



RETURN BIDS TO:

Canadian Energy Regulator
Suite 210, 517 Tenth Avenue SW
Calgary, AB, Canada T2R 0A8
Bid Email: proposals.propositions@cer-rec.gc.ca

REQUEST FOR PROPOSAL

Comments

**THIS DOCUMENTS CONTAIN
SECURITY REQUIREMENT.**

Proposal To: Canadian Energy Regulator

We hereby offer to sell to Canadian Energy Regulator, 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 thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract

Title	
Data Centre CoLocation Services	
Solicitation No.	Date
84084-19-0071A	2020-11-03
Solicitation Closes	Time Zone
at 02 :00 PM – 14h00	Mountain Standard Time (MST)
on 2020-11-26	
F.O.B.	
Plant: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>
Address inquiries to:	
Frances Todd	
Area code and Telephone No.	E-mail
	Fran.todd@cer-rec.gc.ca
Destination – of Goods, Services, and Construction:	
See herein	

Instructions: See Herein

Delivery required	Delivery offered
See Herein	
Vendor/firm Name and Address	
Telephone No.	
E-mail	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION.....	4
1.2 SUMMARY	4
1.3 DEBRIEFINGS.....	5
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - BID SOLICITATION.....	7
2.5 APPLICABLE LAWS.....	7
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....	7
2.7 BID CHALLENGE AND RECOURSE MECHANISMS.....	7
PART 3 - BID PREPARATION INSTRUCTIONS.....	8
3.1 BID PREPARATION INSTRUCTIONS	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	9
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	9
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	11
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	12
6.1 SECURITY REQUIREMENTS.....	12
6.2 INSURANCE REQUIREMENTS	12
PART 7 - RESULTING CONTRACT CLAUSES	13
7.1 STATEMENT OF WORK.....	13
7.2 STANDARD CLAUSES AND CONDITIONS.....	13
7.3 SECURITY REQUIREMENTS	13
7.4 TERM OF CONTRACT	14
7.5 AUTHORITIES	14
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	15
7.7 PAYMENT	15
7.8 INVOICING INSTRUCTIONS	16
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
7.10 APPLICABLE LAWS.....	17
7.11 PRIORITY OF DOCUMENTS	17
7.12 INSURANCE REQUIREMENTS	17
7.13 DISPUTE RESOLUTION.....	17
ANNEX “A”	18
STATEMENT OF WORK	18
ANNEX “B”	22
BASIS OF PAYMENT	22
ANNEX C	30

SECURITY REQUIREMENTS CHECK LIST 30

ANNEX "D" 34

INSURANCE REQUIREMENTS..... 34

ANNEX "E" TO PART 3 OF THE BID SOLICITATION 36

ELECTRONIC PAYMENT INSTRUMENTS..... 36

ANNEX F TO PART 5 OF THE BID SOLICITATION..... 37

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION..... 37

ANNEX "G" 40

TECHNICAL EVALUATION REQUIREMENTS..... 40

PART 1 - GENERAL INFORMATION

This bid solicitation cancels and supersedes previous bid solicitation number 84084-20-0022 dated 2020-03-04 with a closing of 2020-06-30 at 14:00. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, and any other annexes.

1.2 Summary

- 1.2.1 The Canadian Energy Regulator (CER) is seeking a Service Provider to
 - house the CER's secondary, Disaster Recovery Data Centre in a secure, supplier owned and operated facility,
 - provide network connectivity between the secondary Disaster Recovery Datacentre and the CER's primary Production Datacentre located at 100-3015 5 Avenue NE, Calgary, AB, and
 - provide network access between the CER client location (in Calgary) and the Data Centre (as supplied by the Service Provider).
- 1.2.2 Canada intends to set the period of contract at three years with three (3) - one year option periods.
- 1.2.3 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](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to Canada Energy Board (CER) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to CER will not be accepted.

Bidders who choose to submit their bids by email should note the size limit of email including attachment is 35MB. Any email size is over that limit, please break up it into smaller files, and send them in separate emails, or send it in ZIP file format before the bid closing time.

2.3 Former Public Servant

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

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 FPSs, 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.

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. C-8.

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information, for all FPSs 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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.

2.4 Enquiries - Bid Solicitation

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.

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 Alberta.

