



**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

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

| | |
|---|---|
| Title - Sujet IT Security/Business Continuity Sécurité des TI /continuité des activités | |
| Solicitation No. - N° de l'invitation 45045-200073/A | Date 2022-07-04 |
| Client Reference No. - N° de référence du client 000012052 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$ZM-613-41037 | |
| File No. - N° de dossier 613zm.45045-200073 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-07-25 Heure Avancée de l'Est HAE | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Pierre, Anoule | Buyer Id - Id de l'acheteur 613zm |
| Telephone No. - N° de téléphone (613) 858-8317 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

Les Terrasses de la Chaudière

10, rue Wellington, 4ième

étage/Floor

Gatineau

Québec

K1A 0S5

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

**BID SOLICITATION
FOR CONTRACTS AGAINST A SUPPLY ARRANGEMENT FOR TASK-
BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)
(TIER 2 – NCR)
FOR
IT / CYBER SECURITY
FOR
STATISTICS CANADA (SC)**

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Note to Bidders: Word versions of the following documents are available by sending a request by email to anoule.pierre@tpsgc-pwgsc.gc.ca

List of Annexes to the Resulting Contract:

Annex A, Statement of Work

- Appendix A to Annex A - Tasking Assessment Procedure
- Appendix B to Annex A - Task Authorization (TA) Form
- Appendix C to Annex A - Resources Assessment Criteria and Response Table
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List of Attachments to Part 3 (Bid Preparation Instructions):

- Attachment 3.1: Bid Submission Form
- Attachment 3.2: Electronic Payment Instruments

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

- Attachment 4.1: Mandatory Technical Criteria
- Attachment 4.2: Point-Rated Technical Criteria

List of Attachments to Part 5 (Certifications):

- Attachment 5.1: Federal Contractors Program for Employment Equity – Certification
- Attachment 5.2: Covid-19 Covid Vaccination requirement- Certification

List of Forms to Attachment 4.1: Mandatory Technical Criteria:

- Form M1-1: Reference Contract
- Form M1-2: Resource Billable Days
- Form M1-3: Resource Category Task Mapping
- Form M2: Bidder Billable Days

List of Forms to Attachment 4.2: Point-Rated Technical Criteria:

- Form R1-1: Resource Categories
- Form R2: Resources

BID SOLICITATION

**FOR CONTRACTS AGAINST A SUPPLY ARRANGEMENT FOR TASK-
BASED INFORMATICS PROFESSIONAL SERVICES (TBIPS)**

(TIER 2 – NCR)

FOR

IT / CYBER SECURITY

FOR

STATISTICS CANADA (SC)

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 Statistics Canada (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 up to two contracts, each for two years plus three one-year irrevocable options allowing Canada to extend the term of the contracts.
- (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 (CColFTA), 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) and the Canadian Free Trade Agreement (CFTA), the Canada-Ukraine Free Trade Agreement (CUFTA), the Canada-Korea Free Trade Agreement (CKFTA), and the Canada-United Kingdom Trade Continuity Agreement (Canada-UK TCA).
- (e) 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."
- (f) 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.
- (g) Bidders must use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled "Bidder Instructions, and Part 3 entitled "Bid Preparation Instructions", of the bid solicitation, for further information.
- (h) 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.
- (i) This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.
- (j) 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 EXPERIENCE | ESTIMATED NUMBER OF RESOURCES REQUIRED |
|-----|--|----------------------------|---|
| C.1 | Strategic Information Technology Security Planning and Protection Consultant | 3 | 1 |
| C.2 | Information Technology Security Methodology, Policy and Procedures Analyst | 3 | 1 |
| C.3 | Information Technology Security TRA and C&A Analyst | 2 | 8 |
| C.3 | Information Technology Security TRA and C&A Analyst | 3 | 8 |
| C.6 | Information Technology Security Engineer | 3 | 3 |
| C.7 | Information Technology Security Design Specialist | 2 | 3 |

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Amendment Number:

Buyer ID:
613zM

| | | | |
|-----|--|---|---|
| C.9 | Information Technology Security Systems Operator | 2 | 2 |
| B.4 | Business Continuity/Disaster Recovery Specialist | 3 | 1 |

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.

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 (2020-05-28) 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 of Section 08, Transmission by facsimile or by epost Connect of Standard Instructions 2003 incorporated by reference above, is deleted and replaced by the following:
 - 1. Facsimile

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

2.2 Submission of Bids

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

Note: For Bidders needing to register with epost Connect the email address is:

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

Interested Bidders must register a few days prior to bid solicitation closing date.

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

- (b) Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

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

- (a) The estimated number of resources 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.

2.7 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

(a) Epost Connect Bid Submission

- (i) Canada requires that Bidders submit their electronic bid in accordance with section 08 of the 2003 Standard Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- (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 section 08 - Transmission by facsimile or by epost Connect at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23#transmission-by-facsimile>.

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

- (c) **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.

- (d) **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>).

- (e) **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.

(f) 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) **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.
- (iii) **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 MTC1 to MTC4 of Attachment 4.1 and RTC1 to RTC4 of Attachment 4.2.
- (B) The form of question to be used to request confirmation from customer references is as follows:
- Has the Bidder provided your organization with (details of MTC1 to MTC4 and RTC1 to RTC4 to be provided to the Customer Reference)?
- 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 either the telephone number or 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 Basis of Payment provided in Annex B. 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.

Where any rate bid that does not comply with (i) and (ii) above, the Bidder will be considered non-responsive and disqualified.

- (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.

Where any rate bid that does not comply with (i) and (ii) above, the Bidder will be considered non-responsive and disqualified.

- (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.

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) 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.
- (c) 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 2 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 4 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 (2020-05-28) 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

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.

- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) 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.

- (iii) 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) **Resources Evaluated at TA Stage**

Resources will not be evaluated as part of this bid solicitation.

Resources will only be assessed after contract award once specific tasks are requested of the Contractor. After contract award, the Task Authorization process will be in accordance with Part 7 – Resulting Contract Clauses, the Article titled “Task Authorization”. When a Task Authorization Form (TA Form) is issued, the Contractor will be requested to propose a resource to satisfy the specific requirement based on the TA Form’s Statement of Work. The proposed resource will then be assessed against the criteria identified in the Contract’s Statement of Work in accordance with Appendix C of Annex A.

(d) **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 who have not, at that point, been found non-responsive.
- (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 (-) 10% of the median, and an upper median rate to a value of plus (+) 20% 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 Category | Level | Initial Contract Period Year 1 | Initial Contract Period Year 2 | 1 st Option Period Year 3 | 2 nd Option Period Year 4 | 3 rd Option Period Year 5 | Total Points |
| C.1 | Strategic Information Technology Security Planning and Protection Consultant | 3 | 25 | 25 | 25 | 25 | 25 | 125 |
| C.2 | Information Technology Security Methodology, Policy and Procedures Analyst | 3 | 25 | 25 | 25 | 25 | 25 | 125 |
| C.3 | Information Technology Security TRA and C&A Analyst | 2 | 25 | 25 | 25 | 25 | 25 | 125 |
| C.3 | Information Technology Security TRA and C&A Analyst | 3 | 25 | 25 | 25 | 25 | 25 | 125 |

| TABLE 1 – MAXIMUM POINTS ASSIGNED | | | | | | | | |
|-----------------------------------|---|-------|--------------------------------|--------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------|
| | Resource Category | Level | Initial Contract Period Year 1 | Initial Contract Period Year 2 | 1 st Option Period Year 3 | 2 nd Option Period Year 4 | 3 rd Option Period Year 5 | Total Points |
| C.6 | Information Technology Security Engineer | 3 | 25 | 25 | 25 | 25 | 25 | 125 |
| C.7 | Information Technology Security Design Specialist | 2 | 25 | 25 | 25 | 25 | 25 | 125 |
| C.9 | Information Technology Security Systems Operator | 2 | 25 | 25 | 25 | 25 | 25 | 125 |
| B.4 | Business Continuity/Disaster Recovery Specialist | 3 | 25 | 25 | 25 | 25 | 25 | 125 |
| TOTAL | | | 200 | 200 | 200 | 200 | 200 | 1000 |

(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 |
| Programmer | 150 (75 pts. per year) | \$400.00 | \$400.00 | \$420.00 | \$440.00 | \$450.00 | \$450.00 |
| Business Analyst | 100 (50 pts. per year) | \$600.00 | \$600.00 | \$600.00 | \$620.00 | \$650.00 | \$680.00 |
| Project Manager | 50 (25 pts. per year) | \$555.00 | \$580.00 | \$750.00 | \$785.00 | \$700.00 | \$735.00 |
| TOTAL | 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 \$378.00 and higher median band limit would be \$546.00. | | | | | | |
| (Median 2) | For the Programmer Resource Category, the year 2 median would be \$440.00. The lower median band limit would be \$396.00 and higher median band limit would be \$572.00. | | | | | | |
| (Median 3) | For the Business Analyst Resource Category, the year 1 median would be \$600.00. The lower median band limit would be \$540.00 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 \$558.00 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 \$630.00 and higher median band limit would be \$910.00. | | | | | | |
| (Median 6) | For the Project Manager Resource Category, the year 2 median would be \$735.00. The lower median band limit would be \$661.50 and higher median band limit would be \$955.50. | | | | | | |
| 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 = 0 points (outside the lower and higher median band limits) | |
| 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 = | 68.18 points (based on the following calculation = (Lowest rate of \$400.00 / Bidder's proposed rate of \$440.00) 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 = 23.41 points (based on the following calculation = (Lowest rate of \$735.00 / Bidder's proposed rate of \$785.00) Multiplied by 25 pts) | |
| 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 50 pts) | |
| Business Analyst Year 2 = 44.12 points (based on the following calculation = (Lowest rate of \$600.00 / Bidder's proposed rate of \$680.00) Multiplied by 50 pts) | |
| 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) | |
| STEP 3 - Financial Score: | |
| Bidder 1: | 75 + 75 + 50 + 50 + 0 + 0 = Total Financial Score of 250.00 points out of a possible 300 points |
| Bidder 2: | 71.43 + 68.18 + 50 + 48.39 + 23.33 + 23.41 = Total Financial Score of 284.74 points out of a possible 300 points |
| Bidder 3: | 66.67 + 66.67 + 46.15 + 44.12 + 25 + 25 = Total Financial Score of 273.61 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 Category | Level | Initial Contract Period Year 1 | Initial Contract Period Year 2 | 1 st Option Period Year 3 | 2 nd Option Period Year 4 | 3 rd Option Period Year 5 | Total Points |
|-----|--|-------|--------------------------------|--------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------|
| C.1 | Strategic Information Technology Security Planning and Protection Consultant | 3 | 25 | 25 | 25 | 25 | 25 | 125 |
| C.2 | Information Technology Security Methodology, Policy and Procedures Analyst | 3 | 25 | 25 | 25 | 25 | 25 | 125 |
| C.3 | Information Technology Security TRA and C&A Analyst | 2 | 25 | 25 | 25 | 25 | 25 | 125 |
| C.3 | Information Technology Security TRA and C&A Analyst | 3 | 25 | 25 | 25 | 25 | 25 | 125 |
| C.6 | Information Technology Security Engineer | 3 | 25 | 25 | 25 | 25 | 25 | 125 |
| C.7 | Information Technology Security Design Specialist | 2 | 25 | 25 | 25 | 25 | 25 | 125 |
| C.9 | Information Technology Security Systems Operator | 2 | 25 | 25 | 25 | 25 | 25 | 125 |
| B.4 | Business Continuity/Disaster Recovery Specialist | 3 | 25 | 25 | 25 | 25 | 25 | 125 |
| | TOTAL | | 200 | 200 | 200 | 200 | 200 | 1000 |

- (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 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.

4.4 Basis of Selection

(a) Evaluation of Bid – Highest Responsive Combined Rating of Technical Merit and Price

Selection Process: The following selection process will be conducted for each bid:

- (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(s) 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:

$$\frac{\text{Technical Score}}{\text{Maximum Technical Points}} \times 60 = \text{Total Technical Score}$$

(Bidders, please refer to the maximum technical points at Attachment 4.2)

- (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:

$$\frac{\text{Financial Score}}{\text{Maximum Financial Points}} \times 40 = \text{Total Financial Score}$$

(Bidders, please refer to the total maximum points at Table 1 of Part 4.3 (c))

- (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, then the bid with the highest Total Financial Score will become the top-ranked bidder.

- (b) **Contract Funding Allocation:** Where more than one contract is awarded, each contract issued will be issued with an amount of funding specified in the article titled "Limitation of Expenditure" calculated based on the following:

- (i) where two contracts are awarded, the amount of the Limitation of Expenditure of each contract will be determined in accordance with the following:

| Bidder | Total Bidder Score | Fund Allocation Formula (%) | Total Funds Allocated |
|--|--------------------|-----------------------------|-----------------------|
| 1 st ranked | 98 | $98/187 \times 100 = 52.41$ | \$5,241,000.00 |
| 2 nd ranked | 89 | $89/187 \times 100 = 47.59$ | \$4,759,000.00 |
| Total | 187 | | \$10,000,000.00 |
| Total funds available: \$10,000,000.00 | | | |

NOTE: This is an example only. Actual numbers will be determined after bid evaluation.

- (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 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) 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.

(b) 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.

(c) Covid-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, 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.

