



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

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

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

11 Laurier St./11, rue Laurier

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Shared Systems Division (XL)/Division des systèmes
partagés (XL)

Terrasses de la Chaudière

4th Floor, 10 Wellington Street

4th etage, 10, rue Wellington

Gatineau

Québec

K1A 0S5

Title - Sujet Emergency Management App System	
Solicitation No. - N° de l'invitation G9292-202457/A	Date 2020-01-09
Client Reference No. - N° de référence du client G9292-202457	
GETS Reference No. - N° de référence de SEAG PW-\$\$XL-127-37226	
File No. - N° de dossier 127xl.G9292-202457	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-02-20	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Flemming, Brock	Buyer Id - Id de l'acheteur 127xl
Telephone No. - N° de téléphone (613) 858-8073 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Bid Receiving - PWGSC/Reception des soumissions Gatineau Quebec K1A 0S5	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation
G9292-202457
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
127 XL
CCC No./N° CCC - FMS No./N° VME

BID SOLICITATION EMERGENCY MANAGEMENT APPLICATION SYSTEM FOR EMPLOYMENT and SOCIAL DEVELOPMENT CANADA

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PART 1 – GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven (7) 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.

The Annexes include the Statement Requirement, the Basis of Payment, the Security Requirements, the Supply Chain Integrity Process, the Non-Disclosure Agreement related to Supply Chain Integrity, the Software as a Service (SaaS) Service Level Agreement (SLA), the Certification for the Federal Contractors Program for Employment Equity, the Task Authorization Form, and the SaaS IT Security (ITS) Assessment Program onboarding process.

1.2 Summary

- (1) This bid solicitation is being issued to satisfy the requirement of Employment and Social Development Canada (ESDC) (the "Client") for a SaaS Emergency Management Application System (EMAS) solution. This includes configuration, training, and the ability for Canada to isolate Assets and Information Assets in data centers that are geographically located in Canada. It is intended to result in the award of a contract for 1 year plus 9 irrevocable one-year options allowing Canada to extend the term of the contract.
- (2) ESDC is the Initial Client that will use the EMAS (the "Software as a Service Solution"). However, this bid solicitation will also allow Canada to make the Software as a Service Solution available to any department or Crown corporation (as those terms are defined in the Financial Administration Act) or any other party for which the Department of Public Service and Procurement Canada is authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act (each a "Client"). Although Canada may make the Software as a Service Solution available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.
- (3) 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-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA),

the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).

- (4) There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement: see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the Form 4 named "Federal Contractors Program for Employment Equity - Certification".
- (5) 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 Contract Security Program of Public Works and Government Services Canada website.
- (6) 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 of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person at the discretion of the Contracting Authority.

1.4 Conflict of Interest

- (1) Bidders are advised to refer to Conflict of Interest provisions of SACC 2035, General Condition – Higher Complexity – Services (dated 2018-06-21) available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-andguidelines/standard-acquisition-clauses-and-conditions-manual>

- (2) Without limiting in any way the provisions described in 1.4(a) above, Bidders are advised that Canada has engaged the assistance of the following private sector contractor(s) and resource(s) who have provided services including the review of content in preparation of this RFP and/or who have had, or may have had, access to information related to the content of the RFP or other documents related to the EMAS solicitation:

Milos Simovic from:
Simke Consulting Inc.
75 Meadowbreeze Drive
Kanata, Ont.
K2M 2L9
613-240-2716
m.simovic@rogers.com

- (3) Any bid that is received from one of the above-noted contractors, whether as a sole Bidder, joint venture or as a sub-contractor to a Bidder; or for which one of the above-noted resources provided any input into the bid, will be considered to be in contravention of the Conflict of Interest clauses identified in subsection 1.4, and the bid will be declared non-responsive.

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- (1) All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.
- (2) 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.
- (3) The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- (4) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 250 days

2.2 Submission of Bids

Bids must be submitted using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

******It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified above in order to register for the epost Connect service.

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Former Public Servant

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

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former

member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

(3) Former Public Servant in Receipt of a Pension

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

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

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

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](#).

(4) Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;

- (d) **amount of lump sum payment;**
- (e) **rate of pay on which lump sum payment is based;**
- (f) **period of lump sum payment including start date, end date and number of weeks;**
- (g) **number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.**

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

2.4 Enquiries – Bid Solicitation

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

Note to Bidders: Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. *Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

2.6 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Requirements 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 reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.7 Volumetric Data

The data has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of EMAS will be consistent with this data. It is provided purely for information purposes.

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- (1) Bidders must submit its bid electronically. Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- (2) The bid must present the following sections of their bid in one (1) PDF:
 - (a) Section I: Technical Bid
 - (b) Section II: Financial Bid
 - (c) Section III: Certifications
 - (d) Section IV: Supply Chain Integrity Information

3.2 Submission of Only One Bid

- (1) A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a sub-contractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- (2) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc), an entity will be considered to be **"related"** to a Bidder if:
 - (a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (b) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
 - (c) the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (d) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
 - (e) Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.
- (3) **Joint Venture Experience:**

- (a) 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.

- (b) 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.

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

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

- a. Contracts all signed by A;
- b. Contracts all signed by B; or
- c. Contracts all signed by A and B in joint venture, or
- d. Contracts signed by A and contracts signed by A and B in joint venture, or
- e. Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- (d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

3.3 Section I: Technical Bid

- (1) 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 in a thorough, concise and clear manner for carrying out the work.
- (2) 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.
- (3) The technical bid consists of the following:
 - (a) **Substantiation of Technical Compliance:** The Technical Bid must substantiate the compliance of the Bidder's EMAS Service with Annex A - Statement of Requirements.
 - (b) The Bidder must include a description of its maintenance and support services, which must be consistent with all the requirements described in the Resulting Contract Clauses, including the Statement of Requirements. At a minimum, the Bidder must describe its:
 - a. Problem reporting and response procedures;
 - b. Escalation procedures;
 - c. Support availability; and
 - d. Any enhancements to the basic functionality that the Bidder is offering.
 - (c) **Technical Documentation:** The Bidder must provide technical documentation such as user manuals, screenshots, design or system management documents (or other information sources) to support the Bidder's response to each requirement (a soft copy of the technical documents required to support the Technical Bid is acceptable). Links to websites are not acceptable and if provided to validate a mandatory requirement, it will render the bid response non-responsive. The Bidder should include the precise location of the reference material including the title of the document, the page and the paragraph numbers when addressing each criterion. Any reference material listed by the Bidder to demonstrate the compliance must be part of the bid (hard copy or soft copy). If it is not included in the bid, it will not be taken into consideration by Canada. Where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the bid documentation.
 - (d) **Service Level Agreements:** Contractors must submit their published Service Level Agreements (SLAs), to be included in Annex F – SaaS Solution Level Agreements (SLAs).

By presenting a Submission, the Contractor acknowledges and agrees that any terms contained in the Annex F – SaaS Solution Service Level Agreements that purport to interpret the Contract, are the same or similar subject matter, or are related to the terms contained in the Contract Clauses, are deemed stricken and are of no force or effect.

The service level commitments (detailed in the published SLAs) must provide commercial clients support which includes, at the minimum, any published and commercially available support (i.e. warranty, maintenance and support services) typically provided to customers who provision the SaaS Solution.

The following are examples of terms that may be addressed in the Bidder's SLA:

- a. Period during which the Bidder will support the Client;
- b. Contact and procedure information for accessing support;
- c. Procedures for resolution of problems;
- d. Response times;
- e. Procedures on how and when all telephone or email communications will be responded to;
- f. Website support availability to Clients (e.g. 24 hours a day, 365 days a year, and 99.9% of the time); and,
- g. Maintenance entitlements (e.g. patches, updates, major/minor releases, etc.)

3.4 Section II: Financial Bid

- (1) **Pricing: Bidders must submit their financial bid in accordance with the Annex B – Pricing Tables without any conditions, assumptions, or restrictions. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting contract, with the exception of those limitations that are expressly set out in this solicitation, will be considered non-responsive. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.**
- (2) **All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option to extend the Contract Period. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.**
- (3) **Blank Prices: Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.**

3.5 Section III: Certifications

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

3.6 Section IV: Supply Chain Integrity Requirements

- (1) Bidders must meet the SCI requirements outlined in Annex A – Statement of Requirements, M10 and M11 of the RFP.
- (2) Bidders must submit Supply Chain Security Information detailed in Annex "F" – SCI Submission Template, and must keep current, or update, any SCSI as required by the Supply Chain Security Authority. The Supply Chain Security Information will be used by Canada to assess whether, in its opinion, a Bidder's proposed supply chain creates the possibility that the Bidder's proposed SaaS

Solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with the Supply Chain Integrity Process as described in Section 4.4, **Supply Chain Integrity Process**.

- (3) By submitting its SCSI, and in consideration of the opportunity to participate in this procurement process, the Bidder agrees to the terms of the non-disclosure agreement contained in Annex E Non-Disclosure Agreement related to Supply Chain Integrity.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Technical Evaluation

- (1) **Mandatory Requirements**
- (a) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

(b) The mandatory requirements are described in Annex A – Statement of Requirements

(2) Point Rated Requirements

(a) 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 "should" 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.

(b) The point-rated requirements are described in Annex A – Statement of Requirements

4.3 Financial Evaluation

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

(2) The financial evaluation process is described in Annex B – Basis of Payment.

(3) **Formulae in Pricing Tables**

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

(4) **Substantiation of Professional Services Rates**

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates bid for professional services, Canada may, but will have no obligation to, require price support in accordance with this Article. If Canada requests price support, it will be requested from all otherwise responsive bidders who have proposed a rate that is at least 20% lower than the median rate bid by all responsive bidders for the relevant resource category or categories. If Canada requests price support, the Bidder must provide the following information:

- (a) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the relevant resource category, where those services were provided for at least three months within the twelve months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (b) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation;
- (c) in respect of each contract for which an invoice is submitted as substantiation, a résumé for the resource that provided the services under that contract that demonstrates that, in

relation to the resource category for which the rates are being substantiated, the resource would meet the mandatory requirements and achieve any required pass mark for any rated criteria; and

- (d) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.
- (5) Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive

4.4 Supply Chain Integrity Process

- (1) During the RFP process, the Contract period and any resulting Option periods, the Supply Chain Security Authority identified by Canada, may, based on its National Security mandate to protect Canada's IT infrastructure as well as to assess threats, risks and vulnerabilities, assess the Bidder's SCSi.
- (2) Canada will assess whether, in its opinion, the Bidder's supply chain creates the possibility that the Bidder's supply chain or proposed solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information, or represents a threat to Canada's National Security, in accordance with Section 2 of Annex D - Supply Chain Integrity Process.
- (3) It is a condition precedent to any contract award that a Bidder successfully satisfy the Security Authority's Supply Chain Integrity assessment. Canada will assess whether, in its opinion, the Bidder's supply chain creates the possibility that Bidders' proposed solution could compromise or be used to compromise the security integrity of Canada's equipment, firmware, software, systems or information in accordance with Section 4 of Annex D - Supply Chain Integrity Process.

4.5 Basis of Selection

- (1) To be declared responsive, a bid must:
 - (a) comply with the terms and conditions of the bid solicitation;
 - (b) comply with all the requirements of the bid solicitation;
 - (c) meet all mandatory technical evaluation criteria; and
 - (d) achieve a score of at least 75% of the Rated Requirements.

Bids not meeting (i) or (ii) or (iii) or (iv) will be declared non-responsive.

- (2) Price is given a rating value which is included in the total calculation of the bid. 70% of the points will be awarded to the technical bid and 30% of the points will be awarded to the financial bid.

To complete this calculation, the following formula is used:

$$\left(\frac{\text{Score of the rated requirements of the Bid}}{\text{Maximum score possible}} \right) \times 70\% = \text{Total 1}$$

$$\left(\frac{\text{Lowest Total Assessed Price}}{\text{Total Assessed Price of the bid}} \right) \times 30\% = \text{Total 2}$$

$$(\text{Total 1}) + (\text{Total 2}) = \text{Combined Rating of Technical Merit and Price}$$

- (3) The top-ranked responsive bid will be determined based on the proposal which has met all mandatory criteria, has met or exceeded the required minimum pass marks of the rated requirements and offers the **Highest Responsive Combined Rating of Technical Merit and Price** as calculated above. The Top-ranked responsive bid, will be recommended for Contract award.
- (4) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.
- (5) If more than one bidder is ranked first because of identical overall scores, then the bidder with the best financial score will become the top-ranked bidder.

4.6 Proof of Proposal Test for Top-Ranked Bid

- (1) Through the Proof of Proposal (PoP) test, Canada may test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in Annex A. The PoP test will take place at a site in the National Capital Region provided by Canada that simulates the technical environment that is required to satisfy what is described in Annex A – Statement of Requirements.
- (2) After being notified by the Contracting Authority, the Bidder will be given a maximum of 5 working days to prepare the proposed solution. Canada will then conduct the PoP test. Representative(s) of the Bidder may be present during the PoP test. The representative(s) named in the bid are to provide technical support during the PoP test should be available in person or by telephone for technical advice and clarification during the PoP test; however, Canada is not required to delay the PoP test if an individual is unavailable.
- (3) Canada will document the results of the PoP Test. If Canada determines that the proposed solution does not meet any mandatory requirement of the bid solicitation, the bid will fail the PoP Test and the bid will be disqualified. Canada may, as a result of the PoP test, reduce the score of the Bidder on any rated requirement, if the PoP test indicates that the score provided to the Bidder on the basis of its written bid is not validated by the PoP test. The Bidder's score will not be increased as a result of the PoP test. If the Bidder's score is reduced as a result of the PoP test, Canada will reassess the ranking of all bidders.
- (4) In connection with the PoP testing, the Bidder grants to Canada user access to the Bidder's proposed solution for testing and evaluation purposes.

4.7 IT Assessment for Top-Ranked Bid

Prior to contract award, the top bidder must complete the Canadian Center for Cyber Security (CCCS) IT Assessment program.

4.8 Confirmation of Registration for the SaaS IT Security (ITS) Assessment:

The response must include documentation confirming that the bidder registered for the SaaS Security Assessment Process as described in Annex H – SaaS IT Security (ITS) Assessment Program: Onboarding Process.

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 Bidder 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.

(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 [Forms for the Integrity Regime](#) website, to be given further consideration in the procurement process.

5.2 Certifications Precedent to the 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.

(1) Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](#), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

(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 Employment and Social Development Canada (ESDC) - Labour's website.

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

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

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

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G9292-202457
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
127 XL
CCC No./N° CCC - FMS No./N° VME

the Bidder must provide the Contracting Authority with a completed Annex G - Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Financial Capability

6.1.1 Financial Capability Requirement: The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

6.1.1.1 Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

6.1.1.2 If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.

6.1.1.3 If the Bidder has not been in business for at least one full fiscal year, the following must be provided:

- i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
- ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.

6.1.1.4 A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.

6.1.1.5 A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.

6.1.1.6 A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All

assumptions made should be explained as well as details of how cash shortfalls will be financed.

6.1.1.7 A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

6.1.2 If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

6.1.3 If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

6.1.4 Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

6.1.4.1 the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and

6.1.4.2 the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

6.1.5 Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.

6.1.6 Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Section 20(1) (b) and (c).

6.1.7 Security: In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

6.2 Industrial Security Program Cloud Protected B Requirements

- (1) The Bidder must comply with the requirements outlined in, as applicable:
- (a) Security Requirements for Canadian Bidders
 - (b) Security Requirements for Foreign Bidders

SECURITY REQUIREMENTS FOR CANADIAN BIDDER

Security Requirements

1. The Bidder/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC).
2. The Bidder/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the ISS/PWGSC.

Until the security screening of the Bidder personnel required by this Contract has been completed satisfactorily by CISD/PWGSC, the Bidder/ personnel MAY NOT HAVE ACCESS to PROTECTED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.

3. The Bidder MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until written approval has been issued by the client department security authority. After approval has been granted, these tasks may be performed at the level of PROTECTED B including an IT Link at the level of PROTECTED B.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of ISS/PWGSC.
5. The Bidder/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);
 - (c) ISS website: Security requirements for contracting with the Government of Canada, located at www.tpsgc-pwgsc.gc.ca/esc-src

SECURITY REQUIREMENTS FOR FOREIGN BIDDER

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Bidders compliance with the security requirements for foreign Bidders. The following security requirements apply to the foreign recipient Bidders incorporated or authorized to do business in a jurisdiction other than Canada and delivering/performing outside of Canada the Work described in the Cloud Solutions, in addition to the Privacy and Security Requirements. These security requirements are in addition to those requirements identified in the Section entitled Protection and Security of Data Stored in Databases.

1. The Foreign recipient Bidders must be from a country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral security instrument. The Contract Security Program has international bilateral security instruments with the countries listed on the following PWGSC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html>.
2. The Foreign recipient Bidders must, at all times during the performance of the contract/subcontract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
 - (a) The Foreign recipient Bidders must provide proof that they are incorporated or authorized to do business in their jurisdiction.
 - (b) The Foreign recipient Bidders must not begin providing the services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Bidders in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
 - (c) The Foreign recipient Bidders must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing of the security requirements, as defined in this contract. This individual will be appointed by the proponent foreign recipient Bidders Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.
 - (d) The Foreign recipient Bidders must not grant access to CANADA PROTECTED information/assets, except to personnel who have been screened in accordance with the definition and practices in the Treasury Board Standard on Security Screening (<https://www.tbssct.gc.ca/pol/doc-eng.aspx?id=28115>), or use acceptable equivalent measures established by the Bidder in their publicly available documentation, and as agreed to by Canada.
3. **CANADA PROTECTED** information/assets, provided to the foreign recipient Bidders or produced by the Foreign recipient Bidders, must:
 - (a) not be disclosed to another government, person or firm, or representative thereof not directly related to the performance of the contract / subcontract, without the prior written consent of Canada. Such consent must be sought from its national DPA, the Contracting Authority (in collaboration with the Canadian DSA); and
 - (b) not be used for any purpose other than for the performance of the contract/subcontract without the prior written approval Canada. This approval must be obtained by contacting its national DPA, the Contracting Authority (in collaboration with the Canadian DSA).
4. The Foreign recipient Bidders MUST NOT remove CANADA PROTECTED information/assets from the identified work site(s), and the foreign recipient Bidder/ Sub-bidder must ensure that its personnel are made aware of and comply with this restriction.
5. The Foreign recipient Bidders must not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the contract/subcontract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.

6. The Foreign recipient Bidders must, at all times during the performance of the contract/subcontract hold an equivalence to an approved Document Safeguarding Capability (DSC) at the level of establish by the contracts/subcontract.
7. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
8. The Foreign recipient Bidders must comply with the provisions of the Security Requirements Check List attached at Appendix C for Cloud Protected B requirements.
9. Canada has the right to reject any request made separate and apart from the authorization in this Contract in connection with the Bidder delivering Services to electronically access, process, produce, transmit or store CANADA PROTECTED information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information.

PART 7 – RESULTING CONTRACT CLAUSES

7.1 Requirement

The Contractor agrees to provide the Service and perform the Work described in the Contract, including the statement of requirements, in accordance with and at the prices set out in the Contract.

7.2 Services

The Contractor agrees to provide the Service identified in Annex A – Statement of Requirements, which includes, at a minimum:

- (1) User access to the Software as a Service (SaaS) Solution described in the Contract;
- (2) providing Solution Documentation;
- (3) maintaining, upgrading, and updating the Solution(s);
- (4) managing incidents and defects to ensure the Solution(s) operate at the applicable service levels;
- (5) providing incidental and additionally required information technology infrastructure service;
- (6) providing infrastructure service required to deliver the Solution; and,
- (7) providing professional services and training, as and when requested by Canada.

7.3 Professional Services

The Contractor agrees to provide the following Professional Services (the “Work”), as and when requested by Canada, using the Task Authorization process:

- (1) implementation services, including configuration, migration, rollout assistance, acceptance testing assistance and transition to live operational state, as defined in the Statement of Requirements; and,
- (2) training services.

7.4 Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

7.5 Client

The initial Client is the Employment and Social Development Canada (ESDC). However, the Contracting Authority can add additional Clients from time to time, which may include any department or Crown corporation as described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.

7.6 Reorganization of Clients

The Contractor's obligation to provide the Services and perform the Work will not be affected by (and no additional fees will be payable as a result of) any form of reorganization or restructuring of any Client. Canada may designate replacement Contracting Authority or Technical Authority.

7.7 Term and Auto Renewal

- (1) **Contract Period.** The Contract Period includes the entire period of time during which the Contractor is obliged to provide the Services and perform the Work.
- (2) **Initial Term.** This Contract begins on the date the Contract is awarded and ends one (1) year later.
- (3) **Option Periods.** The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to nine (9) additional 1-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment. Canada may exercise the option(s) at any time by sending a written notice to the Contractor at least 2 calendar days before the expiry date of the Contract. The option may be exercised only by the Contracting Authority, and will be evidenced, for administrative purposes only, through an amendment to the Contract.
- (4) **Auto-Renewal Opt Out.** Canada hereby provides notice to the Contractor that it opts out of any auto-renewal of the term obligation. The Contractor acknowledges receipt of the notice, and represents that this Contract will be valid only until the end of the Contract Period, as defined above.

7.8 Time of the Essence

- (1) It is essential that the Service be provided within or at the time stated in the Contract.
- (2) It is essential that the Work be delivered within or at the time stated in a Task Authorization.

7.9 Termination for Convenience

- (1) At any time before the completion of the Services, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Services that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- (2) If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor agrees that it will only be paid the following amounts:
 - (a) on the basis of the Contract Price, for any part of the Work completed that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - (b) the Cost incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts, for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

- (3) Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- (4) The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- (5) The Contractor must ensure that EMAS data will be available to Canada, in CSV format suitable for repatriation to Canada, for three (3) months after access is cancelled.

7.10 Access to Information

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

<https://laws-lois.justice.gc.ca/eng/acts/A-1/>

7.11 Solution

- (1) **Software as a Service.** The Contractor will deliver the Solution through a Software as a Service ("SaaS") delivery model, allowing Canada to access and use the Solution which is hosted by the Contractor.
- (2) **Commercially-Available Solution.** Canada acknowledges that the Solution is a commercially-available solution provided to other customers. As part of the subscription to use the Solution, the Contractor agrees to make available to Canada all the features and functionalities included in the commercially available version of the Solution, and the incidental and required information technology infrastructure services required to deliver the Solution, all of which is included in the subscription price.
- (3) **Software Application Evolution; Features or Functionalities.** Canada acknowledges that the Solution, underlying software application or associated infrastructure may evolve during the course of the Contract Period. The Contractor agrees to continue to provide the Service as the commercially available Solution, with functionality or features and on with terms that are no less favourable than as at the time of Contract award.
- (4) **Improvements to and Evolution of the Solution.** The parties acknowledge that technology and business models evolve quickly and that any Solution provided at the beginning of the Contract Period inevitably will be different from the Solution provided at the end of the Contract Period and the method(s) by which the Solution and any potential peripherals are delivered to Canada are likely to change or evolve and that, at the time of entering into this Contract, the parties cannot possibly contemplate all the goods or services that may be delivered under this Contract, other than they will be connected to delivering to Users. With that in mind, the parties agree that:
 - (a) The Contractor must maintain and continuously improve the Solution and infrastructure throughout the Contract Period on a commercially reasonable basis, and must provide

those improvements and enhancements to Canada as part of Canada's subscription, with no price adjustment if those improvements and enhancements are also offered to other customers at no additional cost.

- (b) If the Contractor removes any functions from the commercial offering to the Solution and offers those functions in any new or other services or products, the Bidder must continue to provide those functions to Canada as part of Canada's subscription to the Services, under the existing terms and conditions of the Contract regardless of whether those other services or products also contain new or additional functions. Contractor has no obligation to comply with this paragraph if the Solution acquired by Canada is still offered by Contractor in parallel with the new services offered to other customers.

(5) The Contractor must ensure that upgrades/updates to the EMAS system must:

- (a) not result in additional work by Canada with the exception of applicable testing;
- (b) not result in any loss of Canada's data, electronic documents, or user accounts.

7.12 Services

7.12.1 Solution Services

- (1) **Software as a Service.** The Contractor will provide all Services required for Canada to access and use the Solution as specified in the Contract.
- (2) **Authority.** The Contractor represents and warrants that it owns or has obtained and will maintain throughout the Contract Period, all necessary authority specifically including intellectual property rights required to provide the Services in accordance with the terms of this Contract.
- (3) **Indemnification.** The Contractor agrees to indemnify Canada against all losses and expenses (including legal fees) arising out of any intellectual property infringement claim by a third party based on Canada's use of the Solution.
- (4) **Accessibility:** The Contractor must ensure that the Solution does not interfere with accessibility standards compliance, as specified in the Standard on Web Accessibility: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601#>
- (5) **Usage Grant.** The Contractor grants to Canada the non-exclusive, non-assignable right to access and use the Solution from an unlimited number of locations, devices and operating environments, through secure, wireless, mobile or other connection, via the internet, a web browser or other access connection technology which may become available.
- (6) **Included.** The Contractor represents and warrants that the Services include
 - (a) hosting and maintenance of the Solution,
 - (b) provision of all incidental and additional required information technology infrastructure services, in compliance with all required security standards,
 - (c) the technical infrastructure that complies with all required security standards, allowing Canada to use the Solution to process any of Client's Data in compliance with its expressed security standards, and
 - (d) unfettered access and use by the Client, regardless of the amount of data created, processed or stored by the Solution,

(e) all of which is included in the price.

- (7) **Restricted Usage Rights.** Canada acknowledges that in providing the Services, the Contractor is not delivering ownership rights to any software product, component of the Solution or infrastructure used by the Contractor to provide the Services, except as expressly provided in a Task Authorization. Canada will not knowingly:
- (a) distribute, license, loan, or sell the Solution;
 - (b) impair or circumvent the Solution's security mechanisms; or
 - (c) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Solution.
- (8) **Applicable Terms and Conditions.** The Contractor has advised and Canada acknowledges that the Contractor may unilaterally modify the terms under which it provides its commercial offering of the Solution, without notice to its customers, including Canada. The Contractor represents and warrants that any such modification will not result in less favourable terms, specifically including price, service levels and remedies, regardless of any notification to the contrary.
- (9) **Additional Terms and Conditions.** The parties agree that any terms and conditions, including any "click-through" or "pop-up" notices, that apply to the Contractor's commercial offering of the Solution, including third party tools or incidental infrastructure, will not apply to Canada's use of the Solution if those terms conflict with the express terms of this Contract. The terms and conditions of third party tools not specified the Contract are not subject to this section.
- (10) **Commercial SaaS Offering.** Canada acknowledges that it will accept the Contractor's commercial SaaS offering, and states that, unless explicitly identified as Work or Services to be delivered under this Contract, Canada does not require custom development, alternative services, service levels, functionalities or features.

7.12.2 Service Levels

- (1) **Annex I.** Service Level Agreement (provided by the Contractor) contains the specific information defining the levels and standards for processes and performance expectations for the Services to be delivered under the Contract, and must be read in conjunction with the following section:
- (a) **Service Credits.** The Contractor will provide the applicable Service Credits to Canada for failing to achieve the uptime Solution Availability levels as defined in Annex F, Service Level Agreement.
 - (b) **Exclusions.** The Contractor will expressly specify any exclusions to the Solution Availability levels identified in Annex F, Service Level Agreement.
 - (c) **Support Services.** The Contractor will provide technical support assistance, in both English and French, in strict compliance with Annex F, Service Level Agreement.
 - (d) **Escalation.** The Contractor will provide an escalation process for dispute resolution, which is identified in Annex F, Service Level Agreement.
 - (e) **No Infringement.** The Contractor warrants that nothing in the Solution, or in Canada's use of the Solution, will infringe or constitute a misappropriation of the intellectual property or other rights of a third party.

7.12.3 Documentation

- (1) **Solution Documentation.** The Contractor must provide or deliver access to the commercially available Solution Documentation to Canada, in English, upon Contract Award. The Contractor must update Solution Documentation on a commercially reasonable basis.
- (2) **Other Documentation.** The Contractor must provide or deliver access to any documentation required in performance of the Work.

7.12.4 Translation Rights.

The Contractor agrees that Canada may translate any written deliverable, including the Solution Documentation or Training Materials into English or French. The Contractor acknowledges that Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor will not be responsible for technical errors that arise as a result of any translation made by Canada.

7.12.5 Moral Rights.

At the request of Canada, the Contractor may provide a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the written deliverable. If the Contractor is unable or unwilling to obtain the requested waivers, the Contractor agrees to indemnify Canada against all losses and expenses (including legal fees) arising out of any moral rights infringement claim by a third party based on Canada's translation of written documentation.

7.12.6 Defective Documentation.

If at any time during the Contract Period, Canada advises the Contractor a defect or non-conformance in any part of the documentation delivered with the Work, the Contractor will correct the defect or non-conformance must as soon as possible and at its own expense. Canada may provide the Contractor with information about defects or non-conformance in other documentation, including the Solution Documentation, for information purposes only.

7.12.7 Conduct of the Work.

Warranty. The Contractor represents and warrants that (a) it is competent to perform the Work, (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, to effectively perform the Work.

7.12.8 Remedies

- (1) **Work.** If at any time during the Contract Period the Work fails to meet its warranty obligations, the Contractor must as soon as possible correct at its own expense any errors or defects and make any necessary changes to the Work.
- (2) **Documentation.** If at any time during the Contract Period, Canada discovers a defect or non-conformance in any part of the documentation delivered with the Work, the Contractor must as soon as possible correct at its own expense the defect or non-conformance.