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

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid (1 copy by email)
- Section II: Financial Bid (1 copy by email)
- Section III: Certifications (1 copy by email)
- Section IV: Additional Information (1 copy by email)

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

Canada requests that bidders follow the format instructions described below in the preparation of an electronic copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should submit bids electronically

Section I: Technical Bid

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

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

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

Section IV: Additional Information

3.1.4 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

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

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

- 3.1.4.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1.1 Technical Evaluation

See Annex G TECHNICAL EVALUATION REQUIREMENTS

4.1.1.2 Point Rated Technical Criteria

See Annex G TECHNICAL EVALUATION REQUIREMENTS

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 *SACC Manual* Clause [A0027T \(2012-07-16\)](#), Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 80 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75 % for the technical merit and 25 % for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 75%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. To support this requirement, the CER is seeking to establish a multi-year contract with a single, qualified Bidder (the "Successful Bidder") to provide Data Centre Co-location and Networking Services.

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

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

Signature

Date

5.2.3.2 Education and Experience

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

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

Signature

Date

5.2.4 ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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

6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "D".

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035 \(2020-05-28\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Contract Security Program (CSP) of the Industrial Security Sector (ISS), Public Works and Government Services (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP/ISS/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP/ISS/PWGSC, the Contractor/ personnel **MAY NOT HAVE ACCESS** to **PROTECTED** or **CLASSIFIED** information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
3. Processing of PROTECTED materiel electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP/ISS/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide, attached at Annex C;
 - (b) *Industrial Security Manual* (Latest Edition).

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

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

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

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

7.4 Term of Contract

The period of the Contract is from date of Contract to (three years) inclusive.

7.4.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.4.2 Option Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in Annexes of the Contract under the same conditions for years 2027 and 2028 and at the prices and/or rates as negotiated between the Contractor and Contracting Authority. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Frances Todd
Title: Procurement Specialist
Department: Canadian Energy Regulator
Address: 517 Tenth Ave SW., Suite 210
Calgary AB T2R 0A8

Telephone: 403-470-1748
E-mail address: fran.todd@cer-rec.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is: TBD

Name: _____
 Title: _____
 Department: Canadian Energy Regulator
 Address: 517 Tenth Ave SW., Suite 210
 Calgary AB T2R 0A8
 Telephone: ____-____-_____
 E-mail address: _____

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

7.5.3 Contractor's Representative: TBD

Name: _____
 Title: _____
 Company: _____
 Address: _____
 Telephone: ____-____-_____
 E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment - Cost Reimbursable – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$___TBD_ Customs duties and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

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

- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.7.3 Monthly Payment

SACC Manual Clause H1008C (2008-05-12), Monthly Payment

7.7.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the monthly maintenance report described in the Statement of Work of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

2. The Contractor must provide the original invoices and monthly maintenance reports must be forwarded to the Project Authority of the Contract for certification and payment.

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2035 \(2020-05-28\)](#), General Conditions –Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Requirements;
- (g) the Contractor's bid dated _____, TBD

7.12 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

- (a) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (b) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (c) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF WORK

1.0 General:

The Canada Energy Regulator (CER) currently uses exterior data centres in two (2) locations to provide the ability to physically separate production infrastructure from disaster recovery and back-up systems. Both facilities are local to the Calgary area, and physically accessible to CER staff for support/maintenance activities.

The CER is seeking a Service Provider to

- house the CER's secondary, Disaster Recovery Data Centre in a secure, supplier owned and operated facility,
- provide network connectivity between the secondary Disaster Recovery Datacentre and the CER's primary Production Datacentre located at 100-3015 5 Avenue NE, Calgary, AB, and
- provide network access between the CER client location (517 Tenth AVE SW, Calgary, AB) and the Data Centre (as supplied by the Service Provider).

The CER requires the secondary Disaster Recovery Data Centre be situated within at most 1 hour's drive time from the CER Main Office, 517-10th Ave SW. This will allow for timely access to CER hardware for technical support by CER staff.

The CER requires the secondary Disaster Recovery data centre to be located at least 5 km distant from the primary Production Datacentre at 100-3015 5 Avenue NE, Calgary, AB, so as to be deemed adequately geographically distant from the Production facility and reasonably in a different 'disaster footprint'.

To support this requirement, the CER is seeking to establish a multi-year contract with a single, qualified Bidder (the "Successful Bidder") to provide Data Centre Co-location and Networking Services.

2. SCOPE OF SERVICES

2.1 Background

CER hardware is currently hosted in two (2) co-location facilities: one in North East Calgary, and the other in the Calgary Foothills industrial park. These facilities are linked to the CER Main Office, and to each other, by high-speed links providing service at Layer-2 of the OSI model.

The CER's intent is to house information up to and including Protected B in its Data Centre, and the proposed data centre security infrastructure and processes must fully support the CER in complying with applicable CER and Government of Canada security policies, standards and guidelines covering up to and including Protected B information.

