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RETOURNER LES SOUMISSIONS À:**

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**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**

<b>Title - Sujet</b> Information Technology Infrastructure Infrastructure de technologie de l'information à l'appui du commandement et du c	
<b>Solicitation No. - N° de l'invitation</b> W8474-18IT01/C	<b>Date</b> 2023-11-03
<b>Client Reference No. - N° de référence du client</b> W8474-18IT01	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QE-061-29203	
<b>File No. - N° de dossier</b> 061qe.W8474-18IT01	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2024-01-10</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input checked="" type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Abela, Aaron	<b>Buyer Id - Id de l'acheteur</b> 061qe
<b>Telephone No. - N° de téléphone</b> ( ) - ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Specified Herein	

**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**

Information Security and Electronic Warfare Major  
Proj/Division de la sécurité de l'information et de la guerre

11 Laurier St. / 11, rue Laurier

8C2, Place du Portage

Gatineau

Québec

K1A 0S5

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

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Invitation to Qualify (ITQ) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the project and the ITQ;
- Part 2 Respondent Instructions: provides the instructions, clauses and conditions applicable to the ITQ;
- Part 3 Response Preparation Instructions: provides Respondents with instructions on how to prepare their response to the ITQ;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the response, 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 Respondents; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract for the Funded Engagement (FE).

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist (SRCL), the Non-Disclosure Agreements, the Task Authorization Form, the Request for Security Sponsorship, the Technical Evaluation Criteria and the Response Submission Form.

### 1.2 Summary

The purpose of this ITQ is to qualify Suppliers that have the ability to provide a secure, hyperscale Cloud capability as part of the Information Technology Infrastructure in Support of Command and Control (ITI in Sp of C2) Project (the Project) to proceed to the subsequent phases of the procurement process. A more detailed overview of the procurement process is provided in the Request for Information (RFI). The RFI and all its amendments can be found on Canada Buys (<https://canadabuys.canada.ca/en>); Solicitation number: W8474-18IT01/B.

In addition, this ITQ also:

- a) advises potential suppliers of the security requirements of follow-on procurement phases and resulting contract;
- b) provides other relevant information on the potential Request for Proposals (RFP); and
- c) provides the contractual clauses for subsequent FE Contract(s).

Note: The main objective of the FE is to support the finalization of the Statement of Requirements (SOR), system specifications, and other relevant documentation.. The FE which will involve interaction between the Department of National Defence (DND), Canadian Armed Forces (CAF) and Qualified Suppliers, is intended as a vehicle to exchange comprehensive information. The intent of the FE contract(s) is to further consult and obtain information from industry so Canada can further define its requirement into a non-proprietary solution that meets DND capability requirements. Only those Qualified Suppliers who meet the security requirements in Part 7 and Annex C will be allowed to participate in the FE.

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The FE is currently planned to have a contract period of one (1) year, with an irrevocable option to extend the term of the FE Contract(s) by up to four (4) additional one (1) year period(s) under the same conditions, and will generally focus on:

- Cloud Service Provider (CSP) contextual description and demonstration of the CSP's primary Cloud functionalities and services, general performance, Infrastructure-as-a-Service and Platform-as-a-Service (IaaS/PaaS)-level client service integration, Integrated Access Management (IAM) federation, agility and innovation capabilities, and application migration support services; proofs-of-concept; Cloud laboratory activities (e.g., Cloud-enablement of simple application features); and initial high-level Cloud architectures/designs for the Cloud core of the modernized Secret IT infrastructure.

This will include security architectures, demonstrations and proof of concepts to demonstrate that the CSP can meet the Government of Canada's security requirement based on Information Technology Security Guidance Publication 33 (ITSG-33) based security profile of Secret/High/High (SHH). In light of the level of engagement requested, Qualified Suppliers will be provided the opportunity to be awarded a FE resulting Contract via this ITQ, who also meet the security requirements in Part 7 and Annex C. FE Contractors may be asked to attend meetings, review documents, draft documents/high-level architectures, etc. The Statement of Work for the FE can be found in Annex A. Proposed contractual terms and conditions for the FE are included in Part 7.

Participation in the FE is not a mandatory requirement. Not participating in this engagement process will not preclude a Qualified Supplier from being invited to submit feedback when the draft RFP is released or a proposal when the final RFP is released.

Although this ITQ process is not a solicitation of bids or tenders, one or more contracts may be awarded to Qualified Suppliers in the FE process. DND has a pre-determined and finite amount of funds allocated for the anticipated FE contracts. FE contract values will be divided equally amongst the Qualified Suppliers who elect to participate in the FE. The value of the anticipated contracts is not currently known and will be determined at a later date.

Only suppliers who qualify as a result of this ITQ will be invited to participate in any post-ITQ phases including the FE, receiving the subsequent draft RFP and bidding on the final RFP.

Canada reserves the right to cancel this procurement at any time during the ITQ phase or any other phase of the procurement process. Given that this ITQ may be cancelled by Canada, it may not result in any of the subsequent procurement processes described in this document. Qualified Suppliers may withdraw from the process at any time, as the ITQ is not a bid solicitation. Qualified Suppliers can choose not to bid on any subsequent solicitation. Neither the Government of Canada nor its advisors will be liable for any expense, cost, loss or damage incurred or suffered by any Respondent, any Respondent's advisor(s) or any Person connected with any one of them, as a result of any action taken by Canada in respect of any phases of the procurement process. Should Canada cancel this procurement after the award of the Funded Engagement contract, the termination for convenience provisions provided in the General Conditions used in the Funded Engagement contract will be applied.

This ITQ allows Respondents to use the Canada Post Corporation's (CPC) Connect service provided by Canada Post Corporation to transmit their response electronically. Respondents must refer to Part 2 entitled Respondents Instructions, and Part 3 entitled Response Preparation Instructions, of the ITQ, for further information.

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**1.3 Overview of the Project**

**(a) Background:** The DND CAF has a requirement to implement a secure, integrated Secret-level Information Technology (IT) infrastructure that will converge and reduce the number of DND/CAF Secret networks, provide enhanced connectivity and information sharing capabilities within the DND/CAF and with mission partners, and readily evolve to meet future challenges. This IT infrastructure will enable commanders across the CAF to exercise Command and Control (C2), including at deployed headquarters, using the latest available technologies to provide optimal support capabilities.

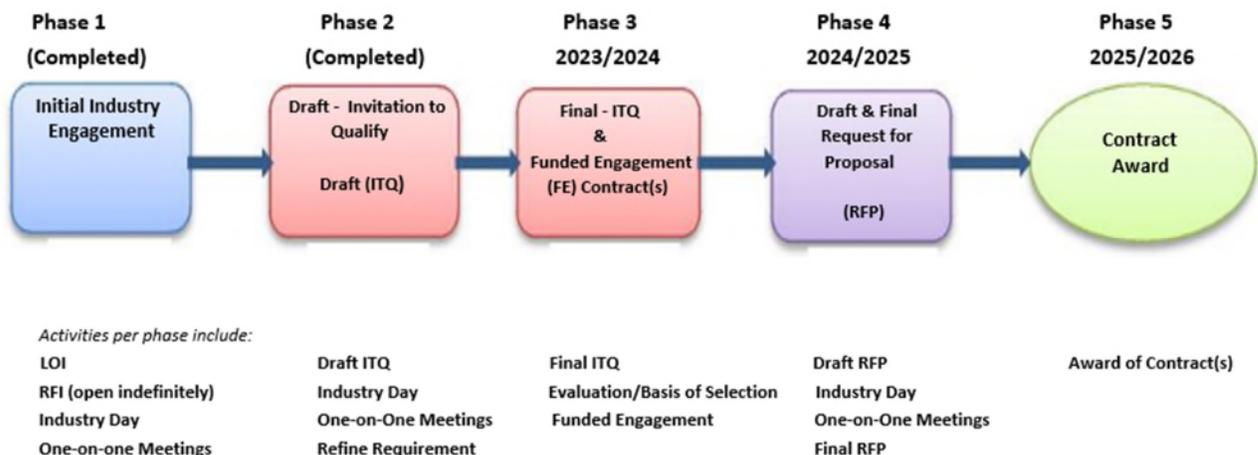
The DND/CAF will deliver this new capability through the ITI in Sp of C2 Project, which will, among other things, strive to leverage industry capabilities and efficiencies to deliver services to the maximum extent possible.

Additional information related to the Project is contained within the RFI.

**(b) Scope of Anticipated Procurement**

- i) **Potential Users:** Any contracts awarded to Qualified Suppliers Post-ITQ will be used by DND. PSPC reserves the right as Contracting Authority to add at any point, as additional Identified Users, any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, IV, and V of the Financial Administration Act, R.S., 1985, c. F-11 and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.
- ii) **Infrastructure Security:** Canada may choose to include an option for a requirement to TOP SECRET for the RFP. Should this requirement be realized, Canada reserves the right to amend this ITQ, and any resulting contracts, as required.

**Figure 1. ITI in Sp of C2 Procurement Process**



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## 1.4 Debriefings

The Contracting Authority will notify unsuccessful Respondents after the ITQ Phase.