- (3) **Canada's Right to Remedy.** If the Contractor fails to fulfill any obligation described herein within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the defective or non-conforming Work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming Work, an equitable reduction will be made in the Contract Price.

7.12.9 Subcontracts

- (1) **Conditions to Subcontracting.** The Contractor may subcontract the performance of the Work, provided (a) the Contractor obtains the Contracting Authority's prior written consent, (b) the sub-contractor is bound by the terms of this Contract, and (c) the Contractor remains liable to Canada for all the Work performed by the sub-contractor.
- (2) **Exceptions to Subcontracting Consent.** The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority: (i) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business (ii) subcontract any incidental services that would ordinarily be subcontracted in performing the Work; and (iii) permit its sub-contractor at any tier to make purchases or subcontract as permitted in paragraphs (i) and (ii).

7.12.10 Excusable Delay

- (1) **No Liability.** The Contractor will not be liable for performance delays nor for non-performance due to causes beyond its reasonable control that could not reasonably have been foreseen or prevented by means reasonably available to the Contractor, provided the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it (referred to as an "Excusable Delay").
- (2) **Notice.** The Contractor must also advise the Contracting Authority, within 15 business days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- (3) **Delivery and Due Dates.** Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- (4) **Canada not responsible for Costs.** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its sub-contractors or agents as a result of an Excusable Delay.

7.12.11 Right to Terminate.

If such an event prevents performance under the Contract for more than 30 calendar days, then the Contracting Authority may elect to terminate the TA, or part or all of this Contract on a "no fault" basis, meaning neither party will be liable to the other in connection with the Excusable Delay or resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.

7.12.12 Professional Services : Transition Services

- (1) **Migration.** The Contractor acknowledges that the nature of the Services provided under the Contract, Canada may require continuity. Prior to the transition to the new contractor or to Canada, the Contractor must provide all operational, technical, design and configuration information and documentation for all Services required to complete the transition, provided that it is not Contractor confidential information (including all EMAS data, information, and user credentials). The Contractor represents and warrants that it will not directly or indirectly interfere with or impede Canada's access to or transfer of Client's Data.
- (2) **Migration and/or Transition Services.** The Contractor agrees that, in the period leading up to the end of the Contract Period, if Migration or Transition Services are requested by Canada, it will diligently assist Canada in the transition from the Contract to a new contract with another Contractor and or migrate Client's Data to a new contractor environment, that there will be no charge for the services below other than those charges set out in the Basis of Payment.

7.12.13 Inspection and Acceptance of the Work

- (1) **Inspection by Canada:** All the Work is subject to inspection and acceptance by Canada. Canada's inspection and acceptance of the Work does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and the Contractor is required to correct or replace it at its own expense.
- (2) **Acceptance Procedures:** Unless provided otherwise in the Contract, the acceptance procedures are as follows:
 - (a) when the Work is complete, the Contractor must notify the Project Authority in writing, with a copy to the Contracting Authority, by referring to this provision of the Contract and requesting acceptance of the Work;
 - (b) Canada will have up to 30 days from receipt of the notice to perform its inspection (the "Acceptance Period").
- (3) **Deficiencies and Resubmission of Deliverable:** If Canada provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work before acceptance and the Acceptance Period will begin again. If Canada determines that a deliverable is incomplete or deficient, Canada is not required to identify all missing items or all deficiencies before rejecting the deliverable.
- (4) **Access to Locations:** The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed, other than multi-tenant data centres, at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
- (5) **Contractor Inspection for Quality:** The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. All deliverables submitted by the Contractor must be of a professional quality, free of typographical and other errors, and consistent with the highest industry standards.

- (6) **Inspection Records:** The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.
- (7) **Informal Feedback:** Upon request by the Contractor, Canada may provide informal feedback prior to any deliverable being formally submitted for acceptance. However, this must not be used as a form of quality control for the Contractor's Work. Canada is not obliged to provide informal feedback.

7.13 Task Authorization

- (1) **As-and-when-requested Task Authorizations.** The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (2) **Form and Content of draft Task Authorization:**
 - (a) The Business Technical Authority will provide the Contractor with a description of the task using the "Task Authorization Form".
 - (b) The draft Task Authorization will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The draft TA will also include the applicable basis (bases) and method (methods) of payment as specified in the Contract.
 - (c) A draft Task Authorization must also contain the following information, if applicable:
 - a. the task number;
 - b. The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
 - c. the details of any financial coding to be used;
 - d. the categories of resources and the number required;
 - e. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
 - f. the start and completion dates;
 - g. milestone dates for deliverables and payments (if applicable);
 - h. the number of person-days of effort required;
 - i. whether the work requires on-site activities and the location;
 - j. the language profile of the resources required;
 - k. the level of security clearance required of resources;
 - l. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task

authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and

m. any other constraints that might affect the completion of the task.

- (3) **Contractor's Response to Draft Task Authorization.** The Contractor must provide to the Business Technical Authority, within 10 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

(4) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations**

To be validly issued, a TA must include the following signatures:

- (a) for any TA with a value, inclusive of revisions, of less than or equal to \$25,000 (including Applicable Taxes), the TA must be signed by:

- a. the Business Technical Authority; and
- b. a representative from the Contractor; and

- (b) for any TA with a value greater than this amount, a TA must include the following signatures:

- a. the Business Technical Authority; and
- b. a representative from the Contractor; and
- c. the Contracting Authority.

- (5) Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.
- (6) **Periodic Usage Reports.** The Contractor must compile and maintain records on its provision of services to the federal government under the Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

- (7) The quarterly periods are defined as follows:

-
- (a) 1st quarter: April 1 to June 30;
 - (b) 2nd quarter: July 1 to September 30;
 - (c) 3rd quarter: October 1 to December 31; and
 - (d) 4th quarter: January 1 to March 31.
- (8) The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.
- (9) Each report must contain the following information for each validly issued TA (as revised):
- (a) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
 - (b) a title or a brief description of each authorized task;
 - (c) the name, Category of Personnel of each resource involved in performing the TA, as applicable;
 - (d) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
 - (e) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
 - (f) the start and completion date for each authorized task; and
 - (g) the active status of each authorized task as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).
- (10) Each report must also contain the following cumulative information for all the validly issued TAs (as revised):
- (a) The amount exclusive of Applicable Taxes, specified in the Contract (as last revised, as applicable) as Canada's total liability to the Contractor for all authorized TA's; and
 - (b) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued tasks.
- (11) **Consolidation of TAs for Administrative Purposes.** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

7.14 Basis of Payment

- (1) **Subscription.** For the Services, including access to and use of the Solution, Solution Documentation, Support Services, and incidental and additionally required information technology infrastructure services (all the Services described in this Contract that is not Work), Canada shall pay the prices detailed in Annex B – Basis of Payment, of the Contract.
- (2) **Professional Services provided under a Task Authorization.** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, the firm price set out in the Task Authorization, in accordance with the firm all-inclusive per diem rates set out in Annex B – Basis of Payment, of the Contract. Applicable Taxes extra.

- (3) **On-Site Support Charges.** If approved in advance by Canada, the Contractor will be paid the daily labour rates specified in Annex B – Basis of Payment, of the Contract, together with reasonable and proper travel and living costs incurred by the Contractor in connection with on-site services. Any travel and living costs will only be reimbursed in accordance with the applicable meal and private vehicle allowances provided in the National Joint Council Travel Directive, as amended from time to time. All such pre-approved costs must be invoiced to Canada as a separate charge.

7.15 Payment

7.15.1 Invoices

- (1) **Invoice Submission.** The Contractor must submit invoices, as applicable.
- (2) **Invoice Requirements.** Invoices must be submitted in the Contractor's name and contain:
- (a) the date, the name and address of the client department, item or reference numbers, deliverable/description of the service or work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - (b) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - (c) Applicable Taxes must be shown as a separate line item along with corresponding registration numbers from the tax authorities and all items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices
 - (d) deduction for holdback, if applicable; and
 - (e) the extension of the totals, if applicable.

7.15.2 Taxes

- (1) **Payment of Taxes.** Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor must remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- (2) **Withholding for Non-Residents.** Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.
- (3) **Certification of Invoices.** By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

7.15.3 Payment Period.

Canada will pay the Contractor's undisputed invoice amount within 30 days of receipt. In the event, an invoice is not in acceptable form and content, Canada will notify the Contractor and the 30 day payment period will begin on receipt of a conforming invoice.

7.15.4 Interest on Late Payments.

Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive, provided Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

7.15.5. Method of Payment.

Canada will make payment to the Contractor for the Services either in advance or in arrears, in accordance with Annex F - Service Level Agreement or the Contractor's bid, as applicable. Where payment is made in advance, the advance payment period shall not exceed 12 months. Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or the delivery of the Services.

If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and owed. In the case of disputed invoices, the invoice will only be considered to have been received once the dispute is resolved.

7.15.6 Limitation of Expenditure.

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.

7.15.7 Electronic Payment of Invoices.

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

- (1) Visa Acquisition Card;
- (2) MasterCard Acquisition Card;
- (3) Direct Deposit (Domestic and International);
- (4) Electronic Data Interchange (EDI);
- (5) Wire Transfer (International Only);
- (6) Large Value Transfer System (LVTS) (Over \$25M)

7.15.8 Insurance Requirements.

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

7.16 Price Stability

The Contractor acknowledges that it is important to Canada to be able to continue to access the SaaS products and services detailed in the Contract. The Contractor accordingly offers to continue to provide the SaaS products and services at reasonable rates and on all of the other terms and conditions set out in this Contract, subject to execution by the parties of a formal contract(s)

therefor. For each of the 2 years that follow the Term of Contract, the Contractor hereby offers annual rates that are the lesser of:

- a) the Contractor's then current published rates; and
- b) the previously contracted rates adjusted by the percentage difference in the Consumer Price Index (CPI) as determined by Statistics Canada, for the 12 month period immediately preceding the date on which the price change is to be effective; and
- c) 3% more than the annual rates provided to Canada in the preceding year under this Contract or under any extension entered into pursuant to this Article;

and the Contractor's obligations under this Article shall survive termination or expiry of this Contract.

7.17 Price Certification

The Contractor certifies that the price quoted is not in excess of the lowest price charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both.

7.18 Limitation of Liability

7.18.1 First Party Liability:

7.18.1.1 **Contract Performance:** The Contractor is fully liable for all damages to Canada, arising from the Contractor's performance or failure to perform the Contract.

7.18.1.2 **Data Breach:** The Contractor is fully liable for all damages to Canada resulting from its breach of security or confidentiality obligations resulting in unauthorized access to or unauthorized disclosure of records or data or information owned by Canada or a third party.

7.18.1.3 **Limitation Per Incident:** Subject to the following section, irrespective of the basis or the nature of the claim, the Contractor's total liability per incident will not exceed the cumulative value of the Contract invoices for 12 months preceding the incident.

7.18.1.4 **No Limitation:** The above limitation of Contractor liability does not apply to:

- (a) wilful misconduct or deliberate acts of wrongdoing, and
- (b) any breach of warranty obligations.

7.18.2 Third Party Liability: Regardless whether the third party claims against Canada, the Contractor or both, each Party agrees that it will accept full liability for damages that it causes to the third

party in connection with the Contract. The apportionment of liability will be the amount set out by agreement of the Parties or determined by a court. The Parties agree to reimburse each other for any payment to a third party in respect of damages caused by the other, the other Party agrees to promptly reimburse for its share of the liability.

7.19 General Provisions

- (1) **Applicable Laws.** This Contract will be interpreted and governed by the laws of _____.
(This will be filled in at Contract Award using the information from the bid)
- (2) **Survival.** All the parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.
- (3) **Severability.** If any provision of this Contract is declared unenforceable by an authoritative court, the remainder of this Contract will remain in force.
- (4) **Waiver.** The failure or neglect by a party to enforce any of rights under this Contract will not be deemed to be a waiver of that party's rights.
- (5) **No Bribe.** The Contractor warrants that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- (6) **Contingency Fees.** The Contractor represents that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).
- (7) **International Sanctions**
 - (a) Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
 - (b) The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
 - (c) The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated.

- (8) **Integrity Provisions – Contract.** The Ineligibility and Suspension Policy (the “Policy”) and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada’s website at Ineligibility and Suspension Policy.
- (9) **Code of Conduct for Procurement – Contract.** The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Contract.
- (10) **Conflict of interest and Values and Ethics Codes for the Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of interest Act, 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

(11) **Authorities**

(a) **Contracting Authority**

Name: Brock Flemming
Title: Procurement Specialist
Telephone: 613-858-8073
E-mail address: brock.flemming@pwgsc.gc.ca

The Contracting Authority must receive a copy of the Invoice for Canada's record and review.

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

(b) **Business Technical Authority**

Name: Jennifer Forsythe
Title: Manager of Emergency Management and Business Continuity
Telephone: 819-654-4672
E-mail address: Jennifer.forsythe@servicecanada.gc.ca

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

(c) Administrative Contact

Name: Jennifer Forsythe
Title: Manager, Emergency Management and Business Continuity
Phone: 819-654-4672
E-mail address: Jennifer.forsythe@servicecanada.gc.ca

(d) Supply Chain Security Authority

Name:
Title:
Phone:
E-mail address:

The Supply Chain Security Authority is the SSC representative and is responsible for all matters concerning the ongoing Supply Chain Integrity Process under the Contract. Neither the Contracting Authority nor the Technical Authority have any authority to advise or authorize any information in relation to the Supply Chain Integrity Process. All other security-related matters remain the responsibility of the Supply Chain Security Authority.

7.20 – Security Obligations

7.20.1 Purpose

The purpose of this Schedule is to set forth the obligations of the Contractor relating to the proper configuration and management of Assets and Information Assets, in order to protect such Assets and Information Assets from unauthorized modification, access or exfiltration, all in accordance with the Agreement, this Schedule, the Contractor's Specific Security Measures, and Canada's Security Policies (collectively, the "Security Obligations").

7.20.2 Flow-Down of Security Obligations

The obligations of the Contractor contained in these Security Obligations must be flowed down by the Contractor to Contractor Sub-processors, to the extent applicable to each Contractor Sub-processor, given the nature of the services provided by it to the Contractor.

7.20.3 Acknowledgments

- (1) The parties acknowledge that:
 - (a) All Assets and Information Assets are subject to these Security Obligations.
 - (b) Notwithstanding any other provision of this Schedule, the parties have shared responsibility for developing and maintaining policies, procedures and security controls relating to Assets and Information Assets.
 - (c) The Contractor must not have or attempt to gain custody of any Information Asset, nor permit any Services Personnel to access any Information Asset prior to the implementation of the Security Requirements as required under this Schedule on or before Contract Award.

7.20.4 Securing Information Assets

The Contractor must design its Services to protect Assets and Information Assets from unauthorized access, modification, or exfiltration. This includes implementing and maintaining appropriate information security policies, procedures, and security controls to preserve the confidentiality, integrity, and availability of Assets and Information Assets (hereinafter referred to as the "Specific Security Measures").

7.20.5 Roles and Responsibilities for Security

- (1) The Contractor must clearly delineate the roles and responsibilities for the security controls and features of the Services between the Contractor (any Contractor Sub-processors, as applicable) and Canada. This includes, at a minimum, the parties' roles and responsibilities for: (i) account management; (ii) boundary protection; (iii) asset and information system backup; (iv) incident management; (v) System monitoring; and (vi) vulnerability management.
- (2) The Contractor must provide to Canada an up-to-date document that delineates the roles and responsibilities between the Contractor, Contractor Sub-processors, and Canada for security controls and features: (i) on an annual basis; (ii) when there are significant changes to such roles and responsibilities as a result of a Change to the Services; or (iii) upon request of Canada.

7.20.6 Third-Party Assurance: Certifications and Reports

- (1) The Contractor must demonstrate compliance to these certifications and audit reports by providing independent third party assessment reports or certifications for all portions of the Service.
- (2) Each certification or audit report provided must: (i) identify the legal business name of the Contractor or applicable Contractor Sub-processor; (ii) identify the Contractor's or Contractor Sub-processor's certification date and the status of that certification; (iii) identify the list of Assets, Contractor Infrastructure, and Service Locations within the scope of the certification report. If the carved out method is used to exclude subservice organizations such as data centre hosting, the subservice organization's assessment report must be included.
- (3) Each ISO certification provided must be valid throughout the contract, within the 12 months prior to the start of the contract. Certifications must be accompanied by supporting evidence such as the ISO assessment report developed to validate compliance to the ISO certification.
- (4) Each SOC audit report must have been performed within the 12 months prior to the start of the contract.
- (5) The Contractor must maintain the currency of its certification to the standards described in Subsection 5(1) throughout the contract. The Contractor must provide, at least annually, and promptly upon the request of the Canada, all reports or records that may be reasonably required to demonstrate that the Contractor's certifications remain current, and is valid for the duration of the contract.

7.20.7 Auditing Compliance

- (1) The Contractor must conduct the privacy and security audits of the security of the computers, computing environment and physical data centers that it uses in processing and protecting Assets and Information Assets as follows:
 - (a) Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually;
 - (b) Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework; and
 - (c) Each audit will be performed by qualified, independent, third party auditor that (i) are qualified under the AICPA, CPA Canada, or ISO certification regime, and (ii) conform to the ISO/IEC 17020 quality management system standard at the Contractor's selection and expense.
- (2) Each audit will result in the generation of an audit report that must be shared with Canada. The audit report must clearly disclose any material findings by the third party auditor. The Contractor must promptly remediate issues raised in any audit report to the satisfaction of the auditor, and must (i) provide Canada with the plan to correct any negative findings arising from such reports and (ii) provide implementation progress reports to Canada upon request within ten (10) Federal Government Working Days.

7.20.8 Cryptographic Protection

- (1) The Contractor must:

- (a) Implement encryption of data at rest for all Information Assets.
- (b) Take reasonable measures to ensure that encryption of data at rest remains in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.
- (c) Transmit Information Assets in a secure manner. This includes implementing encryption for data in transit for all transmissions of Assets and Information Assets
- (d) Not make any copies of databases or any part of those databases containing Information Assets, and must not move or transmit approved copies to any location, except when approval is obtained from Canada.

7.20.9 Data Segregation

- (1) The Contractor must implement controls to ensure appropriate isolation of resources such that Information Assets are not co-mingled with other tenant data, while in use, storage or transit, and throughout all aspects of the Contractor's Service's and Contractor Infrastructure's functionality and system administration. This includes implementing access controls and enforcing appropriate logical or physical segregation to support:
 - (a) The separation between Contractor's internal administration from resources used by its customers; and
 - (b) The separation of customer resources in multi-tenant environments in order to prevent one malicious or compromised consumer from affecting the service or data of another.

7.20.10 Data Location and Protection Isolation

- (1) The Software as a Service Solution must have the ability for Canada to store and protect its Information Assets, in transit and at rest, including data in backups or maintained for redundancy purposes. This includes the ability to isolate data in Canada, in approved data centers. An approved Data Centre is defined as the following:
 - (a) A data centre that meets all security requirements and certifications identified in Section 29 Data Centre / Facilities (i.e. Physical Security)
 - (b) Employs a CSEC Approved Cryptographic Algorithms encryption to ensure that no data is written to disk in an unencrypted form: <https://www.cse-cst.gc.ca/en/publication/itsa-11e>

- (2) The Contractor must certify that the delivery and provisioning of Services under this contract is from countries within the North Atlantic Treaty Organization (NATO) (https://www.nato.int/cps/en/natohq/nato_countries.htm) or the European Union (EU) (https://europa.eu/european-union/about-eu/countries_en), or from countries with which Canada has an international bilateral industrial security instrument. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PSPC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html> and as updated from time to time.

7.20.11 Data Protection

- (1) The Contractor must have the ability for Canada to isolate Assets and Information Assets in data centers that are geographically located in Canada.
- (2) Ensures the infeasibility of finding a specific customer's data on physical media; and
- (3) Upon request, the Contractor must:

- (a) Provide the GC with an up-to-date list of the physical locations, including city, which may contain Assets and Information Assets for each data centre that will be used to provide Services; and
 - (b) expressly advising Canada of Contractor's future intent to use 3rd party services or API as part of the Service that could be delivered, from outside of Canada, specifying all such locations abroad (country, province, city) where data would be stored and processed and where they manage the service from, in order for Canada to take an appropriate decision whether to accept that modification or not.
- (4) It is the continuous obligation of the Contractor of the proposed Services to notify Canada when there are updates to the list of physical locations which may contain Assets and Information Assets.

7.20.12 Data Transfer and Retrieval

- (1) The Contractor must, upon request by Canada:
- (a) Extract all online, nearline, and offline information assets, including, but not limited to, databases, object and file storage, system configurations, cloud activity logs, and network configurations such that any Canada End User can use these instructions to migrate from one environment to another environment; and
 - (b) Securely transfer all Information Assets, including metadata, in a machine-readable and usable format acceptable to Canada, in accordance with the Library and Archives Canada Guidelines on File Formats for Transferring Information Resources of Enduring Value (<https://www.bac-lac.gc.ca/eng/services/government-information-resources/guidelines/Pages/guidelines-file-formats-transferring-information-resources-enduring-value.aspx>).

7.20.13 Data Disposition and Returning Records to Canada

- (1) In the event of contract termination or expiry, the Contractor must return all Government of Canada data as outlined in requirement M45 of the Statement of Requirements.
- (2) The Contractor must upon request, securely dispose or reuse resources (e.g. equipment, data storage, files, and memory) that contain Information Assets and ensure that previously stored data cannot be accessed by others customers after it is released. This includes all copies of Information Assets that are made through replication for high availability and disaster recovery. The Contractor's disposal or reuse of resources must be aligned with one of the following: (i) National Industrial Security Program Operating Manual (DoD 5220.22-M6); (ii) Guidelines for Media Sanitization (NIST SP 800-88); or (iii) Clearing and Declassifying Electronic Data Storage Devices (CSE ITSG-06).
- (3) The Contractor must provide evidence that demonstrates successful erasing, purging or destruction of all resources, as appropriate, and an ability to prevent re-instantiation of any removed or destroyed system, capability (software or process), data, or information instances once removed from the Canada instance.

7.20.14 Access Control

- (1) The Contractor must have the ability for Canada to support secure access to Services including ability to configure:
- (a) multi-factor authentication in accordance with CSE's ITSP.30.031 V2 (or subsequent versions) (<https://www.cse-cst.gc.ca/en/node/1842/html/26717>) using GC-approved credentials;

- (b) Role-based access;
- (c) Access controls on objects in storage; and
- (d) Granular authorization policies to allow or limit access.
- (e) Implement security controls that restricts administrative access to Information Assets and Systems by the Contractor and provides the ability to require the approval of Canada before the Contractor can access Information Assets to perform support, maintenance or operational activities using Information Assets that consist of Canada data.
- (f) Take reasonable measures to ensure that Services Personnel do not have standing or ongoing access rights to Information Assets, and access is restricted to those who must access Assets and Information Assets to provide technical or customer support based on approval from Canada.

7.20.15 Federation of Identity

- (1) The Contractor must have the ability for Canada to support federated identity integration including:
 - (a) Implement multi-factor authentication mechanisms to authenticate end users with privileged access, in accordance with CCCS ITSP.30.031 V2 (or subsequent versions)
 - (b) Support for Security Assertion Markup Language (SAML) 2.0 and OpenID Connect 1.0 where the End User credentials and authentication to cloud services are under the sole control of Canada; and
 - (c) Ability to associate Canada unique identifiers (e.g. a Canada unique ID, a Canada email address, etc.) with the corresponding cloud service user account(s).

7.20.16 Endpoint Protection

The Contractor must implement, manage, and monitor security-hardened endpoints to prevent against attacks and misuse in accordance with industry recognized configuration guidelines such as those found in NIST 800-123 (Guide to General Server Security), the Center for Internet (CIS) Benchmarks or an equivalent standard approved by Canada in writing.

7.20.17 Secure Development

The Contractor must implement a software and system development lifecycle that applies information system security engineering principles throughout the information system life cycle and in the development of software and websites and services, and conforms to industry standards and best practices, such as (i) NIST, (ii) ISO, (iii) ITSG-33, (iv) SAFECode, or (v) Open Web Application Security Project (OWASP) standards such as Application Security Verification Standard (ASVS) or an equivalent standard approved by Canada in writing.

7.20.18 Application Programming Interface (API)

(1) The Contractor must:

- (a) Provide Services that uses open, published, supported, and documented Application Programming Interfaces (API) to support interoperability between components and to facilitate migrating applications.
- (b) Take reasonable measures to protect both internal and external APIs through secure authentication methods. This includes ensuring that all externally exposed API queries require successful authentication before they can be called.

(2) For SaaS, the Contractor must provide APIs that provide the ability to:

- (a) Interrogate data at rest in SaaS applications; and
- (b) Assess events and incidents stored in SaaS application logs.

7.20.19 Privileged Access Management

(1) The Contractor must:

- (a) Manage and monitor privileged access to the Cloud Services to ensure that all service interfaces within a multi-tenant environment are protected from unauthorized access, including those that are used to host GC services;
- (b) Restrict and minimize access to the Services and Canada's Information Assets to only authorized devices and End Users with an explicit need to have access;
- (c) Enforce and audit authorizations for access to the Services and Information Assets;
- (d) Constrain all access to service interfaces that host Assets and Information Assets to uniquely identified, authenticated and authorized End Users, devices, and processes (or services);
- (e) Implement password policies to protect credentials from compromise by either on-line or off-line attacks and to detect these attacks by logging and monitoring events such as (i) successful use of credentials, (ii) unusual use of credential, and (iii) access to and exfiltration from the password database, in accordance with CSE's ITSP.30.031 V2 (or subsequent versions) (<https://www.cse-cst.gc.ca/en/node/1842/html/26717>);
- (f) Implement multi-factor authentication mechanisms to authenticate End Users with privileged access, in accordance with CSE's ITSP.30.031 V2 (or subsequent versions) (<https://www.cse-cst.gc.ca/en/node/1842/html/26717>);
- (g) Implement role-based access control mechanisms to assign privileges which form the basis to enforce access to Assets and Information Assets;

- (h) Define and implement separation of duties to achieve, at a minimum, separation of service management and administration roles from information system support roles, development roles from operational roles, and access management roles from other operational roles;
- (i) Adhere to the principles of least privilege and need-to-know when granting access to the Services and Assets and Information Assets;
- (j) Use security-hardened endpoints (e.g. computers, end user devices, jump servers, etc.) that are configured for least functionality (e.g. dedicated endpoint that does not have Internet browsing or open e-mail access) to provide support and administration of Services and Contractor Infrastructure;
- (k) Implement an automated process to periodically audit, at a minimum, account creation, modification, enabling, disabling, and removal actions; and
- (l) Upon termination of employment, terminate or revoke authenticators and access credentials associated with any Services Personnel.

7.20.20 Contractor Remote Management

- (1) The Contractor must manage and monitor remote administration of the Contractor's Service that are used to host GC services and take reasonable measures to:
 - (a) Implement multi-factor authentication mechanisms for authenticate remote access users, in accordance with CSE's ITSP.30.031 V2 (or subsequent versions) (<https://www.cse-cst.gc.ca/en/node/1842/html/26717>);
 - (b) Employ a CSEC Approved Cryptographic Algorithms mechanisms to protect the confidentiality of remote access sessions: <https://www.cse-cst.gc.ca/en/publication/itsa-11e> ;
 - (c) Route all remote access through controlled, monitored, and audited access control points;
 - (d) Expediently disconnect or disable unauthorized remote management or remote access connections;
 - (e) Authorize remote execution of privileged commands and remote access to security-relevant information.

7.20.21 Network and Communications Security

(1) The Contractor must:

- (a) Provide the ability for Canada to establish secure connections to the Services, including providing data-in-transit protection between Canada and the Service using TLS 1.2, or subsequent versions, and using supported cryptographic algorithms and certificates, as outlined in CSE's ITSP.40.062 (<https://cyber.gc.ca/en/guidance/guidance-securely-configuring-network-protocols-itsp40062>) and ITSP.40.111 (<https://cyber.gc.ca/en/guidance/cryptographic-algorithms-unclassified-protected-and-protected-b-information-itsp40111>);
- (b) Provides data-in-transit protection between microservices and applications used within the Services;
- (c) Use correctly configured certificates within the TLS connections in accordance with CSE guidance.
- (d) Disable 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, and known-weak ciphers (e.g. RC4 and 3DES); and
- (e) Provide the ability for Canada to implement network access controls and security rules that allow or deny network traffic to Canada resources.

7.20.22 Logging and Auditing

- (1) The Contractor must implement log generation and management practices and controls for all Service components that store or process Assets and Information Assets, and that conform with the practices of Leading Service Providers, such as those found in NIST 800-92 (Guide to Computer Security Log Management), or an equivalent standard approved by Canada in writing.
- (2) The Contractor must maintain a log of reported issues (trouble tickets) with at least the following data included (Reporter/Requestor name, Resolution description, Number of issues requiring escalation, Resolution's estimated turnaround time
- (3) The Contractor must enable Canada to centrally review and analyze audit records from multiple components within the Services provided by the Contractor. This includes the ability for Canada to:
 - (a) log and detect audit events such as a minimum of (i) successful and unsuccessful account login attempts, (ii) account management, (iii) object access and policy change, (iv) privilege functions and process tracking, (v) system events, (vi) deletion of data;
 - (b) record in logs (or log files) audit events that are time synchronized and time-stamped in coordinated universal time (UTC) and protected from unauthorized access, modification, or deletion while in transit and at rest;
 - (c) separate Security Incidents and logs for different Canada accounts to enable Canada to monitor and manage events within its boundary that are affecting its instance of an IaaS, PaaS or SaaS Service provided to it by the Contractor or a Contractor Sub-processor; and
 - (d) forward Canada tenant events and logs to a GC-managed centralized audit log system using standardized reporting interfaces, protocols, and data formats (e.g. Common Event Format (CEF), syslog, or other common log formats) and APIs that support log data remote retrieval (e.g. via a database interface using SQL, etc.).

