



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

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

**11 Laurier St. / 11, rue Laurier**

**Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Quebec**

**K1A0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> TBIPS Professional Services Services Professionels SPICT	
<b>Solicitation No. - N° de l'invitation</b> M7594-222474/A	<b>Date</b> 2022-06-02
<b>Client Reference No. - N° de référence du client</b> M7594-222474	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$IPS-010-40951	
<b>File No. - N° de dossier</b> 010ips.M7594-222474	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-06-23</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Leblanc, Jean-David	<b>Buyer Id - Id de l'acheteur</b> 010ips
<b>Telephone No. - N° de téléphone</b> (613) 720-7865 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Informatics Professional Services Division/Division des  
services professionnels en informatique

Terrasses de la Chaudière 4th Floor

10 Wellington Street

Gatineau

Quebec

K1A0S5

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

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**BID SOLICITATION  
AGAINST A SUPPLY ARRANGEMENT FOR TASK- BASED  
INFORMATICS PROFESSIONAL SERVICES (TBIPS)  
C.7 IT SECURITY DESIGN SPECIALIST – LEVEL 2  
FOR  
ROYAL CANADIAN MOUNTED POLICE**

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- Annex A Statement of Work
  - Appendix A to Annex A – Tasking Assessment Procedure
  - Appendix B to Annex A – Task Authorization Form
  - Appendix C to Annex A – Resources Assessment Criteria and Response Table
  - Appendix D to Annex A – Certifications at the TA Stage
- Annex B Basis of Payment
- Annex C Security Requirements Check List

**List of Attachment to Part 3 (Bid Preparation Instructions):**

- Attachment 3.1: Bid Submission Form
- Attachment 3.2: Electronic Payment Instrument
- Attachment 3.3: Customer Reference Contact Information Form

**List of Attachment to Part 4 (Evaluation Procedures and Basis of Selection):**

- Attachment 4.1: Mandatory Criteria
- Attachment 4.2: Point-Rated Criteria
- Attachment 4.3: Pricing Schedule

**List of Attachment to Part 5 (Certifications):**

- Attachment 5.1: Federal Contractors Program for Employment Equity – Certification
- Attachment 5.2: Certification For Indigenous Business
- Attachment 5.3: Certification For Indigenous Business
- Attachment 5.4: COVID-19 Vaccination Requirement Certification
- Attachment 5.5: Application for Registration (AFR Form)

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**PART 1 - GENERAL INFORMATION**

**1.1 Introduction**

This document states terms and conditions that apply to this bid solicitation. It 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, if applicable, 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 and any other annexes.

**1.2 Summary**

- (a) This bid solicitation is being issued to satisfy the requirement of the Royal Canadian Mounted Police (RCMP) (the "**Client**") for Task-Based Informatics Professional Services (TBIPS) under the TBIPS Supply Arrangement (SA) method of supply.
- (b) It is intended to result in the award of one contract for one year plus four one-year irrevocable options allowing Canada to extend the term of the contract.
- (c) There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- (d) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European

Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canadian Free Trade Agreement (CFTA), the Canada-Ukraine Free Trade Agreement (CUFTA), the Agreement on Trade Continuity between Canada and the United Kingdom of Great Britain and Northern Ireland and the Canada-Korea Free Trade Agreement (CKFTA).

- (e) This procurement is subject to a preference for Indigenous businesses..
- (f) This is an open tender. However, it will be set aside under the federal government Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the PSIB criteria and who may be listed in the Government of Canada's Indigenous Business Directory (<https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058>). If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted. If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.
- (g) In the case of a conditional set-aside for Indigenous businesses under the Procurement Strategy for Indigenous Business, this procurement is exempt under the international trade agreements and the Canadian Free Trade Agreement (CFTA).
- (h) The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Contractors Program for Employment Equity – Certification."
- (i) This bid solicitation is to establish a contract with task authorizations for the delivery of the requirement detailed in the bid solicitation across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will be treated as a separate procurement, outside the resulting contract.
- (j) This bid solicitation allows bidders to use the Canada Post Corporation's (CPC) epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled "Bidder Instructions, and Part 3 entitled "Bid Preparation Instructions", of the bid solicitation, for further information.
- (k) Only TBIPS SA Holders holding a TBIPS SA for Tier 2 at the time of bid closing, in all required resource categories in this solicitation and in the National Capital Region under the EN578-170432 series of SAs are eligible to compete. The TBIPS SA EN578-170432 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation. The capitalized terms not defined in this bid solicitation have the meaning given to them in the TBIPS SA.
- (l) SA Holders that are invited to compete as a joint venture must submit a bid as that joint venture SA Holder, forming no other joint venture to bid. Any joint venture must be already qualified under the SA #EN578-170432 as that joint venture at the time of bid closing in order to submit a bid.
- (m) This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel.
- (n) The Resource Categories described below are required on an as and when requested basis in accordance with the TBIPS SA Annex "A":

RESOURCE CATEGORY	LEVEL OF EXPERTISE	ESTIMATED NUMBER OF RESOURCES REQUIRED
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C.7 IT Security Design Specialist	LEVEL 2	3
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**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 provided in writing, by telephone or in person.

**1.4 Conflict of Interest**

In accordance with SACC 2003 (2022-03-29) Standard Instructions - Goods or Services – Competitive Requirements, article 18 Conflict of Interest – unfair advantage and SACC 2035 (2022-05-12) General Conditions - Higher Complexity – Services, article 34 Conflict of interest and Values and Ethics Codes for the Public Service, Bidders are advised that Canada will not accept a bid from the following resource and private sector Contractor as they have provided assistance and services in preparing documentation related to this procurement process. In addition, Bidders are advised that a bid will be rejected if any of the resource or private sector Contractor listed below was involved in any manner in the preparation of its bid:

Contractor: Modis Canada Inc.  
Resource name: Deborah Baldwin

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- (a) 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>) issued by Public Works and Government Services Canada.
- (b) 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(s).
- (c) The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.
- (d) Subsection 3.a. of Section 01, Integrity provisions - bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:
  - a. at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names.
- (e) Subsection 4 of Section 05, Submission of bids of Standard Instructions 2003 incorporated by reference above, is amended as follows:

Delete: 60 days

Insert: 180 days
- (f) Subsection 1 a, of Section 08, Transmission by Facsimile or by Canada Post Corporation's (CPC) epost Connect service of Standard Instructions 2003 incorporated by reference above, is deleted and replaced by the following:
  - 1. Facsimile
    - a. Bids may be submitted by facsimile.
      - i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 418-566-6161.

### 2.2 Submission of Bids

- (a) Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit **via Canada Post Corporation's (CPC) epost Connect service or facsimile** by the date and time indicated on page one of the bid solicitation.

**Note:** For bidders choosing to submit using Canada Post Corporation's (CPC) epost Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR), the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Interested Bidders must send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the bid solicitation number to the PWGSC Bid Receiving Unit requesting to open an Canada Post Corporation's (CPC) epost Connect service conversation.

**Note:** **Bids will not be accepted if emailed directly to this email address.** This email address is to be used to open an Canada Post Corporation's (CPC) epost Connect service conversation,

as detailed in Standard Instructions 2003, or to send bids through an Canada Post Corporation's (CPC) epost Connect service message if the bidder is using its own licensing agreement for Canada Post Corporation's (CPC) epost Connect service.

Facsimile number: 418-566-6161

Due to the nature of the bid solicitation, bids transmitted directly to the PWGSC Contracting Authority by email (or other means) will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

- (a) All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- (b) 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 with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### **2.4 Former Public Servant**

- (a) 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.

- (b) **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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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.

(c) **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:

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

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

(d) **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:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

**2.5 Applicable Laws**

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

**Note to Bidders:** Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If

*no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.*

## 2.6 Volumetric Data

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

<b>Initial Contract Period</b>		
<b>Resource Category</b>	<b>Level</b>	<b>Estimated Number of Days</b>
C.7 IT Security Design Specialist	Level 2	720

<b>Option Year 1</b>		
<b>Resource Category</b>	<b>Level</b>	<b>Estimated Number of Days</b>
C.7 IT Security Design Specialist	Level 2	720

<b>Option Year 2</b>		
<b>Resource Category</b>	<b>Level</b>	<b>Estimated Number of Days</b>
C.7 IT Security Design Specialist	Level 2	720

<b>Option Year 3</b>		
<b>-Resource Category</b>	<b>Level</b>	<b>Estimated Number of Days</b>
C.7 IT Security Design Specialist	Level 2	720

<b>Option Year 4</b>		
<b>Resource Category</b>	<b>Level</b>	<b>Estimated Number of Days</b>
C.7 IT Security Design Specialist	Level 2	720

## 2.7 Bid Challenge and Recourse Mechanisms

- (a) In the case of a set-aside under PSIB, section 2.7 does not apply.
- (b) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

- (c) 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:
  - (i) Office of the Procurement Ombudsman (OPO)
  - (ii) Canadian International Trade Tribunal (CITT)
  
- (d) 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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

#### (a) Canada Post Corporation's (CPC) epost Connect service Bid Submission

- (i) If the Bidder chooses to submit its bid electronically, Canada requires that the Bidder submits its bid in accordance with section 08 of the 2003 Standard Instructions. The Canada Post Corporation's (CPC) epost Connect service system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- (ii) The bid must be gathered per section and separated as follows:
  - (A) Section I: Technical Bid
  - (B) Section II: Financial Bid
  - (C) Section III: Certifications
- (iii) For further information please refer to article 08 - Transmission by facsimile or by Canada Post Corporation's (CPC) epost Connect service at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23#transmission-by-facsimile>.

- (b) If there is a discrepancy between the wording of any copies of the bid that appear on the following list, the wording of the copy that first appears on the list has priority over the wording of any copy that subsequently appears on the list:

- (i) the electronic copy of the bid submitted by using the epost Connect service provided by Canada Post Corporation;
- (ii) the facsimile copy of the bid submitted to the PWGSC Bid Receiving Unit using the facsimile number indicated in section 2.2 'Submission of Bids'.

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

- (d) **Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (i) use 8.5 x 11 inch (216 mm x 279 mm) page size;
- (ii) use a numbering system that corresponds to the bid solicitation;
- (iii) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative; and
- (iv) include a table of contents.

- (e) **Canada's Policy on Green Procurement:** 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. See the Policy on Green Procurement (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

- (i) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
- (ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

(f) **Submission of Only One Bid:**

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

(g) **Joint Venture Experience:**

- (i) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- (ii) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

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

Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

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

That show in total 100 billable days.

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

### 3.2 Section I: Technical Bid

- (a) The technical bid consists of the following:

- (i) **Bid Submission Form:** Bidders are requested to include the Bid Submission Form – Attachment 3.1 with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **Security Clearance:** Bidders are requested to submit the following security information for each of the proposed resources with their bids on or before the bid closing date:

SECURITY INFORMATION	
Name of individual as it appears on security clearance application form	
Level of security clearance obtained	
Validity period of security clearance obtained	
Security Screening Certificate and Briefing Form file number	

If the Bidder has not included the security information in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

- (iii) **Substantiation of Technical Compliance:**

- a. **Mandatory Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Attachment 4.1, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient.

Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 4.1 where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

- b. **Point-Rated Technical Criteria:** The technical bid must substantiate the compliance with the specific articles of Attachment 4.2, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements and carry out the required Work. Simply stating that the Bidder or its proposed solution or resources comply is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be rated accordingly. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Bidder's Response" column of Attachment 4.2 where Bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.
- (iv) **For Proposed Resources:** The technical bid must include résumés for the resources as identified in Attachments 4.1 and 4.2. The same individual must not be proposed for more than one Resource Category. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
- (A) Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).
- (B) For educational requirements for a particular degree, designation or certificate, PWGSC will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by one of the members of the Alliance of Credential Evaluation Services of Canada (ACESC). If the Bidder has not included the copy of the results in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit it during the evaluation period. If the Bidder has not submitted the copy of the results within 2 working days of the request by the Contracting Authority, its bid will be rated accordingly. Bidders should note that in addition to providing a copy of the results of the academic credential assessment and qualification recognition service, Bidders are also required to provide a copy of the original degree, designation, certificate or any other document required as per the bid solicitation as proof of education.
- (C) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued

by the entity specified in this solicitation. If the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued. If the degree, diploma or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by one of the members of the Alliance of Credential Evaluation Services of Canada (ACESC). If the Bidder has not included the copy of the results in its bid, the Contracting Authority will provide an opportunity to the Bidder to submit it during the evaluation period. If the Bidder has not submitted the copy of the results within 2 working days of the request by the Contracting Authority, its bid will be rated accordingly. Bidders should note that in addition to providing a copy of the results of the academic credential assessment and qualification recognition service, Bidders are also required to provide a copy of the original degree, designation, certificate or any other document required as per the bid solicitation as proof of professional designation or membership.

- (D) For work experience, PWGSC will not consider experience gained as part of an educational program, except for experience gained through a formal co-operative program at a post-secondary institution.
  - (E) For any requirements that specify a particular time period (e.g., 2 years) of work experience, PWGSC will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - (F) For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the qualification requirements, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.
- (v) **Customer Reference Contact Information:**
- (A) The Bidder must provide customer references. The customer reference must each confirm, if requested by PWGSC, the facts identified in the Bidder's bid, as required by Attachments 4.1 , CM1
  - (B) The form of question to be used to request confirmation from customer references is as follows:
    - a) Has [the Bidder] provided your organization with a IT informatics professional services\*\* contract.

*\*\*Informatics Professional Services are professional services provided by the Bidder in support of an information technology or information management project or contract.*

- b) The contract identified, must demonstrate that the Bidder has provided services to an organization with the following environment within the last five (5) years:
- Minimum of 10,000 employees located across multiple geographical areas nationally;
  - Centralized and Decentralized IM/IT organizations;
  - Digital Transformation Projects or Programs which refers to anything from IT modernization (ie., cloud computing), to digital optimization, to the invention of new digital business models.

\_\_\_ Yes, the Bidder has provided my organization with the services described above.

\_\_\_ No, the Bidder has not provided my organization with the services described above.

\_\_\_ I am unwilling or unable to provide any information about the services described above.

- (C) For each customer reference, the Bidder must, at a minimum, provide the name and e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail.

Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.

### 3.3 Section II: Financial Bid

- (a) **Pricing:** Bidders must submit their financial bid in accordance with the Pricing Schedule provided in Attachment 4.3. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, bidders must include a single, firm, all-inclusive per diem rate quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- (b) **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods:
- (i) the rate bid must not increase by more than 5% from one time period to the next, and
  - (ii) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first month of the Initial Contract Period.
- (c) **Variation in Resource Rates By Level:** Where the financial tables provided by Canada allow different firm rates to be charged for different levels of experience within the same resource category and time period, for any such resource category and time period:
- (i) the rate bid for level three must be the same or higher than that bid for level two, and
  - (ii) the rate bid for level two must be the same or higher than the rate bid for level one.
- (d) **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.

- (e) **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

**Note to Bidders:** If Canada receives 4 or fewer Bids [the same number of bids as in the article entitled "Phased Bid Compliance Process"] by the bid solicitation closing date, the above sub-article entitled "Blank Prices" will not apply.