From a timing perspective, the CER requires all co-location and network services to be available at the Data Centre within **four weeks** following contract award. "Available" in this context means fully tested as operational and ready for the CER to use.

The CER is seeking to achieve steady-state occupancy in its secondary Disaster Recovery Data Centre by the target date of May 31, 2020.

2.2 Scope of Services

The Contractor will provide Services on a non-exclusive and an on-going basis, as described herein.

The CER's intent is that post-migration it will continue to operate in its Data Centre co-located space (as provided by the selected Contractor) using the CER's own Infrastructure Specialists. The CER plans to set up its Data Centre to be largely operated remotely by the CER IT group. The CER expects that its IT staff will travel to the Data Centre on an as-needed basis, with selected staff occasionally rotating to work out of the Data Centre to maintain the CER's state of readiness from a disaster recovery perspective.

The CER's initial estimated power consumption is 15000 Watts. The CER requires the ability to make some adjustments to this estimate after contract award and maintain contiguous rack space.

The CER is amenable to being presented with options for "best fit" of its equipment to make the most economical use of the data centre space and power services (including considerations related to minimum power commitments per rack, maximum power per rack, etc.). The CER would reserve the right to revise this arrangement of equipment, based on a need for certain equipment to remain physically associated with other components for ease of connectivity.

2.3 Resource Requirements

Account Management

(i) Account Representative

The Contractor shall provide an Account Representative who shall attend quarterly meetings with one of the CER's Infrastructure Specialists (or more frequently if identified by the CER) to review the Services provided in the previous period of the Agreement and support future planning and identifying any adjustments to the Contractor's services required for the upcoming period.

(ii) Executive Sponsor

The **Executive Sponsor** shall monitor, report, and manage the agreement between the Successful Bidder and the CER, working with the CER's Director of IT. The Executive Sponsor shall serve as an escalation point, as required, for resolution of any vendor performance management issues or concerns.

The Executive Sponsor shall meet with the CER's management as requested by the CER.

The Executive Sponsor shall hold overall corporate accountability for the Contractor's Services Delivery.

2.4 Vendor Performance Framework

The resultant Agreement will contain a Vendor Performance Framework that is expected to contain the following elements, at a minimum.

(a) Performance Objectives of the Services

The resultant Contract is expected to contain or incorporate by reference vendor-specific Service Level Agreements (SLAs) identifying performance objectives (e.g. uptime, availability, bandwidth, etc.) as noted in Sections 2.2 (above) with which the Contractor will be required to comply during the Agreement.

The Contractor must provide and deliver upon its Service Level Agreement (SLA) or service level assurances that include the following services or features, as a minimum:

(i) **Data Centre services:**

- (A) Data Centre on-call resources.
- (B) Data Centre support resources.
- (C) Security protocols of the Data Centre facility.
- (D) Data Centre power availability.
- (E) Network availability, where provided with Data Centre facility.

(ii) **Networking services:**

- (A) The Contractor must provide a statement of its SLAs for the links from the Client Site to the Datacentre.
- (B) The Contractor must provide a statement of its SLAs for Internet services.
- (C) The Contractor must specify the service availability for on-site service intervention, if required.

(b) **Performance Issues**

The CER may consider the following as Performance Issues for which corrective actions under this Vendor Performance Framework may be required:

- (i) Consistently poor service delivery including inability to consistently achieve the SLAs for data centre or network performance or availability;
- (ii) Other issues or concerns identified by the CER.

In the event the CER determines a Performance Issue may arise, or has arisen, it may request one or more of the following steps:

- (i) A priority meeting between related CER representative(s) and the Contractor's Account Representative and any other Contractor Resources, as required, to rectify the situation in a manner suitable to both parties;
- (ii) A priority meeting between related CER representative(s) and the Contractor's Executive Sponsor to rectify the situation in a manner suitable to both parties;
- (iii) Development and implementation by the Contractor of a corrective action plan, with defined actions and timelines to address the related performance issues.

Should Performance Issues, in relation to performance objectives defined within the Vendor Performance Framework within the resulting Agreement, persist following any corrective action taken, the CER reserves the right to cancel the overall Agreement with the Contractor, and issue any remaining work to another qualified vendor.

2.5 Reporting

During the initial network setup and on-boarding period, as determined by the CER and the Contractor, and prior to successful cutover to the usage of the Data Centre and network infrastructure, the Contractor shall provide a **Weekly Status Report** by email to the CER including, but not limited to:

- (i) Status against establishing network connectivity;

- (ii) Status against the current setup and testing schedule;
- (iii) Any noted problem areas which might impact the schedule; and
- (iv) Next steps and deliverables.