Respondents may request a debriefing on the results of the ITQ process. Respondents should make the request to the Contracting Authority within 15 working days from receipt of the results of the ITQ process. The debriefing may be provided in writing, by telephone, teleconference or videoconference, as determined by Canada.

## 1.5 National Security Exception

The national security exceptions provided for in the trade agreements have been invoked; therefore, this procurement is excluded from all of the obligations of the trade agreements.

## 1.6 Industrial and Technological Benefits

The Industrial and Technological Benefits (ITB) Policy, including Value Proposition (VP), will apply only to the future RFP and resulting ITI in Sp of C2 Contract(s); the ITB Policy does not apply to the FE Contracts. The objectives of the ITB Policy and the VP are to support the long-term sustainability and growth of Canada's defence sector, including small and medium-sized enterprises in all regions of Canada, to enhance innovation through research and development, to support skills development and training, and to increase the export potential of Canadian based firms. The ITB Policy is a contractual obligation, requiring the Contractor to undertake business activities in Canada related to the Project that are equal to the value of contract. Successful bidders are selected based on a combination of price, technical merit and their VP. ITB/VP commitments made by the successful bidder will become contractual obligations in the ensuing contract(s). To maximize the economic benefits that can be leveraged, Canada will use the VP to motivate prime contractors or eligible donors to invest in Key Industrial Capabilities (KICs), such as Cyber Resilience and Artificial Intelligence. The ITB and VP obligations will be developed through consultation with the Qualified Suppliers and their partners, as well as Canadian Industry.

For details regarding the ITB Policy, including Value Proposition, visit [www.canada.ca/itb](http://www.canada.ca/itb).

## 1.7 Conflict of Interest

Respondents are advised to refer to Conflict of Interest provisions at section 18 of SACC 2003, Standard Instructions – Goods or Services – Competitive Requirements (dated 2023-06-08) and Conflict of Interest provisions of SACC 2030, General Condition – Higher Complexity – Goods (dated 2022-12-01) at Section 36 available on the PWGSC Website <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

Without limiting in any way the provisions described above, Suppliers are advised that Canada has engaged the assistance of the following private sector contractors and resources who have provided services including the review of content in preparation of this ITQ or who have had, or may have had, access to information related to the content of the ITQ or other documents related to this procurement approach.

### Contractors:

- i. Gartner Inc.
- ii. P1 Consulting Inc. (Fairness Monitor)
- iii. Veritaaq Technology House Inc.
- iv. Valcom Consulting Group Inc.

### Resources:

- i. Keith Patterson (Special Advisor – Senior)
- ii. Steven Woodward (Computer, application support)

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- iii. Neville Cannon (Gartner)
- iv. Paul Romano (Project Leader – Senior)
- v. Shiva Poursina (Enterprise Architect – Senior)
- vi. Dan Brodhead (Project Leader – Senior)
- vii. Stephanie Braithwaite (Fairness Monitor)
- viii. Robin McLernon (Fairness Monitor Back-up)
- ix. Louise Panneton (Fairness Monitor Back-up)
- x. Jillian Newsome (Fairness Monitor Back-up)
- xi. Martin Cukierman (Fairness Monitor Back-up)
- xii. Oliver Grant (Fairness Monitor Back-up)

## 1.8 Additional Private Sector Contractors and Resources

Canada may contract the assistance of additional private sector contractors and resources, at its sole discretion, to provide services, including the review of content in preparation for the ITI in Sp of C2 Project's RFP(s), and who will have or may have, access to information related to the content of the ITI in Sp of C2 RFP or other documents related to this project.

Canada will update the above list of private sector contractors and resources to include the names of all the contractors and resources that it will have engaged and this list will be updated on any subsequent draft RFP and final RFP. When engaging with partners and subcontractors, Respondents must ensure that they take the necessary precautions to avoid any potential or apparent conflict of interest or unfair advantage, which may result in the rejection of their bid on any subsequent RFP.

Respondents must also be aware that Canada may share with these private sector contractors and resources, on a need-to-know basis, information and documents provided to Canada by Qualified Suppliers as part of the procurement process.

All private sector contractors and resources will be required to sign non-disclosure agreement(s) before gaining access to project information and documents as part of this procurement process.

Canada will not share or disclose information to additional private sector contractors and resources unless the private sector contractor, to whom the record pertains, gives prior written consent to the disclosure.

## 1.9 Fairness Monitor

To ensure the fairness, transparency and integrity of the procurement process, Canada has engaged the services of an independent third-party Fairness Monitor (FM) for the ITI in Sp of C2 Project procurement process. The role of the FM is to provide an attestation of assurance on the fairness, openness and transparency of the monitored activities.

The FM will not be part of the evaluation team but will, among other things, be granted access to any Response submitted in response to this ITQ and any related correspondence received by Canada pursuant to this ITQ. The FM will observe the evaluation of the ITQ responses with respect to Canada's adherence to the evaluation process described in this ITQ and will observe the response debriefings. The FM is under obligations pursuant to its contract with Canada to maintain the confidentiality of all information received as a result of its participation in this procurement process.

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## PART 2 - RESPONDENT INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Respondents who submit a response agree to be bound by the instructions, clauses and conditions of the ITQ and accept the clauses and conditions of the resulting contract in Part 7 (Funded Engagement).

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the ITQ, except that:

- i) Wherever the term "bid solicitation" is used, substitute "Invitation to Qualify";
- ii) Wherever the term "bid" is used, substitute "Response"; and
- iii) Wherever the term "Bidder(s)" is used, substitute "Respondent(s)".

Subsection 5.4, which discusses a validity period, does not apply, given that this ITQ invites respondents to qualify. Canada will assume that all respondents who submit a response wish to continue to qualify unless they advise the Contracting Authority, in writing, that they wish to withdraw their response.

#### Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

#### Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed and that the bidder is properly identified.

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3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

## 2.2 Submission of Responses

Responses must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the ITQ.

Note: For Suppliers choosing to submit a response using CPC Connect service for responses closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Responses will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions [2003](#), or to send responses through a CPC Connect message if the respondent is using its own licensing agreement for CPC Connect service.

It is the respondent's responsibility to ensure the request for opening a CPC Connect conversation is sent to the email address above at least six (6) days before the ITQ response date.

Responses can be submitted by fax to the following Facsimile Number: 819-997-9776.

## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Respondents 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 responses is completed, Canada will inform the Respondent 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 response non-responsive.

### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

### **Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Respondents agree that the successful Respondent's (qualified Supplier's) status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

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

If so, the Respondent must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

## **2.4 Enquiries - ITQ**

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

Respondents should reference as accurately as possible the numbered item of the ITQ to which the enquiry relates. Care should be taken by Respondents to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Respondent questions and Canada's corresponding answers will be posted on the Government Electronic Tendering Service (GETS), BuyandSell.gc.ca, as amendment(s) to the ITQ. 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 Respondent do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Respondents. Enquiries not submitted in a form that can be distributed to all Respondents may not be answered by Canada.

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## 2.5 Communication

To ensure the integrity of this competitive procurement process, all communication, including enquiries, regarding this ITQ must be submitted in writing (by email) and directed only to the Contracting Authority at the email address below:

### Contracting Authority

Public Services and Procurement Canada  
Aaron Abela

Email address: [TPSGC.PADivisionQE-APQEDivision.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PADivisionQE-APQEDivision.PWGSC@tpsgc-pwgsc.gc.ca)

Please ensure the subject line states: ITI in Sp of C2 Project.

All questions and answers will be posted on GETS Canada Buys (<https://canadabuys.canada.ca/en>) as amendment(s) to the ITQ.

## 2.6 Applicable Laws

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

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

## 2.7 Rights of Canada

In addition to any other rights described in this ITQ, Canada reserves the right, at its sole discretion, to:

- a) amend this ITQ, including the qualification criteria, at any time;
- b) cancel this ITQ at any time;
- c) reissue or re-open the ITQ at any time;
- d) if no Respondents are qualified and the requirement is not substantially modified, reissue the ITQ by inviting only those Respondents who submitted responses to the ITQ to submit new responses within a period designated by Canada;
- e) reject and not consider further a response if, in Canada's opinion, any component of the response presents potential, perceived or real issues or matters that may be injurious to the national security of Canada;
- f) remove at any time, any Qualified Respondent, if it presents potential, perceived or real issues that may be injurious to the national security of Canada; and
- g) at any time during Phase 3, suspend Phase 3; and re-open Phase 2.
- h) choose not to award any FE Contracts.

## 2.8 Security Requirements

As the ITI in Sp of C2 Project advances through the different procurement phases, security requirements will evolve and may increase.

A Respondent is not required to have a security clearance in order to become a Qualified Supplier; however, there will be security clearances and other security requirements for subsequent phases of the procurement process.

Once Canada is prepared to invite Qualified Suppliers to each of the activities in the subsequent procurement phases, including the Funded Engagement, the Contracting Authority will contact the

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Industrial Security Program to verify each Qualified Supplier's clearances. Those Qualified Suppliers who do not hold the appropriate clearances at that time will be contacted and advised that they cannot participate.

There may be additional security requirements for possible Classified Industry Day and One-on-One meetings, draft RFP, RFP, and Subsequent Contract(s). Qualified Suppliers that do not meet the security requirements associated with any particular phase will not be permitted to participate in that phase of the procurement process.