- (f) **Electronic Payment of Invoices – Bid:** If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 3.2 - Electronic Payment Instruments, to identify which ones are accepted. If Attachment 3.2 - 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.

### 3.4 Section III: Certifications

It is a requirement that bidders submit the certifications and additional information identified under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) The evaluation team will determine if there are two (2) or more compliant bids with a valid Indigenous business certifications at Attachment 5.2 and Attachment 5.3 with the bids coming from two or more Bidders that are not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34. In that event, only those compliant bids with valid certifications will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with valid certifications, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Indigenous Business certifications at any time in the evaluation process including doing so concurrently with other steps. It is also recommended that Indigenous Businesses be registered under the Procurement Strategy for Indigenous Businesses, in the Indigenous Business Directory located at [Indigenous Business Directory \(sac-isc.gc.ca\)](#).
- (c) An evaluation team composed of representatives of the Client and PWGSC will evaluate the bids on behalf of Canada. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (d) In addition to any other time periods established in the bid solicitation:
  - (i) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - (ii) **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - (A) verify any or all information provided by the Bidder in its bid; or
    - (B) contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,the Bidder must provide the information requested by Canada within 5 working days of a request by the Contracting Authority.
  - (iii) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

#### 4.1.1 Phased Bid Compliance Process

##### 4.1.1.1 General

- (a) Canada will conduct the Phased Bid Compliance Process (PBCP) described below for this requirement ONLY if Canada receives four or fewer bids in response to the requirement by the bid solicitation closing date.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain

solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.

- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in

circumstances and on terms expressly provided for in the CAR.

- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

## 4.2 Technical Evaluation

### (a) Mandatory Technical Criteria:

- (i) Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (ii) The mandatory technical criteria are described in Attachment 4.1.  
If the Phased Bid Compliance Process applies, it will apply to all mandatory technical criteria.

### (b) Point-Rated Technical Criteria:

- (i) Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.
- (ii) The rated requirements are described in Attachment 4.2.

### (c) Reference Checks: Reference Checks:

- (i) Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all bidders to be recommended for contract award.
- (ii) For reference checks, Canada will conduct the reference check in writing by email. Canada will send all email reference check requests to contacts supplied by all the Bidders within a 48-hour period using the email address provided in the bid. Canada will not award any points and/or a bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's email was sent.
- (iii) On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by email, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- (iv) Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
- (v) Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.

**4.3 Financial Evaluation**

- (a) The financial evaluation will be conducted using the firm per diem rates provided by the responsive bid(s).
- (b) There are two possible financial evaluation methods for this requirement. The first method will be used if three or more bids are determined responsive (see (c) Financial Evaluation - Method A below). The second method will be used if fewer than three bids are determined responsive (see (d) Financial Evaluation - Method B below).
- (c) **Financial Evaluation - Method A:** The following financial evaluation method will be used if three or more bids are determined responsive:
  - (i) **STEP 1 - ESTABLISHING THE LOWER AND UPPER MEDIAN BAND LIMITS FOR EACH PERIOD AND EACH RESOURCE CATEGORY:** The Contracting Authority will establish, for each period and each Resource Category, the median band limits based on the firm per diem rates provided by the technically responsive bids. For each such Resource Category the median will be calculated using the median function in Microsoft Excel and will represent a range that encompasses any rate to a value of minus (-) 20% of the median, and an upper median rate to a value of plus (+) 30% of the median. When an even number of technically responsive bids have been determined, an average of the middle two rates will be used to calculate the median band limits and for an odd number of technically responsive bids, the middle rate will be used.
  - (ii) **STEP 2 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:
    - (A) A Bidder's proposed firm per diem rate that is either lower than the established lower median band limit or higher than the established upper median band limit for that period and Resource Category will be allocated 0 points.
    - (B) A Bidder's proposed firm per diem rate falling within the upper and lower median band limits, for that period and Resource Category, will be allocated points using the following calculation, which will be rounded to two decimal places:
 
$$\frac{\text{Lowest proposed firm per diem rate within the median band limits}}{\text{Bidder's proposed firm per diem rate within the median band limits}} \times \text{Maximum Points Assigned at Table 1 below}$$
    - (C) A Bidder's proposed firm per diem rate falling within the established median band limits which is the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 1 below.

TABLE 1 - MAXIMUM POINTS ASSIGNED						
RESOURCE CATEGORIES	INITIAL CONTRACT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	OPTION PERIOD 3	OPTION PERIOD 4	TOTAL POINTS
C.7 IT Security Design Specialist, Level 2	100	100	100	100	100	500

- (iii) **STEP 3 - FINANCIAL SCORE:** Points allocated under STEP 2 for each period and Resource Category will be added together and rounded to two decimal places to produce the Financial Score. Bidders will find below an example of a financial evaluation using Method A.
- (iv) **EXAMPLE OF A FINANCIAL EVALUATION USING METHOD A**

**TABLE 2 - EXAMPLE OF A FINANCIAL EVALUATION USING METHOD A:**

Resource Category	Max. Points	Bidder 1		Bidder 2		Bidder 3	
		Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
<b>Programmer</b>	150 (75 pts. per year)	\$400.00	\$400.00	\$420.00	\$450.00	\$450.00	\$450.00
<b>Business Analyst</b>	100 (50 pts. per year)	\$600.00	\$600.00	\$600.00	\$620.00	\$650.00	\$820.00
<b>Project Manager</b>	50 (25 pts. per year)	\$555.00	\$900.00	\$750.00	\$800.00	\$700.00	\$800.00
<b>TOTAL</b>	300						

**STEP 1 - Establishing the lower and upper median band limits for each year and each resource category**

- (Median 1) For the Programmer Resource Category, the year 1 median would be \$420.00. The lower median band limit would be \$336.00 and higher median band limit would be \$546.00.
- (Median 2) For the Programmer Resource Category, the year 2 median would be \$450.00. The lower median band limit would be \$360.00 and higher median band limit would be \$585.00.
- (Median 3) For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$480.00 and higher median band limit would be \$780.00.
- (Median 4) For the Business Analyst Resource Category, the year 2 median would be \$620.00. The lower median band limit would be \$496.00 and higher median band limit would be \$806.00.
- (Median 5) For the Project Manager Resource Category, the year 1 median would be \$700.00. The lower median band limit would be \$560.00 and higher median band limit would be \$910.00.
- (Median 6) For the Project Manager Resource Category, the year 2 median would be \$800.00. The lower median band limit would be \$640.00 and higher median band limit would be \$1,040.00.

**STEP 2 - Points Allocation:**

**Bidder 1:**

- Programmer Year 1 = 75 points (lowest rate within the lower and upper median band limits)
- Programmer Year 2 = 75 points (lowest rate within the lower and upper median band limits)
- Business Analyst Year 1 = 50 points (lowest rate within the lower and upper median band limits)
- Business Analyst Year 2 = 50 points (lowest rate within the lower and upper median band limits)
- Project Manager Year 1 = 0 points (outside the lower and higher median band limits)
- Project Manager Year 2 = 22.22 points (based on the following calculation = (Lowest rate of \$800.00 / Bidder's proposed rate of \$900.00) Multiplied by 25 pts)

**Bidder 2:**

- Programmer Year 1 = 71.43 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$420.00) Multiplied by 75 pts)
- Programmer Year 2 = 66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
- Business Analyst Year 1 = 50 points (lowest price within the lower and upper median band limits)
- Business Analyst Year 2 = 48.39 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$620.00) Multiplied by 50 pts)
- Project Manager Year 1 = 23.33 points (based on the following calculation = (Lowest rate of \$700.00 / Bidder's proposed rate of \$750.00) Multiplied by 25 pts)
- Project Manager Year 2 = 25 points (lowest price within the lower and upper median band limits)

**Bidder 3:**

Programmer Year 1 =	66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Programmer Year 2 =	66.67 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$450.00) Multiplied by 75 pts)
Business Analyst Year 1 =	46.15 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$650.00) Multiplied by 75 pts)
Business Analyst Year 2 =	0 points (outside the lower and higher median band limits)
Project Manager Year 1 =	25 points (lowest price within the lower and upper median band limits)
Project Manager Year 2 =	25 points (lowest price within the lower and upper median band limits)
<b>STEP 3 - Financial Score:</b>	
<b>Bidder 1:</b>	75 + 75 + 50 + 50 + 0 + 22.22 = Total Financial Score of 272.22 points out of a possible 300 points
<b>Bidder 2:</b>	71.43 + 67.67 + 50 + 48.39 + 23.33 + 25 = Total Financial Score of 284.82 points out of a possible 300 points
<b>Bidder 3:</b>	66.67 + 66.67 + 46.15 + 0 + 25 + 25 = Total Financial Score of 229.49 points out of a possible 300 points

(d) **Financial Evaluation - Method B:** The following financial evaluation method will be used if less than three bids are determined responsive:

(i) **STEP 1 - POINTS ALLOCATION:** For each period and each Resource Category points will be allocated as follows:

(A) Points will be established based on the following calculation, with points rounded to two decimal places:

$$\frac{\text{Lowest proposed firm per diem rate}}{\text{Bidder's proposed firm per diem rate}} \times \text{Maximum Points Assigned at Table 3 below}$$

The Bidder with the lowest proposed firm per diem rate will be allocated the applicable maximum points assigned at Table 3 below.

TABLE 3 - MAXIMUM POINTS ASSIGNED						
RESOURCE CATEGORIES	INITIAL YEAR CONTRACT PERIOD	OPTION PERIOD 1	OPTION PERIOD 2	OPTION PERIOD 3	OPTION PERIOD 4	TOTAL POINTS
C.7 IT Security Design Specialist, Level 2	100	100	100	100	100	500

(ii) **STEP 2 - FINANCIAL SCORE:** Points allocated under STEP 1, for each period and each Resource Category, will be added together and rounded to two decimal places to produce the Financial Score.

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

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

- (i) an invoice (referencing a contract serial number or other unique contract identifier) that shows that the Bidder has provided and invoiced a customer (with whom the Bidder deals at arm's length) for services performed for that customer similar to the services that would be provided in the National Capital Region in the relevant resource category, where those services were provided for at least three months within the eighteen months before the bid solicitation closing date, and the fees charged were equal to or less than the rate offered to Canada;
- (ii) in relation to the invoice in (i), evidence from the Bidder's customer that the services identified in the invoice include at least 50% of the tasks listed in the Statement of Work for the category of resource being assessed for an unreasonably low rate. This evidence must consist of either a copy of the contract (which must describe the services to be provided and demonstrate that at least 50% of the tasks to be performed are the same as those to be performed under the Statement of Work in this bid solicitation) or the customer's signed certification that the services subject to the charges in the invoice included at least 50% of the same tasks to be performed under the Statement of Work in this bid solicitation; and
- (iii) the name, telephone number and, if available, e-mail address of a contact person at the customer who received each invoice submitted under (i), so that Canada may verify any information provided by the Bidder.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (as described above and as otherwise may be requested by Canada, including information that would allow Canada to verify information with the resource proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid. If Canada determines that the information provided by the Bidder does not adequately substantiate the unreasonably low rates, the bid will be declared non-responsive.

(f) **Formulae in Pricing Tables**

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

#### 4.4 Basis of Selection

(a) Evaluation of Bid - Selection Process

The following selection process will be conducted:

- (i) A bid must comply with the requirements of the bid solicitation, meet all mandatory evaluation criteria and obtain the required pass marks for the point rated criteria identified in this bid solicitation to be declared responsive.
- (ii) The responsive bid that obtains the highest Total Bidder Score will be recommended for award of a contract. For any given Bidder, the greatest possible Total Technical Score is 60 while the greatest possible Total Financial Score is 40.

- (A) Calculation of Total Technical Score: The Total Technical Score will be computed for each responsive bid by converting the Technical Score obtained for the point-rated technical criteria using the following formula, rounded to two decimal places:

$$\frac{\text{Technical Score}}{\text{Maximum Technical Points (Bidders, please refer to the maximum technical points at Attachment 4.2)}} \times 60 = \text{Total Technical Score}$$

- (B) Calculation of Total Financial Score: The Total Financial Score will be computed for each responsive bid by converting the Financial Score obtained for the financial evaluation using the following formula rounded to two decimal places:

$$\frac{\text{Financial Score}}{\text{Total Maximum Points Assigned (Bidders, please refer to the total maximum points assigned)}} \times 40 = \text{Total Financial Score}$$

- (C) Calculation of the Total Bidder Score: The Total Bidder Score will be computed for each responsive bid in accordance with the following formula:

$$\text{Total Technical Score} + \text{Total Financial Score} = \text{Total Bidder Score}$$

- (iii) In the event of identical Total Bidder Scores occurring within, then the bid with the highest Total Technical Score will become the top-ranked bidder.
- (b) One contract may be awarded in total as a result of this bid solicitation.
- (c) Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

## **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 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**

This procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business. If the certifications at Attachment 5.2 and Attachment 5.3 are not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business.

For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see Annex 9.4, Supply Manual.

### **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 provided will render the bid non-responsive.

#### **(a) Security Requirements – Required Documentation**

In accordance with the requirements of 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>), the Bidder must provide a completed Contract Security Program Application for Registration (AFR) Form to be given further consideration in the procurement process.

Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, Bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR Form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR Form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant

#### **(b) Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's

website.(<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 Attachment 5.1, 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 Attachment 5.1 Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

**(c) Professional Services Resources**

- (i) By submitting a bid, the Bidder certifies that, if it is 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.
- (ii) By submitting a bid, 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.
- (iii) If a Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, 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.

**(d) Certification of Language – English Essential**

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

**(e) COVID-19 Vaccination Requirement Certification**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders should provide with their bid, the COVID-19 Vaccination Requirement Certification in Attachment 5.4 to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract. If it is not provided with the bid, it must be provided before contract award and as requested by the Contracting Authority.

**(f) Submission of Only One Bid**

By submitting a bid, the Bidder is certifying that it does not consider itself to be related to any other bidder.