7.20.23 Continuous Monitoring

- (1) The Contractor must continually manage, monitor, and maintain the security posture of all Assets, Contractor Infrastructure and Service Locations throughout the contract, and ensure that the Services provided to Canada are in a manner that complies with these Security Obligations. As part of this obligation, the Contractor must:
 - (a) Actively and continuously monitor threats and vulnerabilities to its Assets, Contractor Infrastructure, Service Locations, or Information Assets;
 - (b) Undertake best efforts to prevent attacks through security measures such as denial of service protections;
 - (c) Undertake best efforts to detect attacks, Security Incidents, and other abnormal events;
 - (d) Identify unauthorized use and access of any Services, data and components relevant to Canada's IaaS, PaaS or SaaS Service;
 - (e) Manage and apply security-related patches and updates in a timely and systematic manner to mitigate vulnerabilities and remedy any publicly reported issues in the Services or libraries that the Services make use of, and provide advance notices of patches in accordance with agreed-upon service level commitments;
 - (f) Respond, contain, and recover from threats and attacks against the Contractor Services; and
 - (g) Where required, take proactive countermeasures, including taking both pre-emptive and responsive actions, to mitigate threats.
- (2) The Contractor's Services must allow for GC application data (for IaaS, PaaS and SaaS) and GC network traffic (for IaaS and PaaS) of cloud hosted GC services to be copied and forwarded to a predetermined location (in the cloud or on GC premises).
- (3) The Contractor's Services must allow Canada to deploy and operate security software to perform advanced monitoring and mitigations of cyber threats for Canada's Services at the Canada managed host and network layer, for Canada managed components only.

7.20.24 Notifications

- (1) The Contractor must provide:
 - (a) Timely notification of any interruption that is expected to impact service availability and performance (as agreed to by the parties and included in the SOR);
 - (b) Regular updates on the status of returning the services to an operating state according to the agreed upon SLAs and system availability requirements, both as advance alerts and post-implementation alerts; and
 - (c) Information system security alerts, advisories, and directives via email for vulnerabilities that pose a threat to the Services.

7.20.25 Security Incident Management

- (1) The Contractor's Security Incident response process for the Services must encompass the IT security incident management lifecycle and supporting practices for preparation, detection, analysis, containment, and recovery activities, aligned with one of the following standards: (i) ISO/IEC 27035:2011 Information technology -- Security techniques -- Information security incident management; or (ii) NIST SP800-612, Computer Security Incident Handling Guide; or (iii) GC Cyber Security Event

Management Plan (GC CSEMP) (<https://www.canada.ca/en/treasury-board-secretariat/services/access-information-privacy/security-identity-management/government-canada-cyber-security-event-management-plan.html>); or (iv) other best practices of Leading Service Providers if Canada determines, in its discretion, that they meet Canada's security requirements.

(2) The Contractor's Security Incident response process must include the following:

- (a) A documented process and procedures of how the Contractor will identify, respond, remediate, report, and escalate Security Incidents to Canada, including: (i) the scope of the Security Incidents that the Contractor must report to Canada; (ii) the level of disclosure and the measures used by the Contractor for detection of Security Incidents, and the Contractor's associated responses for specific types of Security Incident; (iii) the target timeframe in which notification and escalation of Security Incidents will occur; (iv) the procedure for the notification and escalation of Security Incidents; (v) contact information for the handling of issues relating to Security Incidents; and (vi) any remedies that apply if certain Security Incidents occur.
- (b) Procedures for responding to requests for potential digital evidence or other information from within the Contractor's service environment or Contractor Infrastructure, including forensic procedures and safeguards for the maintenance of a chain of custody over Information Assets stored or processed by the Contractor or a Contractor Sub-processor. Forensic and digital evidence practices and controls must conform with the practices of Leading Service Providers, such as those found in NIST 800-62 (Guide to Integrating Forensic Techniques into Incident Response), ISO 27037 (Guidelines for Identification, Collection, Acquisition and Preservation of Digital Evidence), or an equivalent standard approved by Canada in writing.

7.20.26 Security Incident Response

- (1) The Contractor must alert and promptly notify Canada (via phone and email) of any compromise, breach or of any evidence such as (i) a security incident, (ii) a security multifunction in any asset, (iii) irregular or unauthorized access to any Asset, (iv) large scale copying of an Information Asset, or (v) another irregular activity identified by the Contractor, that leads the Contractor to reasonably believe that risk of compromise, or a security or privacy breach, is or may be imminent, or if existing safeguards have ceased to function, over the following period (7 days x 24 hours x 365 days), and will be made without undue delay, in any event, within 24 hours.
- (2) If the Contractor becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data or Personal Data while processed by the Contractor (each a "Security Incident"), the Contractor must promptly and without undue delay (i) notify Canada of the Security Incident; (ii) investigate the Security Incident and provide Canada with detailed information about the Security Incident; and (iii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.
- (3) The Contractor must collaborate with Canada on the containment, eradication, and recovery of Security Incidents in accordance with the Contractor's Security Incident response process and in alignment with the GC Cyber Security Event Management Plan (GC CSEMP) (<https://www.canada.ca/en/treasury-board-secretariat/services/access-information-privacy/security-identity-management/government-canada-cyber-security-event-management-plan.html>). This includes:
 - (a) Allowing only designated representatives of Canada to have the ability to:
 - a.request and receive information associated with the Security Incident and any compromised Information Assets (including user data, system/security event logs, network or host packet captures, logs from security components such as

IDS/IPS/Firewalls, etc.), in an unencrypted fashion, for the purposes of conducting investigations;

b. track the status of a reported information security event or Security Incident.

(b) Supporting Canada's investigative efforts in the case of any compromise of the users or data in the service that is identified.

(4) The Contractor must:

(a) Maintain a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data or the service; and

(b) Track, or enable Canada to track, disclosures of Assets and Information Assets, including what data has been disclosed, to whom, and at what time.

7.20.27 E-discovery and Legal Holds

The Contractor must (and must, to the extent applicable given the nature of the subcontracted services provided by each Contractor Sub-processor, require Contractor Sub-processors to) take reasonable measures to ensure the Services provides e-discovery and legal hold features for the Security Event Logs in order to enable Canada to conduct timely and effective security investigations and meet legal court requests for legal holds.

7.20.28 Information Spillage

(1) The Contractor must provide Canada with a document that outlines the process it follows to respond to an Information Spillage Incident. The process must be aligned with: (i) ITSG-33 Security Control for IR-9 Information Spillage Response; or (ii) another best practice of Leading Service Providers approved by Canada in writing. Notwithstanding the foregoing, the Contractor's Information Spillage process must include, at a minimum:

(a) A process for identifying the specific Information Asset that is involved in an Asset's or System's contamination;

(b) A process to isolate and eradicate a contaminated Asset or System; and

(c) A process for identifying Assets or Systems that may have been subsequently contaminated and any other actions performed to prevent further contamination.

(2) The Contractor must provide an up-to-date information spillage process to Canada on an annual basis, or promptly following any Change to the Contractor's information spillage process.

7.20.29 Security Assessment and Authorization Evidence

The Contractor must have a process that allows Canada to conduct a non-disruptive and non-destructive Vulnerability Scan or Penetration Test of Canada's portion of the Service components within the Contractor environment.

7.20.30 Personal Security Screening

(1) The Contractor must (and must, to the extent applicable given the nature of the subcontracted services provided by each Contractor Sub-processor, require Contractor Sub-processors to):

- (a) Undertake employee due-diligence screening for all Services Personnel prior to their receiving authorization to access Contractor Systems or Information Assets; and
 - (b) Implement security measures that grant and maintain the required level of security screening for Services Personnel pursuant to their access privileges to Systems on which Information Assets are stored and processed.
- (2) The Contractor screening measures must be applied in accordance with the definition and practices in the Treasury Board Standard on Security Screening (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28115>), or use an acceptable equivalent agreed to by Canada. This includes, at a minimum:
- (a) A description of the employee and Sub-processor positions that require access to Information Assets or have the ability to affect the confidentiality, integrity or availability of an Information Asset;
 - (b) A process for security screening, including notification procedures that need to be followed if screening has not been completed or if the results give cause for doubt or concern;
 - (c) A process for ensuring that employees and Sub-processors understand, are aware of, and fulfil, their responsibilities for information security, and are suitable for the roles for which they are considered;
 - (d) A process that is enforced when an employee or sub-processor changes their role or when employment is terminated;
 - (e) A process for security awareness and training as part of employment onboarding and when employee and sub-processor roles change; and
 - (f) An approach to detecting potential malicious insiders and controls implemented to mitigate the risk of access to GC data and/or affect on the reliability of cloud services hosting GC assets and data.

7.20.31 Data Centre Facilities

- (1) The Contractor must implement physical security measures that ensure the protection of IT facilities and information system assets on which Assets and Information Assets are stored and processed against all forms of tampering, loss, damage, and seizure. Physical protection of all facilities that host Canada data and information assets, must be applied in accordance with, or use an adequate risk-based approach based on a prevent-detect-respond-recover approach to physical security, aligned with the physical security controls and the practices in the Royal Canadian Mounted Police (RCMP) guidance and standards on physical security. The security measures required under this include, at a minimum:
- (a) Sufficient redundancy and recovery capabilities within and between the Contractor's facilities including, being geographically disparate such that the loss of one facility does not prohibit recovery of data and information assets within the prescribed service level commitments;
 - (b) Proper handling of IT Media;
 - (c) Controlled maintenance of all assets and information systems and their components to protect their integrity and ensure their ongoing availability;
 - (d) Controlled access to information system output devices to prevent unauthorized access to GC data and Information Assets;

- (e) Controlling and managing physical access devices;
- (f) Limiting physical access to Assets and Service Locations to authorized Services Personnel based on position or role and the need-to-access principle, and validated by two forms of identification;
- (g) Escorting visitors and monitoring visitor activity;
- (h) Enforcing safeguarding measures for GC data at alternate work sites (e.g., telework sites); and
- (i) Recording and monitoring all physical access to Service Locations and all logical access to Systems hosting data and information systems, using a combination of access logs and surveillance and intrusion detection mechanisms.

7.20.32 Supply Chain Management

- (1) The Contractor of the Services must implement safeguards to mitigate supply chain threats and vulnerabilities to IT services in order to maintain confidence in the security of the sources of information systems and the IT components used to provide Services. This includes, but is not limited to designing and implementing controls to mitigate and contain data security risks through proper separation of duties, role-based access, and least-privilege access for all personnel within the supply chain.
- (2) The Contractor must provide Canada with a "Supply Chain Risk Management (SCRM) Plan" that describes the Contractor's approach to supply chain risk management (SCRM) and demonstrates how the Contractor's approach to SCRM will reduce and mitigate supply chain risks. The SCRM Plan must be aligned with one of the following best practices and be assessed and validated by an independent third party certified under AICPA or CPA Canada, and/or ISO certification regime: (i) ISO/IEC 27036 Information technology -- Security techniques -- Information security for Contractor relationships (Parts 1 to 4); (ii) NIST Special Publication 800-161 -- Supply Chain Risk Management Practices for Federal Information Systems and Organizations; or (iii) ITSG-33 security control for SA-12 where the organization defined security safeguards are documented in an SRCM plan.
- (3) Within 90 days of contract award, the Contractor must:
 - (a) Provide an update that the SRCM approach and plan has been independently assessed and validated by an independent third party certified under AICPA or CPA Canada, and/or ISO certification regimeOR
 - (b) Provide Canada with a copy of the SRCM Plan on an annual basis, or upon request of Canada.
- (4) In the situation where the Contractor is a SaaS Publisher using a GC-approved IaaS Provider that already complies with Section 13 - Supply Chain Risk Management requirements, within 90 days of contract award, the SaaS Publisher using a GC-approved IaaS provider must provide an information communication technology (ICT) product list that describes the ICT equipment that is being deployed in the GC-approved IaaS provider environment for a supply chain integrity (SCSI) review. This SCSI review will be conducted no sooner than every three years.

7.20.33 On-going Supply Chain Integrity Process

- (1) The Parties acknowledge that security is a critical consideration for Canada with respect to this Contract and that on-going assessment of SaaS will be required throughout the Contract Period.

- (2) The parties acknowledge that Canada reserves the right to review the native SaaS of any Contractor in whole or in part at any time for supply chain integrity concerns. This acknowledgement does not obligate the Contractor to support the SCI review.
- (3) Throughout the Contract Period, the Contractor must provide to Canada information relating to any data breach of the Contractor's network of which it knows, that results in either (a) any unlawful access to Canada's content stored on Contractor's equipment or facilities, or (b) any unauthorized access to such equipment or facilities, where in either case such access results in loss, disclosure or alteration of Canada's content in relation to change of ownership, to the SaaS under this Contract, that would compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications of Canada.

7.20.34 Change of Control

- (1) If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the Contract on a "no-fault" basis by providing notice to the Contractor within 90 calendar days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the CONTRACT in relation to the change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.
- (2) If Canada determines in its sole discretion that a change of control affecting a sub-Contractor (either in the sub-contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada will notify the Contractor in writing of its determination. Canada will not be required to provide the reasons for its determination, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security. The Contractor must, within 30 calendar days of receiving Canada's determination, arrange for another sub-contractor, acceptable to Canada, to deliver the portion of the Cloud Services being delivered by the existing sub-contractor (or the Contractor must deliver this portion of the Cloud Services itself). If the Contractor fails to do so within this time period, Canada will be entitled to terminate the CONTRACT on a "no-fault" basis by providing notice to the Contractor within 120 calendar days of receiving the original notice from the Contractor regarding the change of control.
- (3) In this Article, termination on a "no-fault" basis means that neither party will be liable to the other in connection with the change of control and the resulting termination, and Canada will only be responsible for paying for those services received up to the effective date of the termination.
- (4) Despite the foregoing, Canada's right to terminate on a "no-fault" basis will not apply to circumstances in which there is an internal reorganization that does not affect the ownership of the ultimate parent corporation or parent partnership of the Contractor or sub-contractor, as the case may be; that is, Canada does not have a right to terminate the CONTRACT pursuant to this Article where the Contractor or sub-contractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner.

7.20.35 Sub-processors

- (1) The Contractor must provide a list of Sub-processors that could be used to perform any part of the Work in providing Canada with the Service. The list must include the following information (i) the name of the Sub-processor; (ii) the identification of the Work that would be performed by the Sub-processor; and (iii) the location(s) where the Sub-processor would perform the Work.

- (2) The Contractor must provide a list of Sub-processors within ten days of the effective date of the Contract. The Contractor must provide Canada notice (by updating the website and providing Customer with a mechanism to obtain notice of that update) of any new Sub-processor at least 14-days in advance of providing that Sub-processors with access to Customer Data or Personal Data. The Contractor must assist Canada with verification of sub-processors within 10 working days.

7.20.36 Master / Root Account Management

- (1) The Contractor must ensure the adequate protection of the account management and billing management process used by Canada, Services for Canada including Services provided or enabled through a Cloud Reseller. Security measures include but is not limited to:
- (a) Limiting access to only authorized users who are permitted to execute transactions and functions such as Master account creation and issuance, and billing and invoicing;
 - (b) Ensuring the separation of duties of individuals;
 - (c) Employing the principle of least privilege, including for specific security functions and privileged accounts;
 - (d) Ensuring that authorized users are provided with security awareness and training as part of employment onboarding and when their roles change and are made aware of the security requirements associated with the contract.
 - (e) Creating, protecting, and retaining audit records related to the activities that support account management of Services provisioned to Canada;
 - (f) Providing Canada with reports on audited events for actions related to the issuance and management of Master accounts used by personnel to manage GC accounts;
 - (g) Implementing security measures that grant and maintain the required level of security screening for personnel supporting the management of Master accounts linked to Canada, in accordance with the SRCL and Cloud Protected B requirements; and
 - (h) Ensuring that Assets and Information Assets are protected during and after personnel actions such as terminations and transfers.
 - (i) Ensuring that credentials remain within the geographical boundaries of Canada.

7.21 – Privacy Obligations

7.21.1 Purpose

The purpose of this Schedule is to set forth the obligations of the Contractor relating to the proper management of Assets and Information Assets, in order to protect such Assets and Information Assets from unauthorized modification, access or exfiltration, all in accordance with the Agreement, this Schedule, the Contractor's Specific Privacy Measures, and Canada's Privacy Policies (collectively, the "Privacy Obligations").

7.21.2 Flow-Down of Privacy Obligations

The obligations of the Contractor contained in these Privacy Obligations must be flowed down by the Contractor to Contractor Sub-processors, to the extent applicable to each Contractor Sub-processor, given the nature of the services provided by it to the Contractor.

7.21.3 Change Management

The Contractor must, throughout the Contract, take all steps required, through the Change Management Procedures, to update and maintain the Privacy Requirements as needed to comply with the privacy practices of industry standards, provided that if these Changes can reasonably be accommodated with **no additional resources, the Contractor must perform such Changes at no additional cost to Canada (i.e. via a zero cost Change Order).**

The Contractor must advise Canada of all improvements that affect the Services in this Contract, including technological, administrative or other types of improvements. The Contractor agrees to offer all improvements it is offering to its customers at large as part of its standard service offering at no additional cost to Canada.

7. 21.4 Acknowledgments

(1) The parties acknowledge that:

- (a) All Assets and Information Assets are subject to these Privacy Obligations.
- (b) Notwithstanding any other provision of this Schedule, the parties have shared responsibility for developing and maintaining policies, procedures and privacy controls relating to Assets and Information Assets.
- (c) The Contractor must not have or attempt to gain custody of any Information Asset, nor permit any Services Personnel to access any Information Asset prior to the implementation of the Privacy Requirements as required under this Schedule on or before the go live date.

7. 21.5 Protecting Information Assets

Canada's Data including all Personal Information (PI) will be used or otherwise processed only to provide Canada the Services including purposes compatible with providing those services. The Contractor must not use or otherwise process Canada's Data or derive information from it for any advertising or similar commercial purposes. As between the parties, Canada retains all right, title and interest in and to Customer Data. The Contractor acquires no rights in Customer Data, other than the rights Customer grants to the Contractor to provide the Services to Customer.

7. 21.6 Third-Party Assurance: Certifications

- (1) The Contractor must ensure that **in respect of any personal information that it may host, store or process, on all Assets**, Contractor Infrastructure (including any IaaS, PaaS or SaaS Service provided to Canada) and Service Locations conform to the following industry certifications:
 - (a) ISO/IEC 27018:2014 Information technology -- Security techniques -- Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors – Certification achieved by an accredited certification body.
- (2) The Contractor must demonstrate compliance to this certification by providing independent third party assessment reports or certifications for all portions of the Service.
- (3) Each certification provided must: (i) identify the legal business name of the Contractor or applicable Contractor Sub-processor; (ii) identify the Contractor's or Contractor Sub-processor's including Cloud Service Provider certification date and the status of that certification; (iii) identify the list of Assets, Contractor Infrastructure, and Service Locations within the scope of the certification report. If the carved out method is used to exclude subservice organizations such as data centre hosting, the subservice organization's assessment report must be included.

- (4) Each ISO certification provided under this section must be valid throughout the contract, within the 12 months prior to the start of the contract. Certifications must be accompanied by supporting ISO assessment reports.
- (5) The Contractor must maintain the currency of its certification to the standards described in Subsection 5(1) throughout the contract. The Contractor must provide, at least annually, and promptly upon the request of the Canada, all reports or records that may be reasonably required to demonstrate that the Contractor's certifications remain current, and is valid for the duration of the contract.

7. 21.7 Privacy Compliance

- (1) The Contractor **must** demonstrate through third party assessment reports and audit reports that it:
 - (a) Restricts creating, collecting, receiving, managing, accessing, using, retaining, sending, disclosing and disposing of Personal Information to only that which is necessary to perform the work and;
 - (b) Has implemented updated security processes and controls such as access management controls, human resource security, cryptography and physical, operational and communications security that preserve the integrity, confidentiality and accuracy of all information and data and metadata, irrespective of format.
- (2) This applies to all information, data and metadata in the Contractors possession or under its care acquired pursuant to, or arises in any other way out of Contractor's responsibilities and obligations under the Contract. The Contractor acknowledges that this is required in order to ensure that Canada can rely on the information, data and metadata and so that Canada can meet its own legal obligations, including statutory obligations. This is also required to ensure the information, data and metadata can be used as persuasive evidence in a court of law.

7. 21.8 Auditing Compliance

- (1) In the event Canada needs to conduct security audits, inspections and/or review any additional information (e.g., documentation, data protection description, data architecture and security descriptions), both Parties agree to negotiate a solution in good faith and consider both the rationale for Canada's request and the Contractor's processes and protocols.
- (2) Within 30 days of contract award, the Contractor must engage a third party to conduct a privacy audit or provide evidence to confirm that it does not generate, collect, use, store or disclose any additional personal information as defined by Canada, other than Customer data as defined by the Contractor and does not specifically have PII in Support Data (collected in logs (e.g., telemetry data such as email message headers and content).
- (3) The Contractor must conduct the privacy and security audits of the security of the computers, computing environment and physical data centers that it uses in processing Canada's Data as follows:
 - (a) Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually;
 - (b) Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework; and
 - (c) Each audit will be performed by qualified, independent, third party security auditors that (i) is qualified under the AICPA, CPA Canada, or ISO certification regime, and (ii) conforms to the

ISO/IEC 17020 quality management system standard at the Contractor's selection and expense.

- (4) Each audit will result in the generation of an audit report that must be shared with Canada. The audit report must clearly disclose any material findings by the auditor. The Contractor must promptly remediate issues raised in any audit report to the satisfaction of the auditor, and must (i) provide Canada with the **plan to correct any negative findings arising from such reports and (ii) provide implementation progress reports to Canada upon request within ten Federal Government Working Days.**
- (5) Upon request of Canada, additional supplementary evidence from the Contractor, including System security plans, designs, or architecture documents that provide a comprehensive System description, may be provided by the Contractor or a Contractor Sub-processor to supplement the certification and audit reports described in this in order to demonstrate the Contractor's compliance with the required industry certifications.

7.21.9 Data Ownership and Privacy Requests

- (1) Customer Data including all Personal Information (PI) will be used or otherwise processed only to provide the Customer the Cloud Service including purposes compatible with providing those services. The Contractor must not use or otherwise process Customer Data or derive information from it for any advertising or similar commercial purposes. As between the parties, Customer retains all right, title and interest in and to Customer Data. The Contractor acquires no rights in Customer Data, other than the rights Customer grants to the Contractor to provide the Cloud Service to the Customer.
- (2) All data that it stores, hosts or processes on behalf of Canada remains the property of Canada. When requested by the Contracting Authority, the Contractor must provide Personal Information records within two Federal Government Working Days (or five Federal Government Working Days if it must be retrieved from offsite backup/replication) in a Word or Excel document.

7. 21.10 Privacy Officer

The Contractor must, within 10 days of the effective date of this Contract, provide Canada with information that identifies an individual as a Privacy Officer to act as Contractor's representative for all matters related to the Personal Information and the Records. The Contractor must provide that person's name and contact information including the, individual's business title, email address and phone number.

7. 21.11 Assist in Delivery of Canada's Privacy Impact Assessment

The Contractor must support Canada in creating a privacy impact assessment in accordance with the Treasury Board Directive on Privacy Impact Assessment, by assisting the Canada with the supporting documentation including a foundational PIA for Canada provided by the Contractor. The Contractor agrees to provide this support within five to ten working days of a request or within a mutually agreed upon timeframe depending on the complexity of the request by the Canada.

7. 21.12 Privacy Breach

- (1) The Contractor must alert and promptly notify the Technical Authority (via phone and email) of any compromise, breach or of any evidence that leads the Cloud Service Provider to reasonably believe that risk of compromise, or a breach, is or may be imminent, or if existing safeguards have ceased to function, over the following period (7 days x 24 hours x 365 days), and within the Cloud Service Provider's service level commitments.

- (2) If the Contractor becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data or Personal Data while processed by the Contractor (each a "Security Incident"), the Contractor must promptly and without undue delay:
- a. notify Canada of the Security Incident;
 - b. investigate the Security Incident and provide Canada with detailed information about the Security Incident; and
 - c. take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Incident.
- (3) The Contractor must:
- a. Maintain a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data; and
 - b. Tracks, or enables Canada to track, disclosures of Canada's Data, including what data has been disclosed, to whom, and at what time.

7. 21.13 Ownership of Personal Information and Records

To perform the Work, the foreign recipient Contractor/Sub-contractor will be provided with and/or will be collecting Personal Information from third parties. The foreign recipient Contractor/Sub-contractor acknowledges that it has no rights in the Personal Information or the Records and that Canada owns the Records. On request, the foreign recipient Contractor/Sub-contractor must make all the Personal Information and Records available to Canada immediately in a format acceptable to Canada.

7. 21.14 Use of Personal Information

The foreign recipient Contractor/Sub-contractor agrees to create, collect, receive, manage, access, use, retain and dispose of the Personal Information and the Records only to perform the Work in accordance with the contract/subcontract.

7. 21.15 Collection of Personal Information

- (1) If the foreign recipient Contractor/Sub-contractor must collect Personal Information from a third party to perform the Work, the foreign recipient Contractor/Sub-contractor must only collect Personal Information that is required to perform the Work. The foreign recipient Contractor/Sub-contractor must collect the Personal Information from the individual to whom it relates and the foreign recipient Contractor/Sub-contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:
- (a) that the Personal Information is being collected on behalf of, and will be provided to, Canada;
 - (b) the ways the Personal Information will be used;
 - (c) that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
 - (d) the consequences, if any, of refusing to provide the information;
 - (e) that the individual has a right to access and correct his or her own Personal Information; and

- (f) that the Personal Information will form part of a specific personal information bank (within the meaning of the *Privacy Act*), and also provide the individual with information about which government institution controls that personal information bank, if the Contracting Authority has provided this information to the foreign recipient Contractor/Sub-contractor.
- (2) The foreign recipient Contractor/Sub-contractor and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Canada.
- (3) If requested by the Contracting Authority, the foreign recipient Contractor/Sub-contractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The foreign recipient Contractor/Sub-contractor must not begin using the form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.
- (4) At the time it requests Personal Information from any individual, if the foreign recipient Contractor/Sub-contractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the foreign recipient Contractor/Sub-contractor must ask the Contracting Security Authority for instructions.

7. 21.16 Maintaining the Accuracy, Privacy, and Integrity of Personal Information

- (1) The foreign recipient Contractor/Sub-contractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The foreign recipient Contractor/Sub-contractor must protect the privacy of the Personal Information. To do so, at a minimum, the foreign recipient Contractor/Sub-contractor must:
 - (a) not use any personal identifiers (e.g. social insurance number) to link multiple databases containing Personal Information;
 - (b) segregate all Records from the foreign recipient Contractor's/Sub-contractor's own information and records;
 - (c) restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
 - (d) provide training to anyone to whom the foreign recipient Contractor/Sub-contractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The foreign recipient Contractor/Sub-contractor must provide this training before giving an individual access to any Personal Information and the foreign recipient Contractor / Sub-contractor must keep a record of the training and make it available to the Contracting Authority if requested;
 - (e) if requested by the Contracting Authority, before providing anyone with access to the Personal Information, require anyone to whom the foreign recipient Contractor/Sub-contractor provides access to the Personal Information to acknowledge in writing (in a form approved by the Contracting Authority) their responsibilities to maintain the privacy of the Personal Information;
 - (f) keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Canada on behalf of an individual);
 - (g) include a notation on any Record(s) that an individual has requested be corrected if the foreign recipient Contractor/Sub-contractor has decided not to make the correction for any reason.

Whenever this occurs, the foreign recipient Contractor/Sub-contractor must immediately advise the Contracting Authority of the details of the requested correction and the reasons for the foreign recipient Contractor's/Sub-contractor's decision not to make it. If directed by the Contracting Authority to make the correction, the Contractor must do so;

- (h) keep a record of the date and source of the last update to each Record;
- (i) maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the foreign recipient Contractor/Sub-contractor and Canada at any time; and
- (j) secure and control access to any hard copy Records.

7. 21.17 Safeguarding Personal Information

- (1) The foreign recipient Contractor/Sub-contractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the foreign recipient Contractor/Sub-contractor must:
 - (a) store the Personal Information electronically so that a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the Personal Information is stored;
 - (b) ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work;
 - (c) not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Canadian DSA has first consented in writing;
 - (d) safeguard any database or computer system on which the Personal Information is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information;
 - (e) maintain a secure back-up copy of all Records, updated at least weekly;
 - (f) implement any reasonable security or protection measures requested by Canada from time to time; and
 - (g) notify the Contracting Authority and the Canadian DSA immediately of any security breaches; for example, any time an unauthorized individual accesses any Personal Information.