Suppliers that do not currently have personnel and organization security clearances through the Canadian federal government or their respective domestic Industrial Security Program, or Suppliers that do not meet the anticipated security requirements outlined in Annex C, should begin the clearance process early by contacting the Industrial Security Program (ISP) of PWGSC (<https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html>) website, or their respective domestic Industrial Security Program, as applicable. Suppliers should refer to Annex F - Request for Security Sponsorship for additional information.

Canada reserves the right to re-evaluate the security requirements at any time during the ITQ Phase or at any other time during the Procurement Process. While the current security requirement is at the level of SECRET, Canada may choose to include an option for the requirement to TOP SECRET, if deemed necessary. Similarly, if information comes to the attention of Canada where it becomes necessary to change the security requirement level, Canada will provide written notice to each Qualified Supplier at the earliest opportunity. Qualified Suppliers that do not have the highest security clearance described may wish to initiate the process to ensure they meet potential future requirements. Any delay in the award of a contract to allow a Qualified Supplier to obtain the required clearance will be at the entire discretion of the Contracting Authority.

## 2.9 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 the Office of the Procurement Ombudsman (OPO).
- (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.

## 2.10 Basis for Canada's Ownership of Intellectual Property

The Department of National Defence has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the grounds of National Security and that the main purpose of the Funded Engagement contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

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## PART 3 - RESPONSE PREPARATION INSTRUCTIONS

### 3.1 Response Preparation Instructions

Whether the Respondent chooses to submit its bid electronically or by facsimile, Canada requires that the Respondent submit its response in accordance with section 08 of the 2003 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Response  
Section II: Certifications  
Section III: Additional Information

Bids submitted by hardcopy will not be accepted.

#### Submission of Only One Response

A Respondent, including related entities (affiliates), will be permitted to submit only one response to this ITQ. If a Respondent or any related entities participate in more than one response Canada will provide those Respondents with five (5) working days to identify the single response to be considered by Canada. Failure to meet this deadline may result in all the affected responses being disqualified or in Canada choosing, in its discretion, which of the responses to evaluate.

A Respondent cannot be a subcontractor on another response.

A subcontractor can participate in more than one response as a sub.

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 Respondent if:

- 1) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- 2) they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*;
- 3) the entities have now or in the two years before ITQ closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship);  
or
- 4) 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.

Individual members of a joint venture cannot participate in another response, either by submitting a response alone or by participating in another joint venture.

#### Section I: Technical Response

In their technical response, Respondents should explain and demonstrate how they propose to meet the ITQ requirements.

The technical response must substantiate its compliance with and address clearly and in sufficient depth the mandatory criteria that are subject to evaluation in Annex G – Evaluation Criteria - Attachment 1 to Part 4 - Technical Mandatory Evaluation Criteria. Each of the Mandatory Evaluation Criterion must be addressed in sufficient detail to allow the evaluation team to verify the Respondent's compliance. Simply repeating the statement contained in the ITQ is not sufficient.

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In order to facilitate the evaluation of the response, Canada requests that Respondents address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Respondents may refer to different sections of their response by identifying the specific paragraph and page number where the subject topic has already been addressed.

### Customer Reference Contact Information

The Respondent should provide customer references, where indicated in Annex G – Evaluation Criteria - Attachment 1 to Part 4 – Technical Mandatory Evaluation Criteria. In conducting its evaluation of the responses, Canada may, but will have no obligation to request that a Respondent provide customer references should they have not been provided with the response. If Canada sends such a written request, the respondent will have 2 working days to provide the necessary information to Canada. Failure to meet this deadline will result in the response being declared non-responsive.

These customer references must each confirm, if requested by Canada, the facts identified in the Respondent's response.

The form of question to be used to request confirmation from customer references is as follows:

"Has *[the Respondent]* provided your organization with *[describe the services and, if applicable, describe any required time frame within which those services must have been provided]*?"

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

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

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

If more than one (1) reference is provided by the Respondent for the applicable criteria, only the first reference listed for the criteria identified will be contacted.

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

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

### Section II: Certifications

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

### Section III: Additional Information

#### Annex B – Basis of Payment

Respondents must submit with their proposals a fully completed copy of Annex B – Basis of Payment that reflects the composition of their Teams. Respondents must identify the Categories of Labour that will be used in the execution of the Work and their associated Hourly Labour Rates in Canadian funds. Qualified Suppliers that are issued a Funded Engagement Contract will be paid for future Work that is specified in authorized Task Authorizations in accordance with the Labour Categories and Hourly Labour Rates listed in Annex B.

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## Response Submission Form

Respondents are requested to include the Annex H - Response Submission Form, with their responses. It provides a common form in which Respondents can provide information required, such as a representative's contact name, the Respondent'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 requested by the Response Submission Form is incomplete or requires correction, Canada will provide the Respondent with an opportunity to provide the additional information or make the correction. Failure to provide the requested information within the timeline provided may result in the response being considered non-responsive and receiving no further consideration.

## Preferred Language for Future Communications

Each Respondent is requested to identify, in its Response Submission Form, which of Canada's two official languages it chooses to use for future communications with Canada regarding this ITQ and any subsequent phases of the procurement process.

Should all Qualified Suppliers under this ITQ choose the same official language, Canada may choose to conduct future communications and procurement phases with those Qualified Suppliers only in that official language.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Responses will be assessed in accordance with the entire requirement of the ITQ including the technical 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 Respondent has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.
- (b) An evaluation team composed of representatives of Canada will evaluate the responses. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- (c) PWGSC has engaged P1 Consulting Inc. as a fairness monitor for this procurement. The fairness monitor will not be part of the evaluation team, but will observe the evaluation of the responses with respect to Canada's adherence to the evaluation process described in this ITQ.
- (d) Canada will use the Phased Bid Compliance Process described below.

#### 4.1.1 Phased Bid Compliance Process (PBCP)

The Phased Bid Compliance Process applies to this requirement.

- i) Wherever the term "bid solicitation" is used, substitute "Invitation to Qualify";
- ii) Wherever the term "bid" is used, substitute "Response"; and
- iii) Wherever the term "Bidder(s)" is used, substitute "Respondent(s)";

##### 4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Respondents 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 responses or in responses by a Respondent to any communication from Canada.

THE RESPONDENT 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 RESPONSE HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A RESPONSE TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE RESPONDENT ALSO ACKNOWLEDGES THAT ITS Respondent TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS RESPONSE 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 Respondent and consider as part of the Response, any information to correct errors or deficiencies in the Response that are clerical or administrative, such as, without limitation, failure to sign the Response or any part or to

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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 Respondent 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 response solicitation closing in circumstances where the response solicitation expressly provides for this right. The Respondent will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Response being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) [2003](#) (2023-06-08) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after response solicitation closing in circumstances where the response 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 Respondent 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 Respondent at any address provided by the Respondent in or pursuant to the Response is deemed received by the Respondent 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 (2018-03-13) Phase I: Financial Bid**

*This Phase is not applicable to this ITQ.*

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

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

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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 Response, the Respondent shall identify such additional changes.

- (e) The Respondent'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 Response, the wording of the proposed change to that section, and the wording and location in the Response of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Respondent 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 Respondent's Response, and failure of the Respondent to do so in accordance with this subparagraph is at the Respondent's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Response submitted by the Respondent 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 Response as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Response, but will be considered by Canada in the evaluation of the Response at Phase II only for the purpose of determining whether the Response meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Response 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 Respondent in response to the CAR. If so, the Response will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Respondent shall bind the Respondent as part of its Response, but the Respondent'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 Response.
- (h) Canada will determine whether the Response is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Respondent in accordance with this Section. If the Response is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Response shall be considered non-responsive and will receive no further consideration.
- (i) Only Responses found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

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

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## 4.1.2 Technical Evaluation

### 4.1.2.1. Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria. The mandatory technical criteria are described in Annex G – Evaluation Criteria - Attachment 1 to Part 4 – Technical Evaluation Criteria.

#### Reference Checks

Whether or not to conduct reference checks is discretionary. However, if Canada chooses to conduct reference checks for any given mandatory requirement, it will check the references for that requirement for all Respondents who have not, at that point, been found non-responsive. Canada will notify each Respondent at least 5 working days prior to initiating the reference check process.

For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Respondents within a 48-hour period using the e-mail address provided in the response. A Respondent will not meet the mandatory technical criteria (as applicable) unless the response is received within 5 working days of the date that Canada's e-mail was sent.

On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Respondent by e-mail, to allow the Respondent to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Respondent is unavailable when required during the evaluation period, the Respondent may provide the name and e-mail address of an alternate contact person from the same customer. Respondents 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 Respondent 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 Respondent will have 3 working days to submit the name of a new contact. That contact will again be given 5 working days to respond once Canada sends its reference check request.

Wherever information provided by a reference differs from the information supplied by the Respondent, the information supplied by the reference will be the information evaluated.

A Respondent will not meet the mandatory technical evaluation criteria (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 Respondent itself (for example, the customer cannot be the customer of an affiliate of the Respondent nor will a mandatory be met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Respondent).