As part of the Contractor's delivery of *Data Centre Co-location and Networking Services* the Contractor shall provide a **Monthly Report** to the CER by email including, but not limited to:

- (i) Performance under the overarching Vendor Performance Framework, including any issues and resolutions required, against the identified SLA(s); and
- (ii) Details of any service changes during the reported period (for purposes of validation against invoiced amounts).

The Contractor's **Account Representative** shall attend **quarterly meetings** with one of the CER's Infrastructure Specialists (or more frequently if identified by the CER) to:

- (i) Review the Services provided in the previous period of the Agreement and support planning the next quarter's service delivery; and
- (ii) Identifying any adjustments to the Contractor's Services required for the upcoming period.

3.0 LOCATION

The CER anticipates the majority of work to occur at the Contractor's location, with some nominal networking installation requirements at the CER's Main Office location.

For work from its own premises, the Contractor is required to provide all facilities, equipment, software licenses and tools to provide the required Services.

Given the requirement to safeguard the integrity of the CER's systems, all work, data and technology used by the Contractor in the delivery of Services to the CER must remain in Canada.

1. Canada Energy Regulator, 517-Tenth Ave SW., Calgary AB
2. CER's primary Production Datacentre is located at 100-3015 5 Avenue NE, Calgary, AB
3. CER's Current Secondary Datacentre is located at 5300 86 Ave SE, Calgary AB

ANNEX "B"**BASIS OF PAYMENT**

- Prices quoted are to remain firm for the duration of the Contract.
- Prices are inclusive of ALL costs required to do the Work (including but not limited to: labour, equipment, fuel, materials, travel, accommodation, etc.).
- FOB Destination Calgary AB for all deliverables.
- Prices are required for each line item and as per format shown below.
- Prices quoted do not include Applicable Taxes. However, Applicable Taxes will be added as a separate item on any invoices issued against this Contract.
- Firm unit / lot pricing must be in Canadian Dollars.

Table #	Description	Total Price per table
Table 1	Initial Setup for New Site	\$ _____
Table 2	Contract Year 1 from April 1, 2021 to March 31, 2022	\$ _____
Table 3	Additional Work Rates from April 1, 2021 to March 31, 2022	\$ _____
Table 4	Contract Year 2 from April 1, 2022 to March 31, 2023	\$ _____
Table 5	Additional Work Rates from April 1, 2022 to March 31, 2023	\$ _____
Table 6	Contract Year 3 from April 1, 2023 to March 31, 2024	\$ _____
Table 7	Additional Work Rates from April 1, 2023 to March 31, 2024	\$ _____
Table 8	Contract Option Period 1 from April 1, 2024 to March 31, 2025	\$ _____
Table 9	Additional Work Rates for Contract Option Period 1 from April 1, 2024 to March 31, 2025	\$ _____
Table 10	Contract Option Period 2 from April 1, 2025 to March 31, 2026	\$ _____
Table 11	Additional Work Rates for Contract Option Period 2 from April 1, 2025 to March 31, 2026	\$ _____
Table 12	Contract Option Period 3 from April 1, 2026 to March 31, 2027	\$ _____
Table 13	Additional Work Rates for Contract Option Period 3 from April 1, 2026 to March 31, 2027	\$ _____
Total	For Evaluation Purposes	\$ _____

Table 1**Initial Setup for New Site**

Description	Unit of Issue	Rate \$ CAN	Estimated Total \$ CAN
Category:			
Initial installation / setup cost element:			
Total Set up Costs:			

Table 2**Contract Year 1: from April 1, 2021 to March 31, 2022**

Description	Quantity	Unit of Issue	Rate \$ CAN	Estimated Total \$ CAN
Minimum Power consumption	15000W	kVA		
Network Connectivity to Client Site - 10 Gbps / month	Per month			
Network Connectivity to Primary Production Datacentre - 10 Gbps / month	Per month			
Network - 100 Mbps Internet Access / per month	Per month			
Total Recurring Charges - Initial Contract Period				

Table 3**Additional Work Rates for Contract Period 1: from April 1, 2021 to March 31, 2022**

During contract period 1 of the Contract, the Contractor will be paid the following firm rates to perform all the Work identified in a contract amendment(s).