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) 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.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

- (a) _____ (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 Statistics Canada.
- (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) **Allocation of Task Authorizations:** More than one contract has been awarded for this requirement. As a result, the Task Authorizations issued under this series of contracts will be allocated in accordance with the following:
- (i) Canada will send the first draft Task Authorization to the Contractor ranked first as determined under the evaluation process in the bid solicitation that resulted in the award of this series of contracts. Subsequent TAs will be proportionally allocated, based on the percentage values determined by the Contract Fund Allocation Formula, to all Contractor's in this series of contracts.
 - (ii) The Contractor sent a draft TA will have the time set out further below under the sub-paragraph entitled "Contractor's Response to Draft Task Authorization" to respond to the SC Procurement Representative.
 - (iii) If the Contractor to whom the draft TA is first sent fails to respond on time, confirms in writing that it refuses to perform the task, or in the event that Canada determines the proposed resource(s) does not meet the minimum experience or other requirements of the category(ies) identified in the draft TA, the draft TA will then be forwarded to the next Contractor under the same allocation process. The process of sending out a draft TA to

the next Contractor under the allocation process will continue until Canada either cancels the requirement for the task or it has been validly issued to one of the Contractors. If none of the Contractors can perform the task (in accordance with all the terms and conditions of this series of contracts), Canada may acquire the required Work by other means.

- (iv) If the Contractor refuses a TA or fails to submit a valid response, the dollar value of the TA may be subtracted from the dollar value of the Contractor's contract and may be re-allocated, at the Contracting Authority's sole discretion, in whole or in part, to the other Contractor(s). This decrease will be evidenced for administrative purposes only through a contract amendment issued by the Contracting Authority (which does not require the agreement of the Contractor).
 - (v) Canada will make a reasonable effort to ensure that the dollar value of the TAs issued to the Contractors are proportionally balanced throughout the Contract Period based on the percentage values determined by the Contract Fund allocation Formula in the bid solicitation. A review of TAs issued to the Contractors will be conducted at six-month intervals and at the beginning of each fiscal year to confirm proportional utilization and distribution of the TAs.
- (c) **Assessment of Resources Proposed at TA Stage:** Processes for issuing, responding to and assessing Task Authorizations are further detailed in Appendices A, B, C and D of Annex A.
- (d) **Form and Content of Draft Task Authorization:**
- (i) Canada will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in 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) milestone dates for deliverables and payments (if applicable);
 - (H) the number of person-days of effort required;
 - (I) whether the work requires on-site activities and the location;
 - (J) the language profile of the resources required;
 - (K) the level of security clearance required of resources;
 - (L) the price payable to the Contractor for performing the task (the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting time sheets filled in at the time of the work by the individual resources to support the charges); and
 - (M) any other constraints that might affect the completion of the task.

(e) Contractor's Response to Draft Task Authorization: The Contractor must provide to the Technical Authority, within two 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.

(f) Task Authorization Limit and Authorities for Validly Issuing Task Authorizations:

- (i) To be validly issued, a TA must include the following signatures:
 - (A) for any TA, inclusive of revisions, with a value less than or equal to \$200,000.00 (excluding Applicable Taxes), the TA must be signed by:
 - (1) the Technical Authority; and
 - (2) the Contractor.
 - (B) for any TA, inclusive of revisions, with a value greater than this amount, a TA must include the following signatures:
 - (1) the Technical Authority; and
 - (2) the Contracting Authority; and
 - (3) the Contractor.

Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Client's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

(g) 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) 1st quarter: April 1 to June 30;
 - (B) 2nd quarter: July 1 to September 30;
 - (C) 3rd quarter: October 1 to December 31; and
 - (D) 4th quarter: January 1 to March 31.The data must be submitted to the Contracting Authority no later than 10 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 TAs (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 TAs; and
 - (B) the total amount, exclusive of Applicable Taxes, expended to date against all validly issued TAs.
- (h) **Refusal of Task Authorizations or Submission of a Response which is not Valid:** The Contractor is not required to submit a response to every draft TA sent to it by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor has either not responded or has not submitted a valid response in at least three instances when sent a draft TA each year, starting on the date the Contract is awarded. In addition, if any of the three instances relate to the provision of resources in a single resource category, the Contractor may not be sent future TAs for the provision of services in that resource category. For greater clarity, each draft TA, which is identifiable by its task number, will only count as one instance. A valid response is one that is submitted within the required time period set out under Appendix A to Annex A "Tasking Assessment Procedure" and meets all requirements of the draft TA issued, including proposing the required number of resources who each meet the minimum experience and other requirements of the categories identified in the draft TA at pricing not exceeding the rates set out in Annex B.
- (i) **Suspension of Eligibility for Future TAs:**
- (i) Canada may, by sending written notice to the Contractor, suspend the Contractor's eligibility for receiving TAs under the Contract for maximum period of six months or timeframe otherwise specified by Canada under any of the following circumstances:
 - (A) the Contractor is in default in carrying out any of its obligations under the contract, including paragraph 05 of General Conditions 2035 (2020-05-28), Conduct of the Work;
 - (B) Canada has documented performance issues that impact the delivery of the Work required under one or more TAs. This could include demonstrated inability to provide or maintain qualified resources, replacing resources repeatedly, or providing qualified resource replacements in a timely manner, any of which impact on the delivery of the Work;
 - (C) Canada has imposed measures on the Contractor under the Vendor Performance Corrective Measure Policy (or such similar policy that may be in place from time to time).

- (ii) Suspension of the Contractor's eligibility to receive TAs under the Contract will not affect the right of Canada to pursue other remedies or measures that may be available. It will not, on its own, affect any TA entered into before the issuance of the notice.
 - (iii) The duration of the suspension and the conditions, if applicable, which may be required by Canada to lift the suspension will be communicated in writing. The Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the performance issues. If Canada deems there are issues not addressed within the action plan, Canada may express its concerns in writing. The Contractor will have five working days from the date that the written communication is sent to deliver an action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.
- (j) **Consolidation of TAs for Administrative Purposes:** The Contract may be amended from time to time to reflect all validly issued Task Authorizations to date, to document the Work performed under those TAs for administrative purposes.

7.3 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 (2020-05-28), General Conditions - 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;

apply to and form part of the Contract.

7.5 Security Requirement

The following security requirements (SRCL #19 and related clauses provided by the Contract Security Program) as set out under Annex "B" to the Supply Arrangement, applies to and forms part of the Contract.

- (a) The Contractor must, at all times during the performance of the Contract, 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).
- (b) The Contractor personnel requiring access to **protected/classified** information, assets or sensitive work site(s) must **each** hold a valid personnel security screening at the level of **reliability status or secret** as required, granted or approved by the CSP, PWGSC.
- (c) The Contractor **must not** remove any **protected/classified** information from the identified work site(s), and the contractor/offeror must ensure that its personnel are made aware of and comply with this restriction.
- (d) Subcontracts which contain security requirements are **not** to be awarded without the prior written permission of the CSP, PWGSC.
- (e) The Contractor must comply with the provisions of the:
 - (i) Security Requirements Check List and security guide (if applicable), attached at Annex C; and
 - (ii) Industrial Security Manual (Latest Edition)

7.6 Use of Individual Protective Equipment and Occupational Health and Safety (OHS) Guidelines

- (a) The Contractor must comply with Government of Canada onsite requirements in respect of individual Protective Pieces of 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, gloves, protective shield, 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 two years 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 three additional one-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:

Anoule Pierre
Public Works and Government Services Canada
Acquisitions Program
Professional Services Procurement Directorate
10 Wellington St., 4th Floor
Les Terrasses de la Chaudière
Gatineau, Québec K1A 0S5

Telephone: 613-858-8317
E-mail address: anoule.pierre@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

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) SC Procurement Representative

The SC Procurement Representative is:

TO BE INSERTED UPON CONTRACT AWARD

The SC Procurement Representative 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 administrative aspects of the Work under the Contract, communication with PWGSC Contracting Authority on all matters concerning the Contract, procurement initiation authority, and providing PWGSC reports on Contract utilization. Technical matters may be discussed with the SC Procurement Representative; however, the SC Procurement Representative 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.

(d) Contractor's Representative

TO BE INSERTED UPON CONTRACT AWARD

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) 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.
- (iii) 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.
- (iv) 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) **Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using the following Electronic Payment Instrument:

- (i) 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.*

(e) **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.

(f) **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.
- (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.
- (g) **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 or closure of 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 or closure.
- (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 a copy of each invoice to Statistics Canada Finance Representative and a copy 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.

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 the province of 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;
- (c) General Conditions 2035 (2020-05-28), 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 – Security Classification Guide
- (g) the validly issued Task Authorizations and any required certifications (including all of their annexes, if any); and
- (h) the Contractor's bid dated _____ (**TO BE INSERTED UPON CONTRACT AWARD**), as clarified on "or" as amended _____ (**TO BE INSERTED UPON CONTRACT AWARD**), if applicable.

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 [REDACTED] and that it is comprised of the following members: *[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) [REDACTED] 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 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 TAs. 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 TAs. 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.

7.24 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.

7.25 Implementation of 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.

7.26 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](#)".

7.27 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;
- (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 20 working days to rectify the underlying problem; and
- (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.

ANNEX A
STATEMENT OF WORK

1.0 TITLE

Information Technology Security/Business Continuity

2.0 BACKGROUND

The Statistics Canada Cyber Security Division has a requirement for professional services to assist in providing, developing, improving and implementing and executing security services and functions to the department in support of organizational and government priorities. The resources will be required to apply sound risk management principles, methodologies and adhere to requirements such as GC IT Security Risk Management methodology (ITSG-33) and other Communications Security Establishment (CSE) guidelines as applicable, as well as adhering to Treasury Board Secretariat policies, directives and standards.

Statistics Canada is well under way in its implementation of its modernization agenda that will transform the agency from a traditional to a modern and flexible workplace. At its core, the transformation is about pursuing a cultural shift which focuses on the importance of an open, efficient and modern workplace, and a high-performing workforce. Part of this Modernization Program is to move towards Public Cloud, which has the potential to provide a secure and flexible means of delivering information system services and provides an alternate service delivery model which will enable Statistics Canada to support the Government of Canada digital transformation agenda.

3.0 SCOPE OF WORK

Statistics Canada has a requirement for professional services “as and when required” basis through Task Authorizations (TAs) to perform, verify, analyze, test, design, assess and monitor IT/Cyber security and business continuity activities for organizational programs, applications and systems. The resources will be required to apply sound risk management principles, methodologies and requirements such as Government of Canada Information Technology (GC IT) Security Risk Management methodology (ITSG-33) and other Communications Security Establishment (CSE) guidelines as applicable, as well as adhering to Treasury Board Secretariat policies, directives and standards.

Work to meet these requirements may include, but not be limited to, the following activities:

- Performing security assessments;
- Developing and designing IT Security reference architectures, design patterns, and requirements to integrate security activities and principles into departmental systems and projects;
- Reviewing project artifacts to confirm appropriate levels of security controls have been embedded;
- Developing reusable artifacts, tools and templates to standardize business continuity and IT Security practices within the department;
- Providing security, privacy, and business continuity management advice and guidance to clients and projects;
- Creating and updating policies, standards, directives, procedures and processes including:

- Creating and renewing cyber incident handling processes and procedures
- Performing vulnerability assessments and penetration testing activities;
- Supporting continuous monitoring activities of systems;
- Performing and renewing business impact assessments;
- Developing, implementing and reviewing business continuity plans and related artifacts and activities such as exercises and testing.

4.0 SC CORE TECHNOLOGY INFRASTRUCTURE

4.1 Statistics Canada's technology infrastructure is currently in transition from on-premises data centers in the National Capital region, towards Microsoft Azure cloud-based solutions. This infrastructure serves the needs of staff in the National Capital Region and across Canada. Statistics Canada has a diverse technological environment, and vast data holdings and data processing capabilities.

5.0 Legal Context

Sub-sections 5(2) and 5(3) of the *Statistics Act* make provision for the Minister to use the services of persons or contractors, as well as federal public servants, to carry out any function or perform work pursuant to the *Statistics Act*. Similarly, section 10 of the *Statistics Act* allows for arrangements with the government of a province or territory to use provincial/territorial officers, or their contractors, to carry out any power or duty under the Act. These persons - contractors, federal public servants or provincial or territorial officers - are deemed to be employed under the *Statistics Act* while performing this service and, therefore, **will be subsequently referred to as "deemed employees" in this directive.**

Further, the mandate of Statistics Canada, as set out in section 3 of the *Statistics Act*, includes the requirement "to collaborate with departments of government (federal, provincial and territorial) in the collection, compilation and publication of statistical information". In fulfilling its mandate and in order to provide improved statistical support to departments for policy development, Statistics Canada may need to use the services of employees of those departments to carry out statistical work that requires access to protected information.

In all cases, as deemed employees of Statistics Canada, such individuals are subject to the same penalties under the Statistics Act as are all Statistics Canada

5.1 Policy Statement

Deemed employee (i.e.: person deemed to be an employee of Statistics Canada): Any person, not currently an employee of Statistics Canada, retained to provide a service to Statistics Canada pursuant to the *Statistics Act*, for which access to information protected by the *Statistics Act* is required in order to perform the stated service.