## 4.2 Basis of Selection

1. To be declared responsive, a response must:
  - a. comply with all the requirements of the ITQ; and,
  - b. meet all mandatory evaluation criteria.
2. Responses not meeting (a) or (b) will be declared non-responsive.
3. Responses meeting (a) and (b) will result in the Respondents becoming Qualified Suppliers for the next phases of the procurement process.

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4. Respondents who become Qualified Suppliers as a result of this ITQ may be given the opportunity to be awarded a contract for the Funded Engagement.

Respondents should note that all contract award(s) for the Funded Engagement are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract(s). Despite the fact that the Qualified Supplier may have been recommended for contract award(s) for the Funded Engagement, 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 for the Funded Engagement.

Unsuccessful Respondents will not be given another opportunity to participate or be re-evaluated for the subsequent phases of the procurement process.

5. Canada will provide written notice to each Respondent informing of their qualification status.

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Respondents must provide the required certifications and additional information to become a Qualified Supplier and be given the opportunity to be awarded a contract for the Funded Engagement.

The certifications provided by Respondents to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a response non-responsive, or will declare a Supplier unqualified or in default if any certification made by the Respondent is found to be untrue, whether made knowingly or unknowingly, during the response evaluation period or any of the subsequent procurement phases or during the FE contract period.

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

### **5.1 Certifications Required with the Response**

Respondents must submit the following duly completed certifications as part of their response.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.2 Certifications Precedent to Becoming a Qualified Supplier or Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the response 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 Respondent of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the response non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Federal Contractors Program for Employment Equity - Response Certification**

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

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

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### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Non-Disclosure Requirement**

A Qualified Supplier must complete Annex D – Non-Disclosure Agreement prior to receiving and participating in a Funded Engagement contract. The NDA is only mandatory for Qualified Suppliers who participate in the FE contract phase, however, Respondents to the Invitation to Qualify are encouraged to submit the NDA with their ITQ response and return to Canada.

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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements – ITQ

- a) There are no security requirements for the ITQ; and,
- b) Respondents do not require a Security Clearance in order to become a Qualified Supplier; however,
- c) There are security requirements for the post-ITQ – Funded Engagement Contract, therefore, Qualified Suppliers wishing to be issued a post-ITQ Funded Engagement Contract must hold the appropriate Security Clearances at the contract award stage;
- d) There are also security requirements associated with the follow-on RFP and any resulting post-RFP Contracts;
- e) For information purposes, Suppliers are hereby informed that the amount of time to obtain required security clearance levels may be lengthy and is contingent upon the specific clearance levels required. Suppliers are solely responsible for obtaining such clearances. Suppliers that do not currently have personnel and organization security clearances through the Canadian federal government or their respective domestic Industrial Security Program, or Suppliers that do not meet the anticipated security requirements outlined in this document, should begin the clearance process early by visiting the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 6.2 Security Requirements – Post-ITQ Funded Engagement Contract

1. **At the Funded Engagement Contract award stage**, the following conditions must be met in order to be issued a Funded Engagement Contract:
  - (a) the Qualified Supplier must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Qualified Supplier's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) There are security requirements for the post-ITQ Funded Engagement Contract, therefore, Qualified Suppliers wishing to be issued a post-ITQ Funded Engagement Contract must hold the appropriate Security Clearances at the contract award stage;
  - (d) the Qualified Supplier's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (e) the Qualified Supplier must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Suppliers are reminded to begin the process of obtaining security clearances promptly as no delays will be entertained in the awarding of Funded Engagement contract(s) for the purpose of allowing Qualified Suppliers to obtain the required clearances.

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3. For additional information on security requirements, Suppliers 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.

This security requirement contains a Foreign Ownership, Control or Influence (FOCI) requirement. Qualified Supplier(s) selected to undergo a FOCI assessment will be contacted via email by the FOCI Evaluation Office. Qualified Supplier(s) must provide the information requested by FOCI Evaluation Office in the most timely manner possible. Failure to provide the requested information within thirty (30) calendar days, or within the timeframe otherwise specified, may result in the Qualified Supplier(s) not being awarded a contract for the Funded Engagement.

Qualified Suppliers that do not meet these security requirements at the Funded Engagement Contract award stage, will not be awarded a contract for this phase, but permitted to participate in the RFP.

### 6.2.1 Visit Clearance Request (VCR)

Specific security requirements for each task under the Funded Engagement Contract will be specified in each Task Authorization (TA) request. If there is a requirement to visit DND sites in the execution of the TA work, it is the responsibility of the FE Contractor to have an approved, current and valid Visit Clearance Request (VCR) prior to the start of work and for its duration.

VCR applications can be obtained by contacting the designated Base Security Officer (BSO) / Unit Security Supervisor (USS). Contact information for Base Security Personnel may be obtained through the Technical Authority.

### 6.3 Controlled Goods Requirement

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

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the successful Respondent and any subcontractor are registered, exempt, or excluded under the CGP.

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

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

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## PART 7 - RESULTING CONTRACT CLAUSES (FUNDED ENGAGEMENT)

The following clauses and conditions apply to and form part of any contract resulting from the Invitation to Qualify (ITQ). Qualified Suppliers who are awarded a contract for the Funded Engagement (FE) will become FE Contractors for the purpose of the FE.

### 7.1 Statement of Work

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

**Client:** Under the Contract, the "**Client**" is the Department of National Defence however Canada reserves the right to amend the Contract for the purpose of including Other Government Departments (OGD's), as required.

**Reorganization of Client:** The FE 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.

**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.

#### 7.1.2 Task Authorization

##### Task Authorization Process:

**(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 FE Contract. The FE Contractor must not commence work until a validly issued TA has been issued by the Contracting Authority and received by the FE Contractor. The FE Contractor acknowledges that any work performed before such issuance and receipt will be done at the FE Contractor's own risk.

**(b) Allocation of Task Authorizations:** If there is only one Qualified Supplier resulting from the ITQ its proposal will be recommended for award of an FE contract. Upon such an award, that contract may be allocated 100% of the funding to be expended. If there is more than one Qualified Supplier resulting from the ITQ, each Qualified Supplier will be recommended for award of an FE contract. Upon award of multiple FE contracts, the anticipated funding to be expended will be divided equally between those contracts. If the expected funding to be expended increases, the increased funding will be divided equally between all Qualified Suppliers holding FE contracts. If one or more of the FE contracts is terminated, then Canada reserves the right to allocate 100% of the funding to the remaining FE Contractors. Task Authorizations issued under this series of contracts will be allocated in accordance with the following:

- I. At the time this series of FE contracts was awarded, each FE Contractor was allocated an equal amount of funding as specified in the Limitation of Expenditure based on the evaluation process described in the ITQ that resulted in the award of this series of FE contracts.
- II. When a TA is issued, the Procurement Authority will issue the same draft TA consisting of the same scope of work to each FE Contractor. This process will be repeated for each subsequent series of Task Authorizations issued by Canada.

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- III. Each FE Contractor that is sent a draft TA will have the time set out further below under the subparagraph entitled "Contractor's Response to Draft Task Authorization" to respond to the Procurement Authority.
- IV. Should any FE Contractor to whom the draft TA was sent either fail to respond on time or confirm in writing that it refuses to accept the task, that FE Contractor will not be issued a TA for that scope of work. This does not prevent the FE Contractor from either receiving or being issued future TA work, in accordance with subparagraph 2 above.
- V. In the event that Canada determines the proposed resource(s) does/do not meet the minimum experience or other requirements of the categories identified in the draft TA, Canada will request that the FE Contractor propose another resource and the FE Contractor will have the time set out in the subparagraph "Contractor's Response to Draft Task Authorization" to respond. If the FE Contractor fails to respond on time or Canada determines that the proposed resource(s) does/do not meet the minimum experience or other requirements of the categories identified in the draft TA, that FE Contractor will not be issued a TA for that scope of work.
- VI. If the FE 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 FE Contractor's FE Contract and may be re-allocated, at the Contracting Authority's sole discretion, in whole or in part, to the other FE Contractors.
- VII. The process of sending out a draft TA will continue until Canada either cancels the requirement for the task for that scope of work, or it has been issued to one or more of the FE Contractors. In the event that the entirety of the FE Contractors are unable or unwilling to respond to a TA requirement, Canada will first conduct further inquiries to determine the basis for the non-response from FE Contractors prior to taking any further action. Such further action could include investigating whether third parties could take on the Work associated with the TA requirement.
- VIII. Any of the FE Contractors may advise the Procurement Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under one or more TAs issued under, and no draft TA will be sent to that FE Contractor until that CFE Contractor has given notice in writing to the Procurement Authority and the Contracting Authority that it is again available to perform additional tasks.
- IX. **Unreasonably High and Low Quotes:** For each specific TA, upon receipt of all TA responses, Canada will determine an average quoted TA price by dividing the sum of all TA responses by the number of responses received. For the purposes of the FE Contracts, FE Contractors will be considered to offer an unreasonably **low** quote in response to a request for Task Authorization if the quote offered by the FE Contractor, that is otherwise compliant, is found to be more than 20% below the average quoted price, that price will be considered unreasonably low and excluded from the unreasonably high quote calculation. The average quoted price shall be recalculated with the exclusion of the unreasonably low price. FE Contractors who provide an unreasonably low quote for a TA (scope of work) will still be eligible to receive an individual TA.