Description	Quantity	Unit of Issue	Rate \$ CAN	Total
Additional Power Consumption per month for usage above minimum power consumption amount	TBD at contract award	VA		
Overage charges	Per Mbps			

Table 4**Contract Year 2: from April 1, 2022 to March 31, 2023**

Description	Quantity	Unit of Issue	Rate \$ CAN	Estimated Total \$ CAN
Minimum Power consumption	15000W	kVA		
Network Connectivity to Client Site - 10 Gbps / month	Per month			
Network Connectivity to Primary Production Datacentre - 10 Gbps / month	Per month			
Network - 100 Mbps Internet Access / per month	Per month			
Total Recurring Charges - Contract Period 2				

Table 5**Additional Work Rates for Contract period 2: from April 1, 2022 to March 31, 2023**

During contract period 2 of the Contract, the Contractor will be paid the following firm rates to perform all the Work identified in a contract amendment(s).

Description	Quantity	Unit of Issue	Rate \$ CAN	Total
Additional Power Consumption per month for usage above minimum power consumption amount	TBD at contract award	VA		
Overage charges	Per Mbps			

Table 6**Contract Year 3: from April 1, 2023 to March 31, 2024**

Description	Quantity	Unit of Issue	Rate \$ CAN	Estimated Total \$ CAN
Minimum Power consumption	15000W	kVA		
Network Connectivity to Client Site - 10 Gbps / month	Per month			
Network Connectivity to Primary Production Datacentre - 10 Gbps / month	Per month			
Network - 100 Mbps Internet Access / per month	Per month			
Total Recurring Charges - Contract Period 3				

Table 7**Additional Work Rates for Contract Period 3: from April 1, 2023 to March 31, 2024**

During contract period 3 of the Contract, the Contractor will be paid the following firm rates to perform all the Work identified in a contract amendment(s).

Description	Quantity	Unit of Issue	Rate \$ CAN	Total
Additional Power Consumption per month for usage above minimum power consumption amount	TBD at contract award	VA		
Overage charges	Per Mbps			

Table 8**Contract Option Period 1: from April 1, 2024 to March 31, 2025**

During the extended period of the Contract, the Contractor will be paid the following firm rates to perform all the Work in relation to the contract extension.

Description	Quantity	Unit of Issue	Rate \$ CAN	Estimated Total \$ CAN
Minimum Power consumption	15000W	kVA		
Network Connectivity to Client Site - 10 Gbps / month	Per month			
Network Connectivity to Primary Production Datacentre - 10 Gbps / month	Per month			
Network - 100 Mbps Internet Access / per month	Per month			
Total Recurring Charges - Contract Option Period 1				

Table 9**Additional Work Rates for Contract Option Period 1: from April 1, 2024 to March 31, 2025**

During contract option period 1 of the Contract, the Contractor will be paid the following firm rates to perform all the Work identified in a contract amendment(s).

Description	Quantity	Unit of Issue	Rate \$ CAN	Total
Additional Power Consumption per month for usage above minimum power consumption amount	TBD at contract award	VA		
Overage charges	Per Mbps			

Table 10**Contract Option Period 2: from April 1, 2025 to March 31, 2026**

During the extended period of the Contract, the Contractor will be paid the following firm rates to perform all the Work in relation to the contract extension.

Description	Quantity	Unit of Issue	Rate \$ CAN	Estimated Total \$ CAN
Minimum Power consumption	15000W	kVA		
Network Connectivity to Client Site - 10 Gbps / month	Per month			
Network Connectivity to Primary Production Datacentre - 10 Gbps / month	Per month			
Network - 100 Mbps Internet Access / per month	Per month			
Total Recurring Charges - Contract Option Period 2				

Table 11**Additional Work Rates for Contract Option Period 2: from April 1, 2025 to March 31, 2026**

During contract option period 2 of the Contract, the Contractor will be paid the following firm rates to perform all the Work identified in a contract amendment(s).

Description	Quantity	Unit of Issue	Rate \$ CAN	Total
Additional Power Consumption per month for usage above minimum power consumption amount	TBD at contract award	VA		
Overage charges	Per Mbps			

Table 12**Contract Option Period 3: from April 1, 2026 to March 31, 2027**

During the extended period of the Contract, the Contractor will be paid the following firm rates to perform all the Work in relation to the contract extension.

Description	Quantity	Unit of Issue	Rate \$ CAN	Estimated Total \$ CAN
Minimum Power consumption	15000W	kVA		
Network Connectivity to Client Site - 10 Gbps / month	Per month			
Network Connectivity to Primary Production Datacentre - 10 Gbps / month	Per month			
Network - 100 Mbps Internet Access / per month	Per month			
Total Recurring Charges - Contract Option Period 3				

Table 13**Additional Work Rates for Contract Option Period 3: from April 1, 2026 to March 31, 2027**

During contract option period 3 of the Contract, the Contractor will be paid the following firm rates to perform all the Work identified in a contract amendment(s).