Solicitation Number:  
M7594-222474/A

Amendment Number:

Buyer ID:  
010IPS

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## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1 Security Requirement**

- (a) Before award of a contract, the following conditions must be met:
  - (i) 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 site(s) must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- (d) In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

### **6.2 Financial Capability**

- (a) SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- (b) In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

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## PART 7 - RESULTING CONTRACT CLAUSES

*This title and sentence will be removed at contract award.*

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

### 7.1 Requirement

- (a) **TO BE INSERTED UPON CONTRACT AWARD** (the "**Contractor**") agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract. This includes providing professional services as and when requested by Canada, to one or more locations to be designated by Canada, excluding any locations in areas subject to any of the Comprehensive Land Claims Agreements.
- (b) **Client:** Under the Contract, the "**Client**" is the Royal Canadian Mounted Police (RCMP).
- (c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- (d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Any reference to an Identified User in the Supply Arrangement is a reference to the Client. Also, any reference to a "deliverable" or "deliverables" includes all documentation outlined in this Contract. A reference to a "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

### 7.2 Task Authorization

- (a) **As-and-when-requested Task Authorizations**

The Work or a portion of the Work to be performed under the Contract will be on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- (b) **Form and Content of draft Task Authorization:**
  - (i) The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Appendix B to Annex A.
  - (ii) The draft Task Authorization will contain the details of the activities to be performed, and must also contain the following information:
    - (A) the contract number;
    - (B) the task number;
    - (C) The date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
    - (D) the categories of resources and the number required;

- 
- (E) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
  - (F) the start and completion dates;
  - (G) any option(s) to extend initial end date (if applicable);
  - (H) milestone dates for deliverables and payments (if applicable);
  - (I) the number of person-days of effort required;
  - (J) whether the work requires on-site activities and the location;
  - (K) the language profile of the resources required;
  - (L) the level of security clearance required of resources;
  - (M) the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
  - (N) any other constraints that might affect the completion of the task.
- (c) **Contractor's Response to Draft Task Authorization:** The Contractor must provide to the Technical Authority, within 2 working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), a quotation with the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract, as well as its corresponding proposed resource(s) in accordance with Appendix A to Annex A of the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.
- (d) **Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:**  
To be validly issued, a TA must include the following signatures:
- (i) For any TA, inclusive of revisions, with a value less than or equal to \$250,000.00 (excluding Applicable Taxes), the TA must be signed by the Technical Authority and the Contractor; and
  - (ii) For any TA with a value greater than this amount, a TA must be signed by the Technical Authority, the Contracting Authority and the Contractor.
- Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TA's at any time, or reduce the dollar value threshold described in sub-article (i) above; any suspension or reduction notice is effective upon receipt.
- (e) **Periodic Usage Reports:**
- (i) The Contractor must compile and maintain records on its provision of services to the federal government under Task Authorizations validly issued under the Contract. The Contractor must provide this data to Canada in accordance with the reporting

requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Contracting Authority. From time to time, the Contracting Authority may also require an interim report during a reporting period.

(ii) The quarterly periods are defined as follows:

- (A) 1<sup>st</sup> quarter: April 1 to June 30;
- (B) 2<sup>nd</sup> quarter: July 1 to September 30;
- (C) 3<sup>rd</sup> quarter: October 1 to December 31; and
- (D) 4<sup>th</sup> quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

(iii) Each report must contain the following information for each validly issued TA (as amended) :

- (A) the Task Authorization number and the Task Authorization Revision number(s), if applicable;
- (B) a title or a brief description of each authorized task;
- (C) the name, Resource category and level of each resource involved in performing the TA, as applicable;
- (D) the total estimated cost specified in the validly issued TA of each task, exclusive of Applicable Taxes;
- (E) the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- (F) the start and completion date for each authorized task; and
- (G) the active status of each authorized task, as applicable (e.g., indicate whether work is in progress or if Canada has cancelled or suspended the TA, etc.).

(iv) Each report must also contain the following cumulative information for all the validly issued TA's (as amended) :

- (A) the amount, exclusive of Applicable Taxes, specified in the Contract (as last amended, as applicable) as Canada's total liability to the Contractor for all validly issued TA's; and
- (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued TA's.

(f) **Consolidation of TA's for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TA's for administrative purposes.

### 7.3 Minimum Work Guarantee

(a) In this clause,

- (i) **"Maximum Contract Value"** means the amount specified in the **"Limitation of Expenditure"** clause set out in the Contract; and
- (ii) **"Minimum Contract Value"** means \$20,000.00(excluding Applicable Taxes).

(b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees

to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

- (c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- (d) Canada will have no obligation to the Contractor under this article if Canada terminates the entire Contract
  - (i) for default;
  - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - (iii) for convenience within ten business days of Contract award.

#### 7.4 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>) issued by Public Works and Government Services Canada.

(a) **General Conditions:**

- (i) 2035 (2022-05-12), General Conditions (i) - Higher Complexity - Services, apply to and form part of the Contract.

With respect to Section 30 - Termination for Convenience, of General Conditions 2035, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.
- 5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:
  - (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Work Guarantee, or due to the Contractor as of the date of termination, or
  - (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.
- 6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

(b) **Supplemental General Conditions:**

The following Supplemental General Conditions:

- (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
  - (ii) 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
- apply to and form part of the Contract.

## 7.5 Security Requirement

The following security requirements, applies to and forms part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C
  - (b) *Contract Security Manual* (Latest Edition).

## 7.6 Use of Personal Protective Equipment and Occupational Health and Safety (OHS) Guideline(s)

- (a) The Contractor must comply with Government of Canada onsite requirements in respect of Personal Protective Equipment (PPE) and adhere to Occupational Health and Safety (OHS) guidelines in force in the workplace.
- (b) The Contractor will provide its resources the following individual PPE for working on site: prescribed face covering mask and anything else that is required as a pre-requisite to entry and to work on Government of Canada premises. Canada reserves the right to modify the list of PPE and OHS guidelines, if required, to include any future recommendations proposed by the Public Health Agencies.
- (c) The Contractor warrants that its resources will wear the PPE mentioned above when onsite and follow at all times the Occupational Health and Safety (OHS) guidelines in force in the workplace during the contract period. If resources are not wearing the prescribed PPE and/or are not following the Occupational Health and Safety (OHS) guidelines in force in the workplace, they will not be permitted access to government of Canada sites.

## 7.7 Contract Period

- (a) **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:
  - (i) The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends 1 (one) year later; and
  - (ii) The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
- (b) **Option to Extend the Contract:**
  - (i) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional 1-year periods under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

- (ii) Canada may exercise this option at any time by sending a written notice to the Contractor 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.

**7.8 Authorities**

**(a) Contracting Authority**

The Contracting Authority for the Contract is:

Name: Jean-David Leblanc  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Professional Services Procurement Directorate  
Address: 10 rue Wellington, Gatineau, Québec  
Telephone: (613) 720-7865  
E-mail address: [jean-david.leblanc@tpsgc-pwgsc.gc.ca](mailto:jean-david.leblanc@tpsgc-pwgsc.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.

**(b) Technical Authority**

The Technical Authority for the Contract is:

*TO BE INSERTED UPON CONTRACT AWARD*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**(c) Contractor's Representative**

*TO BE INSERTED UPON CONTRACT AWARD*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**7.9 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 web sites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7.10 Payment

### (a) Basis of Payment

- (i) **Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price for the TA, for actual time worked and any resulting deliverables in accordance with the firm all-inclusive per diem rates set out in Annex B, Basis of Payment, Applicable Taxes extra. Partial days will be prorated based on actual hours worked based on a 7.5-hour workday.
- (ii) **Professional Services provided under a Task Authorization with a Firm Price:** For professional services requested by Canada, in accordance with a validly issued Task Authorization, Canada will pay the Contractor the firm price set out in the Task Authorization (based on the firm, all-inclusive per diem rates set out in Annex B), Applicable Taxes extra.
- (iii) **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- (iv) **Contractor's Firm Per Diem Rates:** The Contractor agrees that the rates set out in Annex B remain firm throughout the Contract Period, except as may be provided for in the express terms of the contract. In reference to Article 18(1) of SACC General Conditions 2035, the Contractor acknowledges that its obligation to provide services in accordance with the firm rates set out in Annex B is unaffected by the application of any existing law or any new law which may come into effect during the Contract Period.
- (v) **Professional Services Rates:** In Canada's experience, bidders from time to time propose rates at the time of bidding for one or more Resource Categories that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. This denies Canada of the benefit of the awarded contract. If the Contractor does not respond or refuses to provide an individual with the qualifications described in the Contract within the time described in the Contract (or proposes instead to provide someone from an alternate category at a different rate), whether or not Canada terminates the Contract as a whole or in part or chooses to exercise any of the rights provided to it under the general conditions, Canada may impose sanctions or take other measures in accordance with the PWGSC Vendor Performance Corrective Measure Policy (or equivalent) then in effect, which measures may include an assessment that results in conditions applied against the Contractor to be fulfilled before doing further business with Canada, or full debarment of the Contractor from bidding on future requirements.

### (b) Limitation of Expenditure – Cumulative Total of all Task Authorizations

- (i) Canada's total liability to the Contractor under the Contract for all validly issued Task Authorizations (TAs), inclusive of any revisions, must not exceed the amount set out on page 1 of the Contract, less any Applicable taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included
- (ii) No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- (iii) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (A) when it is 75 percent committed, or
  - (B) 4 months before the contract expiry date, or
  - (C) As soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- (i) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.
- (c) **Method of Payment for Task Authorizations with a Maximum Price:** For each Task Authorization validly issued under the Contract that contains a maximum price:
- (i) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit time sheets for each resource showing the days and hours worked to support the charges claimed in the invoice.
  - (ii) Once Canada has paid the maximum TA price, Canada will not be required to make any further payment, but the Contractor must complete all the work described in the TA, all of which is required to be performed for the maximum TA price. If the work described in the TA is completed in less time than anticipated, and the actual time worked (as supported by the time sheets) at the rates set out in the Contract is less than the maximum TA price, Canada is only required to pay for the time spent performing the work related to that TA.
- (d) **Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion:** Canada will pay the Contractor upon completion and delivery of all the Work associated with the validly issued Task Authorization in accordance with the payment provisions of the Contract if:
- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada; and
  - (iii) the Work delivered has been accepted by Canada.
- (e) **Electronic Payment of Invoices – Contract**
- The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
- (a) Direct Deposit (Domestic and International)

**Note to Bidders:** *If applicable, the Electronic Payment Instrument(s) indicated by the Bidder in Attachment 3.2 will be included in any resulting contract.*

- (f) **Time Verification**
- Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.
- (g) **Payment Credits**
- (i) **Failure to Provide Resource:**
    - (A) If the Contractor does not provide a required professional services resource that has all the required qualifications within the time prescribed by the Contract, the Contractor must credit to Canada an amount equal to the per diem rate (based on a 7.5-hour workday) of the required resource for each day (or partial day) of delay in providing the resource, up to a maximum of 10 days.

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- (B) **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (C) **Termination for Failure to Meet Availability Level:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:
- (1) the total amount of credits for a given monthly billing cycle reach a level of 10% of the total billing for that month; or
  - (2) the corrective measures required of the Contractor described above are not met.
- This termination will be effective when the three month notice period expires, unless Canada determines that the Contractor has implemented the corrective measures to Canada's satisfaction during those three months.
- (ii) **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period.
- (iii) **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.
- (iv) **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.
- (v) **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.
- (vi) **Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.
- (h) **No Responsibility to Pay for Work not performed due to Closure of Government Offices**
- (i) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation, closure or there are enhanced measures to restrict access to government offices, and as a result no work is performed, Canada is not responsible for

paying the Contractor for work that otherwise would have been performed if there had been no evacuation, closure or restricted access.

- (ii) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises

#### **7.11 Invoicing Instructions**

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide an electronic copy of each invoice to the Technical Authority and to the Contracting Authority.

#### **7.12 Certifications and Additional Information**

- (a) Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, any TA quotation 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 Contract Period.

- (b) **SACC Manual**

SACC A3000C (2022-05-12), Indigenous business certification

**Note to Bidders:** SACC A3000C will be deleted if the Bidder awarded the contract is not an Indigenous business.

#### **7.13 Federal Contractors Program for Employment Equity - Default by 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.

#### **7.14 Applicable Laws**

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

#### **7.15 Priority of Documents**

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

- (a) these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- (b) Supplemental General Conditions, in the following order:
  - (i) 4006 (2010-08-16), Supplemental General Conditions - Contractor to Own Intellectual Property Rights in Foreground Information;
  - (ii) 4008 (2008-12-12), Supplemental General Conditions - Personal Information;
- (c) General Conditions 2035 (2022-05-12), Higher Complexity - Services;
- (d) Annex A, Statement of Work, including its Appendices as follows ;
  - (i) Appendix A to Annex A - Tasking Assessment Procedure;
  - (ii) Appendix B to Annex A - Task Authorization (TA) Form;
  - (iii) Appendix C to Annex A - Resource Assessment Criteria and Response Table;
  - (iv) Appendix D to Annex A - Certifications at the TA stage;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
  - (i) Appendix A to Annex C – Supplemental Security Guide;
- (g) the validly issued Task Authorizations and any required certifications (including all of their annexes, if any)

#### **7.16 Foreign Nationals (Canadian Contractor)**

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

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

#### **7.17 Foreign Nationals (Foreign Contractor)**

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

#### **7.18 Insurance Requirements**

- (a) **Compliance with Insurance Requirements**
  - (i) The Contractor must comply with the insurance requirements specified in this Article. 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.
  - (ii) 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.
  - (iii) The Contractor should 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. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor 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 the

time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

(b) **Commercial General Liability Insurance**

- (i) 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.
- (ii) 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (K) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (L) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - (M) Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

(c) **Errors and Omissions Liability Insurance**

- (i) The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- (ii) If the Professional Liability insurance 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.
- (iii) The following endorsement must be included:  
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

#### **7.19 Limitation of Liability - Information Management/Information Technology**

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.
- (b) **First Party Liability:**
  - (i) The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
    - (A) any infringement of intellectual property rights to the extent the Contractor breaches the section of the General Conditions entitled "Intellectual Property Infringement and Royalties";
    - (B) physical injury, including death.
  - (ii) The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
  - (iii) Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
  - (iv) The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i)(A) above.
  - (v) The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
    - (A) any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
    - (B) Any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is

terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of .75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

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

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

(c) **Third Party Claims:**

- (i) Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- (ii) If Canada is required, as a result of joint and several liability or joint and solidarily liable, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite Sub-article (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- (iii) The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

**7.20 Joint Venture Contractor**

- (a) The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: ***[Bidders must list all the joint venture members named in the Contractor's original bid].***
- (b) With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - (i) \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - (ii) by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - (iii) all payments made by Canada to the representative member will act as a release by all the members.

- (c) All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- (d) All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- (e) The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- (f) The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**Note to Bidders:** *This Article will be deleted if the Bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

#### **7.21 Professional Services - General**

- (a) The Contractor must provide professional services on request as specified in this Contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- (b) If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.
- (c) In General Conditions 2035, the Article titled "Replacement of Specific Individuals" is deleted and the following applies instead:

##### **Replacement of Specific Individuals**

- (i) If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five working days of having this knowledge, the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - (A) the name, qualifications and experience of a proposed replacement immediately available for Work; and
  - (B) security information on the proposed replacement as specified by Canada, if applicable.The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.
- (ii) Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - (A) exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract in whole or in part for default under the Article titled "Default of the Contractor", or
  - (B) assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor to propose a replacement to be rated by the

Technical Authority. The replacement must have qualifications and experience that are similar or exceed those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this sub-article (c).

Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Article. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates.

- (iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that an original or replacement resource stop performing the Work. In such a case, the Contractor must immediately comply with the order. The fact that the Contracting Authority does not order a resource to stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- (iv) The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

#### **7.22 Safeguarding Electronic Media**

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

#### **7.23 Reporting Requirements**

The Contractor must provide the reports as detailed in the Annex A – Statement of Work.

#### **7.24 Representations and Warranties**

The Contractor made statements regarding its own and its proposed resources' experience and expertise in its bid that resulted in the award of the Contract and the issuance of TA's. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract and adding work to it through TA's. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have and maintain, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

#### **7.25 Access to Canada's Property and Facilities**

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

#### **7.26 Government Property**

Canada agrees to supply the Contractor with the items listed below (the "**Government Property**"). The section of the General Conditions entitled "Government Property" also applies to the use of the Government Property by the Contractor.