Before being granted deemed employee status and being provided access to protected information, individuals must:

- receive approval as specified in the appropriate category A to G;
- be granted security status from Departmental Security; (Section 3)
- sign the oath/affirmation of secrecy required by the *Statistics Act*; (Section 4)

- acknowledge in writing that they have read and understood: (Section 5) subsection 17(1) and sections 30 and 34 of the Statistics Act documentation related to Statistics Canada policies, directives and practices as specified by the program (e.g., RDC Orientation Session and Researcher Guide)
- acknowledge in writing having received and read the Values and Ethics Code for the Public Sector, Statistics Canada's Code of Conduct and the Policy on Conflict of Interest and Post-Employment and disclose information by submitting a Confidential Report, if appropriate (Sections 4.3 and 5).

5.2 Oath/Affirmation of Secrecy

The oath/affirmation of secrecy pursuant to subsection 6(1) of the *Statistics Act* must be administered to individuals who are deemed to be employees before permitting access to protected information.

The oath/affirmation of secrecy pursuant to subsection 6(3) of the *Statistics Act* shall be administered in the case of incorporated contractors.

The oath/affirmation must be administered after each break in service of deemed employees or after 10 years of continuous access (i.e. for all new projects if there is no overlap in timing with a previous project for which the oath/affirmation was administered, or when security status renewal is required). One year plus a day after completion of a previous contract constitutes a break in service.

Directors are responsible for ensuring the oath/affirmation is re-administered after each break in service or after 10 years of continuous access.

"6.(1) The Chief Statistician and every person employed or deemed to be employed pursuant to this Act shall, before entering on his duties, take and subscribe the following oath or solemn affirmation:

I,, do solemnly swear (or affirm) that I will faithfully and honestly fulfil my duties as an employee of Statistics Canada in conformity with the requirements of the *Statistics Act*, and of all rules and instructions there under and that I will not without due authority in that behalf disclose or make known any matter or thing that comes to my knowledge by reason of my employment."

The oath/affirmation of secrecy pursuant to subsection 6(3) of the *Statistics Act* shall be administered in the case of **incorporated contractors**.

"6(3) Where a person retained under contract to perform special services for the Minister pursuant to this Act is a body corporate, the chief executive officer thereof and such other officers, employees and agents thereof as are used to perform the special services shall, before entering on any of the duties required under the contract, take and subscribe the following oath or solemn affirmation:

I,, do solemnly swear (or affirm) that I will faithfully and honestly fulfil my duties as an employee of (name body corporate) in respect of my employment in carrying out (identify here contract with Minister) in conformity with the requirements of the *Statistics Act*, and all rules and instructions there under and that I will not without due authority in that behalf disclose or make known any matter or thing that comes to my knowledge by reason of my employment as described therein."

6.0 TASKS

Tasks per resource category include but are not limited to::

6.1 C.1 Strategic Information Technology Security Planning and Protection Consultant (Level 3)

1. Review, analyze, and/or apply the Information Technology (IT) Security Policies, Procedures and Guidelines of International government, Federal, Provincial or Territorial government.

2. Review, analyze, and apply the best practices, national or international computer law and ethics, IT Security architecture, and IT Security Risk Management Methodology
3. Develop vision papers delineating the way ahead to ensure that IT Security and cyber protection are business enablers
4. Conduct business function analysis and business impact assessments
5. Brief senior managers
6. Provide strategic assessments on technology trends and emerging technologies
7. Provide IT Security strategic planning and advice.
8. Conduct feasibility studies, technology assessments and cost-benefit analyses, and propose system implementation plans for IT Security
9. Develop advanced R&D policy/strategy
10. Collect, collate and prioritize client IT Security and Information Infrastructure Protection requirements
11. Evaluate and assist in the selection of enterprise-wide technology tools
12. Review and prioritize IT Security and Information Infrastructure Protection programs
13. Develop strategic IT Security architecture vision, strategies and designs
14. Develop IT Security programs and service designs
15. Develop and deliver training material relevant to the resource category
16. Other related duties

6.2 C.2 Information Technology Security Methodology, Policy and Procedures Analyst (Level 3)

1. Review, analyze, and/or apply Federal, Provincial or Territorial Government IT Security methodologies, programs, policies, procedures, standards, guidelines, and IT Security Risk Management methodologies.
2. Develop IT Security standards, procedures and guidelines pursuant to the requirements of The National Security Policy, Policy on Government Security, supporting operational standards (for example, MITS), departmental/agency security policy, and other relevant standards, procedures and guidelines
3. Develop IT Security policy in the areas of IT security and assurance, standard Certification & Accreditation frameworks for IT systems, information infrastructure protection, product evaluation, privacy, Business Continuity Planning, contingency planning and Disaster Response Planning, Research & Development
4. Develop IT Security risk assessment methodologies for application to Government of Canada institutions
5. Develop and deliver training material relevant to the resource category
6. Other related duties

6.3 C.3 Information Technology Security TRA and C&A Analyst (Level 2)

1. Review, analyze, and/or apply Federal, Provincial or Territorial IT Security policies, System IT Security Certification & Accreditation processes, IT Security products, safeguards and best practices, and the IT Security risk mitigation strategies
2. Identify threats to, and vulnerabilities of operating systems (such as MS, Unix, Linux, and Novell), and wireless architectures
3. Identify personnel, technical, physical, and procedural threats to and vulnerabilities of Federal, Provincial or Territorial IT systems
4. Develop reports such as: Data security analysis, Concepts of operation, Statements of Sensitivity (SoSs), Threat assessments, Privacy Impact Assessments (PIAs), Non-technical Vulnerability Assessments, Threat and Risk assessments, Business Needs for Security, IT Security threat, vulnerability and/or risk briefings
5. Conduct Certification activities such as: Develop Security Certification Plans, Verify that security safeguards meet the applicable policies and standards, Validate the security requirements by mapping the system-specific security policy to the functional security requirements, and mapping the security requirements through the various stages of design documents, Verify that security safeguards have been implemented correctly and that assurance requirements have been met. This includes confirming that the system has been properly configured, and establishing that the safeguards meet applicable standards, Conduct security testing and evaluation (ST&E) to determine if the technical safeguards are functioning correctly, Assess the residual risk provided by the risk assessment to determine if it meets an acceptable level of risk
6. Conduct Accreditation activities such as: Review of the certification results in the design review documentation by the Accreditation Authority to ensure that the system will operate with an acceptable level of risk and that it will comply with the departmental and system security policies and standards and identify the conditions under which a system is to operate (for approval purposes). This may include the following types of approvals:
7. Developmental approval by both the Operational and the Accreditation Authorities to proceed to the next stage in an IT system's life cycle development if sensitive information is to be handled by the system during development
8. Operational written approval for the implemented IT system to operate and process sensitive information if the risk of operating the system is deemed acceptable, and if the system is in compliance with applicable security policies and standards
9. Interim approval—a temporary written approval to process sensitive information under a set of extenuating circumstances where the risk is not yet acceptable, but there is an operational necessity for the system under development
10. Develop and deliver training material relevant to the resource category
11. Other related duties

6.4 C.3 Information Technology Security TRA and C&A Analyst (Level 3)

1. Review, analyze, and/or apply Federal, Provincial or Territorial IT Security policies, System IT Security Certification & Accreditation processes, IT Security products, safeguards and best practices, and the IT Security risk mitigation strategies
2. Identify threats to, and vulnerabilities of operating systems (such as MS, Unix, Linux, and Novell), and wireless architectures

3. Identify personnel, technical, physical, and procedural threats to and vulnerabilities of Federal, Provincial or Territorial IT systems
4. Develop reports such as: Data security analysis, Concepts of operation, Statements of Sensitivity (SoSs), Threat assessments, Privacy Impact Assessments (PIAs), Non-technical Vulnerability Assessments, Threat and Risk assessments, Business Needs for Security, IT Security threat, vulnerability and/or risk briefings
5. Conduct Certification activities such as: Develop Security Certification Plans, Verify that security safeguards meet the applicable policies and standards, Validate the security requirements by mapping the system-specific security policy to the functional security requirements, and mapping the security requirements through the various stages of design documents, Verify that security safeguards have been implemented correctly and that assurance requirements have been met. This includes confirming that the system has been properly configured, and establishing that the safeguards meet applicable standards, Conduct security testing and evaluation (ST&E) to determine if the technical safeguards are functioning correctly, Assess the residual risk provided by the risk assessment to determine if it meets an acceptable level of risk
6. Conduct Accreditation activities such as: Review of the certification results in the design review documentation by the Accreditation Authority to ensure that the system will operate with an acceptable level of risk and that it will comply with the departmental and system security policies and standards and identify the conditions under which a system is to operate (for approval purposes). This may include the following types of approvals:
7. Developmental approval by both the Operational and the Accreditation Authorities to proceed to the next stage in an IT system's life cycle development if sensitive information is to be handled by the system during development
8. Operational written approval for the implemented IT system to operate and process sensitive information if the risk of operating the system is deemed acceptable, and if the system is in compliance with applicable security policies and standards
9. Interim approval—a temporary written approval to process sensitive information under a set of extenuating circumstances where the risk is not yet acceptable, but there is an operational necessity for the system under development
10. Develop and deliver training material relevant to the resource category
11. Other related duties

6.5 C.6 Information Technology Security Engineer (Level 3)

1. Review, analyze and/or apply:
 - Directory Standards such as X.400, X.500, and SMTP
 - Operating Systems such as MS, Unix, Linux, and Novell
 - Networking Protocols such as HTTP, FTP, and Telnet
 - Secure IT architectures fundamentals, standards, communications and security protocols such as IPSec, IPv6, SSL, and SSH
 - IT Security protocols at all layers of the Open Systems Interconnection (OSI) and Transmission Control
 - Protocol/Internet Protocol (TCP/IP) stacks

- Domain Name Services (DNS) and Network Time Protocols (NTP)
 - Network routers, multiplexers and switches
 - Application, host and/or Network hardening and security best practices such as shell scripting, service identification, and access control
 - Intrusion detection/prevention systems, malicious code defence, file integrity, Enterprise Security Management and/or firewalls
 - Wireless technology
 - Cryptographic Algorithms
2. Identify the technical threats to, and vulnerabilities of, networks
 3. Manage the IT Security configuration
 4. Analyze IT Security tools and techniques
 5. Analyze the security data and provide advisories and reports
 6. Analyze IT Security statistics
 7. Prepare technical reports such as IT Security Solutions option analysis and implementation plans
 8. Provide Independent Verification and Validation (IV&V) support to IT Security related projects including:
 - IT Security audits, including applicable reports, presentations and other documentation,
 - Review of contingency plans, Business Continuity Plans and Disaster Response Plans
 - Design/development and conduct IT Security protocols tests and exercises
 - Project oversight
 9. Develop and deliver training material relevant to the resource category
 10. Other related duties

6.6 C.7 Information Technology Security Design Specialist (Level 2)

1. Review, analyze, and/or apply: Architectural methods, frameworks, and models such as TOGAF, US government FEAP, Canadian government BTEP and GSRM, Zachman, UMM
2. Review, analyze, and/or apply a broad range of security technologies including multiple types of systems and applications architectures, and multiple hardware and software platforms, including:
 - Directory Standards such as X.400, X.500, and SMTP
 - Operating Systems such as MS, Unix, Linux, and Novell
 - Networking Protocols (for example, HTTP, FTP, Telnet)
 - Network routers, multiplexers and switches
 - Domain Name Services (DNS) and Network Time Protocols (NTP)
3. Review, analyze, and/or apply Secure IT architectures, standards, communications, and security protocols such as IPSec, SSL, SSH, S-MIME, HTTPS

4. Review, analyze, and/or apply IT Security protocols at all layers of the Open Systems Interconnection (OSI) and Transmission Control Protocol/Internet Protocol (TCP/IP) stacks
5. Review, analyze, and/or apply The significance and implications of market and technology trends in order to apply them within architecture roadmaps and solution designs. (examples: web services security, incident management, identity management)
6. Review, analyze, and/or apply Best practices and standards related to the concept of network zoning and defence in-depth principles
7. Review, analyze, and/or apply IT Security protocols at all layers of the Open Systems Interconnection (OSI) and Transmission Control Protocol/Internet Protocol (TCP/IP) stacks
8. Analyze IT Security statistics, tools and techniques
9. Analyze security data and provide advisories and reports
10. Prepare technical reports such as requirement analysis, options analysis, technical architecture documents, mathematical risk modeling
11. Brief senior managers
12. Security architecture design and engineering support
13. Conduct data security designation/classification studies
14. Prepare tailored IT Security alerts and advisories from open and closed sources Complete tasks directly supporting the departmental IT Security and Cyber Protection Program
15. Develop and deliver training material relevant to the resource category
16. Other related duties

6.7 C.9 Information Technology Security Systems Operator (Level 2)

1. Review, analyze, and/or apply Federal, Provincial or Territorial IT Security policies, System IT Security Certification & Accreditation processes, IT Security products, safeguards and best practices, and the IT Security risk mitigation strategies
2. Identify threats to, and vulnerabilities of operating systems (such as MS, Unix, Linux, and Novell), and wireless architectures
3. Identify personnel, technical, physical, and procedural threats to and vulnerabilities of Federal, Provincial or Territorial IT systems
4. Develop reports such as: Data security analysis, Concepts of operation, Statements of Sensitivity (SoSs), Threat assessments, Privacy Impact Assessments (PIAs), Non-technical Vulnerability Assessments, Risk assessments, IT Security threat, vulnerability and/or risk briefings
5. Conduct Certification activities such as: Develop Security Certification Plans, Verify that security safeguards meet the applicable policies and standards, Validate the security requirements by mapping the system-specific security policy to the functional security requirements, and mapping the security requirements through the various stages of design documents, Verify that security safeguards have been implemented correctly and that assurance requirement have been met. This includes confirming that the system has been properly configured, and establishing that the safeguards meet applicable standards, Conduct security testing and evaluation (ST&E) to determine if the technical safeguards are functioning correctly, Assess the residual risk provided by the risk assessment to determine if it meets an acceptable level of risk