Description	Quantity	Unit of Issue	Rate \$ CAN	Total
Additional Power Consumption per month for usage above minimum power consumption amount	TBD at contract award	VA		
Overage charges	Per Mbps			

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

19-0071



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 19-0071
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine National Energy Board	2. Branch or Directorate / Direction générale ou Direction	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Server Co-Location and Networking Services		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



PARTIE A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? Non Oui
 If Yes, indicate the level of sensitivity: _____
 Dans l'affirmative, indiquer le niveau de sensibilité : _____

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Non Oui
 Short Title(s) of material / Titre(s) abrégé(s) du matériel : _____
 Document Number / Numéro du document : _____

PARTIE B PERSONNEL (SUPPLIERS) / PARTIE B PERSONNEL (FOURNISSEUR)

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

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

Special comments: _____
 Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work? No Yes
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui
 If Yes, will unscreened personnel be escorted? No Yes
 Dans l'affirmative, le personnel en question sera-t-il escorté? Non Oui

PARTIE C SAFEGUARDS (SUPPLIER) / PARTIE C MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



Government of Canada

Gouvernement du Canada

1003-01

Contract Number / Numéro du contrat

19-0071

Security Classification / Classification de sécurité

PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

ANNEX "D"**INSURANCE REQUIREMENTS**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. Warehouseman's Legal Liability Insurance
 1. The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$750,000.00. The Government's Property must be insured on a replacement cost basis.
 2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.
 3. The following endorsements must be included:
 - a. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

- b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
- c. Loss Payee: Canada as its interest may appear or it may direct.
- d. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canada Energy Regulator and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

ANNEX "E" to PART 3 OF THE BID SOLICITATION**ELECTRONIC PAYMENT INSTRUMENTS**

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

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

ANNEX F to PART 5 OF THE BID SOLICITATION**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION**

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

For further information on the Federal Contractors Program for Employment 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 Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ATTACHMENT 1 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED WITH THE BID

BID SUBMISSION FORM	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]	
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Bidder's Proposed Site(s) or Premises Requiring Safeguard Measures. See Part 3 for instructions. (If applicable)	Address of proposed site or premise: _____ City: _____ Province: _____ Postal Code: _____
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____

	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
<p>Security Clearance Level of Bidder (if applicable)</p> <p>[include both the level and the date it was granted]</p> <p>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</p>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
<p>Signature of Authorized Representative of Bidder</p>		

ANNEX "G"

TECHNICAL EVALUATION REQUIREMENTS

1.0 MANDATORY PERFORMANCE SPECIFICATIONS

COMPLIANCE MATRIX – MANDATORY PERFORMANCE SPECIFICATIONS

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders **must** show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
2. Bidders are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Compliance Matrix.
3. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
4. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
5. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.
6. Failure to meet each mandatory performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:

Item #	Mandatory Performance Specifications	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
M1	Facility specifications include			
M1.1	The Contractor owns and operates the data centre facility.			
M1.2	The Contractor's location must be within an hour's drive time of the CER Main Office.			
M1.3	The Contractor's site must provide access to multiple internet and network Third-Party Carrier service providers.			
M1.4	The Contractor must permit the CER to use the Government of Canada Internet Service Provider, accessed via the GoC CNS4 network, as provisioned by AllStream.			
M1.5	<p>On-Boarding Services-The CER anticipates co-locating newly acquired equipment, as well as co-locating some of its existing equipment in its Data centre.</p> <p>The CER may rely on the Contractor to receive, and temporarily hold, new equipment acquired for the Data Centre. CER Technicians and underpinning contractors will be responsible for installation of the new equipment in the racks.</p>			
M2	Rack Specifications include			

Item #	Mandatory Performance Specifications	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
M2.1	<p>The Contractor must provide electronically lockable racks in sufficient quantity to meet the CER's power consumption requirements for its equipment (as described above), with full rack allocation in a single contiguous space and able to accommodate future growth by the CER in terms of both equipment and power.</p> <p>a) The CER will not share space within the same rack with another data centre client. b) The CER may request the option that any empty/available rack space contiguous with the CER's space (if available) be held for its use on a right of first refusal basis for the period of the first six (6) months of the Contract.</p>			
M2.2	<p>The Contractor must house the racks (as described above) in a secured location at the level of Protected B (as further described in the Security section below).</p> <p>A cage is not required as long as the racks meet or exceed the Protected B security requirements.</p>			
M2.3	<p>The Contractor must provide standard size racks with the following specs:</p> <p>a. Minimum 42U in height; b. Minimum 24" (610 mm) wide by minimum 42" deep (1067 mm); and c. Able to accommodate standard 17.75" (450mm) rack equipment.</p>			
M2.4	<p>All racks must be equipped with dual power distribution strips from separate power sources.</p>			