- (a) Please refer to Annex A – Statement of Work.

#### **7.27 Implementation for Professional Services**

If similar professional services are currently being provided by another supplier or by Canada's own personnel, the Contractor is responsible for ensuring that the transition to the professional services it provides under the Contract is completed in a way that does not disrupt Canada's operations or users, and does not result in any interim degradation to the timeliness or quality of service. The Contractor is solely responsible for any additional training required by its resources to perform the Work, and time spent by resources on that training or becoming familiar with the Client's environment must not be charged to Canada. The transition will be considered complete once the Contractor has demonstrated, to the satisfaction of the Technical Authority, that it is ready and able to carry out the Work. The transition must be complete by no later than 10 working days after the Contract is awarded. All costs associated with establishing itself to provide the professional services are the responsibility of the Contractor.

#### **7.28 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) 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.
- (c) 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.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

#### **7.29 Identification Protocol Responsibilities**

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- (a) Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as Contractor Representatives prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- (b) During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- (c) If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- (d) If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have

five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.

- (e) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

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## ANNEX A

### STATEMENT OF WORK

Information Management / Information Technology Services for the Canadian Firearms Digital Services Solution and National Cybercrime Solution projects

#### 1.0 SCOPE

##### 1.1 OBJECTIVE

The Canadian Firearms Digital Services Solution (CFDSS) project will modernize existing information systems and software components with a digital-first, service-oriented and open integration approach. It will improve the client experience, eliminate paper-based processes and strengthen program agility that will support the evolving firearms program and compliance with Canada's gun control framework. The CFDSS project will be an integrated digital solution with an optimal user and customer experience.

The overall scope of the National Cybercrime Solution (NCS) project is to provide an integrated Information Management system and related tools to help coordinate investigative efforts for Canadian police operational units, including those of the Royal Canadian Mounted Police (RCMP), enabling them to deal more effectively with cybercrime and fraud. These tools will be made available through the NCS and will aggregate, cross-reference, analyze, and disseminate cybercrime and fraud information through the following subsystems: Public Reporting Web Site, NC3 Internal Solution, and a police partner Portal (P3).

#### 2.0 BACKGROUND

The Canadian Firearms Program (CFP) is a service line within the Specialized Policing Services of the Royal Canadian Mounted Police (RCMP). The CFP is responsible for administering the *Firearms Act*. The challenges faced by the CFP – ongoing legislative changes, outdated business processes, increases in licence applications, paper-based processes, aging technologies and poor user experience serve as the basis of the requirements for the Canadian Firearms Digital Services Solution (CFDSS) project.

The National Cybercrime Coordination (NC3) unit is a service line within the Technical Operations of the Royal Canadian Mounted Police (RCMP). The NC3 unit's National Cybercrime Solution (NCS) project will be an integrated digital solution with an optimal user and customer experience. The (NCS) project will deliver the advanced, leading edge National Cybercrime Solution that is required to fulfil the NC3 mandate.

The NCS Project is currently in the process of completing the procurement of a cloud based Solution to meet the needs of the NC3 Unit. The NCS Project is in need of IT Security Design Specialists to perform tasks related to the procured Solution.

#### 3.0 REFERENCE DOCUMENTS

- Annex A in the RFP for National Cybercrime Solution Project (M7594-205915/D); <https://buyandsell.gc.ca/procurement-data/tender-notice/PW-XL-155-39352>
- Canadian Centre for Cyber Security – ITSG Overview; <https://buyandsell.gc.ca/procurement-data/tender-notice/PW-XL-155-39352>
- Shared Services Canada Cloud Documentation Portal; <https://ssc-clouddocs.canada.ca/s/gc-resourcesPowerpoint>
- RCMP IT Security standards, policies, and procedures (references are internal and will be provided when required)

#### 4.0 REQUIREMENT

The Contractor must provide as and when requested C.7 IT Security Design Specialists, Level 2 to assist the Project Authority with the execution of the CFDSS and NCS projects.

## **5.0 SCOPE OF WORK**

### **5.1 Tasks**

#### **C.7 IT Security Design Specialist, Level 2**

Tasks may include but are not limited to the following:

In accordance with RCMP IT security standards, policies and procedures;

1. Develop and document Security Architecture, including network, firewalls and application security;
2. Develop and document a strategy for the implementation and use of Machine Learning tools for the detection of Security Events.
3. Develop and implement logging infrastructure for monitoring using Azure Sentinel;
4. Develop and implement certificate monitoring solutions for early warning capability;
5. Work with and assist the certification and accreditation team to perform such tasks as: risk assessments, security plans, contingency plans, and contribute to Privacy Impact Assessment;
6. Support the security activities such as conducting security control assessment as part of the continuous monitoring of security controls;
7. Utilize processes within the security assessment and authorization environments such as system security categorization, development of security and contingency plans, security testing and evaluation, system accreditation and continuous monitoring;
8. Plan for and document security-related information, including incident response and disaster recovery plans;
9. Analyse and provide expertise in the following areas; cyber security, firewalls, information assurance, security information and event management (SIEM), application security, and security architecture;
10. Provide mentorship for developers and support best practices for mitigating findings of security assessments;
11. Manage project deliverables within previously agreed time, cost and performance parameters;
12. Prepare documentation and presentations to support the Project Authority for communications with RCMP senior management and external stakeholders;
13. Provide early identification of issues;
14. Assist with the initiation and implementation of corrective actions when issues are identified and progress is not being achieved in accordance with the approved plan;
15. Provide knowledge transfer services; and
16. Any other Work related to this resource category.

## **6.0 DELIVERABLES**

Deliverables must be delivered in the format approved by the Project Authority using approved Microsoft Office applications (e.g. Word, Excel, PowerPoint, Visio, and Project). All documents must be fully editable so they can be updated by Canada. Should the resource wish to submit documents in other softcopy formats, the Project Authority must expressly authorize this request.

Draft versions must be provided to the Project Authority upon request. The Contractor must update the documentation as per feedback provided. Final version of each deliverable must be delivered in both hard copy and electronic format, as needed. One electronic copy of all final documents must be delivered in MS Word, MS PowerPoint, MS Visio or MS Excel format as applicable. The Project Authority will review and approve all documentation. The RCMP Project Authority will only consider Deliverables final upon written confirmation.

The following deliverables must be submitted to the appropriate Project Authority as designated in the Task Authorization on an as-and-when requested basis:

Deliverable Number	Name of Deliverable	Description
1	Security Architecture Document(s)	<ul style="list-style-type: none"> <li>Security Architecture, including network, ports and protocols, application security</li> <li>Logging infrastructure and monitoring</li> <li>Certificate Monitoring</li> </ul>
2	AI Enabled Security Event Detection Strategy Document	<ul style="list-style-type: none"> <li>Strategy for implementation and use of AI/Machine Learning to detect malicious security events.</li> </ul>
3	Security Certification and Accreditation Document(s)	Includes but is not limited to: <ul style="list-style-type: none"> <li>Risk assessments</li> <li>Security plans</li> <li>Contingency plans</li> <li>Concept of Operations documentation</li> <li>Tailored Security Profile documentation</li> </ul>
4	Disaster Recovery Plan(s)	<ul style="list-style-type: none"> <li>Document incident response, disaster recovery strategy and security implementation plans</li> </ul>
6	Security and Vulnerability Testing Results	<ul style="list-style-type: none"> <li>Security testing (i.e. vulnerability and penetration scanning) evaluation results</li> </ul>
7	Threat and Risk Assessment Reports	<ul style="list-style-type: none"> <li>Cyber security analysis &amp; evaluation</li> </ul>
8	Architecture Evaluations	<ul style="list-style-type: none"> <li>Network &amp; firewalls</li> <li>Security Information and event management</li> </ul>
9	Status Updates	
10	Presentations & Documentation for Senior Management	

## 7.0 SUPPORT PROVIDED BY RCMP

The RCMP will provide the resources with an RCMP standard workstation or laptop as well as software and access to the necessary information and data required per the above Tasks and Deliverables.

## 8.0 LOCATION OF WORK

The majority of the Work associated with each Task Authorization (TA) will be carried out on-site at RCMP facilities in the National Capital Region (NCR), primarily at one of the two locations below. Because of the Covid-19 Pandemic, greater flexibility may be permitted concerning the required physical location where the Work will be carried out (i.e. teleworking). Attendance at all required and requested team meetings is expected. Meetings occur virtually or at either location mentioned above.

The primary work locations are:

CPIC/CIO Building  
1200 Vanier Parkway  
Ottawa, ON K1A 0R2

73 Leikin Drive  
Ottawa, ON K1A 0R2

If appropriate Project Authority approves remote work (i.e. telework) outside of the primary work locations, RCMP Remote Work Policy and Security Guidelines must be followed.

## **9.0 TECHNICAL ENVIRONMENT**

The resource will work in the following technical environment:

- Microsoft Word,
- Microsoft Excel,
- Microsoft Visio,
- Microsoft PowerPoint,
- Microsoft Project,
- Microsoft Azure Dev-Ops

## **10.0 CONSTRAINTS**

The resources must complete the Work in accordance with RCMP IT security standards, policies and procedures, and complete Tasks and Deliverables as listed in Sections 5.1 Tasks and 6.0 Deliverables.

All work must be completed using a RCMP supplied workstation or laptop.

Resources must hold a valid RCMP secret clearance as indicated in the Security Requirement Checklist (SRCL).

## **11.0 LANGUAGE**

The resources must be fluent in the English language. Fluent means that the individual must be able to communicate orally and in writing without any assistance and with minimal errors. All Work must be completed in English.

## **12.0 TRAVEL AND LIVING REQUIREMENTS**

There are no travel and living requirements under this contract.

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## APPENDIX A TO ANNEX A

### TASKING ASSESSMENT PROCEDURE

1. Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Appendix B to Annex A will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation of rates to supply the requested Resource Categories based on the information identified in the TA Form, as well as its corresponding proposed resource(s). The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 2 working days (or any longer time period specified in the draft TA) turnaround time to submit a quotation.
2. With each quotation the Contractor must propose the required number of resources and for each proposed resource the Contractor must supply a résumé, the requested security clearance information and must complete the Response Tables at Appendix C of Annex A applicable to the Resource Categories identified in the draft TA. The same individual must not be proposed for more than one Resource Category. The résumés must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to the proposed resources:
  - (i) Proposed resources may be employees of the Contractor or employees of a subcontractor, or these individuals may be independent contractors to whom the Contractor would subcontract a portion of the Work. (Refer to Appendix D to Annex A, Certifications).
  - (ii) For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource before the date the draft TA was first issued to the Contractor.
  - (iii) For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of draft TA issuance and must continue, where applicable, to be a member in good standing of the profession or membership throughout the assessment period and Contract Period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this Contract or if the entity is not specified, the issuer must have been an accredited or otherwise recognized body, institution or entity at the time the document was issued.
  - (iv) For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.
  - (v) For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the résumé does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
  - (vi) A résumé must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. Only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirement, or reusing the same wording as the TA Form, will not be considered "demonstrated" for the purposes of the assessment. The Contractor should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications / experience were obtained. In

situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

3. The qualifications and experience of the proposed resources will be assessed against the requirements set out in Appendix C to Annex A to determine each proposed resource's compliance with the mandatory and rated criteria. Canada may request proof of successful completion of formal training, as well as reference information. Canada may conduct reference checks to verify the accuracy of the information provided. If reference checks are done, they will be conducted in writing by e-mail (unless the contact at the reference is only available by telephone). Canada will not assess any points or consider a mandatory criterion met unless the response is received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Contractor by e-mail, to allow the Contractor to contact its reference directly to ensure that it responds to Canada within 5 working days. Wherever information provided by a reference differs from the information supplied by the Contractor, the information supplied by the reference will be the information assessed. Points will not be allocated or a mandatory criteria considered as met if the reference customer is not a customer of the Contractor itself (for example, the customer cannot be the customer of an affiliate of the Contractor). Nor will points be allocated or a mandatory criteria considered as met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Contractor. Crown references will be accepted.
4. During the assessment of the resources proposed, should the references for two or more resources required under that TA either be unavailable or fail to substantiate the required qualifications of the proposed resources to perform the required services, the Contractor's quotation may be found to be non-responsive.
5. Only quotations that meet all of the mandatory criteria will be considered for assessment of the point rated criteria. Each resource proposed must attain the required minimum score for the point rated criteria for the applicable Resource Category. If the minimum score for any proposed resource is less than what is required, the Contractor's quotation will be found to be non-responsive.
6. Once the quotation has been accepted by the Technical Authority, the TA Form will be signed by Canada and provided to the Contractor for signature. The TA Form must be appropriately signed by Canada prior to commencement of any work. The Contractor must not commence work until a validly issued TA Form (the Task Authorization) has been received, and any work performed in its absence is done at the Contractor's own risk.

**APPENDIX B TO ANNEX A  
TASK AUTHORIZATION FORM**

TASK AUTHORIZATION (TA) FORM				
<b>Contractor:</b>		<b>Contract Number:</b>		
<b>Commitment: #</b>		<b>Financial Coding:</b>		
<b>Task Number (Amendment):</b>		<b>Issue Date:</b>	<b>Response Require By:</b>	
<b>1. Statement of Work (Work Activities, Certifications and Deliverables)</b>				
See attached for Statement of Work and Certifications required.				
<b>2. Period of Service:</b>	<b>From (Date)</b>		<b>To (Date)</b>	
<b>3. Work Location:</b>				
<b>4. Travel Requirements:</b>				
<b>5. Language Requirement:</b>				
<b>6. Other Conditions/Constraints:</b>				
<b>7. Level of Security Clearance required for the Contractor Personnel:</b>				
<b>8. Contractor's Response:</b>				
<b>Category and Name of Proposed Resource</b>	<b>PWGSC Security File Number</b>	<b>Per Diem Rate</b>	<b>Estimated # of Days</b>	<b>Total Cost</b>
<b>Estimated Cost</b>				
<b>Applicable Taxes</b>				
<b>Total Labour Cost</b>				
<b>Total Travel &amp; Living Cost</b>				

<b>TASK AUTHORIZATION (TA) FORM</b>	
<b>Firm Price or Maximum TA Price</b>	
<b>Contractor's Signature</b>	
Name, Title and Signature of Individual Authorized to sign on behalf of the <b>Contractor</b> (type or print)  _____	Signature: _____  Date: _____
<b>Approval – Signing Authority</b>	
<b>Signatures (Client)</b>	<b>Signatures (PWGSC)</b>
Name, Title and Signature of Individual Authorized to sign:  Technical Authority:  _____  Date:  _____	Contracting Authority <sup>1</sup> :  _____  Date:  _____
<sup>1</sup> Signature required for TA valued at \$250,000.00 or more, Applicable Taxes included.	
You are requested to sell to her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.	