6. Conduct Accreditation activities such as: Review of the certification results in the design review documentation by the Accreditation Authority to ensure that the system will operate with an acceptable level of risk and that it will comply with the departmental and system security policies and standards and identify the conditions under which a system is to operate (for approval purposes). This may include the following types of approvals:
7. Developmental approval by both the Operational and the Accreditation Authorities to proceed to the next stage in an IT system's life cycle development if sensitive information is to be handled by the system during development
8. Operational written approval for the implemented IT system to operate and process sensitive information if the risk of operating the system is deemed acceptable, and if the system is in compliance with applicable security policies and standards
9. Interim approval—a temporary written approval to process sensitive information under a set of extenuating circumstances where the risk is not yet acceptable, but there is an operational necessity for the system under development
10. Develop and deliver training material relevant to the resource category
11. Other related duties

6.8 B.4 Business Continuity/Disaster Recovery Specialist (Level 3)

1. Review, analyze, and/or apply Federal, Provincial or Territorial IT Security policies, System IT Security Certification & Accreditation processes, IT Security products, safeguards and best practices, and the IT Security risk mitigation strategies
2. Identify threats to, and vulnerabilities of operating systems (such as MS, Unix, Linux, and Novell), and wireless architectures
3. Identify personnel, technical, physical, and procedural threats to and vulnerabilities of Federal, Provincial or Territorial IT systems
4. Develop reports such as: Data security analysis, Concepts of operation, Statements of Sensitivity (SoSs), Threat assessments, Privacy Impact Assessments (PIAs), Non-technical Vulnerability Assessments, Risk assessments, IT Security threat, vulnerability and/or risk briefings.
5. Conduct Certification activities such as: Develop Security Certification Plans, Verify that security safeguards meet the applicable policies and standards, Validate the security requirements by mapping the system-specific security policy to the functional security requirements, and mapping the security requirements through the various stages of design documents, Verify that security safeguards have been implemented correctly and that assurance requirement have been met. This includes confirming that the system has been properly configured, and establishing that the safeguards meet applicable standards, Conduct security testing and evaluation (ST&E) to determine if the technical safeguards are functioning correctly, Assess the residual risk provided by the risk assessment to determine if it meets an acceptable level of risk
6. Conduct Accreditation activities such as: Review of the certification results in the design review documentation by the Accreditation Authority to ensure that the system will operate with an acceptable level of risk and that it will comply with the departmental and system security policies and standards and identify the conditions under which a system is to operate (for approval purposes). This may include the following types of approvals:

Developmental approval by both the Operational and the Accreditation Authorities to proceed to the next stage in an IT system's life cycle development if sensitive information is to be handled by the system during development;

Operational written approval for the implemented IT system to operate and process sensitive information if the risk of operating the system is deemed acceptable, and if the system is in compliance with applicable security policies and standards;

Interim approval—a temporary written approval to process sensitive information under a set of extenuating circumstances where the risk is not yet acceptable, but there is an operational necessity for the system under development

7. Develop and deliver training material relevant to the resource category
8. Other related duties

7.0 DELIVERABLES

The deliverables for all resource categories listed in this SOW may include, but are not limited to:

- Written documents and individual and group training for transfer of functional knowledge.
- Weekly status report submitted by each resource in the format specified in each TA.
- Monthly Progress Report submitted by the Contractor. At a minimum, progress reports shall contain the following information:
 - All activities performed by the Contractor(s) during the period;
 - Status of all action/decision items, as well as a list of outstanding activities;
 - A description of any problems encountered which are likely to require the attention of the Technical Authority, and any recommendations relating to the conduct of the work;
 - Current milestones with planned dates, progress since last report, issues encountered, and next steps;

The schedule, format and content of each deliverable will be specified in each TA.

Documentation of deliverables shall be in hard copy format and electronic copy format using Microsoft (MS) Office suite of products, or as specified in each TA.

Each Task Authorization will identify specific tasks.

8.0 REPORTING REQUIREMENTS

Each Task Authorization will identify the specific reporting requirements the Contractor will be expected to produce and meet.

Progress Reports must be submitted to the Technical Authority by email.

Unclassified and Protected-A documents can be submitted by email within the GC email system.

Protected-B documents must be encrypted using GC-approved encryption means as prescribed by the

Technical Authority then can be submitted within the GC email system. Secret documents (if applicable) must include one hard copy and one copy in electronic format in a suitable encrypted method and shall be hand delivered to the Technical Authority.

Electronic copy of the deliverables must be editable in Microsoft Office Suite (e.g., Word, Excel,

PowerPoint and Visio) version 2007 or newer.

9.0 METHOD AND SOURCE OF ACCEPTANCE

The Contractor must provide the deliverables (in draft, final or both forms) to the Technical Authority or their representative as specified in each TA. The scope and specific content of each deliverable will be submitted to the Technical Authority for review and to determine acceptance.

The final copies of the deliverables must incorporate the comments received and changes requested by the Technical Authority or their representative and will be delivered on or before the end date specified in each TA.

10.0 SPECIFICATIONS AND STANDARDS

The TA will specify any applicable specifications and standards such as but not limited to:

- a)keep all documents and proprietary information confidential;
- b)return all materials belonging to Statistics Canada (SC) upon completion of the Contract;
- c)submit all written reports in hard copy and electronic Microsoft Office Word or Corel WordPerfect format;
- d)attend meeting with stakeholders, if necessary;
- e)participate in teleconferences, as needed;
- f)attend meeting at SC sites, if required; and/or,
- g)maintain all documentation in a secure area.

11.0 SUPPORT PROVIDED BY CANADA

- a)access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.
- b)access to facilities and equipment (i.e. a workstation with a computer and associated equipment, telephone, etc.)
- c)access to a staff member who will be available to coordinate activities
- d)provide comments on draft reports within five (5 working days) and/or,
- e)provide other assistance or support.

12.0 LOCATION OF WORK

The work shall be conducted on site Statistics Canada's facilities in the National Capital Region (NCR) or connecting remotely using Statistics Canada provisioned hardware and software. All personnel must be located within the geographical boundaries of Canada.

- (a) There is no requirement to work from Statistics Canada facilities, but if the contractor does work on site, the Contractor shall be responsible for all costs related to its own personal expenses (eg. Travel and associated costs between the Contractors business facility or home and Statistics Canada's facilities) within the NCR.

13.0 LANGUAGE OF WORK

Contractor personnel must be fluent in the English language. Contractor personnel must be able to communicate orally and in writing in English without any assistance and with minimal errors. Specific requirements for Contractor personnel to be fluent in the English language will be detailed in each Task Authorization.

14.0 OPERATIONAL WORKING HOURS

- 14.1 Operational working hours will be from 07:00 to 18:00 Monday through Friday where the Contractor's resources will be expected to work 7.5 hours each day between those hours. The Contractor may be required to provide operational resources, such as those working in a Security Operations Center, that are available on evenings, weekends and/or holidays. Any time worked over the number of billable hours/days in a month must be pre-approved by the Technical Authority.

15.0 ACCESSIBILITY

SC has considered accessibility as part of this procurement as per the Treasury Board of Canada Secretariat Guideline on Making Information Technology Usable by All.

<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32620§ion=html>

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 in accordance with the allocation methodology stated in the Contract Article titled "Allocation of Task Authorizations". Once a draft TA Form is received, the Contractor must submit to the SC Procurement Representative 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 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. A mandatory criterion will not be 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 a mandatory criterion be 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. Knowledge Testing: The Contractor's resource(s) that is submitted with the draft TA and evaluated may be required to attend a mandatory knowledge test at the Client's location. This knowledge test will be related to the mandatory criteria detailed in Appendix C of Annex A and the essential technology requirements in Appendix B of Annex A. The resource(s) must pass the knowledge test in order for the Contractor to be deemed responsive. If the Contractor's resource(s) does not pass the mandatory knowledge test, the Contractor will be deemed non-responsive and the evaluation will proceed to the next Contractor. This process will continue until a responsive Contractor is determined. Should all Contractors be deemed non-responsive, Canada reserves the right to use other methods of supply.
7. 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 | |
|---|--------------|
| Contractor: | Contract No. |
| Task Authorization No.: | Date: |
| | Amendment #: |
| 1. STATEMENT OF WORK (WORK ACTIVITIES, CERTIFICATIONS AND DELIVERABLES) | |
| BACKGROUND | |
| TASKS | |
| DELIVERABLES | |
| RESOURCE ESSENTIAL TECHNOLOGY REQUIREMENT(S) | |
| <input type="checkbox"/> (To be identified in TA) <input type="checkbox"/> (To be identified in TA) <input type="checkbox"/> (To be identified in TA) <input type="checkbox"/> (To be identified in TA) <input type="checkbox"/> (To be identified in TA) | |
| SC Procurement Representative: Email: | |
| The SC Procurement Representative (or delegated representative) is responsible for the management of this TA. Any changes to the TA must be authorized in writing by the SC Procurement Representative and the Contracting Authority when applicable. The Contractor is not to perform work in excess of or outside the scope of this TA based on verbal or written requests or instructions from any government personnel other than the aforementioned officer. | |
| <u>PLEASE SEND INVOICES TO:</u> | |
| The Technical Authority: Email: | |
| The Technical Authority (or delegated representative) is responsible for all matters concerning the technical content of the Work under this TA. Any proposed changes to the scope of the Work are to be discussed with the Technical Authority, but any resulting change is only effective and enforceable if a written TA amendment is issued by the SC Procurement Representative or the PWGSC Contracting Authority. | |

| | | | | |
|---|--|----------------------|----------------------------|-------------------|
| 2. PERIOD OF SERVICES: | FROM (DATE): | To (DATE): | | |
| 3. WORK LOCATION: | | | | |
| 4. TRAVEL REQUIREMENTS: | | | | |
| 5. LANGUAGE REQUIREMENTS: | | | | |
| 6. LEVEL OF SECURITY CLEARANCE REQUIRED | | | | |
| 7. COST | | | | |
| CATEGORY | NAME OF RESOURCE | PER DIEM RATE | ESTIMATED # OF DAYS | TOTAL COST |
| | | | | \$ |
| | | | | |
| | ESTIMATED COST | | | \$ |
| | APPLICABLE TAXES | | | \$ |
| | TOTAL | | | \$ |
| 8 SIGNATURES | | | | |
| Technical Authority: | Signature: | | Date: | |
| SC Procurement Representative: | Signature: | | Date: | |
| Contracting Authority: | Signature: | | Date: | |
| Check Either Option | | | | |
| ___ The Contractor hereby accepts this task authorization | | | | |
| ___ The Contractor does not accept this task authorization | | | | |
| _____ | | | | |
| — | | | | |
| Name of Contractor authorized to sign (type or print): | Title of Contractor authorized to sign (type or print): | | Date: | |
| Signature: | | | | |

APPENDIX C TO ANNEX A

RESOURCES ASSESSMENT CRITERIA AND RESPONSE TABLE

APPLICATION/SOFTWARE ARCHITECT SERVICES

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.