7. 21.18 Statutory Obligations

- (1) The foreign recipient Contractor/Sub-contractor acknowledges that Canada is required to handle the Personal Information and the Records in accordance with the provisions of Canada's *Privacy Act*, *Access to Information Act*, R.S. 1985, c. A-1, and *Library and Archives of Canada Act*, S.C. 2004, c. 11. The foreign recipient Contractor/Sub-contractor agrees to comply with any requirement established by the Contracting Authority that is reasonably required to ensure that Canada meets its obligations under these acts and any other legislation in effect from time to time.
- (2) The foreign recipient Contractor/Sub-contractor acknowledges that its obligations under the contract/subcontract are in addition to any obligations it has under the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the foreign recipient Contractor/Sub-contractor believes that any obligations in the contract/subcontract prevent it from meeting its obligations under any of these laws,

the foreign recipient Contractor/Sub-contractor must immediately notify the Contracting Authority of the specific provision of the contract/subcontract and the specific obligation under the law with which the foreign recipient Contractor/Sub-contractor believes it conflicts.

7. 21.19 Legal Requirement to Disclose Personal Information

Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the foreign recipient Contractor/Sub-contractor must immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.

7. 21.20 Complaints

Canada and the foreign recipient Contractor/Sub-contractor each agree to notify the other immediately if a complaint is received under the *Access to Information Act* or the *Privacy Act* or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

7. 21.21 Exception

The obligations set out in these supplemental general conditions do not apply to any Personal Information that is already in the public domain, as long as it did not become part of the public domain as a result of any act or omission of the Contractor or any of its sub-contractors, agents, or representatives, or any of their employees.

7.22 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.

7.23 Priority of Documents

- (1) 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; including any individual SACC Manual clauses incorporated by reference in these Articles of Agreement;
 - (b) Annex A, Statement of Requirements;
 - (c) Annex B, Basis of Payment;
 - (d) Annex C, Security Requirements Check List;
 - (e) Annex D, Supply Chain Integrity Process;

- (f) the signed Task Authorizations (including all of their annexes, if any);
- (g) the Contractor's bid dated _____, (*insert date of bid*)
- (h) Annex "H" SaaS IT Security (ITS) Assessment Program: Onboarding Program
- (i) the Contractor's SaaS Service Level Agreement (SLA);
- (j) Annex G, Non-Disclosure Agreement.

7.24 Foreign Nationals (Canadian Contractor)

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

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

7.25 Foreign Nationals (Foreign Contractor)

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

APPENDIX A - DEFINITIONS AND INTERPRETATIONS

In this Contract, unless the context otherwise requires, the following terms shall have the following meanings:

“Asset” means all information technology resources used, accessed or managed by the Contractor to provision and deliver the Services described in this Agreement (including, without limitation, all technology resources at the Contractor's Service Locations or at the Contractor's or a Sub-contractor's data centre, networking, storage, servers, virtualization platforms, operating systems, middleware, and applications).

“Applicable Taxes” means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

“Average Rate” means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made.

“Bank Rate” means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

“Canada”, “Crown”, “Her Majesty” or “the Government” means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

“Canada Data” means information or data, regardless of form or format:

- A. disclosed by or related to the Canada's personnel, clients, partners, joint venture participants, licensors, vendors or contractors;
- B. disclosed by or related to End Users of the Services; or
- C. collected, used or processed by, or stored for, the Services; which is directly or indirectly:
 - i. disclosed to the Contractor or Sub-contractors by or on behalf of the Canada or End Users;
 - ii. to which the Contractor or any Sub-contractors obtains access, intentionally or inadvertently;
 - iii. resident on any Asset, or on any other network, System or Hardware used or managed for Canada by the Contractor for the Services and Contractor's services, including Contractor Infrastructure; or
 - iv. generated, developed, acquired or otherwise obtained by the Contractor or any Sub-contractor or Sub-processor as part of or in the course of providing the Services; and includes all information derived from such information and all metadata forming part of or associated with such information. For greater certainty, “Canada Data” includes all information and data stored in or processed through the Services, Assets, or Contractor Infrastructure.

“Client” means the department or agency for which the Work and/or Services are performed under the Contract. In such respect, Client may refer to any Government Department, Departmental Corporation or Agency, or other Crown entity described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services may be authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.

“Client Data” means (i) any data provided to the Contractor by Client or at its direction in connection with the Solution and (ii) all content that the Contractor develops and delivers to Client, and that Client accepts, in accordance with this Contract.

“Cloud Computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.

“Cloud Infrastructure” means the collection of hardware and software that enables the five essential characteristics of cloud computing. The cloud infrastructure can be viewed as containing both a physical layer and an abstraction layer. The physical layer consists of the hardware resources that are necessary to support the cloud services being provided, and typically includes server, storage and network components. The abstraction layer consists of the software deployed across the physical layer, which manifests the essential cloud characteristics. Conceptually the abstraction layer sits above the physical layer. [NIST]

“Cloud Service Provider (“CSP”)” means the entity that owns, operates and maintains the physical infrastructure on which a Solution is hosted and from which a Solution is distributed. A CSP may also be SaaSP if they host and distribute their own and third-party solutions. “Commercially Available” means a product and/or service available to the public to obtain for use or consumption and requires no special modification or maintenance over its life cycle.

“Contract” means the Articles of Contract, any general conditions, any supplemental general conditions, annexes, appendices and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.

“Contracting Authority” means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract.

“Contractor” means the entity named in the Contract to provide the Services and/or the Work to Canada

“Contract Price” means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes.

“Cost” means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract.

“Date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

“Deliverable” or “Deliverables”, when used generically, refers to any discrete part of the Work to be performed for Canada.

“Device” means equipment having a physical central processor unit (CPU), mass storage and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants and mobile computing equipment.

“Error” means any instruction or statement contained in or absent from the Solution, which, by its presence or absence, prevents the Solution from operating in accordance with the Specifications.

“Federal Government Working Day” is defined as Monday to Friday, 8:00 am to 4:00 pm Eastern Time, excluding statutory holidays observed by Canada.

“IaaS” or “Infrastructure as a Service” means “(t)he capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does

not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls)."

"IaaS Infrastructure" means Infrastructure managed by the Contractor and provided as a Service (e.g. Data Center, Networking, Storage, Servers, Virtualization platform). This also includes the Systems, Hardware and Software that are used to manage, operate and provision an IaaS Infrastructure.

"Information Assets" means any individual data element of such Canada Data.

"Information Spillage" means incidents where an Information Asset is inadvertently placed on an Asset or System that is not authorized to process it (e.g. ITSG-33, IR-9).

"PaaS" or "Platform as a Service" means "(t)he capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider. [NIST]"

"PaaS Infrastructure" means the platform infrastructure managed by the Contractor and provided as a Service (e.g. Data Center, Networking, Storage, Servers, Virtualization platform, O/S, Middleware, and Runtime). This also includes the Systems, Hardware and Software that are used to manage, operate and provision the PaaS Infrastructure.

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them.

"Public Cloud" means the cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.

"Public Services and Procurement Canada" or "Public Works and Government Services Canada" means the Department of Public Works and Government Services as established under the Department of Public Works and Government Services Act.

"Overdue" means the time when an amount is unpaid on the first day following the day on which it is due and payable according to the Contract.

"Personal Information" means information that is about an identifiable individual and recorded in any form, as defined in section 3 of the Privacy Act. Examples include, but is not limited to the information relating to race, nationality, ethnic origin, religion, age, marital status, address, education as well as the medical, criminal, financial or employment histories of an individual. Personal information also includes any identifying number or symbol, such as the social insurance number, assigned to an individual. Definition from Government of Canada Justice Laws Website : <https://laws-lois.justice.gc.ca/eng/acts/P-21/section-3.html>

"Processor" means a natural or legal person, public authority, agency or other body that processes Personal Information on behalf of, and in accordance with the instructions of, Canada.

"Product Manufacturer" means the entity which assembles the component parts to manufacture a Product.

"Public Cloud" means the cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.

"Public Cloud Services" means a shared pool of configurable Cloud Computing service models made available to users as a rapid, on demand, elastic self service via the Internet from a Cloud Service Provider's servers as opposed to being provided from a company's own on-premises servers, but does not include managed services, training, private or on-premise cloud services, or professional or consulting services that exceed standard public commercially available support services.

"Record" means any hard copy document or any data in a machine-readable format containing Personal Information or Canada data

"Security Event Log" means any event, notification or alert that a device, systems or software is technically capable of producing in relation to its status, functions and activities. Security Events Logs are not limited to security devices, but are applicable to all devices, systems and software that are technically capable of producing event logs that can be used in security investigations, auditing and monitoring. Examples of Systems that can produce security event logs are, but not limited to: firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, network, authentication services, directory services, DHCP, DNS, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application/layer 7 firewalls.

"Security Incident" means any observable or measurable anomaly occurring with respect to an Asset, which results, or which may result, in:

(A) a violation of the Canada's Security Policies, a Specific Security Measure, the Contractor's or Sub-contractor's security policies or procedures, or any requirement of these Security Obligations or the Privacy Obligations; or

(B) the unauthorized access to, modification of, or exfiltration of any Authorized Personnel's credentials, Users' credentials, or Information Asset.

"Service Level Agreement (SLA)" means an agreement between the Contractor and Canada that defines the level of service expected from the Contractor.

"Service Location(s)" means any facility, site or other physical location owned, leased, provisioned or otherwise occupied by the Contractor or any Contractor Sub-processor from which the Contractor or any Contractor Sub-processor provides any Public Cloud Services.

"Services" means

- i) granting usage rights to the software application(s) ("Solutions")
- ii) providing Solution Documentation;
- iii) maintaining, upgrading, and updating the Solution(s);
- iv) managing incidents and defects to ensure the Solution(s) operate at the applicable service levels; and,
- v) providing incidental and additionally required information technology infrastructure services required to deliver the Solution.

"Software as a Service" or "SaaS" means the service model through which the capability provided to the consumer is to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings. [NIST]

"SaaS Publisher" ("SaaSP") means the entity that owns, operates, maintains and distributes SaaS Solutions.

“Solution Availability” means the percentage of minutes in a month that the Solution is operational.

“Solution Documentation” means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada under the Contract for use with the Solution.

“SaaS Solution or “Solution” means the software application delivered through a SaaS distribution model in which an Application Service Provider or Cloud Service Provider makes centrally hosted software applications available to customers over the Internet, providing access to and use of a fully maintained, automatically upgraded, up-to-date Solution, technical support services, as well as physically and electronically secure information technology infrastructure, all included in the subscription service.

“Specifications” means the description of the essential, functional or technical requirements of the Services in Annex F - Service Level Agreement, including the procedures for determining whether the requirements have been met.

“Bid” means the documents that the Contractor submits in response to the Request for Proposal (RFP).

“Sub-processor” means any natural or legal person, public authority, agency or other body which processes personal information on behalf of a data controller.

“Usage rights” means granting access to and use of a Solution, also sometimes known as a subscription license.

“User” means any individual, or system process acting on behalf of an individual, authorized by the Canada to access the Services.

“Value-Added Reseller” or “VAR” means a Contractor who is an affiliate, partner, value-added reseller or other channel distributor of SaaS. VAR does not include a Software Publisher, an SaaS, or a CSP who is also an SaaS.

“Work” means all activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

“Workplace Technology Devices” means desktops, mobile workstations such as laptops and tablets, smartphones, phones, and peripherals and accessories such as monitors, keyboards, computer mouse, audio devices and external and internal storage devices such as USB flash drives, memory cards, external hard drives and writable CD or DVD.

Solicitation No. - N° de l'invitation
G9292-202457
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
127 XL
CCC No./N° CCC - FMS No./N° VME

ANNEX “A” - STATEMENT OF REQUIREMENTS

(insert if applicable)

ANNEX A–STATEMENT OF REQUIREMENT

1. Government Requirement

Employment and Social Development Canada (ESDC), a department of the Government of Canada (Canada), has a requirement for an Emergency Management Application System (EMAS). EMAS is to be delivered as a Service (SaaS) on a public cloud that is capable of handling Protected B data, which will facilitate the creation, monitoring, management, and consolidation of emergency management information (e.g. plans) and data (e.g. contact information) across the four pillars of emergency management (Figure 1).

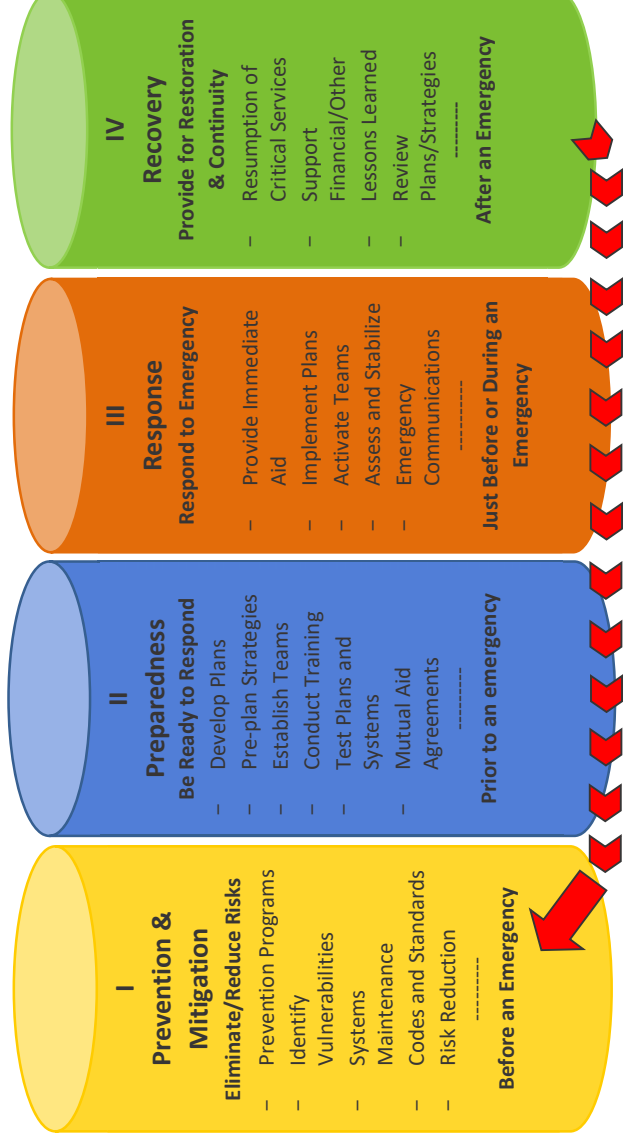


Figure 1: Cycle of Emergency Management (I. Prevention, II. Preparedness, III. Response, IV. Recovery)

EMAS requires the following functional areas to support the four pillars of emergency management:

- Crisis Management
- Business Continuity Planning
- IT Continuity Planning
- Building Emergency

Without an EMAS, the above are a logistical challenge for an organization with the size and complexity of ESDC. As a Federal Department, ESDC has approximately 30,000 employees, often managed virtually, in approximately 490 locations across Canada, working in multiple business lines. This complexity leads to reporting and data accuracy issues as well as difficulty in determining ESDC's preparedness (e.g. monitoring exercise and emergency plan completion).

Consolidation of ESDC's emergency management information and data (i.e. a relational database) will increase ESDC's confidence in decision-making during emergencies by improving monitoring capabilities (e.g. plan completion), identification of interdependencies (e.g. between ESDC Programs, Services, IT systems, and their geographical locations) and up-to-date information and data.

ESDC requires access to emergency information and data, through an EMAS, to coordinate and respond to emergency events across its business lines and geographical area of responsibility. For this, ESDC requires a system that is accessible Canada-wide and provides resilience against network outages.

Coordinating and monitoring ESDC's emergency preparedness (e.g. emergency plan completion, exercises completion) suffers from the same challenges related to workforce distribution mentioned above. ESDC requires a system that facilitates monitoring and sharing of information, and the creation of standardized plans and reports across the department.

2. Aim and Priorities

The aim of the EMAS is to simplify emergency management at ESDC with the following priorities:

- Availability
- Automation
- Monitoring
- Accuracy of data
- Protection of staff, assets and operations during emergencies.

The key factors to success are preparation (e.g. planning, testing, and monitoring) for business continuity and IT Service recovery as well as the efficient coordination and communication among numerous stakeholders in coordinating a corporate, regional, and local response to emergencies.

Current State

Currently solutions deployed at ESDC, delivering functionality similar to that required of the EMAS, are disparate, do not share information with one another, and are only partially automated. Several of these tools have proven to be effective, but do not fully meet all of ESDC's needs. EMAS, as their replacement, will require migration of information assets from the current system.

3. Goals and Purpose

The goal of the EMAS is to provide ESDC users with Canada-wide access via an Internet connection to a single automated system for managing all four pillars of emergency management.

The purpose of EMAS is to improve ESDC's ability to maintain the safety and security of ESDC employees and its clients, continue delivery of ESDC programs and services to Canadians in emergency situations and to fulfill its responsibilities under the [Federal Emergency Response Plan](#) in responding to and supporting Canadians in case of a federal emergency.

4. Project Implementation Timeline

In the Year 1 of the contract, EMAS will be implemented in two phases:

- Phase 1: Provision of initial access to 20 key users, their comprehensive training, configuration, legacy data migration, testing and service acceptance by Canada.
- Phase 2: Provision of access to the remaining 2,980 users, their user training and full rollout.

5. Scope

The EMAS will be delivered as a Software as a Service (SaaS) that best meets all the requirements laid out in this Statement of Requirement document, including a mandatory compliance with the Information Technology security controls selected in the attached "[Canada Security Control Profile for Cloud-based IT services for Protected B, Medium Integrity, Medium Availability \(PBMM\)](#)" document. It will be delivered in the public cloud, with the capability to handle Protected B data. For reference to the IT security compliance and the reasoning for the selection of controls, refer to the Cloud Service Models diagram in Appendix C.

The scope of this procurement encompasses:

- EMAS, as a SaaS type of service; and
- Professional services required for its implementation and rollout.

The EMAS's functional scope will include:

1. Crisis Management
2. Business Continuity Management

3. Disaster Recovery Planning
4. IT Service Continuity Planning
5. Building Emergency Preparation
6. Testing and Exercising
7. Emergency Communications
8. Monitoring and Reporting

To facilitate project delivery, Canada requires the Bidder to offer the following professional services:

1. Training Service (train-the-trainer approach)
Canada requires the successful Bidder to provide training to the first twenty users (considered core users) at the ESDC, comprehensive enough as to enable them for performing administrative functions, configuration, migration of the legacy information assets, testing, training and the service rollout to the remaining 2,980 users.
2. Configuration & Testing services
Canada requires the successful Bidder to provide professional services for configuring/tuning and testing the EMAS.
3. Migration services
Canada requires the successful Bidder to provide professional services for migrating Canada information assets from the legacy systems to the EMAS.
4. Rollout services
Canada requires the successful Bidder to provide professional services for the rollout of the EMAS service to the remaining 2,980 users.

6. EMAS Roles

The EMAS will serve four (4) main types of roles, which will have the following respective capabilities:

1. **EMAS Administrator** - has all rights and privileges:
 - a. configures and manages system settings;
 - b. manages system access for ESDC Users;
 - c. creates, manages and deletes information, data and workflows;
 - d. performs systemwide reporting and monitoring; and
 - e. includes roles of a Plan Owner and of a Plan Approver.
2. **EMAS Coordinator** - system access privileges restricted based on business area:
 - a. manages system access for ESDC users in a respective business area;
 - b. creates, manages and deletes information, data and workflows;
 - c. maintains EMAS screens for their business area; and
 - d. performs reporting and monitoring for their business area.
3. **EMAS Contributor** - system access privileges restricted based on business area:
 - a. creates, modifies, manages and approves data, information and workflows; and
 - b. performs reporting and monitoring for their business area.
4. **EMAS Viewer** - system access privileges are read-only and restricted based on business area or need-to-know:
 - a. has only view rights; and
 - b. includes role of an Oversight Group member.

The above four types of ESDC users will be representatives from a variety of areas that include, but are not limited to:

- ESDC executives
- Building Emergency Personnel
- National and Regional Emergency Operations Centres staff
- Regional Security Offices
- IT Incident Management staff
- Occupational Health and Safety staff
- Business Continuity and Emergency Management Coordinators

For reference to the acronyms and terms used throughout this document see Appendix A and Appendix B.

7. EMAS Requirements

7.1. Mandatory Requirements

7.1.1 Security Compliance Requirements

The following security requirements (M1-M20) must be met in order to demonstrate security compliance up to and including Protected B data.

Table 1. Requirements for Security Compliance (up to and including Protected B data)

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M1	Roles and Responsibilities for Security	The Bidder must clearly delineate the roles and responsibilities for the security controls and features of the Cloud Services between the Bidder (any Bidder's sub-processors, as applicable) and Canada.	In their response the Bidder must include, at a minimum, the parties' roles and responsibilities for: (i) account management; (ii) boundary protection; (iii) asset and information system backup; (iv) incident management; (v) system monitoring; and (vi) vulnerability management.

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M2	Master / Root Account Management	<p>The Bidder's system must have the ability to protect the confidentiality, integrity and availability of Canada Master Account information and credentials used to establish Canada cloud environment. This includes ensuring that credentials remain within the geographic boundaries of Canada.</p>	<p>The Bidder must demonstrate compliance by providing documentation outlining the commercially available Software as a Service's ability to protect the confidentiality, integrity and availability of Canada Master Account information and credentials used to establish Canada cloud environment.</p> <p>To be considered compliant, the provided documentation must include a system documentation that outlines the policies, processes and procedures used to protect the confidentiality, integrity and availability of Canada Master Account information and credentials used to establish Canada cloud environment.</p> <p>The substantiation required for the Master / Root Account Management, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Bidder meets the requirement. Bidder can provide screen captures and technical or end- user documentation to supplement their responses. The Bidder must indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant. The substantiation may refer to additional documentation submitted with the response, it is requested that Bidder indicates where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M3	Data Protection Isolation	<p>The Bidder's proposed system must provide Canada the ability to isolate data in Canada in an approved data centre.</p> <p>For the purposes of this solicitation, an approved Data Centre is defined as the following:</p> <ol style="list-style-type: none"> 1. a data centre that is geographically located in Canada; and 2. a data centre that meets all security requirements and certifications identified. 	<p>The Bidder must provide documentation that demonstrates how the Bidder complies with the requirements in the Data Centre Facilities Requirements</p> <p>To be considered compliant, the provided documentation must include a system documentation or technical documentation outlining and detailing the security measures including policies, processes and procedures that are implemented for the protection of IT facilities and information system assets on which Canada data is stored and processed against all forms of tampering, loss, damage, and seizure, and that is based on a prevent-detect-respond-recover approach to physical security.</p> <p>The substantiation required for Data Centre Facilities Requirements, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the commercially available Software as a Service meets the requirement. Bidders can provide screen captures and technical or end-user documentation to supplement their responses. Bidders must indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant. The substantiation may refer to additional documentation submitted with the response, it is requested that Bidder indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M4	Data Segregation	<p>The Bidder must implement controls to ensure appropriate isolation of resources such that Information assets are not co-mingled with other tenant data, while in use, storage or transit, and throughout all aspects of the Bidder's proposed system and Bidder infrastructure's functionality and system administration. This includes implementing access controls and enforcing appropriate logical or physical segregation to support:</p> <ol style="list-style-type: none"> 1. the separation between Bidder's internal administration from resources used by its customers; and 2. the separation of customer resources in multi-tenant environments in order to prevent one malicious or compromised consumer from affecting the service or data of another. 	<p>The Bidder must provide documentation that demonstrates how the Bidder complies with the requirements.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M5	Data Protection	<p>The Bidder's system must have the ability to store and protect its information at rest, including data in backups or maintained for redundancy purposes, within the geographic boundaries of Canada.</p> <p>This also includes:</p> <ol style="list-style-type: none"> 1. identifying and providing Canada with an up-to-date list of physical locations including city which may contain Canada's data in Canada for each data centre that will be used to provide services. 2. expressly advising Canada of Supplier's future intent to use 3rd party services or API as part of the Service that could be delivered, from outside of Canada, specifying all such locations abroad (country, province, city) where data would be stored and processed and where they manage the service from, in order for Canada to take an appropriate decision whether to accept that modification or not. 3. ensuring the infeasibility of finding a specific customer's data on physical media; and 4. employing encryption to ensure that no data is written to a disk in an unencrypted form. <p>Note to the Bidders:</p> <p>Bidders are advised that subsequent procurement phases may require the Bidder to notify Canada when there are updates to the list of physical locations which may contain Canada's data.</p>	<p>The Bidder must demonstrate compliance by providing documentation outlining proposed commercially available Software as a Service's ability to isolate data in Canada in an approved data centre.</p> <p>To be considered compliant, the provided documentation must include the following:</p> <ol style="list-style-type: none"> 1. screen shots of the available data centre where Canada data centres are on the availability list; and 2. a list or map indicating where geographically the data centres are located in Canada. <p>The substantiation required for this criteria cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the commercially available Software as a Service meets the requirement. Bidder can provide screen captures and technical or end-user documentation to supplement their responses.</p> <p>Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant. The substantiation may refer to additional documentation submitted with the Submission, it is requested that Bidder indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M6	Data Centre Facilities	<p>The Bidder must ensure that security measures are implemented for the protection of IT facilities and information system assets on which Canada data is stored and processed against all forms of tampering, loss, damage, and seizure, and that is based on a prevent- detect-respond-recover approach to physical security. Physical protection measures must be applied in accordance with, or use an adequate risk-based approach aligned with, the physical security controls and the practices in the Treasury Board Operational Security Standard on Physical Security. The security measures required under this include, at a minimum;</p>	
			<p>The Bidder must provide documentation that demonstrates how the Bidder complies with the requirements in the Data Centre Facilities Requirements.</p> <p>To be considered compliant, the provided documentation must include a system documentation or technical documentation outlining and detailing the security measures including policies, processes and procedures that are implemented for the protection of IT facilities and information system assets on which Canada data is stored and processed against all forms of tampering, loss, damage, and seizure, and that is based on a prevent- detect-respond-recover approach to physical security.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
		<ol style="list-style-type: none"> 1. sufficient redundancy and recovery capabilities within and between its IT facilities including being geographically disparate such that the loss of one data centre does not prohibit recovery of data within the prescribed Service Level Agreement (SLA); 2. proper handling of IT media; 3. controlled maintenance of information systems and their components to protect their integrity and ensure their ongoing availability; 4. controlled access to information system output devices to prevent unauthorized access to Canada's data; 5. limiting physical access to its information system assets to authorized employees and Suppliers based on position or role and the need-to-access principle, and validated by two forms of identification; 6. escorting visitors and monitoring visitor activity; 7. maintaining audit logs of physical access; 8. controlling and managing physical access devices; 9. enforcing safeguarding measures for Canada data at alternate work sites (e.g., telework sites); and 10. recording and monitoring all physical access to data centre facilities and all logical access to information system components hosting Canada's data using a combination of access logs and video surveillance in all sensitive areas and intrusion detection mechanisms. 	<p>The substantiation required for Data Centre Facilities Requirements, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the commercially available Software as a Service meets the requirement. Bidder can provide screen captures and technical or end-user documentation to supplement their responses.</p> <p>Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant. The substantiation may refer to additional documentation submitted with the response, it is requested that Bidder indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M7	Personnel Security	<p>The Bidder must implement security measures that grant and maintain the required level of security screening for its respective personnel, as well as the personnel of any sub-contractor personnel pursuant to their access privileges to information system assets on which Canada data is stored and processed.</p> <p>Screening measures must be applied in accordance with the definition and practices in the Treasury Board Standard on Security Screening , or use an acceptable equivalent agreed to by Canada. This includes, at a minimum:</p>	<p>The Bidder must provide documentation that demonstrates how the Bidder of the proposed system complies with the requirements in the Personnel Security Requirements.</p> <p>To be considered compliant, the provided documentation must include a system documentation or technical documentation outlining and detailing the security measures including the policies, processes and procedures that are used to grant and maintain the required level of security screening for the Bidder and sub-contractor personnel pursuant to their access</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
		<ol style="list-style-type: none"> 1. Personnel Security description of the employee and sub-contractor positions that require access to Canada's Data or have the ability to affect the confidentiality, integrity or availability of the proposed system; 2. process for ensuring that employees and sub-contractors understand, are aware, and fulfill, their responsibilities for information security, and are suitable for the roles or which they are considered; 3. process for security awareness and training as part of employment on boarding and when employee and sub-contractors roles change; 4. process that is enforced when an employee or sub-contractor changes their role or when employment is terminated; and 5. approach for detecting potential malicious insiders and controls implemented to mitigate the risk of access to Canada data and/or affect on the reliability of cloud services hosting Canada assets and data. 	<p>privileges to information system assets on which Canada's Data is stored and processed.</p> <p>The substantiation required in the Personnel Security Requirements, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Bidder meets the requirement. Bidder can provide screen captures and technical or end-user documentation to supplement their responses. The Bidder must indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant. The substantiation may refer to additional documentation submitted with the response, it is requested that Bidder indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M8	Third Party Assurance	<p>The Bidder's proposed system must be designed and developed to ensure the security of their proposed commercially available Software as a Service, including, implementing information security policies, procedures, and security controls.</p> <p>The Bidder must also comply with the security requirements selected in the Canada Security Control Profile for Cloud-Based IT Services for Protected B. Medium Integrity and Medium Availability (PBMM), for the scope of the proposed commercially available Software as a Service provided.</p> <p>Compliance will be validated and verified through the Canadian Centre for Cyber Security (CCCS)'s Cloud Service Provider IT Security Assessment Process.</p> <p>Any Bidder that has participated in the process must provide documentation to confirm that they have completed the onboarding process with (i) a copy of the most recent completed assessment report provided by CCCS; and (ii) a copy of the most recent summary report provided by CCCS. This will accelerate the qualification process and at the same doesn't require the Bidder to demonstrate compliance.</p> <p>To initiate the onboarding process, the Bidder must contact the CCCS Client Services to receive a copy of the onboarding submission form and any additional information related to the Cloud Service Provider IT Security Assessment Process.</p>	<p>The Bidder must demonstrate how they comply with the Third Party Assurance Requirements. Compliance must be demonstrated through the mapping of security controls to the applicable industry certifications identified below, and validated through independent third party assessments.</p> <p>The Bidder must provide each of the following industry certifications to demonstrate compliance:</p> <ol style="list-style-type: none"> 1. ISO/IEC 27001:2013 Information technology -- Security techniques -- Information security management systems--Requirements; and 2. ISO/IEC 27017:2015 Information technology -- Security techniques -- Code of practice for information security controls based on ISO/IEC 27002 for cloud services; and 3. AICPA Service Organization Control (SOC) 2 Type II for the trust principles of security, availability, processing integrity, and confidentiality. <p>Each certification or assessment report must:</p> <ol style="list-style-type: none"> 1. Be valid as of the submission date; 2. Identify the legal business name of the proposed commercially available Software as a Service and Cloud Service Provider; 3. Identify the current certification date and/or status; 4. Identify the list of assets, infrastructure, and service locations within the scope of the certification report. 5. The scope of the report must map to locations and services offered by the proposed commercially