**APPENDIX C TO ANNEX A**  
**RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE**

To facilitate resource assessment, Contractors must prepare and submit a response to a draft Task Authorization using the tables provided in this Annex. When completing the resource grids, the specific information which demonstrates the requested criteria and reference to the page number of the résumé should be incorporated so that Canada can verify this information. The tables should not contain all the project information from the resume. Only the specific answer should be provided.

**1.0 Mandatory Resource Assessment Criteria:**

**2.0 Point Rated Resource Assessment Criteria:**

***Note to Bidders:*** Attachment 4.1 – Mandatory Technical Criteria and Attachment 4.2– Point-Rated Technical Criteria will be inserted and will form part of the resulting contract.

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**APPENDIX D TO ANNEX A**  
**CERTIFICATIONS AT THE TA STAGE**

The following Certifications are to be used, as applicable. If they apply, they must be signed and attached to the Contractor's quotation when it is submitted to Canada.

1. CERTIFICATION OF EDUCATION AND EXPERIENCE

The Contractor certifies that all the information provided in the résumés and supporting material proposed for completing the subject work, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Contractor to be true and accurate. Furthermore, the Contractor warrants that every individual proposed by the Contractor for the requirement is capable of performing the Work described in the Task Authorization.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

2. CERTIFICATION OF AVAILABILITY OF PERSONNEL

The Contractor certifies that, should it be authorized to provide services under this Task Authorization, the persons proposed in the quotation will be available to commence performance of the work within a reasonable time from the date of issuance of the valid Task Authorization, or within the time specified in the TA Form, and will remain available to perform the work in relation to the fulfillment of the requirement.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

3. CERTIFICATION OF STATUS OF PERSONNEL

If the Contractor has proposed any individual who is not an employee of the Contractor, the Contractor certifies that it has permission from that individual to propose his/her services in relation to the Work to be performed under this TA and to submit his/her résumé to Canada. At any time during the Contract Period the Contractor must, upon request from the Contracting Authority, provide the written confirmation, signed by the individual, of the permission that was given to the Contractor of his/her availability. Failure to comply with the request may result in a default under the Contract in accordance with the General Conditions.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

4. CERTIFICATION OF LANGUAGE - English

The Contractor certifies that the proposed resource(s) in response to this draft Task Authorization is/are fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

\_\_\_\_\_  
Print name of authorized individual & sign above

\_\_\_\_\_  
Date

**ANNEX B**  
**BASIS OF PAYMENT**

**INITIAL CONTRACT PERIOD:**

<b>Initial Contract Period</b>		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
C.7 IT Security Design Specialist	Level 2	

**OPTION PERIODS:**

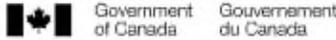
<b>Option Period 1</b>		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
C.7 IT Security Design Specialist	Level 2	

<b>Option Period 2</b>		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
C.7 IT Security Design Specialist	Level 2	

<b>Option Period 3</b>		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
C.7 IT Security Design Specialist	Level 2	

<b>Option Period 4</b>		
<b>Resource Category</b>	<b>Level of Expertise</b>	<b>Firm Per Diem Rate</b>
C.7 IT Security Design Specialist	Level 2	

## ANNEX C SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat 202202474/M7594-222474
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	<b>RCMP</b>	2. Branch or Directorate / Direction générale ou Direction IMIT Program
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 P.2 Enterprise Architect. Work will be completed remotely on RCMP issued laptops. Provide services to support the Canadian Firearms Digital Services Solution (CFDSS) project in modernizing existing Canadian Firearms Program information systems and software components. Provide services to the National Cybercrime Solution (NCS) to enable Canadian police to deal more effectively with cybercrime and fraud.		
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? (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"/>	No release restrictions Aucune restriction relative à la diffusion <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"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
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"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat

202202474/M7594-222474

Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / 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?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

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

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" 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 : RCMP Secret required for contractors on this requirement

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?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART 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?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / 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?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / 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?  
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?  No / Non  Yes / Oui

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



Contract Number / Numéro du contrat 202202474/M7594-222474
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 CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens Production																
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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

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**APPENDIX A TO ANNEX C  
SUPPLEMENTAL SECURITY GUIDE**



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# SRCL Security Guide for Cloud Services

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CFDSS Professional Services Resources

PREQ #:202202474

SSMS# SRCL100821

NARMS# 20211118181

Prepared by:  
Departmental Security  
Royal Canadian Mounted Police

### **Preamble**

All Service Providers employed on this contract must support and maintain the security environment of the Royal Canadian Mounted Police (RCMP) by complying with the requirements described in this document. More comprehensive security obligations will be provided at the Request for a Proposal phase if applicable. This security guide only covers services or personnel storing or processing information up to and including Protected B.

### **Definitions**

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

**Cloud Service Provider (CSP)** is an entity (can include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that is the originator of the Public Cloud Service in its entirety.

**Compromise** is a breach of government security which includes, but is not limited to:

- unauthorized access to, disclosure, modification, use, interruption, removal, or destruction of sensitive information or assets, causing a loss of confidentiality, integrity, availability or value;
- any action, conduct, threat or gesture of a person toward an employee in the workplace or an individual within federal facilities that caused harm or injury to that employee or individual; and,
- events causing a loss of integrity or availability of government services or activities.

**Contractor** is the entity (can include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) delivering the services to the RCMP and its partners. It is the entity approved and referenced as the 'Contractor' on the Resulting Contract.

**End User** is any individual, or system process acting on behalf of an individual, authorized by RCMP to access the Cloud Services.

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

**Master Account** is an account with root level privileges to generate client accounts or sub-accounts that will enable departmental access to commercially available public cloud services.

**Metadata** is information describing the characteristics of data including, for example, structural metadata describing data structures (e.g., data format, syntax, and semantics) and descriptive metadata describing data contents (e.g., information security labels).

**Organizational Data** means data that was created and is owned by the RCMP and/or Canada. The data may reside within a cloud service or on any end point.

**Personal Information** is information about an identifiable individual and recorded in any form, as defined in section 3 of the Privacy Act. Examples include, but are not limited to the information relating to race, nationality, ethnic origin, religion, age, marital status, address, education as well as the medical, criminal, financial or employment histories of an individual. Personal information also includes any identifying number or symbol, such as the social insurance number, assigned to an individual.

**Project Authority** is the entity responsible for the management of the contract. Any changes to the contract must be authorized in writing by the Project Authority, and the contractor must not perform work in excess or outside of the scope of the contract based on verbal or written requests or instructions from anyone other than the Project Authority.

**Protected B information** applies to information or assets that, if compromised could cause injury to an individual, organization or government.

**Protected Information** means information or assets that if compromised, could reasonably be expected to cause injury to a non-national interest – that is, an individual interest such as a person or an organization.

**Record** is any hard copy document or any data in a machine-readable format containing Personal Information

**Remote Work** means work carried out by Servicer Provider personnel outside of RCMP facilities during pandemic restrictions. Remote work is subject to the terms and conditions dictated as part of the RCMP's COVID-19 Remote Work Security Guidelines.

**Security Clearance** means the necessary security clearance, such as Enhanced Reliability Status or Secret Clearance, designated by the Departmental Security Branch of the RCMP, which may include some or all of the security screening steps listed in the appropriate Security Clause.

**Security Event** is any event, omission or situation that may be detrimental to government security, including threats, vulnerabilities and security incidents.

**Security Incident** is any event (or collection of events), act, omission or situation that has resulted in a compromise. Examples of cyber security incidents: Active exploitation of one or more identified vulnerabilities, exfiltration of data, failure of a security control, breach of a cloud-hosted or managed GC service, etc.

**Service Provider** is a supplier or vendor which provides services to the RCMP, which may include software such as a Software as a Service product, or contract engagements such as contractors working on an RCMP information system.

**Sub-contractor** is any person to whom the Contractor subcontracts the performance of the Contractor's services, in whole or in part.

**Sub-Processor** is any a natural or legal person, public authority, agency or other body which processes personal data on behalf of a data controller or Contractor.

**Telework** is an agreement between a Service Providers' employee and the Project Authority to carry out some or all of their work duties from a remote location. Telework requires the completion of a telework agreement between the employee and the Project Authority. A telework agreement is not required when employees are asked to work remotely due to an unforeseeable situation such as a pandemic (for this situation see **Remote Work**).

### General Security Requirements

1. All Organizational Data, including hard copy documentation, or other sensitive assets for which the RCMP is responsible will be shared with the Service Provider through pre-approved processes.
2. The information disclosed by the RCMP will be administered, maintained, and disposed of in accordance with the Contract. At a minimum, the Service Provider must follow the Government of Canada's Policy on Government Security.
3. The Service Provider will promptly notify the RCMP contract authority of any security incidents related to Organizational Data or personnel in their employ.
4. Photography is not permitted. If photos are required, please contact the Contract Authority and Departmental Security Branch.
5. The Service Provider is not permitted to disclose any Organizational Data or ancillary information provided by the RCMP, to any sub-contractors or sub-processors without proper security assessment and authorization (SA&A).
6. The RCMP's Departmental Security reserves the right to conduct inspections of the Service Provider's facility and provide guidance on mandatory safeguards (safeguards as specified in this document and possibly additional site specific safeguards). Inspections may be performed prior to sensitive information being shared and/or as required (e.g. In the event that the Service Provider's office relocates). The intent of the inspection(s) is to ensure the robustness of the required security safeguards is maintained.
7. All Organizational Data must be protected through Cryptographic means. Cryptographic algorithms and cryptographic key sizes and crypto periods in use must align with ITSP.40.111 Cryptographic Algorithms for Unclassified, Protected A, and Protected B Information, or subsequent versions
8. The Service Providers' and vendors' personnel security clearance requirements will be based on the expected roles and access to GC data and systems. When needed, a Security Classification Guide will be added to this Security Guide to clearly identify personnel security clearance requirements.
9. The work locations of all Service Provider personnel is to be clearly stated in the Classification Guide and/or Statement of Work (SOW). If the location of work is expected to change through the life of the contract this is also required to be explicitly stated. Work locations can include: (i) on-site at RCMP facilities, (ii) Remote work, (iii) Telework. Security controls and requirements for each work location may differ.
10. All voice communication, including recordings, by any cellular or mobile telephone must be restricted to non-sensitive information, unless the phone is specifically accredited and issued for sensitive information.

11. The Contracting Authority is responsible for providing Departmental Security with a plan detailing the location of work for all contract employees. Location of work may be one of (i) Remote Work, (ii) Telework, (iii) On-site, or (iv) Combination. Where the location of work is Combination, the Contract Authority must provide a detailed schedule indicating the dates where the employee will be working in which category. The following conditions apply to Location of Work:
- a. Remote work for contract employees is permitted under COVID-19 Pandemic Restrictions and is governed by the RCMP's COVID-19 Remote Work Security Guidelines. All requirements outlined in the Security Guidelines must be adhered to during Remote Work
  - b. Telework for contract employees requires the completion of a Telework plan and adherence to the RCMP Telework Agreement process.
  - c. Upon the lifting of Pandemic Restrictions all contract employees must transition from Remote Work to Telework unless the Contract Authority is otherwise directed by Departmental Security.
  - d. Any change in remote work location for resources on this requirement must be first approved by DS IT.

### Physical Security

Departmental Security recommends the following security guidance to assist contractor(s) or consultant(s) in understanding their responsibilities while working at the office.

### Storage

Organizational Data and Assets must be stored in a container approved by the RCMP Security Authority. The container must be located (at minimum) within an "Operations Zone". As such, the Service Provider's facility must have an area/room that meets the following criteria:

1) Operations Zone	
2) Definition	3) An area where access is limited to personnel who are authorized to work there as well as visitors with appropriate escorts. 4) Note: The personnel working within the Operational Zone must: 5) possess a valid clearance at ERS with Secret
6) Perimeter	7) Must be indicated by a recognizable perimeter or a secure perimeter depending on project needs. For example, the controls may be a locked office or suite.
8) Monitoring	9) Monitored periodically by authorized employees. For example, users of the space working at the location are able to observe if there has been a breach of security.

- i) Note: Refer to the Appendix for more information on the Security Zone concept.

### Discussions

Where sensitive conversations are anticipated, Operations Zones must have continuous acoustic barriers that extend from floor to U/S slab and are acoustically rated to a level commensurate with safeguarding the sensitivity of the conversation.

Departmental Security recommends the following security guidance to assist contractor(s) or consultant(s) in understanding their responsibilities while remote working or teleworking at home.

### **Storage**

Contractor Employees must take reasonable care to protect sensitive information and assets against unauthorized disclosure, loss, theft, fire, destruction, damage or modification.

- Remote site is subject to inspection at any time by an RCMP representative to ensure all controls are in compliance for safeguarding of sensitive information and assets
- RCMP Contract Authorities and Contractor Managers should jointly document risk considerations and decisions before contractor employees are approved to remote work with sensitive information and assets
- The contractor and contractor employee will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure.
- If the nature or scope of the work changes, the contractor must promptly notify the RCMP Contract Authority, who will jointly with the contractor review and determine appropriate security mitigations
- Any RCMP assets provided to the Contractor must remain within Canada at all times

### **Discussions**

Conduct work within a dedicated space which can be secured from oversight by co-habitants and windows. Ensure no sensitive information in the background will be transmitted by video or audio.

All sensitive discussions must be safeguarded by:

- Only using approved RCMP equipment and software
- Using headsets for audio and a work space secure from oversight or in an enclosed room that is both secured from overhearing and oversight by co-habitants and windows
- Only activating web cameras when in use
- Knowing how to mute the microphone and visually block the camera quickly if required
- Not discussing sensitive information above Protected B (Protected C and Classified discussions are prohibited)
- Do not discuss sensitive information on personal telephones, or personal equipment/software
- Discussing or sharing sensitive information over video conferencing is prohibited

### **Destruction**

In the case of accidental printing, all hard copies, drafts or misprints (damaged copies and/or left over copies) must be destroyed by the contractor. Protected information must be destroyed in accordance with the RCMP's Security Manual. The equipment/system (i.e. shredder) used to destroy sensitive material is rated according to the degree of destruction. RCMP approved destruction equipment must be utilized.

Approved levels of destruction for Protected B include:

- Residue size must be less than 1 x 14.3 mm (particle cut).

Note:

- If the contractor is unable to meet the RCMP's destruction requirements, all sensitive information/assets are to be returned to the RCMP for proper destruction.
- Any sensitive drafts/misprints awaiting disposal must be protected in the agreed upon manner until destroyed.

**Transport/Transmittal**

The physical exchange of sensitive information must follow the Contract. When a delivery service is used, it must offer proof of mailing, a record while in transit and of delivery.

Transport	Transport: to transfer sensitive information and assets from one person or place to another by someone with a need to know the information or need to access the asset.
Transmittal	Transmit: to transfer sensitive information and assets from one person or place to another by someone without a need to know the information or need to access the asset.