Item #	Mandatory Performance Specifications	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
M2.5	<p>The Contractor must provide appropriate outlets and amperage to accommodate CER equipment.</p> <ul style="list-style-type: none"> a. The PDU(s) in the rack must be support power supplies in Dell FX2 chassis with C20 plug-in receptacles. b. The PDU(s) in the rack must support power supplies in Dell PowerEdge R710/R720 servers with 5-15P plug-in receptacles. 			
M2.6	The Contractor must state the minimum power consumption commitment per rack.			
M2.7	The Contractor must state the maximum power availability per rack.			
M3	Service Levels include:			
M3.1	The Contractor's SLA for the Data Centre back-up power generators must specify maximum endurance without fueling and fueling guarantees for the site.			
M4	Networking Requirements			
M4.1	The Contractor must provide connections that meet the CER's throughput and uptime requirements and provide monitoring, maintenance, notification of service degradation and reporting of the network as part of its service offering.			
M4.2	<p>The Contractor must provide a link between their bid Datacentre and the CER Primary Production Data Centre (100-3015 5 Avenue NE, Calgary, AB) that operates at a minimum of 10Gbps.</p> <p>The link is to be provided to the CER, both at the bid Datacenter and at the Primary Production Data Centre, as a fibre-optic Ethernet connection.</p>			

Item #	Mandatory Performance Specifications	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
	<p>The link must “transparent” to Ethernet switching equipment, and support end-to-end encryption through the use of 802.1AE macsec.</p> <p>The link must support the operation of a VMware VSAN Stretch Cluster:</p> <ol style="list-style-type: none"> a. The link must support <5ms latency between the two datacentres. b. The link must support Layer 2 with Multicast 			
M4.3	<p>The Contractor must provide a link between the Data Centre and the CER Main Office that operates at a minimum of 10Gbps.</p> <ol style="list-style-type: none"> 1. The link must be scalable up to 10Gbps. 2. The link must be provided to the CER, both at the Datacenter and at the Client Site, as a fibre-optic Ethernet connection. 3. The link must be “transparent” to Ethernet switching equipment, and support end-to-end encryption through the use of 802.1AE macsec. 			
M4.4	<p>The Contractor must provide a single, redundant, burstable Internet connection.</p> <ol style="list-style-type: none"> 1. The connection must have a tail circuit of a minimum of 1000 Mbps; and 2. The connection must have a symmetrical Committed Data Rate (CDR) of 10Mbps or higher <p>The Contractor must provide IP allocation for any public network facing points; and allow proxy to the internal private network.</p>			
M5	Networking Service Levels include:			

Item #	Mandatory Performance Specifications	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
M5.1	The Contractor must ensure at least 99.9% uptime for the Layer-2 network / circuits connecting the CER main office to the Data Centre.			
M6	Networking Security requirements include:			
M6.1	The Contractor should ensure data transferred between the CER offices and data centres (in transit) remains in Canada.			
M7	Scalability			
M7.1	The Services must provide appropriate flexibility and scalability to accommodate growth and other changes to the CER's requirements, based on future changes in technology footprint.			
M8	Security requirements include:			
M8.1	The Contractor must ensure that the CER has 24 x 7 access to its facility, with full security access controls in place.			

2.0 POINT-RATED TECHNICAL CRITERIA

Each proposal which meets the Mandatory Performance Specifications (Annex "G"), will be evaluated and scored in accordance with the following evaluation criteria.

Rating Table	
Percentage of Available Points	Basis for Percentage Distribution
0%-49%	The response is deficient. Bidder receives 0%-49% of available points for this element.
50%-69%	The response includes some information and understanding that is relevant to the stated criteria but is also missing substantial information and does not demonstrate a full range of understanding for all the elements of the stated criteria. Bidder receives 50%-69% of available points for this element.
70%-84%	The response includes most of the information required to be complete and an understanding that is relevant to all of the elements of the rated criteria. Bidder receives 70%-84% of the available points for this element.
85%-99%	The response includes a substantive amount of the information required to be complete and clearly demonstrates a full understanding of all of the elements of the rated criteria. The Bidder receives 85%-99% of available points for this element.
100%	The response is complete. Information provided demonstrates a full range of in-depth understanding of all of the elements of the rated criteria. Bidder receives 100% of available points for this element.

Bidders must provide clear demonstration, in the technical support documentation, for each Point Rated Item (web links to documentation are not acceptable).

Any proposals that meet these criteria will be assigned points for all successfully demonstrated items.