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
			<p>available Software as a Service. If the carved-out method is used to exclude subservice organizations such as data centre hosting, the subservice organization's assessment report must be included; and</p> <p>6. Be issued from an independent third party qualified under AICPA or CPA Canada and/or ISO certification regime that conforms to ISO/IEC 17020 quality system standard.</p> <p>The Bidder can provide additional supplementary evidence from system security plans, information system design, information system architecture, or documents that provide a comprehensive system description, such as assessment of its Services against the Cloud Security Alliance (CSA) Cloud Control's Matrix (CCM) version 3.01 or subsequent version, to support the claims from the above certifications, in order to demonstrate compliance to the Canada Security Control Profile for Cloud-Based IT Services for Protected B, Medium Integrity and Medium Availability (PBMM).</p> <p>Please note:</p> <ul style="list-style-type: none"> • Certifications must be provided for all portions of the proposed Service. • Certifications must be accompanied by assessment reports

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M9	IT Security Assessment Process	<p>The Bidder must demonstrate compliance with the security requirements selected in the Canada Security Control Profile for Cloud-Based IT Services (Protected B-M-M) available for the scope of the Services provided by the Bidder, in the Cloud Service Provider IT Security Assessment Process.</p>	<p>The Bidder must demonstrate compliance with the security requirements selected in the Canada Security Control Profile for Cloud-Based IT Services (Protected B, Medium Integrity, Medium Availability) for the scope of the cloud services provided by the Bidder, in the Cloud Service Provider IT Security Assessment Process</p> <p>Compliance must be demonstrated through the mapping of security controls to the applicable industry certifications identified below and validated through independent third party assessments.</p> <p>Mapping of the Security Controls must include:</p> <p>Canada Security Control Profile for Cloud-Based GC IT Services (PBMM); and industry certification in Third-Party Assurance.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M10	Supply Chain Management	<p>The Bidder must provide a third-party supplier list containing information on any third parties (e.g. subsidiaries, sub-contractors, etc.) that would provide Canada with the proposed commercially available Software as a Service.</p> <p>For the purposes of this requirement, a company who is merely a supplier of goods to the Bidder, but who does not perform any portion of the supply chain that could provide Canada with the proposed commercially available Software as a Service, is not considered to be a third party.</p> <p>Third party examples would include, for example, technicians who might be deployed or maintain the commercially available Software as a Service of the Bidder that has been proposed by the Bidder.</p>	<p>The Bidder must provide documentation that lists information on any third parties that could be used to perform any part of the supply chain that would provide Canada with the proposed commercially available Software as a Service whether they would be</p> <ol style="list-style-type: none"> 1. sub-contractors to the Bidder, or 2. sub-contractors to sub-contractors of the Bidder down the chain, OR 3. any subsidiaries. <p>The Bidder must fill out the Annex F - SCI (Supply Chain Integration) Submission Template, as provided under this RFP.</p> <p>If the Bidder does not use any third parties to perform any part of the supply chain that could provide Canada with the proposed commercially available Software as a Service, the Bidder is requested to indicate this in their response to this requirement.</p> <p>The Bidder must indicate where the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M11	Supply Chain Risk Management	<p>The Bidder must implement safeguards to mitigate supply chain threats and vulnerabilities to IT services in order to maintain confidence in the security of the sources of information systems and the IT components used to provide proposed system. This includes, but is not limited to designing and implementing controls to mitigate and contain data security risks through proper separation of duties, role-based access, and least-privilege access for all personnel within the supply chain.</p>	<p>The Bidder must demonstrate how the Bidder complies with the requirements in the Supply Chain Risk Management Requirements as documented under the Cloud Service Provider IT Security Assessment Process.</p> <p>To be considered compliant, the provided documentation must demonstrate that the commercially available Software as a Service supply chain risk management approach aligns with one of the following best practices:</p> <ol style="list-style-type: none"> 1. ISO/IEC 27036 Information technology -- Security techniques -- Information security for supplier relationships (Parts 1 to 4); or 2. NIST Special Publication 800-161 - Supply Chain Risk Management Practices for Federal Information Systems and Organizations; or 3. ITSG-33 security controls for SA-12 and SA-12(2) where the organized defined security safeguards is documented in a Supply Chain Risk Management (SCRM) plan. The SCRM Plan must describe the Bidder's approach to SCRM and demonstrate how the Bidder will reduce and mitigate supply chain risks. <p>The SCRM Plan must be independently assessed and validated by an independent third party certified under AICPA or CPA Canada, and/or ISO certification regime.</p> <p>The Bidder must indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M12	Privacy	<p>The Bidder must demonstrate that it is compliant with the privacy policies, procedures, and provisions that meet the following industry certification:</p> <ol style="list-style-type: none"> 1. ISO/IEC 27018:2014 Information technology -- Security techniques -- Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors. <p>Please note: Bidder is advised that subsequent procurement phases may require the Bidder to confirm to Canada on a regular basis that the proposed commercially available Software as a Service meets the above certification, and that the certification is valid for the full term of the procurement vehicle.</p>	<p>To demonstrate compliance to the certification, the Bidder must provide:</p> <ol style="list-style-type: none"> 1. A copy of the commercially available Software as a Service and Cloud Service Provider most recent and ISO 27018 certification documents, which must have been issued within 12 months prior to the submission date; and 2. A copy of the ISO 27018 assessment report for their current commercially available Software as a Service and Cloud Service Provider. <p>The Bidder must indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>
M13	Privacy by Design	<p>The Bidder must demonstrate that it implements privacy by design as part of its software development lifecycle, and in accordance with the requirement M17 (Secure Development) in this table.</p>	<p>The Bidder must provide documentation that demonstrates how the Bidder of the proposed system complies with the requirements.</p> <p>The Bidder must indicate where in response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M14	Privileged Access Management	<p>The Bidder must provide system documentation that demonstrates how the Software as a Service is able to meet the following security requirements, Privileged Access Management Requirements:</p> <ol style="list-style-type: none"> 1. Manage and monitor privileged access to the bidder's proposed system, including the underlying infrastructure, to ensure that all service interfaces within a multi-tenant environment are protected from unauthorized access, including those that are used to host Canada services; 2. Restrict and minimize access to the Bidder's proposed system and Canada's information assets to only authorized devices and end users with an explicit need to have access; 3. Enforce and audit authorizations for access to the proposed system and associated information assets; 4. Constrain all access to service interfaces that host Assets and information assets to uniquely identified, authenticated and authorized end users, devices, and processes (or services); 5. Implement password policies to protect credentials from compromise by either online or offline attacks and to detect these attacks by logging and monitoring events such as (i) successful use of credentials (ii) unusual use of credentials, and 6. access to and exfiltration from the password database, in accordance with CCCS ITSP.30.031 V2 (or subsequent versions) 	<p>The Bidder must demonstrate compliance by providing documentation outlining the commercially available Software as a Service's ability to meet the security requirements related to the Privileged Access Management Requirements:</p> <p>To be considered compliant, the provided documentation must include a system documentation that outlines the policies, processes and procedures used to manage privileged access management.</p> <p>The substantiation required for the Privileged Access Management, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Bidder meets the requirement. Bidder can provide screen captures and technical or end-user documentation to supplement their responses.</p> <p>Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant. The substantiation may refer to additional documentation submitted with the response, it is requested that Bidder indicate where in submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
		<p>7. Implement multi-factor authentication mechanisms to authenticate (Tier 2 only) end users with privileged access, in accordance with CCCS ITSP.30.031 V2 (or subsequent versions)</p> <p>8. Implement role-based access control mechanisms to assign privileges which form the basis to enforce access to assets and information assets;</p> <p>9. Define and implement separation of duties to achieve, at a minimum, separation of service management and administration roles from information system support roles, development roles from operational roles, and access management roles from other operational roles;</p> <p>10. Adhere to the principles of least privilege and need-to-know when granting access to the proposed system and Assets and information assets;</p> <p>11. Access controls on objects in storage and granular authorization policies to allow or limit access</p> <p>12. Use security-hardened endpoints (e.g. computers, end user devices, jump servers, etc.) that are configured for least functionality (e.g. dedicated endpoint that does not have Internet browsing or open e-mail access) to provide support and administration of the proposed system and Bidder Infrastructure;</p> <p>13. Implement an automated process to periodically audit, at a minimum, account creation, modification, enabling, disabling, and removal actions; and</p>	

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M15	Federation of Identity	<p>14. Upon the termination of employment, terminate or revoke authenticators and access credentials associated with any Services Personnel.</p> <p>The Bidder must have the ability for Canada to support federated identity integration including:</p> <ol style="list-style-type: none"> 1. Implement multi-factor authentication mechanisms to authenticate end users with privileged access, in accordance with CCCS ITSP.30.031 V2 (or subsequent versions) 2. Support for Security Assertion Markup Language (SAML) 2.0 and OpenID Connect 1.0 where the End User credentials and authentication to cloud services are under the sole control of Canada; and 3. Ability to associate Canada unique identifiers (e.g. a Canada unique ID, a Canada e-mail address, etc.) with the corresponding cloud service user account(s). 	<p>The Bidder must provide documentation that demonstrates how the Bidder complies with the requirements in the Federation of Identity.</p> <p>To be considered compliant, the provided documentation must include a system documentation or technical documents outlining and detailing the security measures including policies, processes and procedures that are implemented for the protection of Federation of Identity.</p> <p>The substantiation required for the Federation of Identity cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the commercially available Software as a Service meets the requirement. Bidder can provide screen captures and technical or end-user documentation to supplement their responses. The Bidder must indicate where in the submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant. The substantiation may refer to additional documentation submitted with the submission, it is requested that Bidder indicate where in the submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M16	Endpoint Protection	<p>The Bidder must implement, manage, and monitor security-hardened endpoints to prevent against attacks and misuse in accordance with industry recognized configuration guidelines such as those found in NIST 800-123 (Guide to General Server Security), the Center for Internet (CIS) Benchmarks or an equivalent standard approved by Canada in writing.</p>	<p>The Bidder must provide documentation that demonstrates how the Bidder complies with the requirements in the Endpoint Protection.</p> <p>To be considered compliant, the provided documentation must include a system documentation or technical documentation outlining and detailing the security measures including policies, processes and procedures that are implemented for Endpoint Protection.</p> <p>The substantiation required for in the Endpoint Protection the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the commercially available Software as a Service meets the requirement. Bidder can provide screen captures and technical or end-user documentation to supplement their responses. The Bidder must indicate where in the submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant. The substantiation may refer to additional documentation submitted with the submission, it is requested that Bidder indicate where in the submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M17	Secure Development	<p>The Bidder, for their commercially available Software as a Service, must have implemented a software and system development lifecycle that applies information system security engineering principles throughout the information system lifecycle and in the development of software and web sites and services, and conforms to industry standards and best practices, such as (i) NIST, (ii) ISO, (iii) ITSG-33, (iv) SAFECODE, or (v) Open Web Application Security Project (OWASP) standards such as Application Security Verification Standard (ASVS) or an equivalent standard approved by Canada in writing.</p>	<p>The Bidder must provide documentation that demonstrates how the Bidder complies with the requirements in the Secure Development.</p> <p>To be considered compliant, the provided documentation must include a system documentation or technical documentation outlining and detailing the security measures including policies, processes and procedures that are implemented for the Secure Development.</p> <p>The substantiation required in the Secure Development, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the commercially available Software as a Service meets the requirement. Bidder can provide screen captures and technical or end-user documentation to supplement their responses. The Bidder must indicate where in the submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant. The substantiation may refer to additional documentation submitted with the submission, it is requested that Bidder indicate where in the submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M18	Supplier Remote Management	<p>The Bidder must manage and monitor remote administration of the Bidder's proposed system that is used to host Canada services and take reasonable measures to:</p> <ol style="list-style-type: none"> 1. Implement multi-factor authentication mechanisms for authenticating remote access users, in accordance with CCCS ITSP.30.031 V2 (or subsequent versions); 2. Employ a CCCS Approved Cryptographic Algorithms cryptographic mechanisms to protect the confidentiality of remote access sessions; 3. Route all remote access through controlled, monitored and audited access control points; 4. Expeditiously disconnect or disable unauthorized remote management or remote access connections; 5. Authorize remote execution of privileged commands and remote access to security-relevant information. 	<p>The Bidder must provide documentation that demonstrates how the Bidder complies with the requirements in the Supplier Remote Management.</p> <p>To be considered compliant, the provided documentation must include a system documentation or technical documents outlining and detailing the security measures including policies, processes and procedures that are implemented for the Supplier Remote Management.</p> <p>The substantiation required in the Supplier Remote Management, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the commercially available Software as a Service meets the requirement.</p> <p>The Bidder can provide screen captures and technical or end-user documentation to supplement their responses. The Bidder must indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant. The substantiation may refer to additional documentation submitted with the submission, it is requested that Bidder indicate where in the submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M19	Information Spillage	<p>The Bidder must provide Canada with a document that outlines the process it follows to respond to an Information Spillage Incident. The process must be aligned with: (i) ITSG-33 Security Control for IR-9 Information Spillage Submission; or (ii) another best practice of leading service providers approved by Canada in writing. Notwithstanding the foregoing, the Bidder's Information Spillage process must include, at a minimum:</p> <ol style="list-style-type: none"> 1. A process for identifying the specific information asset that is involved in an asset's or system's contamination; 2. A process to isolate and eradicate a contaminated Asset or System; and 3. A process for identifying Assets or Systems that may have been subsequently contaminated and any other actions performed to prevent further contamination. <p>The Bidder must provide an up-to-date information spillage process to Canada on an annual basis, or promptly following any change to the Bidder's information spillage process.</p>	<p>The Bidder must provide documentation that demonstrates how the Bidder complies with the requirements in Information Spillage.</p> <p>To be considered compliant, the provided documentation must include a system documentation or technical documentation outlining and detailing the security measures including policies, processes and procedures that are implemented for the protection of Information Spillage.</p> <p>The substantiation required in the Information Spillage, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Software as a Service meets the requirement. The Bidder can provide screen captures and technical or end-user documentation to supplement their responses. The Bidder must indicate where in the submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where Canada determines that the substantiation is not complete, the Bidder will be declared non-compliant. The substantiation may refer to additional documentation submitted with the submission, it is requested that Bidder indicate where in the submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M20	Cryptographic Protection	<p>The Bidder must provide Canada with a document that outlines the process it follows to respond to an Information Cryptographic Protection.</p> <ol style="list-style-type: none"> 1. Configure any cryptography used to implement confidentiality or integrity safeguards, or used as part of an authentication mechanism (e.g., VPN solutions, TLS, software modules, PKI, and authentication tokens where applicable), in accordance with Communications Security Establishment (CSE)-approved cryptographic algorithms and cryptographic key sizes and crypto periods; 2. Use cryptographic algorithms and cryptographic key sizes and crypto periods that have been validated by the Cryptographic Algorithm Validation Program, and are specified in ITSP.40.111 Cryptographic Algorithms for Unclassified, Protected A, and Protected B Information, or subsequent versions; 3. Ensure that FIPS 140 validated cryptography is employed when encryption is required, and is implemented, configured, and operated in a Cryptographic Module, validated by the Cryptographic Module Validation Program, in an either approved or an allowed mode to provide a high degree of certainty that the FIPS 140-2 validated cryptographic module is providing the expected security services in the expected manner; and 4. Ensure that any FIPS 140-2 modules in use have an active, current, and valid certification. FIPS 140 compliant/validated products will have certificate numbers. 	<p>The Bidder must provide documentation that demonstrates how the Bidder complies with the requirements in Cryptographic Protection</p> <p>To be considered compliant, the provided documentation must include a system documentation or technical documents outlining and detailing the security measures including policies, processes and procedures that are implemented for Cryptographic Protection</p> <p>The substantiation required in the Cryptographic Protection, the documentation cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the commercially available Software as a Service meets the requirement. The Bidder can provide screen captures and technical or end-user documentation to supplement their responses. The Bidder must indicate where in the Submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>Where CANADA determines that the substantiation is not complete, the Bidder will be declared non-compliant. The substantiation may refer to additional documentation submitted with the submission, it is requested that Bidder indicate where in the submission the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

7.1.2 Functional Requirements–Mandatory

Table 2–Mandatory Functional Requirements

ID	Requirement	Substantiation
M21	The Bidder's proposed system must be a cloud-based, Software as a Service (SaaS) solution.	The Bidder must demonstrate their compliance by using technical documentation , supplemented with other means of proof, such as screen capture.
M22	The Bidder's proposed system must be functionally equivalent in English and French and must allow users to work in the Canadian official language of their choice.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
M23	The Bidder's proposed system must be capable of supporting simultaneous access by 2,000 ESDC users.	The Bidder must demonstrate their compliance by using screen captures and/or technical or end-user documentation that clearly show this capability.
M24	The Bidder's proposed system must be able to support a minimum of 3,000 ESDC users.	The Bidder must demonstrate their compliance by using screen captures and/or technical or end-user documentation that clearly show this capability.
M25	The Bidder's proposed system must provide electronic document management capability (e.g. document storage, search, retrieval, management), organized in a hierarchical manner (e.g. by region, branch, directorate).	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
M26	The Bidder's proposed system must provide functionality in all the following categories: 1. Emergency Management; 2. Crisis Management; 3. Building Emergency Management (building emergency teams and plans); 4. Business Continuity Management; 5. IT Service Continuity Management.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Substantiation
M27	The Bidder's proposed system must allow the creation, management and approval of integrated Business Continuity Plans (BCPs) for services at a departmental level, which includes the roll-up of BCPs across multiple ESDC organizational levels (e.g. regional level, branch level, directorate level and division level BCPs).	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
M28	The Bidder's proposed system must be available: 1. Canada-wide 2. On a wired and wireless network connection; and 3. Via desktop and mobile devices (e.g. through a mobile web browser and/or a mobile app)	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
M29	The Bidder's proposed system must have the capability to create, modify, complete, save and manage questionnaires (e.g. Business Impact Analysis questionnaire), checklists and lists.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
M30	The Bidder's proposed system must provide a workflow management functionality with all of the following capabilities: 1. Allow ESDC users to: i. create, assign, reassign and delete tasks, ii. create, start, remove, delete, complete workflows, iii. view active workflows and tasks, iv. establish workflow submission deadlines (ad hoc or scheduled) for any task; and v. monitor and report on workflows. 2. Automatically execute electronic document workflows	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
M31	The Bidder's proposed system must offer ESDC Administrators and Coordinators the capability to manage user access control (including privacy) and permission settings.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Substantiation
M32	The Bidder's proposed system privacy settings must have the ability to restrict viewing permissions of employee data based on organizational structure (i.e. managers should only see employee information of people assigned to their work unit).	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
M33	<p>The Bidder's proposed system must provide a reporting functionality, that includes all of the following:</p> <ol style="list-style-type: none"> 1. Creation of ad hoc reports by extracting data from any database field. 2. Report customization 3. Template creation and management (removal, modification, and deletion) 4. Update reports and other electronic documents by using templates 5. Ability to configure default templates for reporting 6. Creation of scheduled and ad hoc reports 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
M34	The Bidder's proposed system must allow ESDC users to print electronic documents and reports.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
M35	The Bidder's proposed system must, on a daily basis, back up all ESDC user credentials, data and files (e.g. audit records, documents, contact lists) onto a backup system, stored at a different location from the primary data centre.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
M36	The Bidder's proposed system must meet the W3C's Web Content Accessibility Guidelines (WCAG) 2.0, at the level up to and including AA.	The Bidder must demonstrate their compliance by providing as many as possible of the following proof: respective certification, any other industry accepted proof, screen captures, technical documentation.

ID	Requirement	Substantiation
M37	The Bidder's proposed system must have the functionality to provide notifications to users prior to granting access and must allow users to configure the message as per need.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

7.1.3 Non-Functional Requirements–Mandatory

Table 3–Mandatory Non-Functional Requirements

ID	Requirement	Substantiation
M38	The Bidder's proposed system must provide the capability to uniquely identify and authenticate connections from external devices, and to authorize devices prior to allowing connectivity.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
M39	Bidder's proposed system must display any failed Login attempts since the last successful logon.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
M40	Bidder's proposed system must ensure that when a user performs a Logoff the respective user session is terminated.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Substantiation
M41	<p>The Bidder's proposed system must have the capability to clearly mark a display screen, file, printout or e-mail that it contains data of all of the following confidentiality levels as such (see Glossary for definitions):</p> <ol style="list-style-type: none"> 1. Unclassified 2. Protected A 3. Protected B 	<p>The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.</p>
M42	<p>The Bidder must include in their bid the published Service Level Agreement for the proposed system. The included service level commitments must provide ESDC with warranty, maintenance and support services. Support services may be delivered by telephone, e-mail, mobile messaging or web-based tools, as best applicable.</p>	<p>The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.</p>
M43	<p>The Bidder's support must include the capability for users to report and track issues, either online or through telephone support.</p>	<p>The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.</p>
M44	<p>The Bidder must provide documentation that outlines their processes for the proposed system :</p> <ol style="list-style-type: none"> 1. Configuration management; 2. Change management/control (e.g. ITIL); and, 3. Service management. 	<p>The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.</p>
M45	<p>The Bidder must ensure that EMAS data will be available to Canada, in CSV format including the metadata file, for repatriation to Canada, for three (3) months after system access is cancelled.</p>	<p>The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.</p>

ID	Requirement	Substantiation
M46	The Bidder must ensure that upon request from Canada, within 5 business days, the EMAS data extract will be available to Canada, in a CSV format including the metadata file, for repatriation to Canada.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
M47	The Bidder must provide Technical Support services to the user in the language of their choice (English, French), by way of telephone, e-mail, mobile messaging, or web-based tools, as best applicable	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or other suitable documentation to supplement their responses.

7.2. Rated Requirements

The following applies to all rated requirements: In their response, Bidders must demonstrate their compliance by providing documentation outlining their ability to meet the requirement. Bidders may provide screen captures and technical or end-user documentation to supplement their responses.

7.2.1. Functional Requirements - Rated

Requirements in this section are grouped as per the key functionalities required in the EMAS.

7.2.1.1 Business Continuity Management

ID	Requirement	Rating Criteria	Substantiation
R1	<p>The Bidder's proposed system should allow ESDC users to create and manage the following types of Emergency Management (EM) documents:</p> <ol style="list-style-type: none"> 1. Business Impact Analysis 2. Business Continuity Plans 3. Building Emergency Plans 4. Contingency Plans 5. IT Continuity Plans 6. List of Critical Applications 7. Contact lists 	Each of the listed items is worth 2 points, for a requirement's total of 32 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
	<ul style="list-style-type: none"> 8. Building Vulnerability Assessments 9. Floor Inspection Checklists 10. Situational Reports 11. Action Plans 12. Schedule of EM activities 13. After Action Reports 14. Questionnaires 15. Compliance Reports, e.g. EM plan completion, Building Emergency Personnel Compliance (per floor, per building) 16. Checklists 		
R2	<p>The Bidder's proposed system should be able to aid ESDC users in managing the following Business Continuity Management Program's components:</p> <ul style="list-style-type: none"> 1. Documentation review cycles 2. Risk Assessment 3. Business Impact Analysis 4. Incident Response Plans 5. Business Continuity Plans 6. Emergency Communication Plans 7. Awareness and Training Materials 8. Policies and procedures 9. IT continuity Plans 	Each of the listed items is worth 3 points, for a requirement's total of 27 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R3	<p>The Bidder's proposed system should include Business Impact Assessment that has the functionality to evaluate:</p> <ul style="list-style-type: none"> 1. Impact to health of Canadians/Public 2. Impact to safety of Canadians/Public 3. Impact to security of Canadians/Public 4. Impact to economic well-being of Canadians/Public 	Each of the listed items is worth 4 points, for a requirement's total of 28 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
	<p>5. Impact to the function of Government/Organization</p> <p>6. Impact to public confidence/reputation in Department/Organization</p> <p>7. Impact to legal and regulatory compliance on Department/Organization</p> <p>Refer to Appendix B for definitions of the listed impact types.</p>		
R4	<p>The Bidder's proposed system should (e.g. by using templates) automate the gathering of information and data and the creation of the following electronic documents:</p> <ol style="list-style-type: none"> 1. Business Impact Analysis 2. Business Continuity Plans 3. Building Emergency Plans 4. Contingency Plans 5. IT Continuity Plans also known as Disaster Recovery 6. Contact lists 7. Floor Checklists 8. Situational Report 9. Action Plan 10. Schedule of Emergency Management activities 	Each of the listed Items is worth 3 points, for a requirement's total of 30 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
R5	<p>The Bidder's proposed system should allow for the creation of templates (i.e. format, layout and data fields) for each type of Emergency Management (EM) plan and report. The proposed system should allow the user to:</p> <ol style="list-style-type: none"> 1. Include data fields defined by ESDC, including: <ol style="list-style-type: none"> i. Sections from previously created electronic documents ii. Data input manually by ESDC users iii. Data from public datasets (e.g. Google maps data) iv. Any ESDC data 2. Define the format of the associated electronic document, including: <ol style="list-style-type: none"> i. Layout (placement of fields) ii. Headings iii. Title iv. Page orientation v. Tables vi. Figures 	Each of the listed Items is worth 2 points, for a requirement's total of 20 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R6	<p>The Bidder's proposed system's should include a contact list template. The contact list template should be configurable, to allow the users to capture the following data about the contact person:</p> <ol style="list-style-type: none"> 1. Name 2. Title 3. Organizational structure where he/she belongs 	Each of the listed Items is worth 1 point, for a requirement's total of 10 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
	4. Cell phone(s)/Blackberry mobile phone/Fax 5. Home phone 6. Internal and external e-mail 7. Special skills or capability (e.g. CPR, First Aid, VPN access, Building emergency personnel role) 8. Working offsite 9. Location (e.g. Building) 10. Custom fields		

7.2.1.2. Business Continuity Management

ID	Requirement	Rating Criteria	Substantiation
R7	<p>The Bidder's proposed system Business Impact Analysis (BIA) template should be configurable to capture the following data:</p> <ol style="list-style-type: none"> 1. Identified business functions/services, 2. Recovery Time Objectives (including IT dependencies), 3. Recovery Point Objectives (including IT dependencies), 4. Maximum Allowable Downtime 5. Normal service level 6. Minimum service level 7. Impact of disruption, 8. Critical and peak operating times, 9. Upstream dependencies (e.g.: who relies on you, internal vs. external), 10. Downstream dependencies (e.g.: who do you rely on?) 11. Information Technology dependencies (e.g. applications including types, systems, infrastructure) 12. Critical infrastructure (e.g. networking infrastructure, storage, data centre) 13. Minimum resource requirements (e.g. staffing Levels). 	Each of the listed Items is worth 1 points, for a requirement's total of 13 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
R8	<p>The Bidder's proposed system Business Continuity Plan (BCP) template should be configurable to capture the following data:</p> <ol style="list-style-type: none"> 1. Profile (description) 2. Action Plan to activate BCP 3. Recovery Checklist 4. Communications strategy 5. Organizational diagrams for Crisis Management Team 6. Critical Business Functions/Services and Recovery Strategies (including RTO, MAD, RPO, interdependencies) 7. Non-critical Business Functions/Services 8. Multiple Contact lists for all critical personnel 9. Alternative Work Site Locations (e.g. Deputy Minister, critical operations) 10. Configurable organizational structure (e.g. service, building emergency and evacuation team) 11. List of External Emergency Contacts (e.g. first responders) 12. Inventory of Critical equipment, Assets and Software 13. Maps and directions of Emergency Meeting locations 14. Local and community Information 15. BCP Incident and Action Log 16. BCP document log 17. Essential records (Standard Operating Procedures - SOP's, manual work around procedures, paper records) 	Each of the listed items is worth 1 point, for a requirement's total of 17 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
R9	The Bidder's proposed system should support the development of recovery strategies and their respective cost/benefit analysis.	<p>The Bidder's proposed system:</p> <ol style="list-style-type: none"> 1. Fully supports the development of recovery strategies based on input data, including cost/benefit analysis - 10 Points. 2. Fully supports the development of recovery strategies based on input data, however, does not include associated cost/benefit analysis-6 Points. 3. Provides only text fields to record recovery strategies and associated costs-3 Points. 4. Does not support neither the development of recovery strategies nor the cost/benefit analysis - 0 Points 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R10	<p>The Bidder's proposed system should be able to meet the following leading business continuity management (BCM) standards :</p> <ol style="list-style-type: none"> 1. ISO 22301 (Business Continuity Management) 2. ISO 27031 (IT Disaster Recovery) 3. ISO 31000 (Risk Management) 	<p>The Bidder's proposed system:</p> <ol style="list-style-type: none"> 1. Meets all listed standards - 10 Points 2. Meets any two of the listed standards - 6 Points 3. Meets one of the listed standards - 3 points 4. Does not meet any of the listed standards - 0 Points 	<p>The Bidder must demonstrate their compliance by providing the listed certifications.</p> <p>If the Bidder is currently in the process of obtaining these certifications, they must provide proof of it, relevant a via other relevant documentation.or screen captures that show substantive proof.</p>