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Consider the following example where 5 responses were received:

Responses	Quoted Price
Response 1	\$50
Response 2	\$100
Response 3	\$105
Response 4	\$120
Response 5	<u>\$150</u>
TOTAL	\$525
Average Price (Total/ # of Responses Received)	\$525/5 = \$105

In order to calculate which quotes are more than 20% lower than the average quoted price, the following formula will be used:  $[(\text{Quoted Price} - \text{Average Price}) / \text{Average Price}]$

Therefore, the % difference between the quoted prices that are below the average price are calculated as follows:

**Response 1:**  $[(\$50 - \$105) / \$105] = -52\%$

Response 2:  $[(\$100 - \$103) / \$103] = -5\%$

Response 1 is considered an unreasonably **low** quote and will be removed to recalculate the average price for determining an unreasonably **high** quote.

Therefore, the average price would be recalculated to the following:  $[(\$100 + \$105 + \$120 + \$150) / 4] =$   
**\$118.75.**

For the purposes of this FE, FE Contractor's will be considered to offer an unreasonably **high** quote in response to a request for Task Authorization if the quote offered by the FE Contractor is more than 20% higher than the average quoted price. In the event that a FE Contractor submits an unreasonably high quote that is otherwise compliant, that FE Contractor will be offered a TA with a limitation of expenditure that is not greater than the unreasonably high quote benchmark of 20% above the average quoted price. As this will be considered the limitation of expenditure for the TA, FE Contractor's will not be reimbursed for any costs beyond this limit. FE Contractors will be permitted to continue performing work identified in the TA, however all costs incurred by the FE Contractor in excess of the limitation of expenditure will not be reimbursed by Canada as it will be considered an investment by the FE Contractor toward the success of the ITI in Sp of C2 requirement.

Continuing with the example above, an unreasonably **high** quote is one that is 20% higher than the average quoted price, which was recalculated above to be **\$118.75**. In order to calculate which quotes are more than 20% higher than the average quoted price, the following formula must be used:  $[(\text{Quoted Price} - \text{Average Price}) / \text{Average Price}]$ .

Therefore, the % difference between the quoted prices that are above the average price are calculated as follows:

Response 4:  $[(\$120 - \$118.75) / \$118.75] = 3\%$

**Response 5:**  $[(\$150 - \$118.75) / \$118.75] = 26\%$

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The quoted price from Response 5 is 26% higher, therefore the FE Contractor will be reimbursed at a price that is equal to the average price of \$118.75 plus 20%, which is \$142.50 (\$118.75 x 1.20). Therefore, the difference of \$7.50 is in excess of the limitation of expenditure and will not be reimbursed by Canada as it is considered an investment by the FE Contractor.

FE Contractor's may be told about the scope of each TA to be issued in advance of the first TA being approved or soon afterward.

Canada reserves the right to increase the limitation of expenditure of the FE Contract(s) at any time during the contract period.

### **(c) Task Authorization Limit**

The Procurement Authority may authorize individual task authorizations up to a limit of \$250,000.00 CAD Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Procurement Authority and Contracting Authority before issuance.

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

1. Canada's total liability to the Contractor under the FE Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of **\$ TBD at Contract Award** \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the FE Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The FE Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the FE 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.
4. If the notification is for inadequate contract funds, the FE Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the FE Contractor does not increase Canada's liability.

### **(e) Form and Content of Draft Task Authorization:**

- I. The Procurement Authority will provide the FE Contractor with a description of the task in a draft format using the "Task Authorization Form" specified in Annex E.
- II. The draft TA will contain the details of the activities to be performed, a description of the deliverables and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The draft TA will also include the applicable basis (bases) and method (methods) of payment as specified in the FE Contract.
- III. A draft Task Authorization must also contain the following information, if applicable:
  - a) the contract number;
  - b) the task number;

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- c) The date by which the FE Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
- d) the categories of resources and the number required;
- e) a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
- f) the start and completion dates;
- g) any option(s) to extend initial end date (if applicable);
- h) milestone dates for deliverables and payments (if applicable);
- i) the number of person-hours of effort required;
- j) whether the work requires on-site activities and the location;
- k) the language profile of the resources required;
- l) the level of security clearance required of resources;
- m) the price payable to the FE Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the FE 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);
- n) the method of Payment requested;
- o) the PSPC file number and contract serial number, as shown on page 1 of this contract; and,
- p) any other constraints that might affect the completion of the task.

**(f) FE Contractor's Response to Draft Task Authorization:**

The FE Contractor must provide to the Procurement Authority, within ten (10) working days of receiving the draft Task Authorization, a quotation with the proposed total price for performing the task and a breakdown of that cost, established in accordance with Annex B - Basis of Payment specified in the Contract, as well as its corresponding proposed resource(s). The FE Contractor's quotation must be based on the rates set out in the Contract. The FE Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

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

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

- i. for any TA with a value, the TA must be signed by:

- A. the Procurement Authority; and
- B. the FE Contractor; and
- C. the Contracting Authority.

Any TA that does not bear the appropriate signatures is not validly issued by Canada. Any work performed by the FE Contractor without receiving a validly issued TA is done at the FE Contractor's own risk. If the FE Contractor receives a TA that is not appropriately signed, the FE Contractor must notify the Contracting Authority.

**(h) Administration of Task Authorization Process for DND:**

The administration of the Task Authorization process will be carried out by DES Proc 6-4 team 4.

**(i) Pre-Cleared Resources:**

The FE Contractor must:

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- i. ensure that the list of resources for work under this Contract or acceptable alternatives remain available in appropriate quantities for work under the Task Authorizations to be issued in accordance with this FE Contract, and must also ensure that these individuals maintain any professional qualifications and security levels associated with the corresponding resource categories of the ITQ response for which they are available; and
- ii. avoid delays associated with the Contract's security requirements by initiating the assessment and security clearance of additional resources by Canada within fifteen (15) business days of Contract award and on an ongoing basis during the Contract Period, in the quantities specified for each resource category stated in Annex B – Basis of Payment. Each such resource must meet the minimum qualifications applicable to the resource category for which they are available, as well as the security requirements identified in the Contract. If accepted by Canada, the FE Contract will be amended to list each such resource by name.

There is no limit to the number of resources that the FE Contractor may submit for consideration and assessment on an ongoing basis; however, the submission of alternatives does not relieve the FE Contractor from its obligation to provide, for a given task, specific individuals to be provided to Canada in a validly issued TA or elsewhere as required by the terms of this FE Contract.

**(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.

#### **7.1.2.1 Periodic Usage Reports - Contracts with Task Authorizations**

The FE Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The FE Contractor must provide this data 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 FE Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 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.

#### **Reporting Requirement – Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

##### **For each authorized task:**

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized TA of each task, exclusive of Applicable Taxes;

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- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

#### For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the FE contract (as last amended, as applicable) as Canada's total liability to the FE Contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

[2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 7.2.2 Supplemental General Conditions

[4007](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

FE Contractor's must identify any Intellectual Property (IP) content with regards to any information shared with Canada. This includes, but is not limited to, shared documentation, plans, thoughts, ideas and recommendations presented both verbally, in writing or digitally. Otherwise, information will be considered non-proprietary.

## 7.3 Security Requirements

**7.3.1** The following security requirements apply and form part of the Contract.

### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. W8474-18IT01

1. The Qualified Supplier/FE Contractor must, at all times during the performance of the Contract, hold a valid **Facility Security Clearance** at the level of **SECRET**, with approved Document safeguarding at the level of **SECRET**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. This Contract includes access to **Controlled Goods**. Prior to access, the Qualified Supplier/FE Contractor must be registered in the Controlled Goods Program of PWGSC.
3. The Qualified Supplier/FE Contractor personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the CSP, PWGSC.
4. The Qualified Supplier/FE Contractor personnel requiring access to CLASSIFIED information, assets or sensitive site(s) **must be citizens of Australia, Canada, New Zealand, the United Kingdom, or the United States of America** and must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by the CSP, PWGSC.