Note:

- For Transport of Protected "B" information (travel to/from neutral locations for meetings and/or interviews): In place of a single envelope, a briefcase or other container of equal or greater strength may be used. Double envelope/wrap to protect fragile contents or to keep bulky, heavy or large parcels intact.
- For Transmittal of Protected "B" information (Canada Post or registered courier): Address in a nonspecific manner. Add "To Be Opened Only By" because of the need-to-know or need-to-access principles when warranted. General IT Security Controls

**Location of Work - Remote Work Management**

The Project Authority must manage and monitor remote access by the Contractor to RCMP systems and/or Organizational data, by implementing the following measures:

- a) Issue standard RCMP equipment for remote work, this includes an RCMP imaged laptop with approved full-disk encryption
- b) Utilize multi-factor authentication with standard RCMP issued credentials for all secure access requirements (e.g. VPN access)
- c) Ensure Contractor has read and signed the RCMP Acceptable Use Policy

**Data Transport/Transmittal**

If there is a requirement to transport Organizational Data, it must be transported using a FIPS 140-2 Level1 compliant portable storage device provided by the RCMP. Access to this device must be restricted to appropriately security cleared Service Provider personnel only, as well as the RCMP client. The FIPS 140-2 Level 1 compliant portable storage device must be delivered by-hand or shipped by an approved courier to the Service Provider's location.

The password for the portable storage device is to be provided verbally, either in person or by telephone to appropriately security cleared Service Provider personnel only.

Where there is a requirement to transmit Organizational Data, including any and all metadata or logs derived from or related to Organizational Data it must be done in a secure manner including the implementation of encryption for data in transit as outlined in the Section on Cryptographic Protection.

### **Cryptographic Protection**

The Service Provider and/or contract employees must:

- 1) Configure any cryptography used to implement confidentiality or integrity safeguards, or used as part of an authentication mechanism (e.g., VPN solutions, TLS, software modules, PKI, and authentication tokens where applicable), in accordance with Communications Security Establishment (CSE)-approved cryptographic algorithms and cryptographic key sizes and crypto periods;
- 2) Use cryptographic algorithms and cryptographic key sizes and crypto periods that have been validated by the Cryptographic Algorithm Validation Program (<http://csrc.nist.gov/groups/STM/cavp/>); and are specified in ITSP.40.111 Cryptographic Algorithms for Unclassified, Protected A, and Protected B Information, or subsequent versions (<https://cyber.gc.ca/en/guidance/cryptographic-algorithms-unclassifiedprotected-and-protected-b-information-itsp40111>);

### **Security Incident Response**

NIST defines a Security Incident as: *“An occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.”* In light of this, the Service Provider must alert and promptly notify The RCMP (via phone and/or email) of any compromise, breach or of any evidence such as:

- a) a security incident;
- b) a security malfunction in any asset;
- c) data spillage;
- d) irregular or unauthorized access to any asset;
- e) large scale copying of an information asset; or
- f) Another irregular activity identified by the Service Provider that leads the Service Provider to reasonably believe that risk of compromise, or a security or privacy breach, is or may be imminent, or if existing safeguards have ceased to function.

If the Service Provider and/or contract employees become aware of or determines a compromise or breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data or Personal Data while processed by the Service Provider (each a “Security Incident”), the Service Provider must immediately or at least no later than within 24 hours:

- a) Notify the RCMP of the Security Incident;
- b) Investigate the Security Incident and provide the RCMP with detailed information about the Security Incident; and
- c) Take reasonable steps to mitigate the cause and to minimize any damage resulting from the Security Incident.

### **Printing, Scanning, and Photocopying**

If Organizational Data must be printed/scanned/photocopied, the Service Provider must have additional/dedicated printers/scanners/photocopiers that are not directly connected to any network

including the internet. Dedicated local connections of these devices to the Service Providers end-point(s) is acceptable

### **Data Storage**

Organizational Data is not to be stored on Cloud Services unless the service has been issued an ATO by RCMP Departmental Security. The Project Authority is responsible for ensuring an ATO has been issued and all conditions are being followed throughout the life of the contract. All Organizational Data at Rest hosted in a cloud service is required to implement encryption that meets RCMP requirements, this includes any and all metadata or logs derived from or related to Organizational Data.

Any backup of Organizational Data is subject to the same security guidelines for encryption and access controls as the primary data source.

Electronic records and media devices must be sanitized and/or destroyed according to ITSP.40.006 IT Media Sanitization (refer to <https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006> for further information).

If applicable, all RCMP supplied storage devices used throughout the duration of this contract must be returned to the RCMP immediately upon contract termination.

### **Confidentiality**

If no NDA is in place between the RCMP and the vendor, a statement of confidentiality must be read before each engagement session. A statement of confidentiality template is provided below:

*The transfer and transmittal of information and assets throughout this engagement is intended only for authorized RCMP and <vendor name> employees based on the need-to-know principle, and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than authorized RCMP and <vendor name> employees is prohibited. Disclosure of any details pertaining to the engagement between the RCMP and <vendor name> is prohibited.*

### **Termination**

The Project Authority must follow RCMP termination or change of status procedure for employees <http://infoweb.rcmp-grc.gc.ca/manuals-manuels/national/sm-ms/4/4-10-eng.htm>

Contract employees, upon termination of the contract for any reason, are required to return to the Project Authority all RCMP issued devices including, but not limited to:

- a) Laptops;
- b) Cellular Phones;
- c) USB Drives; or
- d) Smart Cards

### **PaaS/SaaS Security Obligations**

*The following security obligations must be adhered to when a Service Provider or Contract involves the use or development of non-RCMP controlled Platform as a Service (PaaS) or Software as a Service (SaaS) environments for the delivery of contract Services*

### **Data Location**

All Protected Organizational Data, including data in back-ups or data maintained for redundancy purposes must be stored and processed in Canada.

### **Data Protection**

The Contract Authority must:

- a) Implement security controls that restricts administrative access to Organizational Data, including any and all metadata or logs derived from or related to Organizational Data and Systems by the Service Provider and provides the ability to require the approval of RCMP before they can access Organizational Data to perform support, maintenance or operational activities.
- b) Take reasonable measures to ensure that Contract personnel do not have standing or ongoing access rights to Organizational Data, and access is restricted to Service Provider personnel with a need-to-know, including resources that provide technical or customer support based on approval from the RCMP.
- c) Prevent any Contract personnel from holding credentials that allow that employee to delete, modify or copy Organizational Data, unless that person has been cleared by the RCMP to the appropriate level deemed required by the RCMP.

It is not permitted for Contract employees to make any copies of databases or any part of those databases containing Organizational Data outside of regular service resilience capabilities and within RCMP approved regional spaces or zones.

The Contract employees must not move or transmit Organizational Data at Rest outside of agreed upon service regions except when approval is obtained from the Contract Authority.

### **Identity and Access Management**

The Contract Authority must provide secure access to all services including:

- a) Multi-factor authentication in accordance with CSE's ITSP.30.031 V3 (or subsequent versions) (<https://cyber.gc.ca/en/guidance/user-authentication-guidance-information-technology-systems-itsp30031-v3>) using GC-approved credentials;
- b) Role-based access;
- c) Access controls on objects in storage; and
- d) Granular authorization policies to allow or limit access.

Contract employees are to be assigned RCMP credentials enabling them to access Protected RCMP assets. RCMP credentials are only to be used in the course of executing the tasks outlined in contracting documentation and are to be revoked at the completion of this contract.

### **Privileged Access Management**

Where Contract employees, including any sub-contractors are accessing RCMP-managed services, the the Contract Authority must manage and monitor Contract personnel privileged access to all services, including services within any RCMP tenant;

### Privileged Account Management

The Contract Authority must ensure adequate protection of the account management process used to deliver and support the Services for the RCMP. Security measures must include, but are not limited to:

- a) Limit access to only RCMP cleared and authorized users who are permitted by the RCMP to execute transactions and functions such as Master account creation and issuance;
- b) Ensure the separation of duties of individuals;
- c) Employ the principle of least privilege, including for specific security functions and privileged accounts;
- d) Ensure that authorized users are provided with security awareness and training as part of employment onboarding and when their roles change;
- e) Create, protect and retain audit records related to the activities that support account management
- f) Provide Departmental Security with reports on audited events for actions related to the issuance and management of privileged accounts; and
- g) Ensure that Organizational Data is protected during and after personnel actions such as terminations and transfers

### Termination

The Contract Authority must follow RCMP termination or change of status procedure for employees <http://infoweb.rcmp-grc.gc.ca/manuals-manuels/national/sm-ms/4/4-10-eng.htm>

Contract employees, upon termination of the contract for any reason, are required to return to the Contract Authority all RCMP issued devices including, but not limited to:

- e) Laptops;
- f) Cellular Phones;
- g) USB Drives; or
- h) Smart Cards

### Security Controls for the use or production of Protected B Services

*The Contract Authority is responsible for ensuring that the following security controls are implemented and maintained throughout the lifecycle of the contract. Some of these controls are inherited via previously authorized platforms or services. Where that is the case, the inheritance is noted in the table below and the Contract Authority is required to use the authorized platforms and services. The Contract Authority may be subject to an audit of control compliance at any point in time.*

ID	Security Objective	Security Controls
1.0	<b>Identity and access management (IAM)</b>  <i>Objective: Implement identity and access</i>	<b>Unique Controls</b> AC-2(12), AC-2(13), AC-3(7), AC-4(17), AC-4(20), AC-16, AC-17(6), AC-20(3), AC-20(4) IA-2(7)

ID	Security Objective	Security Controls
	<i>management mechanisms for the solution.</i>	<p><b>Inherited Controls</b>            AC-2, AC-2(1), AC-2 (2) AC-2(3), AC-2(4), AC-2(5), AC-2(6), AC-2(7), AC-2(8), AC-2(9) AC-2(10), AC-2(11), AC-3, AC-4, AC-4(21), AC-5, AC-6, AC-6(1), AC-6(2), AC-6(3) AC-6(5), AC-6(7), AC-6(8), AC-6(9), AC-6(10), AC-7, AC-8, AC-10, AC-11, AC-12, AC-12(1), AC-17, AC-17(1), AC-17(2), AC-17(3), AC-17(4), AC-17(9), AC-19, AC-19(4), AC-19(5), AC-20, AC-20(1), AC-20(2)            IA-2, IA-2(1), IA-2(2), IA-2(3), IA-2(4), IA-2(5), IA-2(6), IA-2(8), IA-2(11), IA-3, IA-4, IA-4(2), IA-4(4), IA-5, IA-5(1), IA-5(2), IA-5(3), IA-5(4), IA-5(6), IA-5(7), IA-5(8), IA-5(11), IA-6, IA-8</p>
2.0	<p><b>Auditing</b></p> <p><i>Objective: Implement an auditing mechanism for the solution.</i></p>	<p><b>Unique Controls</b>            AU-4, AU-5(1), AU-6(4), AU-6(8), AU-9(6), AU-13, AU-14(2), AU-14(3)</p> <p><b>Inherited Controls</b>            AU-3, AU-3(1), AU-3(2), AU-5, AU-5(2), AU-6, AU-6(1), AU-6(3), AU-7, AU-7(1), AU-8, AU-8(1), AU-9, AU-9(2), AU-9(3), AU-9(4), AU-10, AU-11, AU-12, AU-14, AU-14(1)</p>
3.0	<p><b>Data protection</b></p> <p><i>Objective: Implement mechanisms for the protection of data in transit and data at rest.</i></p>	<p><b>Inherited Controls</b>            SC-8, SC-8(1), SC-12, SC-12(1), SC-12(2), SC-12(3), SC-13, SC-15, SC-17, SC-28, SC-28(1)</p>
4.0	<p><b>Networking</b></p> <p><i>Objective: Implement mechanisms to establish external and internal network perimeters and monitor network traffic.</i></p>	<p><b>Inherited Controls</b>            AC-4            SC-7, SC-7(3), SC-7(4), SC-7(5), SC-7(8), SC-7(10), SC-7(12), SC-7(18), SC-7(19), SC-7(21) SC-8, SC-10</p>
5.0	<p><b>Secure development</b></p> <p><i>Objective: Limit vulnerabilities in the solution and ensure the integrity of data.</i></p>	<p><b>Unique Controls</b>            SA-17, SA-21</p> <p><b>Inherited Controls</b>            AC-12            SA-4(1), SA-4(2), SA-4(3), SA-4(7), SA-4(8), SA-4(9), SA-5, SA-8, SA-10, SA-10(1), SA-12, SA-12(1), SA-12(2), SA-12(5), SA-12(8), SA-12(9), SA-15            SC-2, SC-2(1), SC-4</p>
6.0	<p><b>Service continuity</b></p> <p><i>Objective: Implement the required security mechanisms to support service continuity.</i></p>	<p>CP-9, CP-9(1), CP-9(2), CP-9(7), CP-10, CP-10(2)            MA-2, MA-2(2), MA-3, MA-3(2), MA-3(3), MA-4, MA-4(1), MA-4(2), MA-4(3), MA-4(6), MA-4(7)</p>

ID	Security Objective	Security Controls
7.0	<p><b>Configuration management</b></p> <p><i>Objective: Implement the security aspects of configuration management.</i></p>	<p><b>Unique Controls</b> CM-3(2), CM-5(2), CM-5(4)</p> <p><b>Inherited Controls</b> CM-2, CM-2(1), CM-2(2), CM-2(3), CM-3, CM-3(1), CM-3(4), CM-3(6), CM-4, CM-5, CM-5(1), CM-6, CM-6(1), CM-6(2), CM-7, CM-7(1), CM-7(5), CM-8, CM-8(1), CM-8(2), CM-8(3), CM-9 SA-22 SC-43 MP-2, MP-3, MP-4, MP-5, MP-5(4), MP-6, MP-6(1), MP-6(2), MP-6(3), MP-7, MP-7(1), MP-8, MP-8(1)</p>
8.0	<p><b>Security operations</b></p> <p><i>Objective: Implement security operations mechanisms for the service.</i></p>	<p><b>Unique Controls</b> SI-4(18)</p> <p><b>Inherited Controls</b> IR-6 SI-3(2), SI-3(7), SI-4, SI-4(1), SI-4(2), SI-4(4), SI-4(5), SI-4(7), SI-4(11), SI-4(16), SI-4(20), SI-4(22), SI-4(23) SI-5, SI-5(1), SI-5, SI-6, SI-7, SI-7(1), SI-7(5) PL-2, PL-2(3), PL-4, PL-4(1), PL-8</p>
9.0	<p><b>Security assessment</b></p> <p><i>Objective: Authorize the service for production use.</i></p>	<p><b>Inherited Controls</b> CA-2, CA-2(1), CA-2(2), CA-2(3), CA-3, CA-3(2), CA-3(3), CA-3(5), CA-5, CA-6, CA-7, CA-7(1), CP-7(2), CP-7(3), CP-7(4) RA-2, RA-3, RA-5, RA-5(1), RA-5(2), RA-5(3), RA-5(5), RA-5(6), RA-5(8)</p>
10.0	<p><b>Physical security</b></p> <p><i>Objective: Implement security control of physical and environmental mechanisms for the service</i></p>	<p><b>Inherited Controls</b> PE-2, PE-2(3), PE-3, PE-3(1), PE-3(2), PE-4, PE-5, PE-6, PE-6(1), PE-6(4), PE-8, PE-8(1), PE-16, PE-17</p>
11.0	<p><b>Personnel Security</b></p> <p><i>Objective : Implement personnel security control for the service</i></p>	<p><b>Inherited Controls</b> PS-2, PS-3, PS-3(3), PS-4, PS-4(2), PS-5, PS-6, PS-7, PS-8</p>

**Personnel Security**

If the supplier and/or its employees will have access to RCMP Protected and/or Classified information, an RCMP Clearance at the appropriate level is required. Service Provider personnel must submit to verification by the RCMP, prior to being granted access to Protected or Classified information, systems, assets and/or facilities. The RCMP reserves the right to deny access to any of the Service Provider personnel, at any time. In the case of an Incident, security or otherwise, the RCMP has the right to deny or suspend access to RCMP locations, services and or data if situations warrant this action, pending review of the incident.