7.2.1.3. Emergency Management

ID	Requirement	Rating Criteria	Substantiation
R11	<p>The Bidder's proposed system Building Emergency and Evacuation Plan template should be configurable to capture the following data:</p> <ol style="list-style-type: none"> Emergency Contact Information (internal and external) Configurable list of building emergency equipment/systems Occupancy information (e.g. occupant population, % of occupancy, Major tenant/Minor tenant) Floor plans and architectural drawings Building Information (e.g. elevators, core hours, alerts, building height, building size) Emergency Procedures Roles and responsibilities of building emergency personnel Contact information Building emergency personnel activity Log Map of Emergency Meeting locations Miscellaneous attachments (e.g. Building Emergency personnel activity log, Org charts, Firefighter's copy) Building Vulnerability Checklist Co-location (e.g. other Canada departments, private organizations, etc.) List of Building Emergency Personnel by floor 	Each of the listed Items is worth 2 points, for a requirement's total of 28 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R12	<p>The Bidder's proposed system should allow ESDC users to create and manage checklists. These checklists should capture data on the following:</p> <ol style="list-style-type: none"> Workplace hazards Emergency response equipment Health and safety equipment Emergency teams and personnel Training 	Each of the listed Items is worth 4 points, for a requirement's total of 20 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

7.2.1.4. IT Continuity Planning

ID	Requirement	Rating Criteria	Substantiation
R13	<p>The Bidder's proposed system IT Continuity Plan template should be configurable to capture the following data:</p> <ol style="list-style-type: none"> Goals and objectives Scope Assumptions and limitations Definitions Roles and responsibilities (e.g. contact lists and teams) IT plan phases IT continuity infrastructure overview (e.g. maps, lists, data centres) Service level agreements Impact assessment ability Plan activation procedure (e.g. which stakeholders can activate plan) Declare incident Recovery procedures Recovery validation Fallback procedures Communication process Escalation procedure IT Security considerations Action Log Testing and Exercising Ability to leverage metadata in the system including Business Impact Analysis data, Business Continuity Plans, etc. Recovery Time Objective Recovery Point Objective Maximum Allowable Downtime ESDC support Contacts 	Each of the listed Items is worth 1 points, for a requirement's total of 24 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

7.2.1.5. Crisis Management

ID	Requirement	Rating Criteria	Substantiation
R14	<p>The Bidder's proposed system should be able to aid ESDC users in the management of, and reporting on emergencies and IT incidents, through the following functionality:</p> <ol style="list-style-type: none"> 1. Incident creation 2. Incident notification 3. Incident escalation 4. Incident Management 5. Incident closure 6. Incident reporting 7. Action checklist creation 8. Ability to leverage other sources of ESDC data such as Emergency Management plans. 	Each of the listed items is worth 4 points, for a requirement's total of 32 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R15	<p>The Bidder's proposed system's Incident Action Plan template should be configurable, to capture the following data:</p> <ol style="list-style-type: none"> 1. Emergency type 2. Time of reporting 3. Objective(s) 4. Tactic(s) to achieve objective 5. Estimated completion date/time 6. Status as of reporting time 	Each of the listed items is worth 5 points, for a requirement's total of 30 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R16	<p>The Bidder's proposed system should provide an Emergency Mass Notification System, which is either built-in or externally integrated, capable of delivering targeted mass emergency messaging through four channels:</p> <ol style="list-style-type: none"> 1. E-mail; 2. Instant messenger; 	<p>The Bidder's proposed system supports an Emergency Mass Notification System:</p> <ol style="list-style-type: none"> 1. Fully, through all four listed channels and includes means of identifying message delivery and receipt confirmation. - 20 Points 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
	3. Mobile device; and 4. Landline telephone.	2. Through at least two of the listed channels and includes means of identifying message delivery and receipt confirmation. - 15 Points 3. Through one of the listed channels and includes means of identifying message delivery and receipt confirmation; OR through more than one of the listed channels but does not include means of identifying message delivery and receipt confirmation. - 10 Points 4. Through one of the listed channels, but does not include means of identifying message delivery and receipt confirmation. -5 Points 5. Cannot support an Emergency Mass Notification System - 0 Points	
R17	The Bidder's proposed system should allow ESDC users to send notifications (e.g. pre-approved or ad hoc) to ESDC users via: 1. Pre-approved e-mail 2. Ad hoc e-mail 3. Pre-approved text 4. Ad hoc text	Each of the listed items is worth 5 points, for a requirement's total of 20 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R18	The Bidder's proposed system should be able to update ESDC data fields contained in pre-approved notifications to the most recent relevant dataset	Each of the listed items is worth 2 points, for a requirement's total of 10 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user

ID	Requirement	Rating Criteria	Substantiation
	<p>prior to sending pre-approved notifications. These fields will capture the following data:</p> <ol style="list-style-type: none"> 1. Date 2. Time 3. Location (i.e. floor(s), building) 4. Name and type of emergency 5. Emergency procedures 		documentation to supplement their responses.

7.2.1.6. Exercising

ID	Requirement	Rating Criteria	Substantiation
R19	<p>The Bidder's proposed system should allow ESDC users to schedule the following Emergency Management (EM) activities:</p> <ol style="list-style-type: none"> 1. Business Continuity Management exercises 2. EM exercises 3. IT continuity exercises 4. Electronic document creation and review cycles 5. Building Emergency Personnel training 6. EM awareness activities 	Each of the listed Items is worth 5 points, for a requirement's total of 30 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R20	<p>The Bidder's proposed system should, while scheduling the Emergency Management (EM) activities, have the functionality to capture the following data:</p> <ol style="list-style-type: none"> 1. Branch/Region 2. Type of EM activity 3. Day, Month and year of the EM activity 4. Responsible EM activity lead name 	Each of the listed Items is worth 2 points, for a requirement's total of 12 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
	5. Title of EM activity 6. Objective of EM activity		
R21	<p>The Bidder's proposed system should have the ability to manage, execute and report on the following Emergency Management exercise types:</p> <ol style="list-style-type: none"> 1. Discussion based exercises (e.g. walkthrough) 2. Drills (e.g. lockdown, evacuation, active intruder) 3. Tabletop exercises (e.g. operational and functional) 4. Full-Scale Exercises 5. IT continuity and Disaster recovery 	Each of the listed items is worth 4 points, for a requirement's total of 20 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R22	<p>The Bidder's proposed system should be able to create, via templates, the following types of exercise documentation:</p> <ol style="list-style-type: none"> 1. Agendas 2. Master Sequence of Events List 3. Inject Sheet 4. Facilitator Handbook 5. Controller Handbook 6. Evaluator Handbook 7. Player Handbook 8. Observer's Guide 9. Participant Evaluation Form 10. Observer Evaluation Form 11. Exercise Evaluation Form 12. After Action Report 13. Management Action Plan 14. Communications Plan 15. Exercise Plan 	Each of the listed items is worth 1 point, for a requirement's total of 15 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
R23	<p>The Bidder's proposed system should have the functionality to:</p> <ol style="list-style-type: none"> Schedule training and awareness; Monitor and track execution of activities listed below, using graphical output; Report on the progress of activities listed below; and Provide automatic notifications of activities that are non-compliant or past due. <p>for the following types of activities:</p> <ol style="list-style-type: none"> Employee emergency training and awareness, e.g. <ol style="list-style-type: none"> EMAS training, Armed intruder awareness sessions, Cyber response, IT continuity. Building emergency exercises, e.g. <ol style="list-style-type: none"> Fire drills, Lockdown drills. 	<p>For the listed activities of employee emergency training and awareness and for building emergency exercises, The Bidder's proposed system:</p> <ol style="list-style-type: none"> Has all four numbered functionalities, to cover all six listed activities - 10 Points Has only functionalities #1, #2, #3 to cover all six listed activities - 8 Points Has only functionalities #1, #2 and #3, but functionality #2 can only monitor two to maximum five of all listed activities - 6 Points Has only functionalities #1, #2 and #3, but functionality #1 can provide scheduling ability for either the employee training/awareness or the building emergency exercises and functionality #2 can only monitor two to maximum five of the listed activities - 4 Points Has only functionality #2 which can only monitor two to maximum five of the listed activities--2 Points Has no listed functionality for any of the listed activities - 0 Points 	<p>The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.</p>

7.2.1.7. Data Management

ID	Requirement	Rating Criteria	Substantiation
R24	<p>The Bidder's proposed system should allow ESDC users to create relationships between any ESDC data and information (electronic documents and reports) contained in the EMAS, including:</p> <ol style="list-style-type: none"> Locations (e.g. floor, building name, building type, defined geographical region, city, province, ESDC Region, ESDC defined geographical region) Critical Services IT dependencies Emergency Management plan owners 	Each of the listed items is worth 8 points, for a requirement's total of 32 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R25	<p>The Bidder's proposed system should allow ESDC Administrators to:</p> <ol style="list-style-type: none"> Change and add field labels on the user interface and templates, without assistance from the Contractor; and Replicate the new labels in all applicable electronic documents. 	<p>The Bidder's proposed system has:</p> <ol style="list-style-type: none"> Both of the listed functionalities - 10 Points The first listed functionality only - 5 Points None of the listed functionalities - 0 Points 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R26	<p>The Bidder's proposed system should allow ESDC users to flag for retention:</p> <ol style="list-style-type: none"> Electronic documents and reports; Associated metadata; and Associated audit records. 	<p>The Bidder's proposed system has:</p> <ol style="list-style-type: none"> Full functionality to flag electronic documents, metadata and audit records for retention - 10 Points Functionality to flag two of the three file types (electronic documents, metadata or audit records) for retention - 6 Points 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
		3. Functionality to flag one of the three file types (electronic documents, metadata or audit records) for retention - 3 Points 4. No functionality to flag electronic documents, metadata and audit records for retention-0 Points.	
R27	The Bidder's proposed system should provide an audit-related capturing and reporting capability which includes an audit trail of: <ol style="list-style-type: none"> 1. User actions 2. Administrative activities (e.g. User account creation and modification) 3. User access permissions 4. Configuration changes to the EMAS. 5. ESDC content modifications (includes ESDC data and electronic documents) 6. Electronic document creation (e.g. Version control) 7. Unauthorized access, modification and deletion of ESDC data 	Each of the listed items is worth 3 points, for a requirement's total of 21 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R28	The Bidder's proposed system should provide ESDC users the ability to view and track historical versions (e.g. version control) of electronic documents including the 10 most recent versions.	The Bidder's proposed system: <ol style="list-style-type: none"> 1. Can display an administrator-defined number of historical versions of documents, at least the previous ten - 10 Points 2. Can display a fixed number of historical versions of documents, at least the previous ten - 8 Points 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
		3. Can display a fixed or administrator-defined number of historical versions of documents, at least the previous five - 6 Points 4. Can display a fixed or administrator-defined number of historical versions of documents, at least the previous three - 3 Points 5. Cannot display up historical versions of documents - 0 Points	
R29	The Bidder's proposed system should provide functionality for ESDC Administrators users to configure the number of previous actions ESDC users are able to undo.	The Bidder's proposed system: 1. Provides functionality for ESDC Administrators users to configure the number of previous actions ESDC users are able to undo - 10 Points 2. Does not provide functionality for ESDC Administrators users to configure the number of previous actions ESDC users are able to undo - 0 Points	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R30	The Bidder's proposed system should provide data selection from pre-determined lists including: 1. Drop downs 2. Pick lists 3. Search	Each of the listed items is worth 6 points, for a requirement's total of 18 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
R31	The Bidder's proposed system should have the capability to migrate legacy data, where Canada will provide data to the Bidder in CSV format.	<p>The Bidder's proposed system:</p> <ol style="list-style-type: none"> 1. Is able to migrate all planned legacy data, where the functionality is substantial enough so that it can be accomplished by the EMAS Administrator, without assistance from the Contractor - 20 Points 2. Is able to migrate all planned legacy data but the functionality is such that it can only be accomplished with the assistance of the Contractor's professional resource—10 Points 3. Is not able to migrate any legacy data - 0 Points 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

7.2.1.1.8. Workflow

ID	Requirement	Rating Criteria	Substantiation
R32	<p>The Bidder's proposed system should automatically identify (e.g. flag) the status of workflows and tasks using unique identifiers:</p> <ol style="list-style-type: none"> 1. Late 2. Complete 3. Incomplete 4. Approved 5. Submitted 6. Scheduled 7. In-review 8. In Progress 	Each of the listed Items is worth 1 point, for a requirement's total of 8 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R33	<p>The Bidder's proposed system should provide functionality for ESDC users to view and generate reports on workflow activities within the EMAS, which would include the following information:</p> <ol style="list-style-type: none"> 1. frequency of use; 2. average time to completion; 3. % of Emergency Management (EM) plans approved; 4. % of EM plans in process (creation/reviewed); 5. % of EM plans missing; 6. % of EM exercises planned; 7. % of EM exercises executed on schedule. 	Each of the listed Items is worth 1 point, for a requirement's total of 7 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
R34	<p>The Bidder's proposed system should provide functionality for ESDC users to receive automatic notifications of assigned workflows, tasks and actions, which would include the following information:</p> <ol style="list-style-type: none"> 1. Assigned tasks; 2. Re-assigned tasks; 3. Completed tasks; 4. Accepted tasks; and 5. Declined tasks. 	Each of the listed Items is worth 2 points, for a requirement's total of 10 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R35	<p>The Bidder's proposed system should allow ESDC users to manually identify (i.e. flag) electronic documents, reports, and ESDC data for:</p> <ol style="list-style-type: none"> 1. Update; 2. Review; 3. Request for information. 	Each of the listed Items is worth 3 points, for a requirement's total of 9 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

7.2.1.9. Account Management

ID	Requirement	Rating Criteria	Substantiation
R36	<p>The Bidder's proposed system should allow ESDC Administrators or Coordinators, as per their role definition (see User Roles defined on page 4), to create user accounts with the following attributes:</p> <ol style="list-style-type: none"> 1. Name 2. Position Title 3. Emergency Management function 4. Region/Branch 5. Business Line 6. Directorate 7. Division 8. EMAS role (see definitions under EMAS Roles, on page 4) 9. EMAS access expiration date 10. Contact Info: <ol style="list-style-type: none"> i. E-mail; and ii. Phone numbers. 11. Work Location: <ol style="list-style-type: none"> i. City; ii. Province; iii. Street number and street name; iv. Floor; and v. Room or office number. 	Each of the listed Items is worth 2 points, for a requirement's total of 22 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
R37	<p>The Bidder’s proposed system should allow ESDC Administrators to assign the following user account privileges based on the of Oversight Group, Administrator, Plan Owner, Plan Approver, Coordinator, Read-only user:</p> <ol style="list-style-type: none"> 1. Read access 2. Contribute (e.g. Edit and Flag electronic documents) 3. Create electronic document 4. Submit electronic document 5. Approve electronic document 6. Grant or remove privileges 7. Modify electronic document properties 8. Assign task to users: <ol style="list-style-type: none"> i. Complete electronic document ii. Update electronic document iii. Review electronic document iv. Approve electronic document v. Add additional information to electronic documents 9. Modify task 10. Delete task 11. Upload/Download ESDC data/electronic documents 	Each of the listed Items is worth 2 points, for a requirement’s total of 22 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
R38	The Bidder's proposed system should allow EMAS Administrator to remove user account privileges from ESDC users, without the need to remove privileges from an individual file's profile.	<p>The Bidder's proposed system:</p> <ol style="list-style-type: none"> Has functionality for Administrators to remove user accounts without need to remove privileges on individual files - 10 Points Has functionality for Contractor to remove user accounts without need to remove privileges on individual files - 5 Points Has no functionality to remove user accounts without need to remove privileges on individual file - 0 Points 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R39	The Bidder's proposed system should allow ESDC Administrators to restrict accesses to ESDC data, electronic documents and reports based on pre-defined criteria (e.g. groups - Division, Directorate, Branch/Region, building).	<p>The Bidder's proposed system:</p> <ol style="list-style-type: none"> Can restrict access based on all pre-defined building and organizational criteria 20 Points Can restrict access, based either by building or by organizational criteria 10 Points Cannot restrict access based on pre-defined criteria - 0 Points 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
R40	The Bidder's proposed system should have user account management capabilities including monitoring and reporting on it.	<p>The Bidder's proposed system:</p> <ol style="list-style-type: none"> Has user account management capabilities which include monitoring and reporting - 20 Points Has user account management capabilities but does not include monitoring and reporting - 10 Points Has no user account management capabilities - 0 Points 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R41	<p>The Bidder's proposed system should allow ESDC Administrators to query user accounts by filtering based on, a minimum, the following attributes:</p> <ol style="list-style-type: none"> Status of workflows (including assigned tasks) Dates of account logins Position Title Emergency Management function Region/Branch Business Line Directorate Division EMAS Role EMAS access expiration date Work Location (i.e. City, Province, street number and street name, floor, room or office number) 	Each of the listed items is worth 1 point, for a requirement's total of 11 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R42	The Bidder's proposed system should have a self-service password recovery functionality for ESDC Users.	<p>The Bidder's proposed system:</p> <ol style="list-style-type: none"> Has self-service password recovery functionality for ESDC Users - 10 Points 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user

ID	Requirement	Rating Criteria	Substantiation
		<p>2. Has manual password recovery or reset functionality, which must be performed by Administrators – 5 Points</p> <p>3. Has no self-service password recovery functionality for ESDC Users - 0 Points</p>	documentation to supplement their responses.

7.2.1.10. User Interface

ID	Requirement	Rating Criteria	Substantiation
R43	<p>The Bidder's proposed system should provide a Graphical User Interface/Dashboard with the following functionality:</p> <ol style="list-style-type: none"> 1. Configurability based on user type (e.g. ability to add modules from the EMAS functional areas) 2. Visualization and analysis of the EMAS data points (e.g. Business Continuity Plans completed, workflows executed) 	<p>The Bidder's proposed system:</p> <ol style="list-style-type: none"> 1. Has the functionality to configure GUIs/Dashboards based on user type and to visualize and analyze EMAS service data points - 10 Points 2. Has the functionality to visualize and analyze EMAS service data points but not to configure GUIs/Dashboards based on user type customize - 5 Points 3. Has no functionality to configure GUIs/dashboards or to visualize EMAS service data points-0 Points 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R44	The Bidder's proposed system should operate ¹ on:	The Bidder's proposed system:	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user

ID	Requirement	Rating Criteria	Substantiation
	1. Personal mobile devices—i.e. connected directly through an Internet Service Provider; and 2. Canada-issued mobile devices, connected through the Canada network. ¹ including the capability to process data at up to and including the Protected B confidentiality level.	1. Is able to operate on both Canada-issued and personal mobile devices - 10 Points 2. Is able of operate on either the Canada-issued or personal mobile devices—5 Points 3. Is not able to operate on any mobile devices—0 Points	documentation to supplement their responses.
R45	The Bidder should confirm their intent to bring their SaaS solution into conformance with the upcoming Canada policy instrument for mobile devices access to SaaS that can handle Canada Protected B data..	1. The Bidder confirms their intent—10 Points. 2. The Bidder cannot confirm their intent—0 Points.	The Bidder must demonstrate their compliance by stating their intent.
R46	The Bidder's proposed system should be able to recognize mobile devices and automatically deliver EMAS content and functionality suited to the device's display.	The Bidder's proposed system: 1. Is able to recognize a mobile device automatically and can deliver content best suited for its display—10 Points 2. Is able to recognize a mobile device automatically but cannot deliver content best suited for its display - 5 Points 3. Is neither able to recognize a mobile device automatically nor deliver content best suited to its display—0 Points	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R47	The Bidder's proposed system should allow ESDC users to securely download ¹ electronic documents and reports, for offline use on mobile and on desktop devices.	The Bidder's proposed system: 1. Is able to download documents for offline use - 10 Points	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
	¹ Secure download is defined in Section 7.1.1, Table 1–Requirements for security compliance.	2. Is not able to download documents for offline use - 0 Points	
R48	<p>The Bidder’s proposed system should have online help and training tools for ESDC’s users, with their availability as follows:</p> <ol style="list-style-type: none"> 1. Hover tips–inbuilt into the proposed system 2. Help files–inbuilt or linked to Bidder’s web site 3. Guides/manuals–inbuilt or linked to Bidder’s web site 4. Training modules–linked to Bidder’s web site 	Each of the listed Items is worth 3 points, for a requirement’s total of 12 Points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

7.2.1.11 Accessibility

ID	Requirement	Rating Criteria	Substantiation
R49	The Bidder’s proposed system should meet the W3C’s Web Content Accessibility Guidelines (WCAG) 2.1 , at the level AAA.	One quarter of a point will be given for each of the 40 success criteria listed in this reference document that are an addition to those covered by WCAG 2.0, including those that refer to level AAA, for a maximum of 10 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
R50	<p>The Bidder should provide written evidence of their commitment to meet previous and ongoing IT Accessibility requirements that are described in the following policy instruments of Canada:</p> <ol style="list-style-type: none"> 1. Accessible Canada Act 2. Charter Of Rights & Freedoms 3. Canadian Human Rights Act 4. Canada Labour Code Part II 5. Duty To Accommodate Policy and Canada's approval of the United Nations Convention on the Rights of Persons with Disabilities 	<p>Bidder's reponse (within a ten page limit) will be evaluated as a degree to which the Bidder demonstrates each of the following:</p> <ol style="list-style-type: none"> 1. The Bidder's proposed system has documented evidence of current compliance with the existing versions of the listed IT Accessibility related policy instruments and the Bidder has included it in response to this Statement of Requirement.–10 Points. 2. The Bidder's proposed system has a demonstrated continuous evolution in addressing IT Accessibility standards and needs. Timeframes between the introduction of new/updated standards and product implementation are up to twelve (12) months–6 Points. 3. The Bidder has made significant financial and organizational investments to advance their commitment to accessibility and is a recognized industry leader and a demonstrated champion for IT Accessibility–3 Points. 4. The Bidder does not comply with a 	<p>The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.</p> <p>The evidence of the Bidder's commitment should be expressed by a:</p> <ol style="list-style-type: none"> i. Detailed description of the Bidder's investments and public leadership in addressing IT Accessibility; ii. Description of how their core technology has kept pace with the IT Accessibility standards, throughout their product lifecycle; iii. Description of how the Bidder's proposed system meets or exceeds existing IT Accessibility standards (WCAG 2.1, US 508, EU EN 301 549).

ID	Requirement	Rating Criteria	Substantiation
R51	The Bidder's proposed system should meet the TBS Standard on Web Accessibility , section 6.1.	<p>The Bidder's proposed system:</p> <ol style="list-style-type: none"> 1. Fully meets the TBS Standard on Web Accessibility, section 6.1 – 10 Points 2. Does not fully meet the TBS Standard on Web Accessibility, Section 6.1 – 0 Points 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures as proof and/or relevant technical documentation.
R52	The Bidder's proposed system should meet the EU Standard (EN 301 549) .	<p>The Bidder's proposed system:</p> <ol style="list-style-type: none"> 1. Meets the EU Standard (EN 301 549) and the Bidder included with the proposal a third party conformity assessment – 10 Points 2. Does not meet the EU Standard (EN 301549) and the Bidder did not include with the proposal a third party conformity assessment – 0 Points 	The Bidder must demonstrate their compliance by including with the bid a third party conformity assessment .

7.2.2. Non-Functional Requirements–Rated

ID	Requirement	Rating Criteria	Substantiation
R53	<p>The Bidder's proposed system should support import/export capabilities in the following file formats¹:</p> <ol style="list-style-type: none"> 1. .pdf 2. .doc/.docx 3. .csv 4. .xml 5. .xls 6. .ppt 7. .msg 8. Image file formats: .jpeg or .tiff or .bmp or .png 9. Video file formats: .mpeg or .avi or mp4 10. Audio file formats: .mp3 or .wav or .aiff <p>¹ any number of supported formats under one list item is counted as one.</p>	Each of the listed items is worth 2 points, for a requirement's total of 20 points.	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R54	<p>The Bidder's proposed system should have an uptime, of 99% or better.</p>	<p>The EMAS service has an uptime of:</p> <ol style="list-style-type: none"> 1. 99.999% - 10 Points 1. > 99.99% - 8 Points 2. > 99.9% - 6 Points 3. = 99% - 3 Points 4. < 99% - 0 Points 	The Bidder must demonstrate the level of their compliance by way of their published Service Level Agreement.
R55	<p>The Bidder's proposed system should ensure a Recovery Point Objective of not more than 24 hours in the event of a disaster.</p>	<p>The Bidder's proposed system:</p> <ol style="list-style-type: none"> 1. Can meet an EMAS service Recovery Point Objective of less than 4 hours - 10 Points 	The Bidder must demonstrate the level of their compliance by way of their published Service Level Agreement.

ID	Requirement	Rating Criteria	Substantiation
		2. Can meet an EMAS service Recovery Point Objective of between 4 and 8 hours - 8 Points 3. Can meet an EMAS service Recovery Point Objective of between 8 and 24 hours-6 Points 4. Cannot meet an EMAS service Recovery Point Objective of up to and including 24 hours - 0 Points	
R56	The Bidder's proposed system should work in the following desktop browsers: 1. Internet Explorer v11 2. Microsoft Edge 3. Safari v10 4. Chrome v40 5. Firefox v40	The Bidder's proposed system: 1. Works in all listed browsers-10 Points. 2. Works in at least 3 of the listed browsers - 6 Points 3. Works only in Internet Explorer v10 - 3 Points 4. Does not work in any of the listed browsers - 0 Points	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R57	The Bidder's proposed system should work in the mobile browsers supported on the following mobile operating systems: 1. Android 2. Blackberry OS 3. iOS 4. Windows Mobile	The Bidder's proposed system: 1. Works in mobile browsers supported on all four listed mobile operating systems-10 Points 2. Works in mobile browsers supported on up to three of the listed mobile operating systems-5 Points	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
		3. Does not work in mobile browsers supported on any of the listed mobile operating systems-0 Points	
R58	The Bidder's proposed system should support file attachments up to 5 megabytes without warning and attachments of size larger than 5 megabytes should trigger a warning to the user. Administrators should be able to define thresholds for warnings.	<p>The Bidder's proposed system:</p> <ol style="list-style-type: none"> 1. Supports file attachments and triggers file size warnings for attachments above 5 megabytes, with the flexibility that the threshold is defined by an EMAS Administrator - 10 Points 2. Supports file attachments and triggers file size warnings for attachments above 5 megabytes, but the thresholds are only those pre-defined by the Contractor - 8 Points 3. Supports file attachments beyond 5 megabytes but cannot issue warnings for them - 6 Points 4. Does not support file attachments and does not issue file size warnings - 0 Points 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.
R59	The Bidder's proposed system should have a functionality that allows EMAS Administrator to configure a time of inactivity after which a user session terminates.	<p>The Bidder's proposed system:</p> <ol style="list-style-type: none"> 1. Has this functionality - 10 Points 2. Does not have this functionality - 0 Points. 	The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.

ID	Requirement	Rating Criteria	Substantiation
R60	<p>The Bidder should offer Canada, at no additional cost, the following testing environments:</p> <ol style="list-style-type: none"> 1. Functional testing environment 2. System performance testing environment 	<p>The Bidder will provide:</p> <ol style="list-style-type: none"> 1. Both testing environments—10 Points 2. Only one testing environment—5 Points 3. No testing environments—0 Points 	<p>The Bidder must demonstrate their compliance by documenting their ability to meet the requirement, using screen captures and/or technical or end-user documentation to supplement their responses.</p>

A Bidder will be considered qualified to pass to the financial bid evaluation if they score a minimum of 75% (or 705) of the Rated requirements maximum total of 940 points.

8. STATEMENT OF WORK

8.1 Reference Documents

The following reference documents are relevant to this Statement of Work:

8.1.1. The Bidder's system should not hinder Canada (ESDC in this contract) to meet its obligations outlined in the following Canada policy instruments.

1. Emergency Management (EM):
 - i. [Emergency Management Act \(2007\)](#)
 - ii. [Federal Policy for Emergency Management \(2009\)](#)
 - iii. [Policy on Government Security \(2019\)](#)
2. Business Continuity Management (BCM):
 - i. [Directive on Security Management - Appendix D: Mandatory Procedures for Business Continuity Management Control \(2019\)](#)
3. Building Emergency and Evacuation Teams (BEET):
 - i. [Canada Labour Code \(1985\)](#)
 - ii. [Federal Real Property and Federal Immovables Act \(1991\)](#)
 - iii. [Canada Occupational Health and Safety Regulations \(2012\)](#)
 - iv. [Treasury Board Standard for Building Emergency Response Teams, formerly Fire Safety Planning and Fire Emergency Organization - Chapter 3-1 \(1994\)](#)
4. Fire Protection:
 - i. [Treasury Board Fire Protection Standard \(2019\)](#)
 - ii. [National Fire Code \(2010\)](#)
 - iii. [National Building Code of Canada \(2010\)](#)
 - iv. [Treasury Board Policy on Management of Real Property \(2019\)](#)

The Bidder's proposed system should not hinder Canada from being compliant with its following policy instruments:

5. [Access to Information Act](#)
6. [Official Languages Act](#)
7. [Privacy Act](#)
8. [Directive on the Management of Communications](#)
9. [Policy on Access to Information](#)
10. [Policy on Information Management](#)
11. [Web Content Accessibility Guidelines \(WCAG\) 2.0](#)
12. [Retention Guidelines for Common Administrative Records of the Government of Canada](#)
13. [Standard on Web Usability](#)
14. [Web Experience Toolkit Guideline](#)
15. [Standard on Privacy and Web Analytics](#)
16. [Department of Employment and Social Development Act](#)
17. [Library and Archives Canada Act](#)
18. [Standard on Identity and Credential Assurance](#)
19. [Standard on Security Screening](#)
20. [Cryptographic Algorithms for Unclassified, Protected A and Protected B information](#)
21. [Standard on Metadata](#)
22. [Directive on Recordkeeping](#)

8.2 Scope of Work

Upon contract award and before Canada accepts the implemented system, the Contractor must perform the following work: The Contractor will be required to provide the following work and/or Services, as per the Plans accepted by Canada, listed in the table 2 below.