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5. The Qualified Supplier/FE Contractor personnel requiring access to FOREIGN CLASSIFIED/PROTECTED information, assets or sensitive site(s) **must be citizens of Australia, Canada, New Zealand, the United Kingdom, or the United States of America** and must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by the CSP, PWGSC.
  6. The Qualified Supplier/FE Contractor personnel requiring access to NATO UNCLASSIFIED information or assets do not require to hold a personnel security clearance; however, the Qualified Supplier/FE Contractor must ensure that the NATO Unclassified information is not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information.
  7. The Qualified Supplier/FE Contractor personnel requiring access to NATO RESTRICTED information or assets **must be citizens of a NATO member country or a permanent resident of Canada** and EACH hold a valid **RELIABILITY STATUS** or its equivalent, granted or approved by the appropriate delegated NATO Security Authority.
  8. Processing of CLASSIFIED/PROTECTED information electronically at the Qualified Supplier/FE Contractor site is NOT permitted under this Contract/Standing Offer.
  9. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
  10. The Qualified Supplier/FE Contractor must submit the completed FOCI package including the associated documentation as prescribed in the FOCI Guidelines and Questionnaire by the due date identified in the email sent by the FOCI office.
  11. Before accessing any Foreign Government information or assets, the Qualified Supplier/FE Contractor must be in possession of a determination letter, specific to this Contract which will expire at the end of this Contract or any contract extensions, from the FOCI Office identifying the results of the FOCI assessment.
  12. If the "Under FOCI with Mitigation Measures" determination letter requires mitigation measures to be implemented, these measures must be implemented and approved by the FOCI Office prior to the Qualified Supplier/FE Contractor or their personnel access to Foreign Government, information or assets. The mitigation measures must remain implemented throughout the duration of the contract, including any contract extension(s) if applicable.
  13. The CSP retains the right to suspend the winning respondent/FE Contractor's organizational clearance if the Qualified Supplier/FE Contractor becomes subject to an "Under FOCI with Mitigation Measures" determination and chooses not to implement the required mitigation measures.
  14. The Qualified Supplier/FE Contractor must maintain their FOCI determination of "Not under FOCI", or "Under FOCI with Mitigation Measures" status throughout the duration of the Contract, including any contract extension(s) if applicable.
  15. The Qualified Supplier/FE Contractor must immediately provide the FOCI Office with documentation pertaining to any changes to the organization's corporate and or ownership structure as well as any increase in foreign income or foreign debt from what was reported to the FOCI Office for the initial FOCI assessment. The Qualified Supplier/FE Contractor will be subject to a FOCI re-assessment based on this new information to re-determine the FOCI status of the Qualified Supplier/FE Contractor.

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16. An "Under FOCI" determination letter with no possible mitigation measures will result in the Qualified Supplier/FE Contractor not being able to obtain the necessary security clearances, to obtain and or maintain a Facility Security Clearance (FSC) and personnel clearances with the CSP, and consequently not meeting the security requirements of the contract.
17. The Qualified Supplier/FE Contractor must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C; and,
  - b) *Contract Security Manual* (Latest Edition).

**NOTE:** There are **multiple levels of personnel security screenings** associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.

**NOTE:** There are **multiple levels of release restrictions** associated with this file. In this instance, a *Security Guide* should be added to the SRCL clarifying these restrictions. The *Security Guide* is normally generated by the organization's project authority and/or security authority.

**NOTE:** As Australia and New Zealand are not NATO countries, no NATO information will be released to Australians or New Zealanders unless special permission is obtained from the CSP, PWGSC.

**SECURITY REQUIREMENT FOR FOREIGN SUPPLIER:  
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1. All CANADA PROTECTED / CLASSIFIED information/assets, furnished to the Foreign recipient Qualified Supplier/FE Contractor or produced by the Foreign recipient Qualified Supplier/FE Contractor, shall be safeguarded as follows:
2. All CANADA PROTECTED / CLASSIFIED information/assets provided or generated under this Contract will continue to be safeguarded in the event of withdrawal by the recipient party or upon termination of the Contract, in accordance with the National legislation, regulations and policies of their country.
3. The Foreign recipient Qualified Supplier/FE Contractor shall provide the CANADA PROTECTED / CLASSIFIED information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National legislation, regulations and policies of, National Security legislation and regulations and as prescribed by the National Security Authority (NSA) or Designated Security Authority (DSA) of their country.
4. All CANADA PROTECTED / CLASSIFIED information/assets provided to the Foreign recipient Qualified Supplier/FE Contractor pursuant to this FE Contract by the Government of Canada, shall be marked by the Foreign recipient Qualified Supplier/FE Contractor with the equivalent security classification utilized by their country and in accordance with the National legislation, regulations and policies of their country.
5. The Foreign recipient Qualified Supplier/FE Contractor shall, at all times during the performance of this Contract, ensure the transfer of CANADA PROTECTED / CLASSIFIED information/assets be facilitated in accordance with the National legislation, regulations and policies of their country, and in compliance with the provisions of the Bilateral Industrial Security Instrument between their country and Canada.
6. Upon completion of the work, the Foreign recipient Qualified Supplier/FE Contractor shall return to the Government of Canada, via government-to-government channels, all CANADA

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PROTECTED / CLASSIFIED information/assets furnished or produced pursuant to this Contract, including all CANADA PROTECTED / CLASSIFIED information/assets released to and/or produced by its subcontractors, unless otherwise authorized in writing by the Canadian DSA.

Canadian persons that examine, possess, or transfer controlled goods (\*refer to Note) that are domestically controlled by Public Services and Procurement Canada (PSPC) for Contracts and Subcontracts are required to register with PSPC's Controlled Goods Program (CGP) before accessing controlled goods, unless excluded from CGP registration as defined by the Controlled Goods Regulations.

Throughout the duration of this Contract and Subcontract, the Foreign recipient Qualified Supplier/FE Contractor and Subcontractor must adhere to its respective national policies pertaining to the examination, possession, or transfer of controlled goods and must immediately report to its responsible National Security Authority (NSA) all cases in which it is known or there is reason to suspect that controlled goods, furnished or generated pursuant to this Contract and Subcontract have been lost or disclosed to unauthorized persons (entities not registered with the CGP or entities not excluded from CGP registration), including but not limited to a third party government, person, firm, or representative thereof. Controlled goods which are lost or compromised while handled outside of Canada, should be immediately reported, as per the requirements of the Treasury Board of Canada Secretariat's Controlled Goods Directive and Directive on Material Management and to the Canadian Government Authority owner of the controlled goods, for example the Canadian Department that issued the controlled goods to the Foreign recipient Qualified Supplier/FE Contractor and Subcontractor, as part of this Contract and Subcontract. Additionally, controlled goods that are lost or disclosed to unauthorized persons which are subject to the United States of America's (U.S.) the export controls of International Traffic in Arms Regulations of the United States of America *International Traffic in Arms Regulations*, will require the NSA or the Canadian Government Authority owner to report the situation to the U.S. exporter or the U.S. Department of State's Directorate of Defense Trade Controls (DDTC).

\*Note: Controlled goods are goods, including components and their associated technologies (e.g., blueprints, technical specifications, etc.), that primarily have a military or national security significance, including "defense articles" that are controlled by the United States' *International Traffic in Arms Regulations*. The list of controlled goods Controlled Goods List contained in the Schedule to the *Defence Production Act* (section 35) details the specific controlled goods that are domestically controlled by PSPC.

7. The Foreign recipient Qualified Supplier/FE Contractor must identify an authorized Contract Security Officer (CSO) to be responsible for the overseeing of the security requirements, as defined in this Contract. This individual will be appointed by the proponent Foreign recipient Qualified Supplier/FE Contractor's Chief Executive Officer or Designated Key Senior Official, defined as an Owner, Officer, Director, Executive, and/or partner who occupies a position which would enable them to adversely affect the organization's policies or practices in the performance of the Contract.
8. Such CANADA PROTECTED / CLASSIFIED information/assets must be released only to foreign recipient Qualified Supplier/FE Contractor personnel who have a need to know for the performance of the Contract, must be a citizen of Canada, the United States of America, the United Kingdom, Australia and New Zealand, and must each hold a valid personnel security screening at the level of SECRET, as required, granted or approved by their respective country National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national legislation, regulations and policies of their country.
9. The Foreign recipient Qualified Supplier/FE Contractor shall not access NATO RESTRICTED information/assets without prior consultation with their respective NSA/DSA for appropriate

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- safeguarding measures in accordance with the National legislation, regulations and policies of their country.
10. The Foreign recipient Qualified Supplier/FE Contractor personnel requiring access to NATO UNCLASSIFIED information/assets are not required to hold a personnel security clearance issued by their National Security Authority/Designated Security Authority. The Foreign recipient Qualified Supplier/FE Contractor shall, nevertheless, ensure that the NATO UNCLASSIFIED information/assets are not releasable to third parties and that the "need to know" principle is applied to personnel accessing this information/asset. For the purpose of this clause, the "need to know" principle means that the National Security Authority/Designated Security Authority has positively determined that a prospective recipient of NATO UNCLASSIFIED information/assets, has a requirement for access to, knowledge of, or possession of the NATO UNCLASSIFIED information/assets, in order to perform the services and tasks required pursuant to the Contract. Contracts which contain NATO UNCLASSIFIED requirements are NOT to be awarded without the prior written approval of the Canadian DSA.
  11. Until the Foreign recipient's responsible NSA/DSA for industrial security of their country has provided Canadian DSA with the required assurance that Foreign recipient Qualified Supplier/FE Contractor personnel are from NATO member countries and have a Need to Know, the Foreign recipient Qualified Supplier/FE Contractor personnel SHALL NOT HAVE ACCESS to NATO UNCLASSIFIED / RESTRICTED information/assets, and SHALL NOT ENTER "Government of Canada" or "Qualified Supplier/FE Contractor" sites where such information/assets are kept, without an escort. An escort is defined as "a Government of Canada" or "Qualified Supplier/FE Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.
  12. Until the Foreign recipient's responsible National Security Authority (NSA) or Designated Security Authority (DSA) for industrial security of their country has provided Canadian DSA with the required written Personnel Security Screening assurances, the Foreign recipient Qualified Supplier/FE Contractor personnel SHALL NOT HAVE ACCESS to SECRET: CANADA PROTECTED / CLASSIFIED information/assets, and SHALL NOT ENTER "Government of Canada" or "Qualified Supplier/FE Contractor" sites where such information or assets are kept, without an escort. An escort is defined as "a Government of Canada" or "Qualified Supplier/FE Contractor" employee who holds the appropriate Personnel Security Clearance at the required level.
  13. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of {their respective National Security Authority (NSA) or Designated Security Authority (DSA), in accordance with the national legislation, regulations and policies of their country / the Canadian DSA.
  14. The Foreign recipient Qualified Supplier/FE Contractor shall not use the CANADA PROTECTED / CLASSIFIED information/assets for any purpose other than for the performance of the Contract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
  15. The Foreign recipient Qualified Supplier/FE Contractor visiting Canadian Government or industrial facilities, under this Contract, will submit for approval a Request for Visit form to Canada's Designated Security Authority (DSA) through their respective National Security Authority (NSA) or Designated Security Authority (DSA).
  16. The Foreign recipient Qualified Supplier/FE Contractor shall immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED / CLASSIFIED information/assets pursuant to this Contract has been compromised.

