SR10	Security Roles	The Contractor must assign responsibility for security to a single senior technical resource, to be known as the Security Architect. The Security Architect will certify the security of each deliverable. The certification shall be identified as the "Security Certification Package".
SR11	Security Reviews	a. <b>Right to Review</b> : DFATD has the right to have the software reviewed for security flaws at their expense at any time within 60 days of delivery. The Contractor agrees to provide reasonable support to the review team by providing source code and access to test environments.
		b. <b>Scope of Review</b> : At a minimum, the review must cover all of the security requirements and should search for other common vulnerabilities. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review. The review may include destructive and non-destructive testing. The Contractor will be notified in advance of potential destructive tests.
		c. <b>Issues Discovered</b> : Security issues uncovered will be reported to the Contractor. All issues will be tracked and remediated as specified in SR12 (Security Issue Management).
SR12	Security Issue Management	a. <b>Identification</b> : The Contractor must track all security issues uncovered during the entire lifecycle, whether a requirements, design, implementation, testing, deployment, or operational issue. The risk associated with each security issue shall be evaluated, documented, and reported to DFATD as soon as possible after discovery.
		<ul> <li>Protection: The Contractor must appropriately protect information regarding security issues and associated documentation, to help limit the likelihood that vulnerabilities are exposed.</li> </ul>
		c. <b>Remediation</b> : Security issues that are identified before delivery shall be fixed by the Contractor prior to Security



		·
		Acceptance, as specified in SR15 (Security Acceptance). Security issues discovered after delivery shall be resolved as specified in SR15 (Security Acceptance)
SR13	Security Assessment	The Contractor shall comply with, and address all requirements in Annex E – DFATD Security Assessment and Authorization Requirements;
		b. The Contractor must incorporate the Annex E – DFATD Security Assessment and Authorization Requirements "milestones" in a project schedule and obtain approval of the project schedule by the DFATD Project Authority prior to commencing development work under the contract;
		<ul> <li>c. The Contractor must address all requirements stated in Annex E – DFATD Security Assessment and Authorization Requirements at each phase of the project, according to the approved project schedule;</li> </ul>
		d. The Contractor must submit all deliverables identified in Annex E – DFATD Security Assessment and Authorization Requirements for review and approval by the DFATD Project Authority, as a "milestone" prior to commencing the next phase of development; and
		e. The Contractor must include the Security Requirements Traceability Matrix (SRTM) identified in Annex E – DFATD Security Assessment and Authorization Requirements in a Security Certification Package as specified in SR14.
SR14	Certification Package	a. The Contractor's Security Architect must provide a "Security Certification Package" consisting of the security documentation created throughout the development process. The package shall establish that the security requirements, design, implementation, and test results were properly completed and all security issues were resolved appropriately.
		b. The Security Architect will certify that the software meets the security requirements, all security activities have been performed, and all identified security issues have been documented and resolved. Any exceptions to the certification status shall be fully documented with the delivery.
SR15	Security Acceptance	Acceptance: The SaaS Solution for File Sharing and Project Coordination will not be considered accepted until the Security Certification Package is complete and all security issues have been resolved.
		b. Investigating and Resolving Security Issues: Within 90 days after acceptance, if security issues are discovered or reasonably suspected, the Contractor shall

		assist DFATD in performing an investigation to determine the nature of the issue. The Contractor DFATD agree to scope the effort required to reso security issues and to negotiate in good faith to a an agreement to perform the required work to add them.	lve chieve
		Other Security Issues: The Contractor shall use commercially reasonable efforts consistent with s software development practices, taking into accor severity of the risk, to resolve all security issues a quickly as possible.	ound unt the
SR16	Incident Detection and Handling	. The Contractor must continuously monitor the sys and report all successful breaches of security to t DFATD Project Authority;	
		<ul> <li>The Contractor must coordinate with the DFATD Security Incident Manager to correlate and share incident information related to the services under contract;</li> </ul>	
		The Contractor must provide on-demand incident investigation assistance to the DFATD IT Security Incident Manager when and as requested for the investigation of incidents related to the services ut this contract.	y
SR17	Data Residency	Il sensitive electronic data under government contro as been categorized as Protected B must be stored dovernment of Canada (GC) approved computing factorized within the geographic boundaries of Canada. oes not mean that the country of origin of IT service roviders must be Canada, as long as these service roviders can ensure storage of data within boundaries remises as described above.	in a cility This