Work/services to be performed between contract signing and going live in production are as follows:

- 8.2.1 Upon paid subscription for initial 20 core users, create system access (user accounts) for those
- 8.2.2 Train the 20 core users
- 8.2.3 Configure EMAS
- 8.2.4 Migrate Canada legacy information assets to EMAS
- 8.2.5 Upon paid subscription for the remaining 2,980 users, create system access (user accounts) for those
- 8.2.6 if Contractor offers to Canada, Set up EMAS functional and performance testing environments
- 8.2.7 if test environments are set up, Test EMAS functionality and performance, as and when requested through the Task Authorization Process
- 8.2.8 Assist Canada with the training of the remaining 2,980 users, as and when requested through the Task Authorization Process
- 8.2.9 Assist with the EMAS service rollout, as and when requested through the Task Authorization Process
- 8.2.10 Provide Help Desk services, as required
- 8.2.11 Provide Technical Support services, as required

Work/services to be performed after goin live in production and during the contract, are as follows:

- 8.2.12 Provide Help Desk services (bilingual), as required
- 8.2.13 Provide Technical Support services (bilingual), as required

In each of the Plans listed below, the Contractor will include an internal schedule of pertinent activities, relative to the date of contract award.

Upon contract award Canada will chair a small series of project kickoff meetings, where Canada will consult with the Contractor and where the timeframes from their submitted Plans may be adjusted as to be aligned into a final project schedule.

Contractor is expected to provide resources qualified to deliver quality service, within the mutually agreed timeframes specified in the accepted Plans.

#	Deliverable Title	Deliverable description	Deliverable type	Due date
8.3.1	EMAS Training Plan	<p>Plan must ensure that training is comprehensive enough so that Canada trainees are enabled to:</p> <ul style="list-style-type: none"> i. Use all functional and administrative features; ii. Configure and tune the EMAS; iii. Migrate the legacy information assets; iv. Provide technical assistance to the remaining Canada users. <p>The Bidder will propose the best and the alternative ways of providing training, with respect to the location in Canada</p> <p>Upon contract award, the Contractor and Canada may need to make updates before Canada accepts the final plan.</p>	Document	Submit with the bid.
8.3.2	EMAS Implementation Plan	<p>Plan must describe how the Contractor envisages all activities pertinent to implementation, not limited to the following:</p> <ul style="list-style-type: none"> i. Creation of system access for the users; ii. Configuration of Contractor's generic SaaS into the EMAS as a Canada service (i.e. GC Service); iii. Migration of Canada's legacy information assets to EMAS; iv. Transfer to and synchronization with the EMAS, of the data from Canada's identity management platform (Microsoft Active Directory), necessary for the authentication for system access; 	Document	Submit with the bid.

#	Deliverable Title	Deliverable description	Deliverable type	Due date
		v. Enablement of EMAS to receive ESDC's weekly updates of selected personnel data in the form of an encrypted CSV file. Upon contract award, the Contractor and Canada may need to make updates before Canada accepts the final plan.		Finalize after kickoff workshop(s).
8.3.3	EMAS Testing Plan	Plan must describe how the Contractor envisages at least the following activities: <ul style="list-style-type: none"> i. Definition and setup of all offered testing environments; ii. Definition of offered types of testing (e.g. functional, performance) and identification of the roles (Contractor and Canada) for each type of testing. iii. Definition of Test Cases and the estimated timing of their execution. iv. Upon contract award, the Contractor and Canada may need to make updates before Canada accepts the final plan. 	Document	Submit with the bid. Finalize after kickoff workshop(s).
8.3.4	EMAS Rollout Plan	Plan must describe how the Contractor envisages rollout to 3,000 trained users. Upon contract award, the Contractor and Canada may need to make updates before Canada accepts the final plan.	Document	Submit with the bid. Finalize after kickoff workshop(s).
8.3.5	Project Kickoff Meetings	The Contractor will participate in the series of workshop type meetings chaired by Canada, where they will discuss and agree finer detail of the above listed deliverables and their schedule. The agreement will likely cause some modification of the timeframes the Contractor has provided in their submitted plans, as to align them with the expected overall project schedule.	Meetings	Start within 5 business days of contract signing.
8.3.6	System access for 20 core users	Upon paid 20 subscriptions, must create system access (user accounts) for the first 20 users.	User accounts	Within 3 business days of contract signing.
8.3.7	EMAS Business Continuity Plan	Plans must include at least the following information: <ul style="list-style-type: none"> i. Time to recover from a disruption; ii. Time to switch to a backup site; 	Document	Submit within 10 business days from

#	Deliverable Title	Deliverable description	Deliverable type	Due date
	and Disaster Recovery Plan	<p>iii. Level of service and functionality provided by the backup site; and within what timeframe the provider will recover the primary data and service;</p> <p>iv. Report on a method and frequency the Contractor is testing/exercising these plans</p> <p>The Contractor and Canada may need to make updates before Canada accepts the final plan.</p>		contract award date.
8.3.8	EMAS Administrator Guide	<p>Guide must describe everything necessary for an EMAS Administrator to perform in this role.</p> <p>The Contractor and Canada may need to make updates before Canada accepts the final plan.</p>	Document	Submit within 10 business days from contract award.
8.3.9	EMAS User Guide	<p>Guide must describe everything necessary for an EMAS user to be able to use this service as per what is defined in the Statement of Requirements.</p> <p>The Contractor and Canada may need to make updates before Canada accepts the final plan.</p>	Document	Submit within 10 business days from contract award.
8.3.10	Core Training	<p>Guided by the EMAS Training Plan, the Contractor must train 20 core users to be EMAS Administrators, who then would become able to:</p> <ul style="list-style-type: none"> - assist the Contractor in configuring EMAS and migrating its information assets;; - perform functional and performance testing (if testing environments offered to Canada); and - train the remaining 2,980 users. 	Professional Services	Start and duration will be as per the EMAS Training Plan accepted by Canada, Canada expects the duration to be max 5 business days.
8.3.11	EMAS configuration	<p>Guided by the EMAS Implementation Plan, the Contractor must configure its SaaS into EMAS, to become a Canada Service (i.e. GC service). Configuration will be performed as to meet those requirements from the Statement of Requirement document for which the Bidder claimed compliance.</p> <p>Successful configuration must be completed within the timeframe allocated in Canada's master Project Schedule, aligned with the</p>	Professional Services	Start and duration will be as per the EMAS Implementation Plan accepted by Canada. Canada estimates that duration may not

#	Deliverable Title	Deliverable description	Deliverable type	Due date
		<p>Contractor's designated resources, qualified to configure the commercial SaaS into Canada's EMAS, will perform this activity as part of their implementation/setup services.</p> <p>There will be no call up for this activity and Contractor may choose to specify the fee separately or as part of the subscription fees.</p> <p>Contractor may want to define their preferred process in the EMAS Implementation Plan as to inform the final plan accepted by Canada.</p>		be longer than 15 business days.
8.3.12	Migration of Canada information assets	<p>Guided by the EMAS Implementation Plan, the Contractor must migrate Canada's information assets (legacy data and information, data from Canada's identity management platform (Microsoft Active Directory based) necessary for user authentication).</p> <p>Successful migration must be completed within the timeframe allocated in Canada's master Project Schedule, aligned with the EMAS Implementation Plan accepted by Canada.</p> <p>Contractor's designated resources, qualified to migrate Canada's legacy information assets into Canada's EMAS, will perform this activity as part of their implementation/setup services.</p> <p>There will be no call up for this activity and Contractor may choose to specify the fee separately or as part of the subscription fees.</p> <p>Contractor may want to define their preferred process in the EMAS Implementation Plan as to inform the final plan accepted by Canada.</p>	Professional Services	Start and duration will be as per EMAS Implementation Plan accepted by Canada. Canada estimates it to last no longer than 20 business days.
8.3.13	EMAS Testing - Functional and Performance	<p>Guided by the EMAS Test Plan, the Contractor must:</p> <ol style="list-style-type: none"> (if they are offered to Canada in their bid) Set up testing environments for functional and performance testing; Be available to Canada, and assist if required, in performing the functional and performance testing of the software application (service). <p>Contractor's designated resources qualified to support Canada with regard to testing will be called upon only if Canada faces issues they cannot resolve themselves. Time spent by Contractor's resource will be</p>	Professional Services	Start and duration will be as per the EMAS Test Plan accepted by Canada. Canada estimates it to last no longer than 35 business days.

#	Deliverable Title	Deliverable description	Deliverable type	Due date
		monitored by Canada and upon completion will be approved by Canada to be charged on a per hour basis. Contractor may want to define their preferred process in the EMAS Test Plan as to inform the final plan accepted by Canada.		
8.3.14	System access for the remaining 2,980 users	Upon payment for 2,980 subscriptions, the Contractor must create system access (user accounts) for the remaining 2,980 users. Successful completion of this activity must be within the timeframe allocated in the Canada's master Project Schedule, as aligned with the accepted EMAS Implementation Plan Accepted by Canada.	Professional Services	Start and duration will be as per the EMAS Implementation Plan, accepted by Canada. Canada estimates it to last no longer than 10 business days.
8.3.15	Mass training of users	Guided by the EMAS Training Plan, Contractor must support Canada, as and when required, in delivering training to the remaining users. Canada's designated trainers, themselves trained as the 20 core users, will deliver training to the remaining users. Contractor's designated resources qualified to support Canada with regard to training will be called upon only if Canada faces issues they cannot resolve themselves. Time spent by Contractor's resource will be monitored by Canada and upon completion will be approved by Canada to be charged on a per hour basis. Contractor may want to define their preferred process in the EMAS Training Plan as to inform the final plan accepted by Canada.	Professional Services	Start and duration will be as per the EMAS Training Plan accepted by Canada. Canada estimates that it may not last longer than 60 business days.
8.3.16	EMAS Rollout	Guided by the EMAS Rollout Plan, the Contractor must rollout of the EMAS service to all the remaining (i.e. 2,980) defined users. Successful completion of this activity must be within the timeframe allocated in Canada's master Project Schedule, aligned with the EMAS Rollout Plan accepted by Canada. Contractor's designated resources qualified to support Canada with regard to the rollout will be called upon only if Canada faces issues they cannot resolve themselves. Time spent by Contractor's resource will be monitored	Professional Services	Start and duration will be as per the EMAS Rollout Plan accepted by Canada. Canada assumes that a user cannot be rolled out

#	Deliverable Title	Deliverable description	Deliverable type	Due date
		by Canada and upon completion will be approved by Canada to be charged on a per hour basis. Contractor may want to define their preferred process in the EMAS Rollout Plan as to inform the final plan accepted by Canada.		before having been trained. Canada estimates that the full rollout of 2,980 users may not last longer than 30 business days.
8.3.17	Go Live	The Contractor must support Canada, as and when required, in putting the EMAS live in operation. Contractor's designated resources qualified to support Canada with regard to going live in Production will be called upon only if Canada faces issues they cannot resolve themselves. Time spent by Contractor's resource will be monitored by Canada and upon completion will be approved by Canada to be charged on a per hour basis. Contractor may want to define their preferred process in the EMAS Rollout Plan as to inform the final plan accepted by Canada.	Professional Services	Starts upon rollout completion (but no later than 1 week after it) and upon obtaining the Authority To Operate; lasts 1 business day.

8.4 Support Provided by Canada

At its premises in Canada, Canada will provide the computing equipment and the adequate network connectivity to the EMAS as well as the requisite bandwidth for the on-site training of its users designated as EMAS Administrators.

Canada will determine, in consultation with the Contractor, what data and/or information and relevant reference material will be required to conduct a successful Core Training and will provide the agreed items.

8.5 Constraints

The Contractor must consider and conform to the following project constraints:

8.5.1 The Contractor must provide the documentation, listed under section 3.1 and any other documentation deemed jointly by the Contractor and Canada as required for the successful delivery of the listed tasks, both in English and French, in soft copy, to the address of EMAS Contract Authority specified in the RFP main document.

8.5.2 The Contractor will not have physical access to any of Canada sites within the Canada network. Contractor may have access, physical or remote to Canada's EMAS instance in their public cloud but only the personnel that have the adequate personnel clearance received from Canada. For detail, refer to the Security Requirements section of the Statement of Requirements and the RFP main document.

Appendix A—Glossary of Acronyms

Term	Definition
ASVS	Application Security Verification Standard
BCM	Business Continuity Management
BCP	Business Continuity Plan
BEEP	Building Emergency and Evacuation Plans
BIA	Business Impact Analysis
CCCS	Canadian Centre for Cyber Security (formerly known as CSE or CSEC)
CCM	Cloud Controls Matrix
CIS	Centre for Internet Security
CMDB	Configuration Management Database
CMT	Crisis Management Team
CPR	Cardiopulmonary Resuscitation
CSA	Cloud Security Alliance
CSE	Communication Security Establishment (formerly; now CCCS)
CSEC	Communication Security Establishment Canada
CSP	Cloud Service Provider—a provider of one or more of the cloud services (IaaS, PaaS, SaaS)
CSV	Comma-Separated Values
EM	Emergency Management
EMAS	Emergency Management Application System
ESDC	Employment and Social Development Canada, a department of Government of Canada
FERP	Federal Emergency Response Plan
FIPS	Federal Information Processing Standards
CANADA	Government of Canada, for this solicitation it also means ESDC
IaaS	Infrastructure as a Service
ISO	International Organization for Standardization
IT	Information Technology
ITSCM	Information Technology Service Continuity Management
MAD	Maximum Allowable Downtime
NIST	National Institute of Standards and Technology

Term	Definition
OWASP	Open Web Application Security Project
PaaS	Platform as a Service
PBMM	Protected B Confidentiality, Medium Integrity, Medium Availability
PKI	Performance Key Indicators
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SaaS	Software as a Service
SAFECode	Software Assurance Forum for Excellence in Code
SAML	Security Assertion Markup Language
SCI	Supply Chain Integration
SCRM	Supply Chain Risk Management
SLA	Service Level Agreement
SOP	Standard Operating Procedure
TLS	Transport Layer Security
VPN	Virtual Private Network

Appendix B—Glossary of Terms

Term	Definition
Assets	Assets include but are not limited to information in all forms and media, networks, systems, materiel, real property, financial resources, employee trust, public confidence and international reputation. (Emergency Management Planning Guide 2010-2011, Public Safety Canada)
Awareness	To create understanding of basic BCM issues and limitations. This will enable staff to recognize threats and respond accordingly. Examples of creating such awareness include distribution of posters and flyers targeted at company-wide audience or conducting specific business continuity briefings for executive management of the organization. Awareness is less formal than training and is generally targeted at all staff.
Branch	A first level subdivision of ESDC.
Business Continuity Management (BCM)	Holistic management process that identifies potential threats to an organization and the impacts to business operations those threats, if realized, might cause, and which provides a framework for building organizational resilience with the capability of an effective response that safeguards the interests of its key stakeholders, reputation, brand and value-creating activities.
Business Continuity Plan (BCP)	A documented collection of procedures and information that is developed, compiled, and maintained in readiness for use in an incident to enable an organization to continue to deliver its critical products and services at an acceptable predefined level.
Business Impact Analysis (BIA)	A method of identifying the effects of failing to perform a function or requirement.
Checklist	1. Tool to remind and /or validate that tasks have been completed and resources are available, to report on the status of recovery. 2. A list of items (names or tasks etc.) to be checked or consulted.
Cloud Services	Services typically included in cloud service models such as SaaS, PaaS or IaaS.
Compliance Risk	Compliance risks relate to legal and regulatory compliance.
Configuration Management Database	A database used by an organization to store information about hardware and software assets (commonly referred to as Configuration Items). This database acts as a data warehouse for the organization and also stores information regarding the relationships among its assets.
Contingency Plan	A plan used by an organization or business unit to respond to a specific systems failure or disruption of operations.
Crisis Management	The overall coordination of an organization's response to a crisis, in an effective, timely manner, with the goal of avoiding or minimizing damage to the organization's profitability, reputation, and ability to operate.

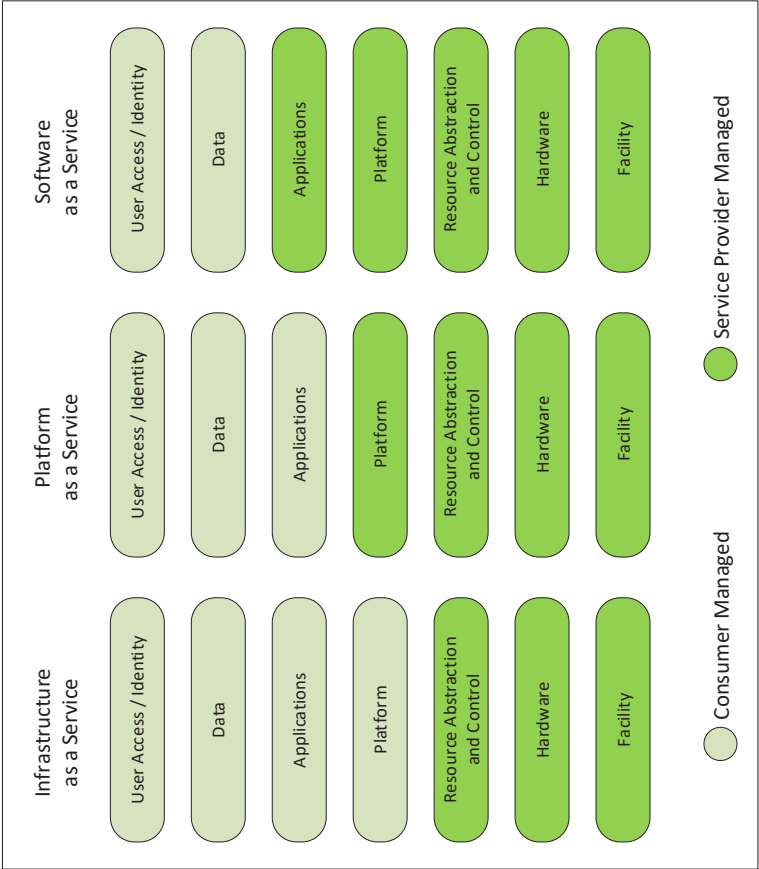
Term	Definition
Crisis Management Team (CMT)	A group of individuals responsible for developing and implementing a comprehensive plan for responding to a disruptive incident. The team consists of a core group of decision-makers trained in incident management and prepared to respond to any situation.
Directorate	A first level subdivision of a branch.
Disaster Recovery Planning	The activities associated with the continuing availability and restoration Planning of the IT infrastructure.
Division	A first level subdivision of a directorate.
Electronic documents	Any documentation stored by the EMAS. This includes Emergency Management Plans, Reports, checklists, questionnaires, lists, schedules and templates.
EMAS Administrator	EMAS role, one with the highest privileges for system use, including user account management.
EMAS Administrator Guide	Guide suited for the EMAS Administrator user type.
EMAS Contributor	EMAS role, one with restricted privileges, usually also to a specific business domain.
EMAS Coordinator	EMAS role, on with the highest privileges but for a specific business domain.
EMAS Project Schedule	Project Schedule developed by CANADA, in consultation with the Supplier.
EMAS User Guide	Guide suited for the other types of EMAS users, such as EMAS Coordinator, EMAS Contributor, EMAS Viewer.
EMAS Viewer	EMAS role, one with read-only access rights only.
Emergency Management (EM)	<ol style="list-style-type: none"> An ongoing process to prevent, mitigate, prepare for, respond to, maintain continuity during, and recover from an incident that threatens life, property, operations, or the environment. (NFPA 1600) A program that implements the mission, vision, strategic goals, objectives and management framework of the program and organization.
Emergency Management (EM) Activities	<p>Includes:</p> <ol style="list-style-type: none"> Emergency exercises <ol style="list-style-type: none"> Business Continuity Emergency Management IT continuity Electronic document creation and review cycles Building emergency and evacuation team training Emergency management awareness activities
Emergency Management Plans	<p>Includes:</p> <ol style="list-style-type: none"> Business Continuity Plans (BCP) Business Impact Analysis (BIA) IT continuity

Term	Definition
	<p>4. Building Emergency and Evacuation Plans (BEEP)</p> <p>5. Contingency Plans</p> <p>6. Action Plans</p>
Employment and Social Development Canada (ESDC)	A Department of the Government of Canada, the one that solicits a system through this procurement.
Exercise	Activity in which the entity's plan(s) is rehearsed in part or in whole to ensure that the plan(s) contains the appropriate information and produces the desired result when put into effect.
Full-Scale Exercise	A full-scale exercise is a multi-agency, multi-jurisdictional, multidiscipline exercise involving functional (e.g., joint field office, emergency operations centres) and "boots on the ground" response (e.g., continuity staff relocating to their alternate sites to conduct scenario driven essential functions).
Impact to economic well-being of Canadians/Public	Includes those essential and fundamental economic, monetary and fiscal services required to maintain income security, economic stability, essential banking services, and government sponsored benefits programs required to sustain the economic well-being of Canadians and avoid high injury.
Impact to function of Government/Organization	Includes those essential government services, constitutional arrangements, programs, policies, regulations, legislation, building and human and financial resources required to keep government effective and avoid high injury.
Impact to health of Canadians/Public	Refers to "emergency care and response" services required to ensure the provision of sustenance and to avoid injury. Includes those emergency services needed to save lives and restore individuals to normal functioning after severe trauma or an accident.
Impact to legal and regulatory compliance of Department/Organization	Includes legislation, governing policy, litigation, obligations (MOUs, agreements, treaties, contracts, internal/external clients).
Impact to public confidence/reputation in Department/Organization	Refers to the subjective assessment by the public about the government's credibility and ability to deliver services.
Impact to safety of Canadians/Public	Includes those essential services (such as fire, police, ambulance) and broader safety services (including nuclear safety, HAZMAT response, mitigation of the effects of chemical, biological, radiological of nuclear contamination, search and rescue services, the safety of buildings, public areas and public gatherings) required to maintain a life sustaining environment, ensure the provision of sustenance and protect the safety of the individual so as to avoid high injury.
Impact to security of Canadians/Public	Includes those essential services required to maintain public order, vital communications and transportation, the continuity of government, the territorial integrity and sovereignty of the nation, the

Term	Definition
	security of buildings, public areas and public gatherings, and the security of Canadians so as to avoid high injury.
Incident	An event that has the potential to cause interruption, disruption, loss, emergency, crisis, disaster, or catastrophe.
Incident Management	The process by which an organization responds to and controls an incident using emergency response procedures or plans.
Incident Response Plan	The documentation of a predetermined set of instructions or procedures to detect, respond to, and limit consequences of an incident against an organization's IT systems(s).
Information Technology (IT)	The use of technology for the storage, communication or processing of information. The technology typically includes computers, telecommunications, applications and other software. The information may include business data, voice, images, video, etc. Information technology is often used to support business processes through IT service.
Infrastructure as a Service (IaaS)	The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).
IT Service Continuity Management (ITSCM)	The process responsible for managing risks that could seriously impact IT services. ITSCM ensures that the IT service provider can always provide minimum agreed service levels, by reducing the risk to an acceptable level and planning for the recovery of IT services. ITSCM should be designed to support business continuity management.
Maximum Acceptable Downtime	Maximum elapsed time between a disruption and restoration of needed operational capacity or capability.
Platform as a Service (PaaS)	The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider. ³ The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.
Protected A	Canada classification of data confidentiality, meaning that its unauthorized release could cause injury such as loss of privacy or cause embarrassment.

Term	Definition
Protected B	Canada classification of data confidentiality, meaning that its unauthorized release could cause serious injury to private or other non-national interests, to an individual or a company such as loss of privacy or cause embarrassment.
Recovery Point Objective (RPO)	Point to which information used by an activity must be restored to enable the activity to operate on resumption. ISO Editor's Note: Can also be referred to as "maximum data loss".
Recovery Time Objective (RTO)	Time goal for the restoration and recovery of functions or resources based on the acceptable down time and acceptable level of performance in case of a disruption of operations.
Region	A subdivision of ESDC broken down by geographical boundaries defined by ESDC. At the time of writing, ESDC has 5 regions.
Reports	Includes after action reports, audit logs, situational reports, ad hoc reports, floor inspection checklist, contact lists.
Risk	A possible event that could cause harm or loss, or affect the ability to achieve objectives. A risk is measured by the probability of a threat, the vulnerability of the asset to that threat, and the impact it would have if it occurred.
Risk Assessment	Process of identifying the risks to an organization, assessing the critical functions necessary for an organization to continue business operations, defining the controls in place to reduce organization exposure and evaluating the cost for such controls. Risk analysis often involves an evaluation of the probabilities of a particular event.
Software as a Service (SaaS)	The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure ² . The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g. web-based e-mail), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Testing	Activities performed to evaluate the effectiveness or capabilities of a plan relative to specified objectives or measurement criteria. Testing usually involves exercises designed to keep teams and employees effective in their duties, and to reveal weaknesses in the preparedness and response/continuity/recovery plans.
Vulnerability	The degree to which a person, asset, process, information, infrastructure or other resources are exposed to the actions or effects of a risk, event or other occurrence.

Appendix C–Cloud Service Models



Cloud Service Model used on this procurement is Software as a Service.

Cloud Delivery Model used on this procurement is Public.
Consumer is Government of Canada.
Service Provider is a provide of the SaaS (i.e. the Bidder).