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17. The Foreign recipient Qualified Supplier/FE Contractor shall immediately report to its respective National Security Authority (NSA) or Designated Security Authority (DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED / CLASSIFIED information/assets accessed by the Foreign recipient Qualified Supplier/FE Contractor , pursuant this Contract, have been lost or disclosed to unauthorized persons.
18. The Foreign recipient Qualified Supplier/FE Contractor shall not disclose CANADA PROTECTED / CLASSIFIED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent shall be sought through the recipient's National Security Authority/ Designated Security Authority (NSA/DSA) / Canadian DSA.

The Foreign recipient Qualified Supplier/FE Contractor must comply with the provisions of the Security Requirements Check List attached at Annex C.

### 7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

Where safeguarding measures are required in the performance of the Work, the FE Contractor must diligently maintain up to date the information related to the FE Contractor 's and proposed individuals' sites or premises for the following addresses: (*Completed at Contract Award*)

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

The Company Security Officer must ensure through the [Contract Security Program](#) that the FE Contractor and individuals hold a valid security clearance at the required level.

### 7.4 Non-Disclosure Requirement

The FE Contractor acknowledges and understands the Contract contains information that is sensitive and must be held in confidence without disclosure, except to those individuals who have a need-to-know solely for the purpose of performing the Contract. By accepting the Contract, the FE Contractor certifies that it will not communicate in any way the existence of this Contract, any of its contents or any related information to anyone, internal or external to the Government of Canada, other than the designated Government of Canada Contracting, Technical or Procurement Authority representatives, its employees who need-to-know, or persons who have agreed in writing to be bound by the same restrictions of use and disclosure as stated in this Contract and who are also in possession of any required Canadian and Industrial Security Directorate (CISD) security clearance or any required Controlled Goods Program registration. The FE Contractor further certifies that it has put in place and will maintain all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to protect such information. A breach of this non-disclosure requirement is a default under the General Conditions. Such breach may also be subject to action pursuant to Canada's *Vendor Performance Corrective Measures Policy*, the *Code of Conduct for Procurement*, or other applicable policies.

In addition to the above, the FE Contractor has or will execute and enforce the Non-Disclosure Agreements which are specified in Annex D – Non-Disclosure Agreements.

### 7.5 Term of Contract

#### 7.5.1 Period of the Contract

The period of the Contract is 1 year from date of Contract Award.

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## 7.5.2 Option to Extend the Contract

The FE Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The FE Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the FE 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.

## 7.6 Authorities

### 7.6.1 Contracting Authority

The Contracting Authorities for the Contract are:

Name: Aaron Abela  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch – Information Security and Electronic Warfare Division  
Address: Place du Portage, Phase III, 8C2 Gatineau, Quebec, Canada. K1A 0S5  
Telephone: 416-262-6212  
E-mail address: [Aaron.Abela@pwgsc-tpsgc.gc.ca](mailto:Aaron.Abela@pwgsc-tpsgc.gc.ca)

### 7.6.2 Technical Authority

The Technical Authority for the Contract is: *[Information will be inserted at contact award]*

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

In this person's absence, the Technical Authority is:

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

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

### 7.6.3 Procurement Authority

The Procurement Authority for the Contract is: *[Note: Information will be inserted at contact award]*

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The FE Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### **7.6.4 Funded Engagement (FE) Contractor's Representative** [*To be completed by Respondent*]

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

#### **7.7 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 FE Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

#### **7.8 Authorized Users**

##### **Federal Identified Users**

The Identified Users authorized to request Task Authorizations against the Contract are the Department of National Defence.

#### **7.9 Payment**

##### **7.9.1 Basis of Payment: Individual Task Authorizations**

The FE Contractor will be paid for the Work specified in the authorized TA, in accordance with the Basis of Payment at Annex B.

Canada's liability to the FE Contractor under the authorized TA must not exceed the value specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the FE Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

1. The Basis of Payment attached at Annex "B" must be used to price any task requested under this Contract.

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2. Depending on the type of TA, one of the following basis of payment will form part of each TA document:

**(a) For a Firm Price TA:** In consideration of the FE Contractor satisfactorily completing all of its obligations under the TA, the FE Contractor will be paid the firm price stipulated in the applicable TA document, calculated in accordance with Annex "B".

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the FE Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

**(b) For a TA subject to a Ceiling Price:** The FE Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the TA, to the ceiling price specified in the applicable TA document, which will be established based on the rates and other provisions set out in Annex "B".

The ceiling price is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment specified in the TA document.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the FE Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

**(c) For a TA subject to a Limitation of Expenditure:** The FE Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the TA, in accordance with the Basis of Payment specified in the applicable TA document, which must be established based on the rates and other provisions set out in Annex "B".

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the FE Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work. The FE Contractor will not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The FE Contractor must notify the Technical Authority, in writing, as to the adequacy of this sum when:

- (i) it is 75 percent committed, or
- (ii) four (4) months prior to the final delivery date of the TA, or
- (iii) if the FE Contractor considers that the funds provided are inadequate for the completion of the Work,

whichever comes first.

In the event that the notification refers to inadequate funds, the FE Contractor must provide to the Technical Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase Canada's liability.

### 7.9.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations

1. Canada's total liability to the FE Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the amount set out on Page 1 of the Funded Engagement Contract. The

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amount specified on Page 1 of the Contract may be amended from time to time by Canada as required. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada will be authorized or paid to the FE Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The FE Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the FE 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.
4. If the notification is for inadequate contract funds, the FE Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the FE Contractor does not increase Canada's liability.

### 7.9.3 Methods of Payment

**7.9.3.1** Task Authorizations will specify one or a combination of the methods of payment outlined below. The choice of the method of payment is at the sole discretion of Canada. In addition to the terms of the method of payment chosen, Canada will only pay the FE Contractor if:

- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract, and
- ii. all such documents have been verified by Canada.

**7.9.3.2** In accordance with the payment provisions of the Contract and Task Authorization, Canada may make:

- (a) **Single Payment** to the FE Contractor upon completion and acceptance by Canada of all the Work specified in the Task Authorization.  
SACC Manual Clause [H1000C](#) (2008-05-12), Single Payment
- (b) **Milestone Payments** to the FE Contractor in accordance with the Schedule of Milestones detailed in the Task Authorization, upon completion and acceptance by Canada of the Work and any deliverable(s) associated with each milestone.  
SACC Manual Clause [H3010C](#) (2016-01-28), Milestone Payment
- (c) **Monthly Payments** to the FE Contractor for work performed during the month that is covered by the invoice. Monthly payments are considered interim payments until the Work performed has been accepted by Canada. Payments will be made not more frequently than once a month.  
SACC Manual Clause [H1008C](#) (2008-05-12), Monthly Payment
- (d) **Other methods of payment** may be used in a Task Authorization at the sole discretion of the PSPC Contracting Authority.

### 7.9.4 T12024 – Direct Request by Customer Department

SACC Manual Clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

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## **7.9.5 Electronic Payment of Invoices – Contract (Completed at Contract Award)**

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only).

## **7.9.6 Discretionary Audit**

SACC *Manual* clause [C0100C](#) (2010-01-11), Discretionary Audit – Commercial Goods and/or Services

## **7.9.7 Time Verification**

SACC *Manual* clause [C0711C](#) (2008-05-12) Time Verification

## **7.10 Invoicing Instructions**

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

Where applicable, invoices must be supported by:

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

2. Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **7.11 Certifications and Additional Information**

### **7.11.1 Compliance**

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

### **7.11.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The FE Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the FE 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 FE Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the FE Contractor in default as per the terms of the Contract.

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## 7.12 Applicable Laws

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

## 7.13 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4007](#) (2022-12-01), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions [2035](#) (2022-12-01), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Non-Disclosure Agreements;
- (h) Annex E, Task Authorization Form;
- (i) the FE Contractor 's response dated \_\_\_\_\_, (*insert date of response*).