Resource Mandatory Requirements

1. C.1 Strategic Information Technology Security Planning and Protection Consultant, Level 3

| Criteria | Mandatory Requirement | Contractor's Response (Cross Reference to Résumé) | Met / Not Met |
|----------|--|--|---------------|
| RM1 | <p>The Contractor must clearly demonstrate that the proposed resource has a minimum of ten (10) years of combined experience in the last twelve (12) years prior to TA issuance date in the development of IT security policies, procedures, security program improvement plans, enterprise risk management methodologies in at least two (2) of the following areas:</p> <ul style="list-style-type: none"> • Development of IT Security program improvement plans • Development and implementation of enterprise IT Security Risk Management Methodologies in a governmental or large organization <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months.</p> | | |
| RM2 | <p>The Contractor must clearly demonstrate that the proposed resource has demonstrated experience in at least two (2) projects in the development of security program improvement plans, and enterprise risk management methodologies for a large Government (Federal, Provincial, Territorial, Municipal, or Crown Corporation) client or a large commercial client. Large is defined as an</p> | | |

| | | | |
|--|---|--|--|
| | <p>organization with 5,000 employees or more distributed nation-wide or internationally.</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration and performed within the last five (5) years prior to the TA issuance date.</p> | | |
|--|---|--|--|

2. C.2 IT Security Methodology, Policy and Procedures Analyst, Level 3

| Criteria | Mandatory Requirement | Demonstrated Experience | |
|------------|---|-------------------------|--|
| RM1 | <p>The Contractor must clearly demonstrate that the proposed resource has a minimum of ten (10) years of combined experience in the last twelve (12) years prior to TA issuance date in the development of IT security methodologies, IT security policies and/or procedures, or IT standards and/or guidelines in at least two (2) of the following areas:</p> <ul style="list-style-type: none"> i. Cloud security ii. Security and Risk Management iii. Endpoint Security iv. Communications & Network Security v. Identity & Access Management <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months.</p> | | |
| RM2 | <p>The Contractor must clearly demonstrate that the proposed resource has demonstrated experience in at least two (2) projects in developing IT security policy or related policy instruments for a large Government (Federal, Provincial, Territorial, Municipal, or Crown Corporation) client or a large commercial client. Large is defined as an organization with 5,000 employees or more distributed nation-wide or internationally.</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration and performed within the last five (5) years prior to the TA issuance date.</p> | | |

3. C.3 IT Security TRA and C&A Analyst (Level 2)

| Criteria | Mandatory Requirement | Demonstrated Experience | |
|------------|--|-------------------------|--|
| RM1 | <p>The Contractor must clearly demonstrate that the proposed resource has a minimum of five (5) years of combined experience in the last eight (8) years prior to TA issuance date in performing IT Security Threat Risk Analysis (TRA) and/or Certification and Accreditation or</p> <p>Security Assessment and Authorization (SA&A).</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration.</p> | | |
| RM2 | <p>The Contractor must clearly demonstrate that the proposed resource has a minimum of five (5) years of demonstrated experience in the last eight (8) years prior to TA issuance date in the assessment of applied IT security controls, or the evaluation of threats and risks, or the interpretation and application of ITSG-33 IT Security Risk Management Framework, for complex*, enterprise-wide applications or information system.</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration.</p> <p>* Complex is defined as a group of interacting, interrelated systems.</p> | | |

4. C.3 IT Security TRA and C&A Analyst (Level 3)

| Criteria | Mandatory Requirement | Demonstrated Experience | |
|------------|--|-------------------------|--|
| RM1 | <p>The Contractor must clearly demonstrate that the proposed resource has a minimum of ten (10) years of combined experience in the last twelve (12) years prior to TA issuance date in performing IT Security Threat Risk Analysis (TRA) and/or Certification and Accreditation or</p> <p>Security Assessment and Authorization (SA&A).</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration.</p> | | |

| | | | |
|------------|--|--|--|
| | | | |
| RM2 | <p>The Contractor must clearly demonstrate that the proposed resource has a minimum of ten (10) years of demonstrated experience in the last twelve (12) years prior to TA issuance date in the assessment of applied IT security controls, or the evaluation of threats and risks, or the interpretation and application of ITSG-33 IT Security Risk Management Framework, for complex*, enterprise-wide applications or information system.</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration.</p> <p>* Complex is defined as a group of interacting, interrelated systems.</p> | | |

5. C.6 Information Technology Security Engineer, Level 3

| Criteria | Mandatory Requirement | Demonstrated Experience | |
|------------|---|-------------------------|--|
| RM1 | The Contractor must demonstrate that the proposed resource has a minimum of five years' experience, within the last ten years, in building and designing secure networks that adhere to NIST 800:52, ITSG-22 and 33, 38 standards, design considerations and control sets | | |
| RM2 | The Contractor must demonstrate that the proposed resource has a minimum of three years' experience, in the last seven, architecting networks and related solutions at the "Protected B" level or above | | |
| RM3 | <p>The Contractor must clearly demonstrate that the proposed resource has demonstrated combined experience in at least two (2) projects, having developed</p> <p>at least three (3) of the following types of system engineering artifacts:</p> <ul style="list-style-type: none"> a) Network and Security Architecture documents; b) System Requirements Specifications; | | |

| | | | |
|--|---|--|--|
| | <p>c) System Design Specifications; d) System Implementation Plans;</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration.</p> | | |
|--|---|--|--|

6. C.7 IT Security Design Specialist, Level 2

| Criteria | Mandatory Requirement | Demonstrated Experience | |
|------------|--|-------------------------|--|
| RM1 | <p>The Contractor must clearly demonstrate that the proposed resource has a minimum of five (5) years of combined experience in the last eight (8) years prior to the TA issuance date, planning, developing and implementing IT security architectures or IT security designs for complex*, enterprise-wide applications or information system, in at least two (2) of the following areas:</p> <ul style="list-style-type: none"> i. Cloud security ii. Security and Risk Management iii. Endpoint Security iv. Communications & Network Security v. Identity & Access Management vi. Security Operations vii. Software Development and Application Security <p>* Complex is defined as a group of interacting, interrelated systems.</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration.</p> | | |
| RM2 | <p>The Contractor must clearly demonstrate that the proposed resource has a minimum of three (3) years of demonstrated experience in the last six (6) years prior to TA issuance date with the development and delivery of IT security strategies, white papers, standards, solutions/proposals to solving IT and security problems affecting multiple stakeholders and security architectures.</p> | | |

| | | | |
|------------|--|--|--|
| | To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration. | | |
| RM3 | <p>The Contractor must clearly demonstrate that the proposed resource has demonstrated combined experience in at least two (2) projects, having developed</p> <p>at least three (3) of the following types of system engineering artifacts:</p> <ul style="list-style-type: none"> a) Architecture documents; b) System Requirements Specifications; c) System Design Specifications; d) Build / Configuration documents; e) Concept of Operations (ConOps); f) System Implementation Plans; g) Test Plans/Test Reports; and h) Life Cycle Support Plans <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration.</p> | | |

7. C.9 Information Technology Security Systems Operator, Level 2

| Criteria | Mandatory Requirement | Demonstrated Experience | |
|------------|---|-------------------------|--|
| RM1 | <p>The Contractor must clearly demonstrate that the proposed resource has a minimum of five (5) years of combined experience in the last eight (8) years prior to the TA issuance date, in supporting IT operational activities for complex*, enterprise-wide applications or information system, in at least three (3) of the following areas:</p> <ul style="list-style-type: none"> i. Cloud security ii. Endpoint Security iii. Identity & Access Management iv. Security Operations v. Operation System hardening vi. Intrusion detection vii. Network hardening viii. Firewall configuration <p>* Complex is defined as a group of interacting, interrelated systems.</p> | | |

| | | | |
|------------|--|--|--|
| | To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration. | | |
| RM2 | The Contractor must clearly demonstrate that the proposed resource has a minimum of three (3) years of demonstrated experience in the last six (6) years prior to TA issuance date with the development and delivery of IT security Standard Operation Procedures (SOPs) To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration. | | |
| RM3 | The Contractor must clearly demonstrate that the proposed resource has demonstrated experience in at least two (2) projects in supporting IT security operations for a large Government (Federal, Provincial, Territorial, Municipal, or Crown Corporation) client or a large commercial client. Large is defined as an organization with 5,000 employees or more distributed nation-wide or internationally. To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration and performed within the last five (5) years prior to the TA issuance date. | | |

8. B.4 Business Continuity/Disaster Recovery Specialist, Level 3

| Criteria | Mandatory Requirement | Demonstrated Experience | |
|------------|---|-------------------------|--|
| RM1 | The Contractor must clearly demonstrate that the proposed resource has a minimum of ten (10) years of experience in the past twelve (12) years prior to the TA issuance date in providing Business Continuity Planning, Business Continuity Management, IT Disaster Recovery, IT Continuity and IT Sustainability services. | | |
| RM2 | The Contractor must clearly demonstrate that the proposed resource has experience working as a Business Continuity/Disaster Recovery specialist on a minimum of three (3) security related projects for a **large Government (Federal, Provincial, Territorial, Municipal, or Crown Corporation) client | | |

| | | | |
|--|---|--|--|
| | <p>or a **large commercial client, performing at least three (3) of the following tasks across the referenced projects:</p> <ul style="list-style-type: none"> • Developing and implementing business and technology continuity plans • Developing technology and business continuity and disruption recovery strategies • Developing crisis communication planning strategies • Identifying past and potential impact resulting from disruptions • Developing techniques to identify and evaluate potential disruptions • Developing and implementing backup, replication and redundancy strategies as required • Developing awareness, training, and communication programs with both internal staff and other stakeholders • Establishing coordination activities with internal and external stakeholders and establishing actual and potential dependencies • Developing and implementing monitoring activities and performance management <p>**Large is defined as an organization with 5,000 employees or more distributed nation-wide or internationally.</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration.</p> | | |
|--|---|--|--|

Resource Rated Requirements

1. **C.1 Strategic Information Technology Security Planning and Protection Consultant, Level 3**

| Criteria | Rated Requirement | Demonstrated Experience | Max Available Points | Points Received |
|----------|---|--|----------------------|-----------------|
| RR1 | The Contractor should demonstrate the proposed resource’s experience above the minimum required under RM1 for this resource category. | 1 year = 2 point 2 years = 4 points 3 years = 6 points | 10 | |

| | | | | |
|------------|---|---|----|--|
| | | 4 years = 8 points 5 or more years = 10 points | | |
| RR2 | The Contractor should demonstrate the proposed resource’s project experience in the development of security program improvement plans, and enterprise risk management methodologies. To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration. | 0 projects = 0 points 1 project = 2 points 2 projects = 4 points 3 projects = 6 points 4 projects = 10 points 5 projects = 15 points 6 or more projects = 20 points | 20 | |
| RR3 | The Contractor should demonstrate that the proposed resource holds a current and valid ICS2 Certified Information System Security Professional (CISSP) Certification. A copy of the certification must be provided with the proposal. | No certification = 0 points CISSP Certification = 5 points | 5 | |
| RR4 | The Contractor should demonstrate that the proposed resource holds one or more of the following certifications: <ul style="list-style-type: none"> • Certified Information Security Manager (CISM) • Certified Information Systems Auditor (CISA) • Certified in Risk and Information Systems Control (CRISC) • Information Systems Security Architecture Professional (ISSAP) • GIAC (Global Information Assurance Certification) • SABSA Chartered Security Architect Foundation (SCF) or higher | 0 certifications = 0 points 1 certification = 2 points 2-3 certifications = 5 points 4 or more certifications = 10 points | 10 | |

| | | | | |
|--------------------------------|--|--|-----------|--|
| | <ul style="list-style-type: none"> The Open Group Architecture Framework (TOGAF) <p>A copy of the certification must be provided with the proposal.</p> | | | |
| Maximum Points | | | 45 | |
| Minimum Required Points | | | 23 | |
| Total Points Received | | | | |

2. C.2 IT Security Methodology, Policy and Procedures Analyst, Level 3

| Criteria | Rated Requirement | Demonstrated Experience | Max Available Points | Points Received |
|------------|--|---|----------------------|-----------------|
| RR1 | The Contractor should demonstrate the proposed resource's experience above the minimum required under RM1 for this resource category. | 1 year = 2 point 2 years = 4 points 3 years = 6 points 4 years = 8 points 5 or more years = 10 points | 10 | |
| RR2 | The Contractor should demonstrate the proposed resource's project experience in the development of IT security methodologies, IT security policies and/or procedures, or IT standards. To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration. | 0 projects = 0 points 1 project = 2 points 2 projects = 4 points 3 projects = 6 points 4 projects = 10 points 5 projects = 15 points 6 or more projects = 20 points | 20 | |
| RR3 | The Contractor should demonstrate that the proposed resource holds a current and valid ICS2 Certified Information System Security Professional (CISSP) Certification. | No certification = 0 points CISSP Certification = 5 points | 5 | |

| | | | | |
|--------------------------------|--|---|-----------|--|
| | A copy of the certification must be provided with the proposal. | | | |
| RR4 | <p>The Contractor should demonstrate that the proposed resource holds one or more of the following certifications:</p> <ul style="list-style-type: none"> • Certified Cloud Security Professional (CCSP) • Certified Information Security Manager (CISM) • Certified Information Systems Auditor (CISA) • Certified in Risk and Information Systems Control (CRISC) • Certified Cyber Forensics Professional (CCFP) • Systems Security Certified Professional (SSCP) • Information Technology Infrastructure Library (ITIL) • Information Systems Security Architecture Professional (ISSAP) • GIAC (Global Information Assurance Certification) • SABSA Chartered Security Architect Foundation (SCF) or higher • The Open Group Architecture Framework (TOGAF) <p>A copy of the certification must be provided with the proposal.</p> | <p>0 certifications = 0 points</p> <p>1 certification = 2 points</p> <p>2-3 certifications = 5 points</p> <p>4 or more certifications = 10 points</p> | 10 | |
| Maximum Points | | | 45 | |
| Minimum Required Points | | | 23 | |
| Total Points Received | | | | |