ANNEX "B" - BASIS OF PAYMENT

Table 1 : Initial Requirements				
Column (A)	Column (B)	Column (C)	Column (D)	Column (E)
Item No.	Description	Firm Unit Price	No. of Users for Evaluation Purposes	Extended Price for Evaluation Purposes
1	User Acces to SaaS	\$	3000	1(C) * 1(D)
2	Implementation: including configuration, legacy data migration, and rollout.	\$	Flat Rate	2(C)
		Firm Price		
3	Training for initial 20 users	\$		3(C)
Extended Price for Evaluation Purposes				Sum of 1(E) to 3(E)

TABLE 2: Optional Additional Users Access				
Column (A)	Column (B)	Column (C)	Column (D)	Column (E)
Item No.	Description	FIRM USER PRICE	NO. OF USERS FOR EVALUATION PURPOSES	EXTENDED PRICE FOR EVALUATION PURPOSES
1. Optional Additional Software Users				
1.0	Additional Users Access for Initial Contract Period	\$	500	1.0(C) * 1.0(D)
1.1	Additional Users for Option Year 1	\$	500	1.1(C) * 1.1(D)
1.2	Additional Users for Option Year 2	\$	500	1.2(C) * 1.2(D)
1.3	Additional Users for Option Year 3	\$	500	1.3(C) * 1.3(D)
1.4	Additional Users for Option Year 4	\$	500	1.4(C) * 1.4(D)
1.5	Additional Users for Option Year 5	\$	500	1.5(C) * 1.5(D)
1.6	Additional Users for Option Year 6	\$	500	1.6(C) * 1.6(D)
1.7	Additional Users for Option Year 7	\$	500	1.7(C) * 1.7(D)
1.8	Additional Users for Option Year 8	\$	500	1.8(C) * 1.8(D)
1.9	Additional Users for Option Year 9	\$	500	1.9(C) * 1.9(D)
EXTENDED PRICE FOR EVALUATION PURPOSES				Sum of 1.0(E) to 1.9(E)

TABLE 3 Training on an "As and When Requested" Basis				
Column (A)	Column (B)	Column (C)	Column (D)	Column (E)
Item No.	Description	FIRM PER DIEM RATE	No. OF DAYS FOR EVALUATION PURPOSES	EXTENDED PRICE FOR EVALUATION PURPOSES
1.Basic (End User)				
1.0	Rate for the Initial Contract Period	\$	10	1.0(C) * 1.0(D)
1.1	Rate for Option Year 1	\$	10	1.1(C) * 1.1(D)
1.2	Rate for Option Year 2	\$	10	1.2(C) * 1.2(D)
1.3	Rate for Option Year 3	\$	10	1.3(C) * 1.3(D)
1.4	Rate for Option Year 4	\$	10	1.4(C) * 1.4(D)
1.5	Rate for Option Year 5	\$	10	1.5(C) * 1.5(D)
1.6	Rate for Option Year 6	\$	10	1.6(C) * 1.6(D)
1.7	Rate for Option Year 7	\$	10	1.7(C) * 1.7(D)
1.8	Rate for Option Year 8	\$	10	1.8(C) * 1.8(D)
1.9	Rate for Option Year 9	\$	10	1.9(C) * 1.9(D)
2. Train the Trainer				
2.0	Rate for the Initial Contract Period	\$	10	2.0(C) * 2.0(D)
2.1	Rate for Option Year 1	\$	10	2.1(C) * 2.1(D)
2.2	Rate for Option Year 2	\$	10	2.2(C) * 2.2(D)
2.3	Rate for Option Year 3	\$	10	2.3(C) * 2.3(D)
2.4	Rate for Option Year 4	\$	10	2.4(C) * 2.4(D)
2.5	Rate for Option Year 5	\$	10	2.5(C) * 2.5(D)
2.6	Rate for Option Year 6	\$	10	2.6(C) * 2.6(D)
2.7	Rate for Option Year 7	\$	10	2.7(C) * 2.7(D)
2.8	Rate for Option Year 8	\$	10	2.8(C) * 2.8(D)
2.9	Rate for Option Year 9	\$	10	2.9(C) * 2.9(D)
Total Price for Evaluated Purposes				Sum Of 1.0(E) to 1.9(E) + 2.0(E) to 2.9(E)

TABLE 4 Professional Services on an "As and When Requested" Basis				
Column (A)	Column (B)	Column (C)	Column (D)	Column (E)
Item No.	Description	FIRM PER DIEM RATE (per Day)	No. OF DAYS FOR EVALUATION PURPOSES	EXTENDED PRICE FOR EVALUATION PURPOSES
1.0	Rate for the Initial Contract Period	\$	10	1.0(C) * 1.0(D)
1.1	Rate for Option Year 1	\$	10	1.1(C) * 1.1(D)
1.2	Rate for Option Year 2	\$	10	1.2(C) * 1.2(D)
1.3	Rate for Option Year 3	\$	10	1.3(C) * 1.3(D)
1.4	Rate for Option Year 4	\$	10	1.4(C) * 1.4(D)
1.5	Rate for Option Year 5	\$	10	1.5(C) * 1.5(D)
1.6	Rate for Option Year 6	\$	10	1.6(C) * 1.6(D)
1.7	Rate for Option Year 7	\$	10	1.7(C) * 1.7(D)
1.8	Rate for Option Year 8	\$	10	1.8(C) * 1.8(D)
1.9	Rate for Option Year 9	\$	10	1.9(C) * 1.9(D)
Total Price for Evaluated Purposes				Sum Of 1.0(E) to 1.9(E)

Table 5: Total Assessed Price for Calculation			
Column (A)	Column (B)	Column (C)	Column (D)
Item No.	Description	Price Calculations	Extended Price
1	Initial Requirements	Total from Table 1	\$
2	Optional Additional User Access	Total from Table 2	\$
3	Training on an "As and When Requested" Basis	Total from Table 3	\$
4	Services on an "As and When Requested" Basis	Total from Table 4	\$
Total Assessed Price (TAP) for Evaluation Purposes			\$

Solicitation No. - N° de l'invitation
G9292-202457
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
127 XL
CCC No./N° CCC - FMS No./N° VME

ANNEX “C” - SECURITY REQUIREMENTS CHECK LIST

(insert if applicable)

ANNEX "D" SRCL Security Classification Guide

#	Role/Function	Expected Type of Data Accessed	Data Access Location (Canada / Foreign / Both)	Screening Required	Details
1.	Any Contractor personnel with physical access to the Contractor data centers	<ul style="list-style-type: none"> Physical hardware Data Center facilities Data as stored on the Contractor's local Backup Media 	Canada	Reliability	This is for any Contractor personnel including facilities management resources that have physical access to the Cloud Services hardware equipment at the Contractor data centers.
2.	Any Contractor personnel who have limited logical access to the Contractor services.	<ul style="list-style-type: none"> All Business Data Data as stored on the Contractor's compute, storage, and network components Security Data including audit logs for Contractor Infrastructure components 	Both	Reliability	This is for any Contractor personnel that has logical access to the GC data hosted in the Contractor data centers and any sensitive system and security incident data. This can include Level 1 – Service Desk type resources.
3.	Any Contractor personnel with privileged roles and unrestricted logical access to GC assets within the Contractor services	<ul style="list-style-type: none"> All Business Data GC Data as stored on the Contractor's compute, storage, and network components Security Data including audit logs for Contractor Infrastructure components Assets include GC data and credentials 	Both	Secret	This is for any Contractor personnel that has elevated privileges with unrestricted logical access to the GC assets hosted in the Contractor data centers, any sensitive system and security incident data. This includes authorized access through an established process such as legal requests.

#	Role/Function	Expected Type of Data Accessed	Data Access Location (Canada / Foreign / Both)	Screening Required	Details
4.	Any contractor personnel with physical or logical access to detailed design documents.	<ul style="list-style-type: none"> Detailed design documents including but not limited to detailed logical and physical application, technology infrastructure solution architectures, security architecture and controls, detailed component diagrams, source code, detailed use-cases and business process maps, detailed application, data flows and data models, database designs, system interfaces, internal controls, test plans and test results 	Both	Reliability	This is mainly architecture and detailed design documentation access.
5.	Contractor Security Operations Center Personnel	<ul style="list-style-type: none"> Data as stored on the Contractor's compute, storage, and network components Security Data including audit logs for Contractor Infrastructure components 	Both	Reliability	This is the Contractor SOC Personnel.

#	Role/Function	Expected Type of Data Accessed	Data Access Location (Canada / Foreign / Both)	Screening Required	Details
6.	4th Level OEM Support	<ul style="list-style-type: none"> Physical hardware Data Center facilities Data as stored on the Contractor's local Backup Media 	Canada	N/A	The Contractor will use sub-contractors for some of their services as it related to data center operations. Any subcontractor should be properly engaged by the Contractor by having a contract and clear definition of work. This resource type will not have direct physical access to GC Data however they can work on issues/problems specific to their expertise level with security cleared Contractor resources who has access to the data. If the 4th Level OEM Support resource is at Contractor Data Centers, they will be escorted by cleared Contractor Operators. For example: Networking equipment support, HVAC support.

In addition to the roles above, the following covers roles related to transition/migration related services:

Track	Role	Responsibilities	Access to	Location (other than meetings)	Personnel Clearance Requirements (working assumption)
Governance	Delivery Executive, Program Manager or Project Manager	Governance / project management of the engagement	No access to physical systems (hands on keyboards) May attend meetings where protected system configuration data is displayed and/or discussed No access to user data	Onsite - N/A Remote - Yes	Reliability or equivalent
IT Service Management (Operational Guidance)	Architect and Consultant	Leading workshops, creation of documents (service maps, monitoring, etc.)	No access to physical systems (hands on keyboards) May attend meetings where protected system configuration data is displayed and/or discussed No access to user data	Onsite - N/A Remote - Yes	Reliability or equivalent
End User Adoption & Change Management	Architect and Consultant	Leading workshops, creation of documents, other change management activities required to onboard Office 365	No access to physical systems (hands on keyboards) May attend meetings where protected system configuration data is displayed and/or discussed No access to user data	Onsite - N/A Remote - Yes	None (assumes escorted when on Partner premises)
Microsoft Exchange Online Onboarding	Architect	Technical oversight of engagement, general guidance, document and deliverables review	No access to physical systems (hands on keyboards) Potential access to GoC documentation of various classifications No access to user data	Onsite - N/A Remote - Yes	Reliability or equivalent

	Deployment Consultant	<p>Remediation Phase - Working side-by-side with SSC/GoC SME's to remediate any issues with on-premises Active Directory, lingering Exchange configuration on-premises, network and client readiness (desktop)</p> <p>Enable Phase - Working side-by-side with SSC/GoC SME's to deploy the various components (AAD Connect for synchronization, establishing Federation for authentication, Enabling Conditional Access, Azure Information Protection and Exchange Online configuration in the tenant)</p>	Access to Systems (Office 365 tenant, on-premises Active Directory and Exchange) Access to GoC documentation as required to assist in the remediation and enablement Potential access to user data	Onsite - (if required by SSC) Remote - Yes	Reliability or equivalent (assumes SSC managing the environments independent of Partner email being migrated)
	Migration Consultant	Migration of data from YES to Exchange Online including creating the migration projects. Post-migration support to assist SSC/Partner Service Desks	Access to Systems (Office 365 tenant as Global Admin, on-premises Active Directory and Exchange, YES as either Organization Management or Recipient Management) Access/Potential Access to data (Full mailbox access in both YES and Exchange Online) Access to GoC documentation as required to complete migrations	Onsite - (if required by SSC) Remote - Yes	Secret or equivalent

ANNEX “E” – Supply Chain Integrity Process

Supply Chain Integrity Process

1. Mandatory Requirements

1.1. Contractors must submit, with their Submission, the following SCSI:

1.2.1 IT Product List: Contractors must identify the SaaS Solutions over which Canada's Data would be transmitted and/or stored that will be used and/or installed to perform any part of the Work and/or Services described in the resulting contract, in regards to each SaaS Solution, by completing the Form 6-SCI Submission Template as provided in the RFP, which includes following information:

- a) **OEM Name:** Enter the name of the original equipment manufacturer (OEM) of the product that is being ordered.
- b) **OEM DUNS Number:** Enter the DUNS number of the OEM. The Data Universal Numbering System (DUNS) is a unique nine-digit number assigned to each physical location of a businesses. It is a worldwide standard and is used to determine the credit score of a company. If the company does not have a DUNS number, or you are unable to find one, please fill out the requested information on "C - Ownership Information". Ownership information consists of the top 5, by percentage, investors and owners of the company. The names provided for investors and owners should be those found in investment or ownership documents for the company in question.
- c) **Product Name:** Enter the OEM's name for the product.
- d) **Model Number:** Enter the OEM's model and/or version number of the product.
- e) **Product URL:** Enter the URL of the OEM's webpage for the product.
- f) **Vulnerability Information:** Enter information concerning the last 5 security issues that were reported about the product. If the OEM posts this information to the CVE website, list the CVE numbers separated by semi-colons (;). If the OEM does not post this information to the CVE website, you will need to ask the OEM directly for security vulnerability information and provide this information to the Canadian Centre for Cyber Security. If this is the case for a particular product, enter "see attached information" in the Vulnerability Information field, and include the filename(s) in the additional information column which provide the required vulnerability information.

1.2.2 Ownership Information: Contractors must identify the original equipment manufacturer (OEM) of the product(s) or service(s) ordered, as well as the name of any contractor (i.e. sub-contractors (individuals or companies), sub-contractors of sub-contractors (individuals or companies) down the chain, re-seller, distributor, sub-processors, etc.) of the product(s) or service(s) that are being ordered.

This list must identify all third parties who may perform any part of the Work, whether they would be sub-contractors to the Contractor, or sub-contractors to sub-contractors of the Contractor down the chain. Any sub-contractor that could have access to Canada's Data must be identified. For the purposes of this requirement, a third party who is merely a contractor of goods to the Contractor, but who does not perform any portion of the Work, is not considered to be a sub-contractor. Sub-contractors would include, for example, technicians who might be deployed or maintain the Contractor's solution. If the Contractor does not plan to use any sub-contractors to perform any part of the Work, the Contractor is requested to indicate this in its response.

Contractors are requested to provide their information on form [insert]. It is requested that Contractors indicate their legal name on each page, insert a page number as well as the total number of pages. Contractors are also requested to insert a separate row for each sub-contractor and additional rows as may be necessary.

For each of these entities listed, provide either:

- a) **OEM DUNS Number:** Enter the DUNS number of the OEM. The Data Universal Numbering System (DUNS) is a unique nine-digit number assigned to each physical location of a businesses. It is a worldwide standard and is used to determine the credit score of a company. If the company does not have a DUNS number, or you are unable to find one, fill out the requested information on "C - Ownership Information". Ownership information consists of the top 5, by percentage, investors and owners of the company. The names provided for investors and owners should be those found in investment or ownership documents for the company in question.
- b) **Country / Nationality:** The country which an individual listed has their primary nationality or the country in which a corporate entity is registered.
- c) **Corporate website link:** For each of OEM or Contractor name, Ownership, Investors, and Executives listed above provide a URI / URL to the information that supports the claims listed in each of the fields.

1.2.3 Network Diagrams: one or more conceptual network diagrams that collectively show the complete network proposed to be used to deliver the services described in the draft Statement of Work. The network diagrams are only required to include portions of the Contractor's network (and its sub-contractor network(s)) over which Canada's Data, would be transmitted in performing any resulting contract. As a minimum the diagram must show:

- a) The following key nodes for the delivery of the services under the resulting contract of this solicitation process, if applicable the role of the Contractor or sub-contractor;
 - i. Service delivery points;
 - ii. Core network
 - iii. Sub-contractor network (specifying the name of the sub-contractor as listed in the **Ownership Information**);
- b) The node interconnections, if applicable
- c) Any node connections with the Internet; and
- d) For each node, a cross-reference to the product that will be deployed within that node, using the Excel row number from the IT Product List.

2. Assessment of Supply Chain Security Information

2.1 Canada will assess whether, in its opinion, the Supply Chain Security Information creates the possibility that the Contractor's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.

2.2 In conducting its assessment:

- (a) Canada may request from the Contractor any additional information that Canada requires to conduct a complete security assessment of the Supply Chain Security Information. The Contractor will have 2 working days (or a longer period if specified in writing by the Supply Chain Security Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the response being disqualified.

- (b) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the response or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the Supply Chain Security Information.

2.3 If, in Canada's opinion, any aspect of the Supply Chain Security Information, if used in a solution, creates the possibility that the Contractor's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:

- (a) Canada will notify the Contractor in writing (sent by email) and identify which aspect(s) of the Supply Chain Security Information is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Contractor regarding its concerns will be determined based on the nature of the concerns. In some situations, for reasons of national security, it may not be possible for Canada to provide further information to the Contractor; therefore, in some circumstances, the Contractor will not know the underlying reasons for Canada's concerns with respect to a product, sub-contractor or other aspect of the Contractor's Supply Chain Security Information.
- (b) The notice will provide the Contractor with one opportunity to submit revised Supply Chain Security Information within the 10 calendar days following the day on which Canada's written notification is sent to the Contractor, (or a longer period specified in writing by the Supply Chain Security Authority).
- (c) If the Contractor submits revised Supply Chain Security Information within the allotted time, Canada will perform a second assessment. If Canada determines that any aspect of the Contractor's revised Supply Chain Security Information could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, no further opportunities to revise the Supply Chain Security Information will be provided and the response will be disqualified.

2.4 By participating in this process, the Contractor acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. Also, the Contractor acknowledges that Canada's security assessment does not involve the assessment of a proposed solution. As a result:

- (a) qualification pursuant to this RFP does not constitute an approval that the products or other information included as part of the Supply Chain Security Information will meet the requirements of the subsequent bid solicitation or any resulting contract or other instrument that may be awarded as a result of any subsequent bid solicitation;
- (b) qualification pursuant to this RFP does not mean that the same or similar Supply Chain Security Information will be assessed in the same way for future requirements;
- (c) at any time during the subsequent bid solicitation process, Canada may advise a Contractor that some aspect(s) of its Supply Chain Security Information has become the subject of security concerns. At that point, Canada will notify the Respondent and provide the Contractor with an opportunity to revise its Supply Chain Security Information, using the same process described above.
- (d) during the performance of a subsequent contract, if Canada has concerns regarding certain products, designs or sub-contractors originally included in the Supply Chain Security Information, the terms and conditions of that contract will govern the process for addressing those concerns.

- 2.5 All Contractors will be notified in writing regarding whether or not they have qualified under this RFP to proceed to the next stage of the procurement process.
- 2.6 Any Contractor that has qualified under this RFP will be required, when responding to any subsequent bid solicitation under this solicitation process, to propose a solution consistent with the final version of the Supply Chain Security Information it submitted with its response to this RFP (subject to revision only pursuant to the paragraph below). Except pursuant to the paragraph below, no alternative or additional Products or sub-contractors may be proposed in the Contractor's solution. This is a mandatory requirement of this solicitation process. The proposed solution during any subsequent bid solicitation does not need to contain all the Products within the final Supply Chain Security Information.
- 2.7 Once a Contractor has been qualified in response to this RFP, no modifications are permitted to the Supply Chain Security Information except under exceptional circumstances, as determined by Canada. Given that not all the exceptional circumstances can be foreseen, whether changes may be made and the process governing those changes will be determined by Canada on a case-by-case basis.

ANNEX “F” – Supply Chain Security Information (SCSI) Vendor Submission Form



PART A - BIDDER INFORMATION	
Procurement Name:	
Date submitted:	
Solicitation Number:	
Bidder Name:	
Bidder DUNS Number:	



B -Product List

Example IT
Product List

Item	OEM Name	OEM DUNS Number	Product Name	Model / Version	Product URL	Vulnerability Information	Contractor Name	Contractor DUNS Number	Contractor URL	Additional Information
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										



C - Ownership Information

F - Example Ownership

Information

Use this form only for OEM and Contractors that
do not have a DUNS number.

Item	OEM or Contractor name	Ownership	Investors	Executives	Country / Nationality	Corporate website link
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						

D - Help

Field	Guide	SCSI Form 2 Cover	Notes
PROCUREMENT NAME	If not applicable, leave blank. Otherwise, provide any name associated with this multi-line procurement (i.e. WTD Print, Project Teleso).		
Date submitted:	YYYY-MM-DD		
SOLICITATION #:	If not applicable, leave blank. Otherwise, provide the solicitation number for this multi-line procurement.		
BIDDER NAME	If not applicable, leave blank. Enter the name of the lead organization providing the bid submission.		
BIDDER DUNS Number	If not applicable, leave blank. Enter the DUNS number of the lead organization providing the bid submission. If the company does not have a DUNS number, or you are unable to find one, please fill out the requested information on "C - Ownership Information". Ownership information consists of the top 5, by percentage, investors and owners of the company. The names provided for investors and owners should be those found in investment or ownership documents for the company in question.		
OEM Name	IT PRODUCT LIST Enter the name of the original equipment manufacturer (OEM) of the product that is being ordered.		
			Only products that qualify for supply chain integrity assessments should be included in this list. Power cables, rack blanking panels, warranty

OEM DUNS Number	Enter the DUNS number of the OEM. The Data Universal Numbering System (DUNS) is a unique nine-digit number assigned to each physical location of a business. It is a worldwide standard and is used to determine the credit score of a company. If the company does not have a DUNS number, or you are unable to find one, please fill out the requested information on "C - Ownership Information". Ownership information consists of the top 5, by percentage, investors and owners of the company. The names provided for investors and owners should be those found in investment or ownership documents for the company in question.	costs, shipping costs, and similar other non-ICT items should not be included. If these products are found in this form, it will be sent back as incorrect and no assessment will be performed. This should follow the "Product" definition of "hardware (or software) that operates at the data link layer of the Open Systems Interconnection model (OSI Model) Layer 2 and above"
Product Name	Enter the OEM's name for the product.	
Model Number	Enter the OEM's model and/or version number of the product.	
Product URL	Enter the URL of the OEM's webpage for the product.	
Vulnerability Information	Enter information concerning the last 5 security issues that were reported about the product. If the OEM posts this information to the CVE website, list the CVE numbers separated by semi-colons (;) . If the OEM does not post this information to the CVE website, you will need to ask the OEM directly for security vulnerability information and provide this information to the Canadian Centre for Cyber Security. If this is the case for a particular product, enter "see attached information" in the relevant field(s).	
Contractor Name	Enter the name of the contractor (i.e. sub-contractors, re-seller, distributor, sub-processors, etc.) of the product that is being ordered. This includes any business entity involved in producing products or services to help complete the bidding requirements. For PISA, NMSO, or similar lists, this field may be left blank.	

Contractor DUNS Number	<p>Enter the DUNS number of the Contractor. The Data Universal Numbering System (DUNS) is a unique nine-digit number assigned to each physical location of a businesses. It is a worldwide standard and is used to determine the credit score of a company. If the company does not have a DUNS number, or you are unable to find one, please fill out the requested information on "C - Ownership Information". Ownership information consists of the top 5, by percentage, investors and owners of the company. The names provided for investors and owners should be those found in investment or ownership documents for the company in question.</p> <p>For PISA, NMSO, or similar lists, this field may be left blank.</p>	
Contractor URL	<p>Enter the URL of the contractor's webpage for the product.</p> <p>For PISA, NMSO, or similar lists, this field may be left blank.</p>	
OWNERSHIP INFORMATION		
OEM or Contractor name	Enter the name of the original equipment manufacturer (OEM) of the product that is being ordered, or enter the name of the contractor (i.e. sub-contractors, re-seller, distributor, sub-processors, etc.) of the product or service that is being ordered.	<p>It is only necessary to fill out entries in "C- Ownership Information" if a DUNS number cannot be supplied for the OEM and/or contractor.</p> <p>Each piece of provided information must be found on its own line in its own cell in the spreadsheet.</p>
Ownership	Ownership information consists of the top 5, by percentage, owners of the OEM or Contractor. The names provided for owners should be those found in ownership documents for the company in question.	
Investors	Investor information consists of the top 5, by percentage, investor in the OEM or Contractor. The names provided for owners should be those found in investment documents for the company in question.	
Executives	List the executives and members of the board of directors for the company in question.	
Country / Nationality	The country which an individual listed has their primary nationality or the country in which a corporate entity is registered.	

Corporate website link	For each of OEM or Contractor name, Ownership, Investors, and Executives listed above provide a URI / URL to the information that supports the claims listed in each of the fields.
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E - Example IT Product List

Item	OEM Name	OEM DUNS Number	Product Name	Model / Version	Product URL	Vulnerability Information	Contractor Name	Contractor DUNS Number	Contractor URL	ADDITIONAL INFORMATION
1	Cie. ABC	137660665	1941	K9	Insert URL here	CVE-2018-XXXXX; CVE-2018-YYYYY; CVE-2018-XXXXX; CVE-2017- WWWWW				PISA Example
2	Cie. ABC	137660665	1941	K9	Insert URL here	CVE-2018-XXXXX; CVE-2018-YYYYY; CVE-2018-XXXXX; CVE-2017- WWWWW	LocalHardware	4567891234	https://www.lhinc.ca	ROC / Single Procurement Example

F - Example Ownership Information

OEM or Contractor name	Ownership	Investors	Executives	Country / Nationality	Corporate website link
newkid software	Mr. A (60%)			Canada	newkid.com/profiles/mra
newkid software	Ms. B (30 %)			France	newkid.com/profiles/msb
newkid software	Mr. C (10%)			United States	newkid.com/profiles/mrc
newkid software		Company A (10%)		United States	newkid.com/investor_relations/filings
newkid software		Company B (9%)		China	newkid.com/investor_relations/filings
newkid software		Company C (8%)		South Korea	newkid.com/investor_relations/filings
newkid software		Company D (5%)		Canada	newkid.com/investor_relations/filings
newkid software		Company E (5%)		Spain	newkid.com/investor_relations/filings
newkid software			Mr. A	Canada	newkid.com/profiles/mra
newkid software			Ms. B	France	newkid.com/profiles/msb
newkid software			Mr. Q	Portugal	newkid.com/profiles/mrq

ANNEX “G” – PSPC Non-Disclosure Agreement related to Supply Chain Integrity

Note to Contractors: Please note that this Non-Disclosure Agreement only covers SCI requirements under Section 3.6: Supply Chain Integrity Requirements. Contractors will be asked to enter into a bilateral non-disclosure agreement (NDA) with the CCCS once they onboard on the SaaS ITS Program.

Non-Disclosure Agreement

By presenting a Submission, the Contractor agrees to the terms of the non-disclosure agreement below (the “**Non-Disclosure Agreement**”):

1. The Contractor agrees to keep confidential any information it receives from Canada regarding Canada's assessment of the Contractor's Supply Chain Security Information (the “**Sensitive Information**”) including, but not limited to, which aspect of the Supply Chain Security Information is subject to concern, and the reasons for Canada's concerns.
2. Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise and whether or not that information is labeled as classified, proprietary or sensitive.
3. The Contractor agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Contractor who has a security clearance commensurate with the level of Sensitive Information being accessed, without the prior written consent of the Supply Chain Security Authority. The Contractor agrees to immediately notify the Supply Chain Security Authority if any person, other than those permitted by this Article, accesses the Sensitive Information at any time.
4. All Sensitive Information will remain the property of Canada and must be returned to the Supply Chain Security Authority or destroyed, at the option of the Supply Chain Security Authority, if requested by the Supply Chain Security Authority, within 30 days following that request.
5. The Contractor agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Contractor at SA stage, or immediate termination of any resulting Contract(s). The Contractor also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Contractor's security clearance and review of the Contractor's status as an eligible Contractor for other requirements.
6. This Non-Disclosure Agreement remains in force indefinitely.

ANNEX “H” – SaaS IT Security (ITS) Assessment Program: Onboarding Process

1. Making a Submission to the SaaS IT Security Assessment Program

- (a) To make a submission to the program, a Bidder must complete the following steps:
- (b) Contact the CCCS Contact Centre: contact@cyber.gc.ca or 613-949-7048 or 1-833-CYBER-88.
- (c) Prepare to enter into a bi lateral non-disclosure agreement (NDA) with the CCCS.
- (d) Provide all documentation for the assessment to the CCCS Contact Centre. When providing documents, Pretty Good Privacy (PGP) encryption program credentials should be used to encrypt the documents. See section 2 – PGP Key for a copy of the PGP key.

2. PGP Key

- (a) Email or phone the CCCS Contact Centre to request the necessary public key for the CCCS PGP key. Use this key to encrypt sensitive documents that you are submitting for the SaaS ITS Assessment Program.

3. Contacts and Assistance

- (a) The CCCS Contact Centre is the point of contact for all document submissions related to the SaaS ITS Assessment Program. The SaaS Assessment team lead, or an authorized delegate, has access to this mailbox. All SaaS ITS Assessment documentation will be managed and protected using PGP encryption during transmission (see section 2 for a copy of the PGP key). All documentation will also be handled and managed following CCCS information management policies.

CCCS Contact Centre

contact@cyber.gc.ca

613-949-7048 or 1-833-CYBER-88

ANNEX "I" – SaaS Service Level Agreements (SLA)

Only terms and conditions in the SLA, detailed under 3.3 Section I: Technical Submission (d), related to service levels and service delivery will be part of the Contract.

By presenting a Bid, the Bidder acknowledges and agrees that any terms contained in Annex G - SaaS Solution Service Level Agreements that purport to interpret the Contract, are the same or similar subject matter, or are related to the terms contained in the Contract Clauses, are deemed stricken and are of no force or effect. Similarly, any terms contained in Annex G – SaaS Solution Service Level Agreements which include pricing information, such as (but not limited to) those that attempt to impose financial conditions, pricing terms, or compliance penalties, shall be deemed stricken and are of no force or effect.

No terms purporting to abridge or extend the time to commence an action for breach, tort, or other action are of any effect.

ANNEX "J" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

(insert if applicable)

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

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

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

OR

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

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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

ANNEX "K" TASK AUTHORIZATION FORM PWGSC-TPSGC 572

**TASK AUTHORIZATION FORM FOR
EMAS CONTRACT
AUTHORIZATION OF SERVICES TO BE PERFORMED
ON AN AS-AND-WHEN-REQUESTED BASIS**

Contractor:		Contract No.	
Financial Code:		GST Financial Code:	
Task Authorization No.:		Date:	
1.0 DESCRIPTION OF THE TASK / WORK TO BE PERFORMED			
2.0 PERIOD OF SERVICES			
From:		To:	
3.0 SERVICES TO BE PERFORMED FOR: (LOCATION / ADDRESS)			
4.0 AUTHORITIES			
Project Authority:		Responsibility Centre:	
5.0 COST			
Category and Level of Personnel / Category of Course	Per Diem Rate / Rate per Course	No. of Days to Perform the Tasks/Work	Total
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
		ESTIMATED PRICE	\$
		GST/HST	\$
		TOTAL	\$
Travel and Living Expenses: Travel and living are a direct charge on a cost reimbursable basis. All expenses shall incurred in accordance with the then-current Treasury Board guidelines. Invoices for Travel and Living costs of the Contractor's employees are to be supported by documentation (receipts) and will be reimbursed in accordance with the Treasury Board Policy and Guidelines on Travel in effect at the time of travel at actual cost with on allowance for mark-up. Charges for air travel shall not exceed that for economy class.		ESTIMATED PRICE	\$
		GST/HST	\$0
		TOTAL	\$0
		GRAND TOTAL	\$
You are requested to sell to Her Majesty The Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price set out therefore.			

ANNEX "L" SaaS Publisher Authorization Form

(to be used where the Contractor is not the SaaS Publisher)

This confirms that the SaaS Publisher identified below understands and acknowledges that the Contractor named below has submitted a Submission in response to the Request for Supply Arrangement dated _____, reference number _____ issued by PSPC.

The SaaS Publisher hereby confirms that

- (i) The Contractor named below is authorized to supply the SaaS Publisher listed below or attached, through its SA; and
- (ii) The SaaS Publisher agrees to grant all licenses to be acquired under the SA in accordance with the resulting Contract's terms and conditions set out in the SA.

The SaaS Publisher acknowledges that the reseller has proposed to the Crown, in response to the RFSA, the following SaaS Solutions and other proprietary products of the Corporation.

[Identify all of the proprietary SaaS Solutions that are proposed by the Contractor]

[Contractors should add or remove lines as needed, or attach the product list as an appendix.]

Name of Contractor _____

Name of SaaS Publisher _____

Signature of authorized signatory of SaaS Publisher _____

Print Name of authorized signatory of SaaS Publisher _____

Print Title of authorized signatory of SaaS Publisher _____

Address for authorized signatory of SaaS Publisher _____

Telephone no. for authorized signatory of SaaS Publisher _____

Email for authorized signatory of SaaS Publisher _____

Date signed _____