For this requirement RCMP has identified the level of Security required of personnel to be ERS with Secret, they will direct the Service Providers personnel to the RCMP online portal for completion of their clearance forms. RCMP continues to follow Treasury Board Standards for clearances.

All Service Provider and sub-contractor personnel must maintain their personnel security clearance/status commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL).

Personnel security clearance/status must be in place prior to any work commencing on the requirement.

If unscreened personnel are being used on this requirement, the roles must be identified and pre-approved by the RCMP in the Security Requirements Check List (SRCL) once the successful vendor is chosen.

The Service Provider will be responsible for advising the RCMP of any changes in personnel security requirements. For example: Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring security screening and personnel requiring renewal of their personnel security screening.

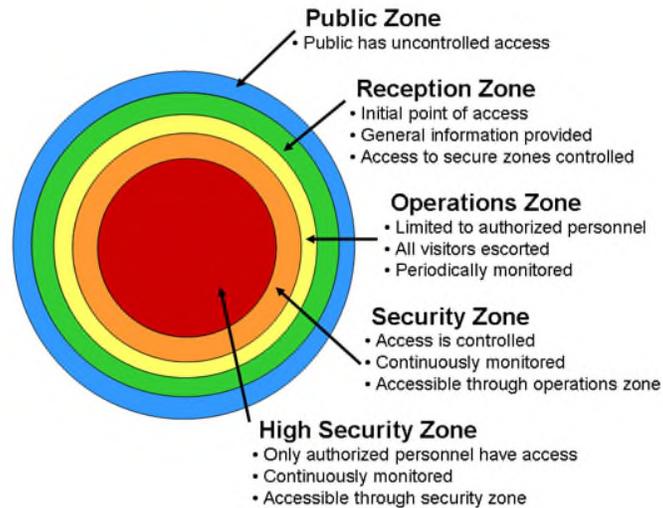
The RCMP will conduct personnel security screening checks that exceed the security requirements identified from the *Policy on Government Security*

The RCMP reserves the right to increase or change the levels required if they deem appropriate, once the job roles are more closely defined.

## Appendix A – Security Zone Concept

The *Government Security Policy (Section 10.8 - Access Limitations)* stipulates that “departments must limit access to classified and protected information and other assets to those individuals who have a need to know the information and who have the appropriate security screening level”.

The *Operational Security Standard on Physical Security (Section 6.2 - Hierarchy of Zones)* states that “departments must ensure that access to and safeguards for protected and classified assets are based on a clearly discernable hierarchy of zones”.



**Public Zone** is where the public has unimpeded access and generally surrounds or forms part of a government facility. Examples: the grounds surrounding a building, or public corridors and elevator lobbies in multiple occupancy buildings.

**Reception Zone** is where the transition from a public zone to a restricted-access area is demarcated and controlled. It is typically located at the entry to the facility where initial contact between visitors and the department occurs; this can include such spaces as places where services are provided and information is exchanged. Access by visitors may be limited to specific times of the day or for specific reasons.

**Operations Zone** is an area where access is limited to personnel who work there and to properly-escorted visitors; it must be indicated by a recognizable perimeter and monitored periodically. Examples: typical open office space, or typical electrical room.

**Security Zone** is an area to which access is limited to authorized personnel and to authorized and properly-escorted visitors; it must be indicated by a recognizable perimeter and monitored continuously, i.e., 24 hours a day and 7 days a week. Example: an area where secret information is processed or stored.

**High Security Zone** is an area to which access is limited to authorized, appropriately-screened personnel and authorized and properly-escorted visitors; it must be indicated by a perimeter built to the specifications recommended in the TRA, monitored continuously, i.e., 24 hours a day and 7 days a week and be an area to which details of access are recorded and audited. Example: an area where high-value assets are handled by selected personnel.

Access to the zones should be based on the concept of "need to know" and restricting access to protect employees and valuable assets. Refer to [RCMP Guide G1-026, Guide to the Application of Physical Security Zones](#) for more detailed information.

**ATTACHMENT 3.1  
BID SUBMISSION FORM**

<b>Bidder's full legal name</b>		
<b>Bidder's Supply Arrangement Number</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Email	
<b>Company Security Officer (CSO) contact information:</b>	Name:	
	Title:	
	Address:	
	Telephone #:	
	Email:	
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003] <b>[Note to Bidders:</b> <i>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.</i> ]		
<b>Jurisdiction of Contract:</b> 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)		
<b>Former Public Servants</b> 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"	

<b>Security Clearance Level of Bidder</b> [include both the level and the date it was granted] <b>[Note to Bidders:</b> <i>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.</i>	
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: <ol style="list-style-type: none"><li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>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.</li></ol>	
<b>Signature of Authorized Representative of Bidder</b>	

**ATTACHMENT 3.2**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

( ) Direct Deposit (Domestic and International);

**ATTACHMENT 3.3**

**CUSTOMER REFERENCE CONTACT INFORMATION FORM**

<b>Customer Reference Contact Information:</b>	
Name of client organization: _____	
Name of client: _____	
Client's title: _____	
Client telephone n°. _____	
Email address: _____	
<b>Contract Information: The Bidder must provide with this Form a copy of the reference contract.</b>	
Contract n°: _____	
Start date: _____ End date: _____	
Brief description of the services provided: _____ _____ _____ _____	
Resource category provided: _____	
By signing below, the Bidder certifies that the information provided in this Form is accurate.	
<b>Signature of authorized representative of the Bidder:</b>	Name: _____
	Title: _____
	Signature: _____
	Date: _____

**ATTACHMENT 4.1  
MANDATORY TECHNICAL CRITERIA**

**Corporate Evaluation Criteria**

	<b>Corporate Mandatory Technical Criteria</b>	<b>Bidder Substantiation</b>	<b>Demonstration and Substantiation as how the requirement is met  (Cross Reference to Resource Resume as Applicable)</b>
CM1	<p>a) The Bidder must have been awarded two (2) IT informatics professional services** contracts.</p> <p><i>**Informatics Professional Services are professional services provided by the Bidder in support of an information technology or information management project or contract.</i></p> <p>A copy of the entire contracts must be provided with the bid.</p> <p>b) The two (2) contracts identified, must demonstrate that the Bidder has provided services to an organization with the following environment within the last five (5) years:</p> <ul style="list-style-type: none"> <li>• Minimum of 10,000 employees located across multiple geographical areas nationally;</li> <li>• **Centralized and decentralized IM/IT organizations;</li> <li>• Digital Transformation Projects or Programs which refers to anything from IT modernization (ie., cloud computing), to digital optimization, to the invention of new digital business models.</li> </ul> <p><i>**Centralized organizations is defined as: primary decisions are made by the person or persons at the top of the organization. Decentralized organizations is defined as: delegate decision-making authority throughout the organization.</i></p>		

<p>To demonstrate this experience above, the Bidder must submit two (2) client references for the identified contracts.</p> <p>The references must include:</p> <ul style="list-style-type: none"><li>a) the resource category ;</li><li>b) the name of the organization;</li><li>c) name of client;</li><li>d) client's title;</li><li>e) the telephone number or e-mail address of the organization's contact responsible for the contract;</li><li>f) a brief description of the services provided; and</li></ul> <p>The information listed above should be submitted with the bid using Attachment 3.3 – Client Reference Contact Information Form. If any of the information is not submitted, the Contracting Authority will inform the Bidder of a time-frame within which to provide the information. Failure to provide the information listed above within the time-frame provided will render the bid non-responsive.</p> <p>It is the Bidder's responsibility to ensure that any information divulged is accurate.</p> <p>The Bidder must have been the prime contractor, rather than a subcontractor. This means that the Bidder contracted directly with the client of the work. If the Bidder's contract was to perform work which another entity had itself first contracted to perform, the Bidder will not be considered the prime contractor. For example, Z (client) contracted with Y for services. Y, in turn, entered into a contract with X to provide all or part of these services to Z. In this example, Y is a prime contractor and X is a subcontractor.</p> <p>Bidders are reminded that a Supply Arrangement or Standing Offer is not a contract and therefore any reference to this type of document will not be accepted</p>		
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	<p>for the purpose of evaluating contract experience. For example, if the Bidder references its TBIPS SA number such as EN578-055605/XXX/EL for the purpose of demonstrating experience under the evaluation criteria, Canada will disregard this experience because it does not relate to a specific contract.</p>		
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### Resource Evaluation Criteria

#### C.7 IT Security Design Specialist, level 2, position 1:

	<b>Mandatory Technical Criteria</b>	<b>Bidder Substantiation</b>	<b>Demonstration and Substantiation as how the requirement is met (Cross Reference to Resource Resume as Applicable)</b>
M1	<p>The Bidder must demonstrate that the proposed resource has completed a post-secondary educational program in Information Technology science, engineering, or other IT related field, from a Canadian post-secondary educational establishment, or an institution recognized by the Canadian Information Centre for International Credentials.</p> <p>Proof of program completion must be provided in the bid.</p>		
M2	<p>The Bidder must demonstrate that the proposed resource has at minimum of seven (7) years of experience (within the last fifteen (15) years from solicitation closing date) performing EACH of the following tasks:</p> <ul style="list-style-type: none"> <li>a) Developed and documented Security Architecture, including network, firewalls and application security;</li> <li>b) Developed logging infrastructure for monitoring;</li> <li>c) Implemented certificate monitoring solutions for early warning capability;</li> <li>d) Assisted with the development of risk assessments, security plans, contingency plans, and Privacy Impact Assessments.</li> </ul>		

	<p>To demonstrate this experience, the bidder must provide:</p> <ul style="list-style-type: none"> <li>Name of the client organization(s);</li> <li>Start and end dates of the project (MM-YYYY); and</li> <li>Nature and scope of the services provided.</li> </ul>		
M3	<p>The Bidder must demonstrate that the proposed resource has a minimum of two (2) years of experience, within the last seven (7) years (from this solicitation bid closing date), implementing machine learning methods for identifying malicious computer security events.</p> <p>To demonstrate this experience, the bidder must provide:</p> <ul style="list-style-type: none"> <li>Name of the client organization(s);</li> <li>Start and end dates of the project (MM-YYYY); and</li> <li>Nature and scope of the services provided.</li> </ul>		

**C.7 IT Security Design Specialist, level 2, position 2:**

	<b>Mandatory Technical Criteria</b>	<b>Bidder Substantiation</b>	<b>Demonstration and Substantiation as how the requirement is met (Cross Reference to Resource Resume as Applicable)</b>
M1	<p>The Bidder must demonstrate that the proposed resource has completed a post-secondary educational program in Information Technology science, engineering, or other IT related field, from a Canadian post-secondary educational establishment, or an institution recognized by the Canadian Information Centre for International Credentials.</p> <p>Proof of program completion must be provided in the bid.</p>		
M2	<p>The Bidder must demonstrate that the proposed resource has at minimum of seven (7) years of experience (within the last fifteen (15) years from</p>		

	<p>solicitation closing date) performing EACH of the following tasks:</p> <ul style="list-style-type: none"><li>e) Developed and documented Security Architecture, including network, firewalls and application security;</li><li>f) Developed logging infrastructure for monitoring;</li><li>g) Implemented certificate monitoring solutions for early warning capability;</li><li>h) Assisted with the development of risk assessments, security plans, contingency plans, and Privacy Impact Assessments.</li></ul> <p>To demonstrate this experience, the bidder must provide:</p> <ul style="list-style-type: none"><li>• Name of the client organization(s);</li><li>• Start and end dates of the project (MM-YYYY); and</li><li>• Nature and scope of the services provided.</li></ul>		
M3	<p>The Bidder must demonstrate that the proposed resource has a minimum of two (2) years of experience, within the last seven (7) years (from this solicitation bid closing date), implementing machine learning methods for identifying malicious computer security events.</p> <p>To demonstrate this experience, the bidder must provide:</p> <ul style="list-style-type: none"><li>• Name of the client organization(s);</li><li>• Start and end dates of the project (MM-YYYY); and</li><li>• Nature and scope of the services provided.</li></ul>		

**C.7 IT Security Design Specialist, level 2, position 3:**

	<b>Mandatory Technical Criteria</b>	<b>Bidder Substantiation</b>	<b>Demonstration and Substantiation as how the requirement is met (Cross Reference to Resource Resume as Applicable)</b>
M1	<p>The Bidder must demonstrate that the proposed resource has completed a post-secondary educational program in Information Technology science, engineering, or other IT related field, from a Canadian post-secondary educational establishment, or an institution recognized by the Canadian Information Centre for International Credentials.</p> <p>Proof of program completion must be provided in the bid.</p>		
M2	<p>The Bidder must demonstrate that the proposed resource has at minimum of seven (7) years of experience (within the last fifteen (15) years from solicitation closing date) performing EACH of the following tasks:</p> <ul style="list-style-type: none"> <li>i) Developed and documented Security Architecture, including network, firewalls and application security;</li> <li>j) Developed logging infrastructure for monitoring;</li> <li>k) Implemented certificate monitoring solutions for early warning capability;</li> <li>l) Assisted with the development of risk assessments, security plans, contingency plans, and Privacy Impact Assessments.</li> </ul> <p>To demonstrate this experience, the bidder must provide:</p> <ul style="list-style-type: none"> <li>• Name of the client organization(s);</li> <li>• Start and end dates of the project (MM-YYYY); and</li> <li>• Nature and scope of the services provided.</li> </ul>		
M3	<p>The Bidder must demonstrate that the proposed resource has a minimum of two (2) years of experience, within the</p>		

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	<p>last seven (7) years (from this solicitation bid closing date), implementing machine learning methods for identifying malicious computer security events.</p> <p>To demonstrate this experience, the bidder must provide:</p> <ul style="list-style-type: none"><li>• Name of the client organization(s);</li><li>• Start and end dates of the project (MM-YYYY); and</li><li>• Nature and scope of the services provided.</li></ul>		
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**ATTACHMENT 4.2**

**POINT-RATED TECHNICAL CRITERIA**

**C.7 IT Security Design Specialist, level 2 – position 1:**

	<b>Point-Rated Technical Criteria</b>	<b>Point Scale</b>	<b>Max Score</b>	<b>Contractor Response (explain how points are obtained and reference location in bid)</b>
R1	The Bidder should demonstrate that the proposed resource has experience architecting - Enterprise Cloud Based security solutions for Cloud Based infrastructures and services.	4 points for each year of experience up to a maximum of 20 points	20	
R2	The Bidder should demonstrate that the proposed resource has experience conducting security monitoring using Enterprise level Cloud Security Services.	4 points for each year of experience up to a maximum of 20 points	20	
R3	The Bidder should demonstrate that the proposed resource has experience, as a Security Architect supporting Cloud Based applications and creating comprehensive documentation relating to application/product security artifacts and controls.	3 points for each year of experience up to a maximum of 15 points	15	
R4	The Bidder should demonstrate that the proposed resource has experience conducting threat modeling and risk assessments.	3 points for each year of experience up to a maximum of 15 points	15	
<b>Maximum Points</b>			<b>/70</b>	
<b>Minimum Points</b>			<b>/42</b>	