	Requirement	Points	Where to find response in bid
R-1	<p>Corporate Experience</p> <p>The Bidder should identify the number of years in which they have been providing Data Co-location and associated Networking Services.</p>	<p>10 available points</p> <p>0 - 12 months = 0</p> <p>13 - 36 months = 3</p> <p>37 – 60 months= 5</p> <p>61 – 120 months= 10</p>	
R-2	<p>Bidder Experience</p> <p>The Bidder should demonstrate relevant experience in providing Data Centre Co-Location and Networking services similar to the CER's requirements, such as:</p> <ul style="list-style-type: none"> • The range of Data Centre Co-Location and Networking services the Bidder has previously provided and/or is currently providing to clients, with an emphasis on services similar to those to be provided to the CER. • The Bidder's current or previous delivery of similar services (i.e. data centre hosting and networking services) for clients with comparable levels of demand and comparable business complexity (e.g. smaller scaled Public Sector clients or examples where the client has a requirement to store Protected B data/. 	<p>10 available points</p> <p>5 points - government department or agency of similar size to the NEB (smaller scaled Public Sector clients, 400-500 employees)</p> <p>5 points –provides service to an organization that relies exclusively on collocated infrastructure, as the NEB will.</p>	
R-3	<p>The Bidder should demonstrate that its holds a valid Uptime Institute Tier III certification.</p>	<p>15 available points</p> <p>15 points for YES</p> <p>0 points for NO</p>	
R-4	<p>The Bidder should demonstrate that its proposed facility supplies a server-lift is available for the use of the CER.</p>	<p>5 available points</p> <p>5 points for YES</p> <p>0 points for NO</p>	
R-5	<p>The Bidder should propose an Account Manager with relevant experience as stated in the Statement of Work.</p>	<p>5 available points:</p> <p>0-12 months - 0 points</p> <p>11 – 36 months - 1 points</p> <p>37 – 60 months - 3 points</p> <p>61 – 120 Months - 5 points</p>	
R-6	<p>The Bidder should propose an Executive Sponsor with relevant experience as stated in the Statement of Work.</p>	<p>5 available points:</p> <p>0-12 months - 0 points</p> <p>11 – 36 months - 1 points</p> <p>37 – 60 months - 3 points</p> <p>61 – 120 Months - 5 points</p>	
R-7	<p>Bidders should identify the following details of subcontracted work for primary and critical functions.</p>	<p>10 available points:</p>	

	Requirement	Points	Where to find response in bid
	<ol style="list-style-type: none"> 1. Full corporate name and location of the Subcontractor; 2. Which area of the Services the Subcontractor will be employed for; 3. The Subcontractor's experience and qualifications relative to the Services it will be performing; and 4. Previous instances of the Bidder and the Subcontractor working together, including: <ul style="list-style-type: none"> • A description of the project and value; • The client the services were performed for; and • The parts of the services performed by the Subcontractor. 	<p>0 points - for relying on subcontracts</p> <p>10 Points if no subcontractors are proposed.</p>	
R-8	<p>The Bidder should provide its proposed Approaches and Methodologies for undertaking the Work including:</p> <p>Co-Location Hosting - The Bidder's proposed hosting facility, and how it's offering is responsive to the CER's requirement as described in the Statement of Work, including but not limited to staff complement, security provisions, power consumption, and any corresponding Bidder Service Level Agreements that apply.</p> <p>Networking – The Bidder's offering is responsive to the CER's requirement as described in the statement of work, including but not limited to proposed approach, including any equipment setup and testing, and any corresponding Bidder Service Level Agreements that apply. Describe how the Bidder would ensure that the NEB's data remains within Canada when in transit between its data centres and its office locations.</p> <p>Optional Services – The Bidder's available options for additional managed services that it provides to its data centre clients. Bidders are asked to indicate what services are included in the base hosting price and what are available at an additional charge, however no actual price details should be included in this section as doing so may result in the disqualification of the Bidder.</p> <p>Change Methodologies – The Bidder's proposed methodologies and approaches to change management, change requests, and change control.</p>	<p>20 points available</p> <p>5 Points available for each of the four (4) categories.</p> <p>staff complement (1 point); security provision (1 point) power consumption (1 point) service level agreement (2 points)</p> <p>proposed approach (1) equipment testing(1) equipment set up (1) service level agreement(2)</p> <p>Additional managed services (1 per each to max of 5)</p> <p>management (1) request process(1) control process(1) implementation(1) Communication (1)</p>	
	MAXIMUM Total Rated Points	80 POINTS	
	MINIMUM Total Rated Points	60 POINTS	