3. C.3 IT Security TRA and C&A Analyst (Level 2)

| Criteria | Rated Requirement | Demonstrated Experience | Max Available Points | Points Received |
|----------|---|---|----------------------|-----------------|
| RR1 | The Contractor should demonstrate the proposed resource's experience above the minimum required under RM1 for this resource category. | 1 year = 2 point 2 years = 4 points 3 years = 6 points 4 years = 8 points 5 or more years = 10 points | 10 | |
| RR2 | The Contractor should demonstrate that the proposed resource has experience developing and documenting information system security assurance processes, guidance, or policies for a **large Government (Federal, Provincial, Territorial, Municipal, or Crown Corporation) client or a **large commercial client. **Large is defined as an organization with 5,000 employees or more distributed nation-wide or internationally. To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration. | 0 projects = 0 points 1 project = 2 points 2 projects = 4 points 3 projects = 6 points 4 projects = 10 points 5 projects = 15 points 6 or more projects = 20 points | 20 | |
| RR3 | The Contractor should demonstrate that the proposed resource has recent (within last eight (7) years prior to TA issuance date) project experience validating the following: 1. IT security controls (ITSG-33 based) and applicable safeguards 2. Assessment of mitigation strategies | 1 project – 5 points 2 projects – 8 points 3 projects – 11 points 4 projects – 15 points | 15 | |

| | | | | |
|------------|---|---|----|--|
| | <p>3. Assessment of residual risk</p> <p>A maximum of four (4) projects is to be submitted. If more than four (4) projects are submitted, only the first four (4) projects will be evaluated.</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration</p> | | | |
| RR4 | <p>The Contractor should demonstrate that the proposed resource holds a current and valid ICS2 Certified Information System Security Professional (CISSP) Certification.</p> <p>A copy of the certification must be provided with the proposal.</p> | <p>No certification = 0 points</p> <p>CISSP Certification = 10 points</p> | 10 | |
| RR5 | <p>The Contractor should demonstrate that the proposed resource holds one or more of the following certifications:</p> <ul style="list-style-type: none"> • Certified Cloud Security Professional (CCSP) • Certified Information Security Manager (CISM) • Certified Information Systems Auditor (CISA) • Certified in Risk and Information Systems Control (CRISC) • Certified Cyber Forensics Professional (CCFP) • Systems Security Certified Professional (SSCP) • Information Technology Infrastructure Library (ITIL) • Information Systems Security Architecture Professional (ISSAP) • CompTIA Security+ • SABSA Chartered Security Architect • Foundation (SCF) or higher | <p>0 certifications = 0 points</p> <p>1 certification = 2 points</p> <p>2-3 certifications = 5 points</p> <p>4 or more certifications = 10 points</p> | 10 | |

| | | | | |
|--|---|--------------------------------|-----------|--|
| | A copy of the certification must be provided with the proposal. | | | |
| | | Maximum Points | 65 | |
| | | Minimum Required Points | 35 | |
| | | Total Points Received | | |

4. C.3 IT Security TRA and C&A Analyst (Level 3)

| Criteria | Rated Requirement | Demonstrated Experience | Max Available Points | Points Received |
|------------|---|---|----------------------|-----------------|
| RR1 | The Contractor should demonstrate the proposed resource's experience above the minimum required under RM1 for this resource category. | 1 year = 2 point 2 years = 4 points 3 years = 6 points 4 years = 8 points 5 or more years = 10 points | 10 | |
| RR2 | The Contractor should demonstrate that the proposed resource has experience developing and documenting information system security assurance processes, guidance, or policies for a **large Government (Federal, Provincial, Territorial, Municipal, or Crown Corporation) client or a **large commercial client. **Large is defined as an organization with 5,000 employees or more distributed nation-wide or internationally. To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration. | 0 projects = 0 points 1 project = 2 points 2 projects = 4 points 3 projects = 7 points 5 or more projects = 10 points | 10 | |

| | | | | |
|-------------------|--|--|-----------|--|
| <p>RR3</p> | <p>The Contractor should demonstrate that the proposed resource has recent (within last seven (7) years prior to TA issuance date) project experience validating the following:</p> <ol style="list-style-type: none"> 4. IT security controls (ITSG-33 based) and applicable safeguards 5. Assessment of mitigation strategies 6. Assessment of residual risk <p>A maximum of four (4) projects is to be submitted. If more than four (4) projects are submitted, only the first four (4) projects will be evaluated.</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration</p> | <p>1 project – 5 points 2 projects – 8 points 3 projects – 11 points 4 projects – 15 points</p> | <p>15</p> | |
| <p>RR4</p> | <p>The Contractor should demonstrate that the proposed resource holds a current and valid ICS2 Certified Information System Security Professional (CISSP) Certification.</p> <p>A copy of the certification must be provided with the proposal.</p> | <p>No certification = 0 points CISSP Certification = 10 points</p> | <p>10</p> | |
| <p>RR5</p> | <p>The Contractor should demonstrate that the proposed resource holds one or more of the following certifications:</p> <ul style="list-style-type: none"> • Certified Cloud Security Professional (CCSP) • Certified Information Security Manager (CISM) • Certified Information Systems Auditor (CISA) • Certified in Risk and Information Systems Control (CRISC) • Certified Cyber Forensics Professional (CCFP) | <p>0 certifications = 0 points 1 certification = 2 points 2-3 certifications = 5 points 4 or more certifications = 10 points</p> | <p>10</p> | |

| | | | | |
|--------------------------------|--|--|-----------|--|
| | <ul style="list-style-type: none"> • Systems Security Certified Professional (SSCP) • Information Technology Infrastructure Library (ITIL) • Information Systems Security Architecture Professional (ISSAP) • CompTIA Security+ • SABSA Chartered Security Architect • Foundation (SCF) or higher <p>A copy of the certification must be provided with the proposal.</p> | | | |
| Maximum Points | | | 55 | |
| Minimum Required Points | | | 28 | |
| Total Points Received | | | | |

5. C.6 Information Technology Security Engineer, Level 3

| Criteria | Rated Requirement | Demonstrated Experience | Max Available Points | Points Received |
|------------|--|---|----------------------|-----------------|
| RR1 | The Contractor should demonstrate the proposed resource's experience above the minimum required under RM1 for this resource category. | 1 year = 2 point 2 years = 4 points 3 years = 6 points 4 years = 8 points 5 or more years = 10 points | 10 | |
| RR2 | The Contractor should demonstrate that the proposed resource has recent (within last seven (7) years prior to the TA issuance date) combined experience performing the following IT Security tasks: 1. Development of Network and Security Architecture documents; 2. Analysis and development of secure networks and secure network architectures | 24 to 30 months = 4 points >30 to 36 months = 8 points >36 to 42 months = 12 points | 20 | |

| | | | | |
|------------|--|---|----|--|
| | <p>3. Preparation of advisories and technical reports such as requirement analysis, options analysis, technical architecture, System Implementation Plans, system design specifications</p> <p>Reference projects do not require all listed tasks to qualify.</p> <p>A maximum of six (6) projects is to be submitted. If more than six (6) projects are submitted, only the first six (6) projects will be evaluated.</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration.</p> | <p>>42 to 48 months = 16 points</p> <p>>48 months = 20 points</p> | | |
| RR3 | <p>The Contractor should demonstrate that the proposed resource holds a current and valid ICS2 Certified Information System Security Professional (CISSP) Certification.</p> <p>A copy of the certification must be provided with the proposal.</p> | <p>No certification = 0 points</p> <p>CISSP Certification = 15 points</p> | 15 | |
| RR4 | <p>The Contractor should demonstrate that the proposed resource holds one or more of the following certifications:</p> <ul style="list-style-type: none"> • Certified Cloud Security Professional (CCSP) • Certified Information Security Manager (CISM) • Certified Information Systems Auditor (CISA) • Certified in Risk and Information Systems Control (CRISC) • Certified Cyber Forensics Professional (CCFP) • Systems Security Certified Professional (SSCP) • Information Technology Infrastructure Library (ITIL) | <p>0 certifications = 0 points</p> <p>1 certification = 2 points</p> <p>2-3 certifications = 5 points</p> <p>4 or more certifications = 10 points</p> | 10 | |

| | | | | |
|--------------------------------|--|--|-----------|--|
| | <ul style="list-style-type: none"> Information Systems Security Architecture Professional (ISSAP) CompTIA Security+ GIAC (Global Information Assurance Certification) SABSA Chartered Security Architect Foundation (SCF) or higher <p>A copy of the certification must be provided with the proposal.</p> | | | |
| Maximum Points | | | 55 | |
| Minimum Required Points | | | 35 | |
| Total Points Received | | | | |

6. C.7 IT Security Design Specialist, Level 2

| Criteria | Rated Requirement | Demonstrated Experience | Max Available Points | Points Received |
|------------|---|---|----------------------|-----------------|
| RR1 | The Contractor should demonstrate the proposed resource's experience above the minimum required under RM1 for this resource category. | 1 year = 2 point 2 years = 4 points 3 years = 6 points 4 years = 8 points 5 or more years = 10 points | 10 | |
| RR2 | The Contractor should demonstrate that the proposed resource has recent (within last seven (7) years prior to the TA issuance date) combined experience performing all of the following IT Security tasks: 1. Analysis of IT Security tools and Techniques 2. Analysis of security data and provision of advisories and reports | 24 to 30 months = 4 points >30 to 36 months = 8 points >36 to 42 months = 12 points | 20 | |

| | | | | |
|------------|---|---|----|--|
| | <p>3. Preparation of technical reports such as requirement analysis, options analysis, technical architecture documents, mathematical risk modeling</p> <p>4. Security architecture design and engineering support</p> <p>Reference projects do not require all listed tasks to qualify.</p> <p>A maximum of six (6) projects is to be submitted. If more than six (6) projects are submitted, only the first six (6) projects will be evaluated.</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration.</p> | <p>>42 to 48 months = 16 points</p> <p>>48 months = 20 points</p> | | |
| RR3 | <p>The Contractor should demonstrate that the proposed resource holds a current and valid ICS2 Certified Information System Security Professional (CISSP) Certification.</p> <p>A copy of the certification must be provided with the proposal.</p> | <p>No certification = 0 points</p> <p>CISSP Certification = 10 points</p> | 10 | |
| RR4 | <p>The Contractor should demonstrate that the proposed resource holds one or more of the following certifications:</p> <ul style="list-style-type: none"> • Certified Cloud Security Professional (CCSP) • Certified Information Security Manager (CISM) • Certified Information Systems Auditor (CISA) • Certified in Risk and Information Systems Control (CRISC) • Certified Cyber Forensics Professional (CCFP) • Systems Security Certified Professional (SSCP) | <p>0 certifications = 0 points</p> <p>1 certification = 2 points</p> <p>2-3 certifications = 5 points</p> <p>4 or more certifications = 10 points</p> | 10 | |

| | | | | |
|--------------------------------|--|--|-----------|--|
| | <ul style="list-style-type: none"> Information Technology Infrastructure Library (ITIL) Information Systems Security Architecture Professional (ISSAP) CompTIA Security+ GIAC (Global Information Assurance Certification) SABSA Chartered Security Architect Foundation (SCF) or higher <p>A copy of the certification must be provided with the proposal.</p> | | | |
| Maximum Points | | | 50 | |
| Minimum Required Points | | | 30 | |
| Total Points Received | | | | |

7. C.9 IT Security Systems Operator, Level 2

| Criteria | Rated Requirement | Demonstrated Experience | Max Available Points | Points Received |
|------------|--|---|----------------------|-----------------|
| RR1 | The Contractor should demonstrate the proposed resource's experience above the minimum required under M1 for this resource category. | 1 year = 3 points 2 years = 5 points 3 years = 8 points 4 years = 11 points 5 or more years = 15 points | 15 | |
| RR2 | The Contractor should demonstrate that the proposed resource holds a current and valid ICS2 Certified Information System Security Professional (CISSP) Certification. A copy of the certification must be provided with the proposal. | No certification = 0 points CISSP Certification = 5 points | 5 | |

| | | | | |
|--------------------------------|--|---|-----------|--|
| RR3 | <p>The Contractor should demonstrate that the proposed resource holds one or more of the following certifications:</p> <ul style="list-style-type: none"> • Certified Cloud Security Professional (CCSP) • Certified Information Security Manager (CISM) • Certified Information Systems Auditor (CISA) • Certified in Risk and Information Systems Control (CRISC) • Certified Cyber Forensics Professional (CCFP) • Systems Security Certified Professional (SSCP) • Information Technology Infrastructure Library (ITIL) • Information Systems Security Architecture Professional (ISSAP) • CompTIA Security+ • GIAC (Global Information Assurance Certification) • SABSA Chartered Security Architect Foundation (SCF) or higher <p>A copy of the certification must be provided with the proposal.</p> | <p>0 certifications = 0 points 1 certification = 2 points 2 certifications = 3 points 3 or more certifications = 5 points</p> | 5 | |
| Maximum Points | | | 25 | |
| Minimum Required Points | | | 16 | |
| Total Points Received | | | | |

8. B.4 Business Continuity/Disaster Recovery Specialist, Level 3

| Criteria | Rated Requirement | Demonstrated Experience | Max Available Points | Points Received |
|------------|--|---|----------------------|-----------------|
| RR1 | The Contractor should demonstrate that the proposed resource has Business Continuity project | 1 project = 4 points 2 projects = 8 points | 20 | |

| | | | | |
|------------|--|--|----|--|
| | <p>experience for a **large Government (Federal, Provincial, Territorial, Municipal, or Crown Corporation) client or a **large commercial client.</p> <p>**Large is defined as an organization with 5,000 employees or more distributed nation-wide or internationally.</p> <p>To qualify, the resource must have worked on the referenced projects for a minimum of four (4) consecutive months in duration.</p> | <p>3 projects = 12 points 4 projects = 16 points 5 or more projects = 20 points</p> | | |
| RR2 | <p>The Contractor should demonstrate that the proposed resource has experience conducting and reviewing business impact assessments.</p> | <p>1 to 2 years = 3 points 3 to 4 years = 6 points 5 or more years = 10 points</p> | 10 | |
| RR3 | <p>The Contractor should demonstrate that the proposed resource has experience developing, implementing and reviewing disaster recovery and/or business continuity plans.</p> | <p>1 to 2 years = 3 points 3 to 4 years = 6 points 5 or more years = 10 points</p> | 10 | |
| RR4 | <p>The Contractor should demonstrate that the proposed resource has experience designing, developing and facilitating tabletop exercises, exercise seminars, simulations and/or full-scale exercises for executives, management and staff.</p> | <p>1 to 2 years = 3 points 3 to 4 years = 6 points 5 or more years = 10 points</p> | 10 | |
| RR5 | <p>The Contractor should demonstrate that the proposed resource holds one or more of the following certifications:</p> <ul style="list-style-type: none"> • Certified Business Continuity Professional (CBCP) • Certificate of the Business Continuity Institute (CBCI) • Certified Business Continuity Manager (CBCM) • Certified Disaster Recovery Engineer (C/DRE) | <p>0 certifications = 0 points 1 certification = 2 points 2-3 certifications = 5 points 4 or more certifications = 10 points</p> | 10 | |