**C.7 IT Security Design Specialist, level 2 – position 2:**

	<b>Point-Rated Technical Criteria</b>	<b>Point Scale</b>	<b>Max Score</b>	<b>Contractor Response (explain how points are obtained and reference location in bid)</b>
R1	The Bidder should demonstrate that the proposed resource has experience architecting - Enterprise Cloud Based security solutions for Cloud Based infrastructures and services.	4 points for each year of experience up to a maximum of 20 points	20	

R2	The Bidder should demonstrate that the proposed resource has experience conducting security monitoring using Enterprise level Cloud Security Services.	4 points for each year of experience up to a maximum of 20 points	20	
R3	The Bidder should demonstrate that the proposed resource has experience, as a Security Architect supporting Cloud Based applications and creating comprehensive documentation relating to application/product security artifacts and controls.	3 points for each year of experience up to a maximum of 15 points	15	
R4	The Bidder should demonstrate that the proposed resource has experience conducting threat modeling and risk assessments.	3 points for each year of experience up to a maximum of 15 points	15	
<b>Maximum Points</b>			<b>/70</b>	
<b>Minimum Points</b>			<b>/42</b>	

**C.7 IT Security Design Specialist, level 2 – position 3:**

	<b>Point-Rated Technical Criteria</b>	<b>Point Scale</b>	<b>Max Score</b>	<b>Contractor Response (explain how points are obtained and reference location in bid)</b>
R1	The Bidder should demonstrate that the proposed resource has experience architecting - Enterprise Cloud Based security solutions for Cloud Based infrastructures and services.	4 points for each year of experience up to a maximum of 20 points	20	
R2	The Bidder should demonstrate that the proposed resource has experience conducting security monitoring using Enterprise level Cloud Security Services.	4 points for each year of experience up to a maximum of 20 points	20	
R3	The Bidder should demonstrate that the proposed resource has experience, as a Security Architect supporting Cloud Based applications and creating comprehensive documentation relating to application/product security artifacts and controls.	3 points for each year of experience up to a maximum of 15 points	15	

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R4	The Bidder should demonstrate that the proposed resource has experience conducting threat modeling and risk assessments.	3 points for each year of experience up to a maximum of 15 points	15	
<b>Maximum Points</b>			<b>/70</b>	
<b>Minimum Points</b>			<b>/42</b>	

**ATTACHMENT 4.3  
PRICING SCHEDULE**

Initial Contract Period		
(A)	(B)	(C)
Resource Category	Level of Expertise	Firm Per Diem Rate
C.7 IT Security Design Specialist	Level 2	\$

**Option Periods:**

Option Period 1		
(A)	(B)	(C)
Resource Category	Level of Expertise	Firm Per Diem Rate
C.7 IT Security Design Specialist	Level 2	\$

Option Period 2		
(A)	(B)	(C)
Resource Category	Level of Expertise	Firm Per Diem Rate
C.7 IT Security Design Specialist	Level 2	\$

Option Period 3		
(A)	(B)	(C)
Resource Category	Level of Expertise	Firm Per Diem Rate
C.7 IT Security Design Specialist	Level 2	\$

Option Period 4		
(A)	(B)	(D)
Resource Category	Level of Expertise	Firm Per Diem Rate
C.7 IT Security Design Specialist	Level 2	\$

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**ATTACHMENT 5.1**  
**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 5.2**  
**CERTIFICATION FOR INDIGENOUS BUSINESS**

1. If the Bidder is an Indigenous business as defined in Annex 9.4 of the Supply Manual: Requirements for the Set-aside Program for Indigenous Business, then the Bidder:
  - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
  
2. The Bidder must check the applicable box below:
  - i. ( ) The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
  
**OR**
  - ii. ( ) The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
  
3. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
  
4. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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**ATTACHMENT 5.3**  
**CERTIFICATION FOR INDIGENOUS BUSINESS**

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous:

1. I am an owner of \_\_\_\_\_ (*insert name of business*), and an Indigenous person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
  
2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

\_\_\_\_\_  
Printed name of owner

\_\_\_\_\_  
Signature of owner

\_\_\_\_\_  
Date

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**ATTACHMENT 5.4**

**COVID-19 VACCINATION REQUIREMENT CERTIFICATION**

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), warrant and certify that all  
personnel that \_\_\_\_\_ (*name of business*) will provide on the  
resulting Contract who access federal government workplaces where they may come into contact with  
public servants will be:

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

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Date: \_\_\_\_\_

**Optional**

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.






## CONTRACT SECURITY PROGRAM (CSP)

### Section A - Business Information

- **Legal name of the organization** refers to the legal name of the organization as it is organized & existing within the country of jurisdiction. In the case of Canadian legal entities, this would be the legal name that is registered with federal, provincial or territorial authorities.
- **Business or Trade name** refers to the name which a business trades under for commercial purposes, although its registered, legal name, used for contracts and other formal situations, may be another name.
- **Type of Organization** - All required documentation in relation to the type of organization must be provided
  - **Corporation** refers to an entity having authority under the law to act as a single person distinct from the shareholders who own it and having rights to issue stock and exist indefinitely.  
Provide the following information to substantiate this "Type of Organization" selection:
    - Stock exchange identifier (if applicable);
    - Certificate of incorporation, compliance, continuance, current articles of incorporation, etc.
    - Ownership structure chart is mandatory
  - **Partnership** refers to an association or relationship between two or more individuals, corporations, trusts, or partnerships that join together to carry on a trade or business.  
Provide the following information to substantiate this "Type of Organization" selection:
    - Evidence of legal status, ie. partnership agreement;
    - Provincial partnership name registration (if applicable);
    - Ownership structure chart
  - **Sole proprietor** refers to the owner of a business who acts alone and has no partners.  
Provide the provincial registration documentation (if applicable) ie. master business license, provincial name registration document
  - **Other** (universities, financial institutions, unincorporated organizations, Assembly of First Nations, etc.)  
Provide the following information to substantiate this "Type of Organization" selection:
    - Evidence of legal status such as acts, charters, bands, etc.
    - Ownership structure chart and management structure chart
- **Principal place of business** must be where the business is physically located and operating in Canada. Virtual locations, mail boxes, receiving offices, coworking spaces, representative agent's office, etc. will not be accepted.
- **Self-identify as a diverse supplier:** Public Services and Procurement Canada (PSPC) defines a diverse supplier as "a business owned or led by Canadians from underrepresented groups, such as women, Indigenous Peoples, persons with disabilities and visible minorities.

### Section B - Security Officers

Identify the individual(s) you intend to nominate or are already appointed as your organization's company security officer and alternate company security officer(s). For Document Safeguarding Capability at other locations, please ensure to indicate address (site) the ACSO is located at. Add additional rows or provide a separate page as required. Employee has the same meaning as that used by the Canada Revenue Agency.

- Email address must be able to accept various types of correspondence from the CSP
- Security officers **must** meet all of the following criteria:
  - an employee of the organization;
  - physically located in Canada;
  - a Canadian citizen\*; and
  - security screened at the same level as the organization (in some cases alternates may require a different level).

\*Canadian citizenship is required due to the oversight responsibility entrusted to a security officer and some contractual requirements in relation to national security. This requirement may be waived on a case by case basis for Permanent Residents.



## CONTRACT SECURITY PROGRAM (CSP)

### Section C - Officers

- Your organization must list **all** the names and position titles for its officers, management, leadership team, executives, managing partners, authorized signatories, members, etc. that are responsible for the day to day operations of its business. A management structure chart must be provided to demonstrate the reporting structure. Add additional rows to the section if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.
- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of a state or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

### Section D - Board of Directors

- List **all** members of your organization's board of directors. Indicate all board titles including the chairperson if there is one. Add additional rows to the section or on a separate page if required.
- For the purposes of the Contract Security Program, the term "Country of Primary Residence/National Domicile" refers to the particular country for a person's true, fixed, principal and permanent home, to which that person intends to return and remain even though currently residing elsewhere.
- **Citizenship** refers to the status of being a citizen. A **citizen** is a person who, by either birth or naturalization, is a member of a state or nation, entitled to enjoy all the civil rights and protections of that state or nation and owing allegiance to its government.

### Section E - Ownership Information

- For the purposes of the CSP, the following interpretations are applicable:
  - **Direct (or registered) ownership** are **all** owners who hold legal title to a property or asset in that owner's name.
  - **Ownership** refers to either (1) voting rights attached to the corporation's outstanding voting shares or (2) outstanding shares measured by fair market value.
  - **Parent company** refers to a company which owns and/or controls controlling interest (e.g., voting stock) of other firms or companies, usually known as subsidiaries, which may give it control of the operation of the subsidiaries.

### Section F - Justification (this section is to be completed by organizations that are undergoing a renewal ONLY - not bidding)

- Your organization is to provide a list of active federal contracts, subcontracts, leases, supply arrangements (SA), standing offers (SO), purchase orders that have security requirements. Indicate the contract number (lease, SA, SO, sub-contract, etc.), contracting authority or prime contractor and the security level requirement.

### Section G - Certification and Consent

- Only an officer identified in Section C may complete this section.




## CONTRACT SECURITY PROGRAM (CSP)

### APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities

**NOTE:**

The provision of false, misleading information, or concealment and/or failure to disclose of any material fact on this application will result in a denial or revocation of your organization security clearance and registration with the Contract Security Program which will immediately prohibit your eligibility to perform on contracts requiring organization security clearances. An incomplete form **will not** be processed.

SECTION A - BUSINESS INFORMATION	
1. Legal name of the organization	
2. Business or trade name (if different from legal name)	
3. Type of organization - <b>Indicate the type of organization and provide the required validation documentation (select one only)</b>	
<input type="checkbox"/> Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <ul style="list-style-type: none"> <li><input type="checkbox"/> Private</li> <li><input type="checkbox"/> Public</li> </ul> <input type="checkbox"/> Other (specify)	
4. Provide a brief description of your organization's general business activities.	
5. Procurement Business Number (PBN) (if applicable)	6. Self-identify as a diverse supplier (provide profile)
7. Business civic address (head office)	
8. Principal place of business (if not at head office)	
9. Mailing address (if different from business civic address)	
10. Organization website (if applicable)	
11. Telephone number	12. Facsimile number
13. Number of employees in your organization or corporate entity	14. Number of employees requiring access to protected/classified information/assets/sites



### CONTRACT SECURITY PROGRAM (CSP)

#### SECTION B – SECURITY OFFICERS

Please identify all security officers for your organization. For document safeguarding capability identify the site number for each ACSO and the corresponding address for each site below.

Add additional rows or attachments as needed if there is not enough space allotted

Position title	Site #	Surname	Given name	E-mail (where the CSP will send correspondence)
Company security officer (CSO)				
Alternate company security officer (ACSO)				
ACSO (if applicable)				
ACSO (if applicable)				
ACSO (if applicable)				

#### For Document Safeguarding Capability ONLY:

00 – Address will be principal place of business	
01 – Site address:	
02 – Site address:	

#### SECTION C – OFFICERS (managing partners, key leadership, signatories, etc.)

Add additional rows or attachments as needed and include management structure chart demonstrating reporting structures

Position title - within your organization	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile




## CONTRACT SECURITY PROGRAM (CSP)

### SECTION D – LIST OF BOARD OF DIRECTORS

Add additional rows or attachments as needed

Position Title on the Board	Surname	Given name	Citizenship(s)	Country of primary residence/National domicile

### SECTION E - OWNERSHIP INFORMATION - PLEASE COMPLETE FOR EACH LEVEL OF OWNERSHIP

Please complete for each level of ownership

Identify all entities, individuals, public or private corporations that have an ownership stake in your organization being registered. Indicate if the entity has a valid Facility Security Clearance from Public Services and Procurement Canada's Contract Security Program or any other country. For publicly traded corporations, identify stock exchange. If there are more than three levels of ownership; please submit on an additional page to include **all** levels of ownership from direct to ultimate.

**Note: The organization structure chart with percentages of ownership must be included with your submission**

#### SECTION E-1 - OWNERSHIP LEVEL 1 (direct ownership) if more than three - please provide on additional sheet

Ownership - Level 1 (Direct Parent)				
Name of organization or individual				
Address				
Type of entity (e.g. private or public corporation, state-owned)				
Stock exchange identifier (if applicable)				
Facility security clearance (FSC) yes/no				
Percentage of ownership				
Country of jurisdiction or citizenship				




## CONTRACT SECURITY PROGRAM (CSP)

### SECTION E-2 - OWNERSHIP LEVEL 2

If there is any additional ownership for the names listed in the previous section (E-1) please provide the information below. If not, please indicate N/A (not applicable).

#### Ownership of entries listed in E-1 (Level 2)

Name of direct owner from E-1			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			

### SECTION E-3 - OWNERSHIP LEVEL 3

If there is any additional ownership for the names listed in the previous section (E-2) please provide the information below. If not, please indicate N/A (not applicable).

#### Ownership of entries listed in E-2 (Level 3)

Name of intermediary ownership from E-2			
Name of organization or individual			
Address			
Type of entity (e.g. private or public corporation, state-owned)			
Stock exchange identifier (if applicable)			
Facility security clearance (FSC) yes/no			
Percentage of ownership			
Country of jurisdiction or citizenship			



## CONTRACT SECURITY PROGRAM (CSP)

### SECTION F - JUSTIFICATION (FOR RENEWING ORGANIZATIONS)

**Add additional rows or attachments as needed**

Please provide all current procurement rationales that have security requirements - i.e. contracts, leases, RFP, RFI, ITQ, supply arrangements, standing offers, etc.

Contract, lease, SA, SO, etc. number	Client / contracting authority	Security Type & level	Expiry date (dd-mm-yyyy)

### SECTION G - CERTIFICATION AND CONSENT (ONLY AN OFFICER IDENTIFIED IN SECTION C MAY COMPLETE THIS SECTION)

I, the undersigned, as the Officer authorized by the organization, have read the Privacy Notice to this application and do hereby certify that the information contained in this application is true, complete and correct. I acknowledge and agree to comply with the responsibilities outlined in the Public Services and Procurement Canada's Contract Security Manual and consent to the collection, use and disclosure of my personal information for the purposes as described above. **I agree to notify the Contract Security Program of any changes to the organization including but not limited to: change of address, phone number, contact information, change in security officers, officers and directors, board members, partners, management / leadership team and ownership.**

Surname	Given name
Position title	Telephone number (include extension number if any)
Facsimile number	Email address
Signature	Date (dd-mm-yyyy)

### FOR USE BY THE PSPC'S CONTRACT SECURITY PROGRAM

Recommendations	
Recommended by e-signature	Approved by e-signature