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| | | | | |
|--------------------------------|--|--|-----------|--|
| | <ul style="list-style-type: none">• EC-Council Disaster recovery Professional (EDRP)• Physical Security professional (PSP) <p>A copy of the current and valid certification must be provided with the proposal.</p> | | | |
| Maximum Points | | | 60 | |
| Minimum Required Points | | | 30 | |
| Total Points Received | | | | |

**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

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; or

Print name of authorized individual & sign above

Date

**ANNEX B
BASIS OF PAYMENT**

INITIAL CONTRACT PERIOD:

| | Resource Category | Level of Experience | Firm Per Diem Rate | |
|-----|--|---------------------|--------------------|--------|
| | | | Year 1 | Year 2 |
| C.1 | Strategic Information Technology Security Planning and Protection Consultant | 3 | \$ | \$ |
| C.2 | Information Technology Security Methodology, Policy and Procedures Analyst | 3 | \$ | \$ |
| C.3 | Information Technology Security TRA and C&A Analyst | 2 | \$ | \$ |
| C.3 | Information Technology Security TRA and C&A Analyst | 3 | \$ | \$ |
| C.6 | Information Technology Security Engineer | 3 | \$ | \$ |
| C.7 | Information Technology Security Design Specialist | 2 | \$ | \$ |
| C.9 | Information Technology Security Systems Operator | 2 | \$ | \$ |
| B.4 | Business Continuity/Disaster Recovery Specialist | 3 | \$ | \$ |

OPTION PERIODS:

| | Resource Category | Level of Experience | Firm Per Diem Rate | | |
|-----|--|---------------------|--------------------|--------|--------|
| | | | Year 3 | Year 4 | Year 5 |
| C.1 | Strategic Information Technology Security Planning and Protection Consultant | 3 | \$ | \$ | \$ |
| C.2 | Information Technology Security Methodology, Policy and Procedures Analyst | 3 | \$ | \$ | \$ |
| C.3 | Information Technology Security TRA and C&A Analyst | 2 | \$ | \$ | \$ |
| C.3 | Information Technology Security TRA and C&A Analyst | 3 | \$ | \$ | \$ |
| C.6 | Information Technology Security Engineer | 3 | \$ | \$ | \$ |

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| | | | | | |
|-----|---|---|----|----|----|
| C.7 | Information Technology Security Design Specialist | 2 | \$ | \$ | \$ |
| C.9 | Information Technology Security Systems Operator | 2 | \$ | \$ | \$ |
| B.4 | Business Continuity/Disaster Recovery Specialist | 3 | \$ | \$ | \$ |

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ANNEX C
SECURITY REQUIREMENTS CHECK LIST

Common SRCL #19 will be inserted as a separate attachment

**ATTACHMENT 3.1
BID SUBMISSION FORM**

| BID SUBMISSION FORM | |
|---|---|
| Bidder's full legal name | |
| Authorized Representative of Bidder for evaluation purposes (e.g., clarifications) | Name |
| | Title |
| | Address |
| | Telephone # |
| | Fax # |
| | Email |
| Bidder's Supply Arrangement (SA) Number [Note to Bidders: Please ensure you provide your Supply Arrangement number] | |
| Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.] | |
| Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) | |
| Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant". | 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" |
| Security Clearance Level of Bidder [include both the level and the date it was granted] [Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.] | |
| On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. | |
| Signature of Authorized Representative of Bidder | |

ATTACHMENT 3.2
ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by the following Electronic Payment Instrument:

() Direct Deposit (Domestic and International)

ATTACHMENT 4.1

MANDATORY TECHNICAL CRITERIA

IT / CYBER SECURITY

Note 1 to Bidder: The bid solicitation publication date is stated under Publish Date on page one of the initial Notice of Proposed Procurement (NPP), not including amendments.

Note 2 to Bidder: When providing date ranges for reference contracts, Canada requests that bidders use the format MM/DD/YYYY to MM/DD/YYYY. For example: 04/15/2020 to 04/14/2021 is acceptable for a one year period. The examples Apr 2020 to Apr 2021 and 15/Apr/2020 to 30/Apr/2021 would NOT be acceptable for a one year period.

| MTC# | Mandatory Technical Criteria (MTC) | Bidder's Response (Reference to Substantiating Materials included in Bid) |
|-------------|--|---|
| MTC1 | <p>EXPERIENCE SUPPLYING CORE RESOURCES.</p> <p>The Bidder must demonstrate that it has billed (invoiced) a minimum total value of \$1,500,000.00 (excluding taxes) with the Canadian Federal Government using at least 5 different types of the resources below and only the core resource* listed below within the past 48 months from the bid closing date.</p> <p>The minimum billed (invoiced) value MUST be for Information Technology (IT) Professional Services** revenues only (cannot include technology, products, software licenses, Software-as-a-Service etc.).'</p> <p>Equivalent resource categories are accepted upon providing clear and concise task mapping of 70% of the tasks and deliverables and responsibilities of the resource category demonstrating a match to the resource category requested as defined in the Request for Proposal (RFP).</p> <p>* List of core resources:</p> <ul style="list-style-type: none"> Strategic Information Technology Security Planning and Protection Consultant Level 3 Information Technology Security Methodology, Policy and Procedures Analyst Level 3 Information Technology Security TRA and C&A Analyst Level 2 Information Technology Security TRA and C&A Analyst Level 3 Information Technology Security Engineer Level 3 Information Technology Security Design Specialist Level 2 Information Technology Security Systems Operator Level 2 | |

| MTC# | Mandatory Technical Criteria (MTC) | Bidder's Response (Reference to Substantiating Materials included in Bid) |
|-------------|---|---|
| | <p>Business Continuity/Disaster Recovery Specialist Level 3</p> <p>For each referenced contract, the Bidder MUST provide:</p> <p>a. Contract information:</p> <ul style="list-style-type: none"> i. Contract identification number; ii. Contract cover page (copy); iii. TA information: <ul style="list-style-type: none"> 1. TA identification number; 2. TA duration; 3. TA invoiced (billed) dollar value (excluding taxes); 4. Name of the professional consultant(s); 5. Core resource category and level; and 6. Brief project description (up to one paragraph description of the key scope and responsibilities) <p>b. Customer Contact Information:</p> <ul style="list-style-type: none"> i. Name of Organization; ii. Contact Name; iii. Contact Title; and iv. Email Address or Phone Number. <p>** IT Professional Services are defined as the provision of consultants/resources to support the planning, design, implementation, upgrade, maintenance and support of an Information Management/Information Technology (IM/IT) system and/or solution.</p> | |
| MTC2 | <p>CLIENT ACCOUNT MANAGER.</p> <p>The Bidder must identify by name and position title an individual with the company that will be designated as the account manager for the resulting contract.</p> | |

| MTC# | Mandatory Technical Criteria (MTC) | Bidder's Response (Reference to Substantiating Materials included in Bid) |
|-------------|--|---|
| | <p>An account manager is the Bidder's account representative responsible for providing timely and qualified resources in response to a client's request and managing any contractual issues or disputes that may arise (the assessment will be conducted at bidding time and will not be re-evaluated through out the contract lifecycle).</p> <p>The Bidder must demonstrate that the account manager assigned to Statistics Canada has a minimum of 36 months of experience as a client account manager. Only experience claimed between January 1, 2015 and bid closing date will be considered for evaluation purposes.</p> <p>The Bidder MUST provide:</p> <ul style="list-style-type: none"> • Name of the designated Statistics Canada Account Manager; • List of client organizations for which the resource has been the Account Manager; • Start and end date (and total duration in months) for each client organization. | |
| MTC3 | <p>CONTRACT MANAGEMENT EXPERIENCE.</p> <p>The Bidder MUST provide a contract management plan describing how it will address the following elements:</p> <ul style="list-style-type: none"> • How the Bidder will manage the transition of the resources that are currently under contract with the client and the Bidder's contract; • How the Bidder will identify, select and deploy the required resources in a timely manner; • How the Bidder will provide resources that may be required but are not currently available in the Bidder's current capacity; • What quality assurance measures and practices the Bidder will undertake and apply to ensure that timely, qualified and competent resources are provided to the client; • How the Bidder will manage replacement of personnel, if required, in a manner that minimizes a negative impact to the client's operational requirements; and, • How the Bidder plans to manage the escalation of issues and resolution of disputes with the client. <p>The response from the Bidder MUST not exceed 1500 words and MUST be relevant to the questions.</p> | |
| MTC4 | <p>RESOURCE MANAGEMENT PLAN.</p> <p>The Bidder MUST provide a resource management plan. The plan MUST</p> | |

| MTC# | Mandatory Technical Criteria (MTC) | Bidder's Response (Reference to Substantiating Materials included in Bid) | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|---|-------------------|--|--|---|---|-----|--|---|---|-----|---|---|---|------|---|---|---|------|--|---|---|-----|--|
| | <p>describe how the Bidder will:</p> <ul style="list-style-type: none"> • (methodology to) Recruit and assess talent when onboarding new resources; • Minimize and manage the contracting resource turnover and retain talent; • Build and maintain knowledge and expertise with the client requirements; • Ensure that proposed resources will stay current with technology changes; <p>The response from the Bidder MUST not exceed 1500 words and MUST be relevant to the questions.</p> | | | | | | | | | | | | | | | | | | | | | | | | | |
| MTC5 | <p>BILLED DAYS CONTRACT EXPERIENCE. The Bidder MUST demonstrate its contract experience directly supplying At least 5 categories of the resources* listed in the table below. The Bidder MUST have directly** billed the required minimum days per resource for the past 60 months, from the bid closing date. For each supporting contract, the Bidder MUST provide:</p> <p>a. Contract information:</p> <ul style="list-style-type: none"> i. Contract identification number; ii. Contract cover page (copy); iii. The total billed days per resource category. <p>b. Customer Contact Information:</p> <ul style="list-style-type: none"> i. Name of Organization; ii. Contact Name; iii. Contact Title; iv. Email Address or Phone Number. <p>*Resource Table:</p> <table border="1" data-bbox="164 1413 1377 1837"> <thead> <tr> <th>Resource</th> <th>Total Estimated # of Resources Required</th> <th>Initial Resources</th> <th>Minimum Billable days (past 60 months)</th> </tr> </thead> <tbody> <tr> <td>Strategic Information Technology Security Planning and Protection Consultant</td> <td>1</td> <td>1</td> <td>600</td> </tr> <tr> <td>Information Technology Security Methodology, Policy and Procedures Analyst Level 3</td> <td>1</td> <td>1</td> <td>600</td> </tr> <tr> <td>Information Technology Security TRA and C&A Analyst Level 2</td> <td>8</td> <td>4</td> <td>1000</td> </tr> <tr> <td>Information Technology Security TRA and C&A Analyst Level 3</td> <td>8</td> <td>4</td> <td>1000</td> </tr> <tr> <td>Information Technology Security Engineer Level 3</td> <td>3</td> <td>2</td> <td>800</td> </tr> </tbody> </table> | Resource | Total Estimated # of Resources Required | Initial Resources | Minimum Billable days (past 60 months) | Strategic Information Technology Security Planning and Protection Consultant | 1 | 1 | 600 | Information Technology Security Methodology, Policy and Procedures Analyst Level 3 | 1 | 1 | 600 | Information Technology Security TRA and C&A Analyst Level 2 | 8 | 4 | 1000 | Information Technology Security TRA and C&A Analyst Level 3 | 8 | 4 | 1000 | Information Technology Security Engineer Level 3 | 3 | 2 | 800 | |
| Resource | Total Estimated # of Resources Required | Initial Resources | Minimum Billable days (past 60 months) | | | | | | | | | | | | | | | | | | | | | | | |
| Strategic Information Technology Security Planning and Protection Consultant | 1 | 1 | 600 | | | | | | | | | | | | | | | | | | | | | | | |
| Information Technology Security Methodology, Policy and Procedures Analyst Level 3 | 1 | 1 | 600 | | | | | | | | | | | | | | | | | | | | | | | |
| Information Technology Security TRA and C&A Analyst Level 2 | 8 | 4 | 1000 | | | | | | | | | | | | | | | | | | | | | | | |
| Information Technology Security TRA and C&A Analyst Level 3 | 8 | 4 | 1000 | | | | | | | | | | | | | | | | | | | | | | | |
| Information Technology Security Engineer Level 3 | 3 | 2 | 800 | | | | | | | | | | | | | | | | | | | | | | | |

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| MTC# | Mandatory Technical Criteria (MTC) | | | | Bidder's Response (Reference to Substantiating Materials included in Bid) |
|------|---|---|---|-----|--|
| | Information Technology Security Design Specialist Level 2 | 3 | 2 | 800 | |
| | Information Technology Security Systems Operator Level 2 | 2 | 2 | 800 | |
| | Business Continuity/Disaster Recovery Specialist Level 3 | 1 | 1 | 600 | |
| | <p>** The resources MUST have been directly contracted and invoiced by the Bidder and not with a subcontractor or affiliate. The client/customer organization MUST NOT be a partner or subcontractor.</p> | | | | |

ATTACHMENT 4.2

POINT-RATED TECHNICAL CRITERIA (RTC)

IT / CYBER SECURITY

Note 1 to Bidder: The bid solicitation publication date is stated under Publish Date on page one of the initial Notice of Proposed Procurement (NPP), not including amendments.

Note 2 to Bidder: When providing date ranges for reference contracts, Canada requests that bidders use the format MM/DD/YYYY to MM/DD/YYYY. For example: 04/15/2020 to 04/14/2021 is acceptable for a one year period. The examples Apr 2020 to Apr 2021 and 15/Apr/2020 to 30/Apr/2021 would NOT be acceptable for a one year period.

| No. | Corporate Point-Rated Criteria | Bidder's Response (Reference to Substantiating Materials included in Bid) | | | | | | |
|-------------------------------|--|---|--------|----------------------------|---|----------------------------|---|--|
| RTC1 | <p>EXPERIENCE SUPPLYING CORE RESOURCES. The Bidder should demonstrate billing (invoicing) for IM/IT core resources over and beyond Corporate Mandatory Requirement MTC1. For each referenced contract, the Bidder SHOULD provide:</p> <p>a. Contract information:</p> <p style="padding-left: 20px;">i. Contract identification number; ii. Contract cover page (copy); iii. TA information:</p> <p style="padding-left: 40px;">1. TA identification number; 2. TA duration; 3. TA invoiced (billed) dollar value (excluding taxes); 4. Name of the professional consultant(s); 5. Core resource category and level; 6. Brief project description (up to one paragraph description of the key scope and responsibilities)</p> <p>b. Customer Contact Information:</p> <p style="padding-left: 20px;">i. Name of Organization; ii. Contact Name; iii. Contact Title.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="background-color: #D3D3D3;">Point-Rated Scoring Breakdown</th> <th style="background-color: #D3D3D3;">Points</th> </tr> </thead> <tbody> <tr> <td>\$1,500,000 to \$2,000,000</td> <td style="text-align: center;">2</td> </tr> <tr> <td>\$2,000,001 to \$2,500,000</td> <td style="text-align: center;">4</td> </tr> </tbody> </table> | Point-Rated Scoring Breakdown | Points | \$1,500,000 to \$2,000,000 | 2 | \$2,000,001 to \$2,500,000 | 4 | |
| Point-Rated Scoring Breakdown | Points | | | | | | | |
| \$1,500,000 to \$2,000,000 | 2 | | | | | | | |
| \$2,000,001 to \$2,500,000 | 4 | | | | | | | |

| | \$2,500,001 to \$3,000,000 | 6 | | | | | | | | | | | | | |
|-------------------------------|---|----|-------------------------------|--------|-------------------------------|---|-------------------------------|---|-------------------------------|---|-------------------------------|---|-------------------------------|----|--|
| | \$3,000,001 to \$3,500,000 | 8 | | | | | | | | | | | | | |
| | \$3,500,001 or more | 10 | | | | | | | | | | | | | |
| RTC2 | <p>EXPERIENCE SUPPLYING RESOURCES. The Bidder should demonstrate its ability to supply, manage and retain the resources* (listed below) to the Canadian Federal Government in the past 60 months, from the bid closing date. The resource must have performed services under a valid contract or TA for 6 months or more to be eligible/considered.</p> <p>*List of resources:</p> <ul style="list-style-type: none"> • Strategic Information Technology Security Planning and Protection Consultant - Level 3; • Information Technology Security Methodology, Policy and Procedures Analyst - Level 3; • Information Technology Security TRA and C&A Analyst - Level 2; • Information Technology Security TRA and C&A Analyst - Level 3; • Information Technology Security Engineer - Level 3; • Information Technology Security Design Specialist - Level 2; • Information Technology Security Systems Operator - Level 2; • Business Continuity/Disaster Recovery Specialist - Level 3. <p>To demonstrate this experience, the Bidders should provide:</p> <ul style="list-style-type: none"> • Name of each resource; • Resource category; • Level; • Period (dates) and the length (in months) they were billed by the Bidder for their services. <table border="1"> <thead> <tr> <th>Point-Rated Scoring Breakdown</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>3 resource categories or less</td> <td>2</td> </tr> <tr> <td>4 resource categories or less</td> <td>4</td> </tr> <tr> <td>5 resource categories or less</td> <td>6</td> </tr> <tr> <td>6 resource categories or less</td> <td>8</td> </tr> <tr> <td>7 resource categories or more</td> <td>10</td> </tr> </tbody> </table> | | Point-Rated Scoring Breakdown | Points | 3 resource categories or less | 2 | 4 resource categories or less | 4 | 5 resource categories or less | 6 | 6 resource categories or less | 8 | 7 resource categories or more | 10 | |
| Point-Rated Scoring Breakdown | Points | | | | | | | | | | | | | | |
| 3 resource categories or less | 2 | | | | | | | | | | | | | | |
| 4 resource categories or less | 4 | | | | | | | | | | | | | | |
| 5 resource categories or less | 6 | | | | | | | | | | | | | | |
| 6 resource categories or less | 8 | | | | | | | | | | | | | | |
| 7 resource categories or more | 10 | | | | | | | | | | | | | | |

| <p>RTC3</p> | <p>RISK MITIGATION STRATEGY. The Bidder should demonstrate its risk mitigation experience by providing reference projects with the Canadian Federal Government where it promoted an approach to ensure the timely provision of qualified resources to the client. To be considered, the reference project information should include:</p> <p>a) Contract information: i. Contract identification number; ii. Contract cover page (copy); iii. A description of the issue and the approach and/or measures implemented to ensure the timely provision of qualified resources to the client.</p> <p>b) Customer Contact Information: i. Name of Organization; ii. Contact Name; iii. Contact Title; iv. Email Address or Phone Number.</p> <table border="1" data-bbox="456 869 992 1081"> <thead> <tr> <th>Point-Rated Scoring Breakdown</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1 project</td> <td>1</td> </tr> <tr> <td>2 projects</td> <td>2</td> </tr> <tr> <td>3 projects</td> <td>3</td> </tr> <tr> <td>4 projects</td> <td>4</td> </tr> <tr> <td>5 projects or more</td> <td>5</td> </tr> </tbody> </table> | Point-Rated Scoring Breakdown | Points | 1 project | 1 | 2 projects | 2 | 3 projects | 3 | 4 projects | 4 | 5 projects or more | 5 | |
|---|---|-------------------------------|--------|------------------|---|---|--|----------------------|---|------------|---|--------------------|---|--|
| Point-Rated Scoring Breakdown | Points | | | | | | | | | | | | | |
| 1 project | 1 | | | | | | | | | | | | | |
| 2 projects | 2 | | | | | | | | | | | | | |
| 3 projects | 3 | | | | | | | | | | | | | |
| 4 projects | 4 | | | | | | | | | | | | | |
| 5 projects or more | 5 | | | | | | | | | | | | | |
| <p>RTC4</p> | <p>ISO CERTIFICATION. The Bidder should demonstrate that it holds a current and valid ISO 9001 Quality Management System (QMS*) certification. The Bidder must provide a readable PDF copy of the certification in English or French with its bid. *A quality management system (QMS) is a set of policies, processes and procedures required for planning and execution (production/development/service) in the core business area of an organization.</p> <table border="1" data-bbox="456 1463 992 1759"> <thead> <tr> <th>Point-Rated Scoring Breakdown</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>No certification</td> <td>0</td> </tr> <tr> <td>No certification but clear, concise and relevant description of policies, processes and procedures of QMS</td> <td>3 (1 point for each, policies, processes and procedures)</td> </tr> <tr> <td>Proven certification</td> <td>5</td> </tr> </tbody> </table> | Point-Rated Scoring Breakdown | Points | No certification | 0 | No certification but clear, concise and relevant description of policies, processes and procedures of QMS | 3 (1 point for each, policies, processes and procedures) | Proven certification | 5 | | | | | |
| Point-Rated Scoring Breakdown | Points | | | | | | | | | | | | | |
| No certification | 0 | | | | | | | | | | | | | |
| No certification but clear, concise and relevant description of policies, processes and procedures of QMS | 3 (1 point for each, policies, processes and procedures) | | | | | | | | | | | | | |
| Proven certification | 5 | | | | | | | | | | | | | |
| <p>MAX points = 30 points</p> | <p>15 points minimum</p> | | | | | | | | | | | | | |

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
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.

Signature: _____

Date: _____

Solicitation Number:
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Amendment Number:

Buyer ID:
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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.

FORM M1-1

REFERENCE CONTRACT

Form M1-1 is provided to assist Bidders in structuring the required information for MTC1. Bidders should replicate Form M1-1 below as needed to provide the required information.

| FORM M1-1 REFERENCE CONTRACT | |
|--|--------------------------|
| The name of the client organization to whom the services were provided: | |
| The client reference contact information including name, title, telephone number, and email address: | |
| The contract number or reference number: | |
| The value of the contract (not including amendments and applicable taxes): | |
| The contract start and end dates (MM/DD/YYYY): | Start Date: End Date: |
| Resource # | |
| First and Last Name: | |
| Title of the resource category provided under the contract: | |
| Title of the resource category under the SOW of this requirement: | |
| Start and end dates (MM/DD/YYYY) for services provided by the resource: | Start Date: End Date: |
| Brief description of the services performed by the resource: | |
| Mapping to at least 70% of the SOW tasks of this requirement to the tasks for the resource category identified in the contract (complete Form M1-3). | |
| <i>The signature below confirms that the information provided by [Insert Bidder's name] in Form M1-1 is accurate and true for the reference contract [Insert contract number or reference number].</i> | |
| Client Reference – Signature and Date: | |

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Buyer ID:
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FORM M1-2

RESOURCE BILLABLE DAYS

| FORM M1-2 RESOURCE BILLABLE DAYS | |
|---|--------------------------|
| Reference Contract No. (from MTC1): | |
| | |
| RESOURCE # | |
| First and Last Name: | |
| Title of the resource category provided under the reference contract: | |
| Title of the resource category under the SOW of this requirement: | |
| The start and end dates (MM/DD/YYYY) for billable days during a period of one year within the last three years as of the bid solicitation publication date: | Start Date: End Date: |
| Total number of billable days: | |

FORM M1-3
RESOURCE CATEGORY TASK MAPPING

| FORM M1-3 RESOURCE CATEGORY TASK MAPPING | |
|--|---|
| 1. Reference Contract Number | No.: |
| 2. Specify the resource category from this solicitation's SOW | Resource Category: |
| 3. Specify the resource category identified in the reference contract | Resource Category: |
| 4. SOW Tasks for the Resource Category from Annex A of this requirement | Tasks for Resource Category from Reference Contract |
| a. (Insert task from SOW in its entirety) | a. (Insert task from reference contract) Example of text to be inserted: “(Maps to SOW Task a)” |
| b. (Insert task from SOW in its entirety) | b. (Insert task from reference contract) |
| c. (Insert task from SOW in its entirety) | c. (Insert task from reference contract) |
| d. (Insert task from SOW in its entirety) | d. (Insert task from reference contract) |
| e. (Insert task from SOW in its entirety) | e. (Insert task from reference contract) |
| f. (Insert task from SOW in its entirety) | f. (Insert task from reference contract) |
| etc. | etc. |
| Number of tasks mapped: | |

FORM M2
BIDDER BILLABLE DAYS

Form M2 is provided to assist Bidders in structuring the required information for MTC5. Bidders should replicate Form M2-1 below as needed to provide the required information.

| FORM M2-1 RESOURCE BILLABLE DAYS | |
|---|--------------------------|
| Reference Contract No. (from MTC5): | |
| | |
| RESOURCE # | |
| First and Last Name: | |
| Title of the resource category provided under the reference contract: | |
| Title of the resource category under the SOW of this requirement: | |
| The start and end dates (MM/DD/YYYY) for billable days during a period of one year within the last three years as of the bid solicitation publication date: | Start Date: End Date: |
| Total number of billable days: | |

FORM R1

RESOURCE CATEGORIES

Form R1 is provided to assist Bidders in structuring the required information for RTC1. Bidders should replicate Form R1 below as needed to provide the required information for each resource.

| FORM R1-1 RESOURCE CATEGORIES | |
|---|--------------------------|
| The name of the organization the contract was with: | |
| The Client Reference contact information: | |
| The Contract number: | |
| Resource # | |
| First and Last Name: | |
| Title of the resource category under the contract: | |
| Title of the resource category under the SOW of this requirement: | |
| Start and end dates (MM/DD/YYYY) for services provided by the resource. | Start Date: End Date: |
| Brief description of the services performed by the resource: | |

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FORM R2

RESOURCES

Form R2 is provided to assist Bidders in structuring the required information for RTC2. Bidders should replicate Form R2 below as needed to provide the required information for each resource.

| FORM R2 RESOURCE BILLABLE DAYS | |
|---|--------------------------|
| Reference Contract No. | |
| RESOURCE # | |
| First and Last Name: | |
| Title of the resource category provided under the reference contract: | |
| Title of the resource category under the SOW of this requirement: | |
| The start and end dates (MM/DD/YYYY) for billable days within the last three years as of the bid solicitation publication date. : | Start Date: End Date: |
| Total number of billable days: | |