## 7.14 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16), Defence Contract

## 7.15 Foreign Nationals

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)  
SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

## 7.16 Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement

## 7.17 Controlled Goods Program

SACC Manual clause [A9131C](#) (2020-11-19), Controlled Goods Program - Contract  
SACC Manual clause [B4060C](#) (2011-05-16), Controlled Goods

## 7.18 Safeguarding Electronic Media

Before using them on Canada's equipment or sending them to Canada, the FE 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 FE 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.

If magnetically recorded information or documentation is damaged or lost while in the FE Contractor 's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the FE Contractor immediately replace it at its own expense.

## 7.19 Canadian Forces Site Regulations

SACC Manual Clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations.

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## 7.20 Government Site Regulations

SACC *Manual* Clause [A9068C](#) (2010-01-11) Government Site Regulations.

## 7.21 Identification Protocol Responsibilities

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

- A) FE Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as FE 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 FE Contractor Representative must be clearly identified at all times as being a FE Contractor Representative; and
- C) If a FE Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, and if the Government of Canada grants such use, then the individual must clearly identify him or herself as an agent or subcontractor of the FE 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 FE Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the FE Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The FE Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- E) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the FE Contractor described above are not met.

## 7.22 Dispute Resolution

- a. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the FE Contract.
- b. The parties agree to consult and co-operate with each other in the furtherance of the FE 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](#)".

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## ANNEX A

### STATEMENT OF WORK – FUNDED ENGAGEMENT

#### 1. PURPOSE:

The purpose of this Contract is to support the refinement of the Statement of Requirement for the Cloud Solution/Managed Service component of the ITI in Sp of C2 project, system specifications and other relevant documentation to achieve better results.

The objective of the funded engagement is to invite Qualified Suppliers to provide feedback and share their perspectives on problem or challenge statements by participating in various interactive videoconferences and group interactions facilitated by DND/CAF, survey and other activities.

#### 2. SCOPE:

The DND/CAF will seek to leverage commercial Cloud technology to the maximum extent possible, likely through a dedicated, physically separated Cloud infrastructure. Implementing a Cloud component as part of the modernized Secret IT infrastructure will result in a new approach for the provisioning and funding of related IT resources within the DND/CAF, especially with respect to moving to a service-based approach, and thus require the development of a broad understanding of the scope of, and differences between the offerings, capabilities and expertise of the Cloud Service Providers (CSPs) engaged during the selection phases of the procurement process. This will, therefore, require close and protracted (or active) engagement between the DND/CAF and Qualified Suppliers during the project's Definition Phase prior to release of the project's Cloud Request For Proposal.

Qualified Suppliers may be asked to attend meetings or provide demonstrations, review documents, draft documents/high-level architectures, etc. Qualified Suppliers may also be invited to make presentation of their solution, explaining how their Solution could solve the problem or challenge statement.

Some problem and challenge statement areas that the Funded Engagement Contract will focus on:

- CSP contextual description and demonstration of their primary Cloud functionalities and services, general performance, IaaS/PaaS-level client service integration, Integrated Access Management (IAM) federation, agility and innovation capabilities, and application migration support services;
- proofs-of-concept;
- Cloud laboratory activities (e.g., Cloud-enablement of simple application features); and
- initial high-level Cloud architectures/designs for the Cloud core of the modernized Secret IT infrastructure.

#### 2.1 POTENTIAL USERS

**Potential Users:** Any contracts issued or resulting from any subsequent solicitation to Post-ITQ Qualified Suppliers to provide classified secure, hyperscale Cloud capability will be used by DND.

#### 2.2 INFRASTRUCTURE SECURITY

There is the potential for Canada to upgrade the security requirements associated with the Secret-level IT infrastructure. Should this requirement be realized, Canada reserves the right to amend this ITQ, and any resulting contracts, as required.

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### 3. TASKS AND DELIVERABLES:

3.1 All tasks and deliverables are subject to Task Authorization approval by Canada. The Qualified Suppliers must provide services, on an "as and when requested" basis and as specified in the individual Task Authorization (PSPC form).

3.2 Table 1 consists of an overview of the potential tasks and deliverables required by all Qualified Supplier(s) that choose to take part in the Post-Invitation to Qualify (ITQ) Funded Engagement Contract.

3.3 The supplier must provide the final report, in electronic format, to the Technical Authority (TA) or other designated representative within 10 business days following the approval of the draft report. The final report must include an executive summary prepared in English. The Technical Authority reserves the right to seek clarification on the report at any point in time.

Canada may translate the written material into the other official language. The Contractor acknowledges that Canada owns the rights on the translation and that Canada is under no obligation to provide the translation to the Contractor. Canada agrees that any translation must include any copyright and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

3.4 Supplier provided descriptions and suggestions are for DND/CAF consideration only. Canada is not committed to adopting any or all content delivered from any report or demonstration resulting from the funding engagement.

Table 1

Potential Tasks	Deliverables
The supplier must provide a description of their service offerings, recommendations and overall ability to meet Canada's cloud service and support requirements.	The Supplier must provide a report.
The supplier must provide the impacts associated with the adoption of a dedicated physically separated cloud infrastructure (vs leveraging a public cloud implementation).	The Supplier must provide a report.
The supplier must provide a description of their core capabilities for monitoring compliance with policies, regulations, and authorized configurations.	The Supplier must provide a report.
The supplier must provide a description of their recommended approach for assessing and maintaining the security of the cloud components.	The Supplier must provide a report.
The supplier must provide unclassified Proofs of Concept for the following cloud capabilities: <ul style="list-style-type: none"> <li>• Cross-domain transfer solutions (if available).</li> <li>• Data-centric security services (if available).</li> </ul>	The Supplier must provide a demonstration and technical documentation for each of the Proof of Concept identified.
The supplier must provide demonstrations for the following cloud capabilities: <ul style="list-style-type: none"> <li>• Data warehousing and lakes setup and use.</li> <li>• Edge computing access and use.</li> </ul>	The Supplier must provide a demonstration and technical documentation for each of the demonstrations identified.

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<ul style="list-style-type: none"> <li>• Supplier or Third-Party Partner's ITSM tool(s) and enterprise integration capabilities setup and use.</li> <li>• Supplier or Third-Party Partner's Machine Learning tool(s) setup and use.</li> <li>• Supplier or Third-Party Partner's DevOps/DevSecOps enablement tools setup and use.</li> </ul>	
<p>The supplier must provide a description of the pricing structure that will be available to DND.</p>	<p>The Supplier must provide a report.</p>
<p>The supplier must provide a description of the main design, practices and variables that drive pricing or costs up, and provide main recommendations on how DND could optimize its cost expenditures.</p>	<p>The Supplier must provide a report.</p>
<p>The supplier must provide recommendations on cloud architecture and design principles, considerations and approaches.</p>	<p>The Supplier must provide a report.</p>
<p>The supplier must provide a description of their proposed roadmap (elements, sequencing, and timelines) for implementing project requirements.</p>	<p>The Supplier must provide a report.</p>
<p>The supplier must provide a description of their recommended contract structure, including the following criteria:</p> <ul style="list-style-type: none"> <li>(a) Practices;</li> <li>(b) Processes; and,</li> <li>(c) considerations regarding contract terms and conditions.</li> </ul> <p>In addition, the report must describe which and how Service Level Agreements (SLAs) should be considered by Canada (including each of the following):</p> <ul style="list-style-type: none"> <li>(a) tiering;</li> <li>(b) metrics;</li> <li>(c) pricing;</li> <li>(d) remediation considerations and impacts; and,</li> <li>(e) concerns with respect to legal and compliance issues, auditability, and accountability.</li> </ul> <p>*Practices refer to the approach to creating contracts, such as the use of standardized agreements, performance measurement(s), risk sharing, third party involvement, etc.</p> <p>* Processes refer to CSP approaches to executing contracts and its related activities as development and negotiations, monitoring, amendments, approvals, finalization and signature, etc.</p>	<p>The Supplier must provide a report.</p>

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#### **4. SECURITY REQUIREMENT:**

There is a security requirement associated with this Contract. Specific security requirements for each task will be specified in each Task Authorization request. It is the responsibility of the Contractor to have an approved, current and valid Visit Clearance Request (VCR) prior to the start of work and for its duration.

#### **5. TRAVEL:**

There is no travel requirement associated with the Post-ITQ Funded Engagement Contract.

Any travel inside and outside the National Capital Region (NCR) by the Qualified supplier(s) for this requirement will not be reimbursed by DND.

#### **6. APPLICABLE DOCUMENTS:**

The Technical Authority (TA) will provide the Qualified Suppliers with documents as required to successfully accomplish the assigned tasks and deliverables.

The Qualified Suppliers must keep all documents and proprietary information confidential and maintain all documentation in secured facilities/cabinets commensurate with National Defence Security Orders and Directives (NDSOD). All materials belonging to DND/CAF must be returned upon the closing date of Request of Proposal (RFP) for the Cloud Capability.

#### **7. LANGUAGE OF WORK:**

All deliverables under this Funded Engagement Contract must be produced in English. The Qualified supplier(s) personnel will be working in a predominantly English environment and therefore must be fluent in English. Fluent means that the individuals must be able to communicate orally and in writing without any assistance and with minimal errors. All correspondence will be in English.

#### **8. GOVERNMENT FURNISHED EQUIPMENT:**

DND will not provide the Qualified supplier(s) with work space or continuous access to either computer equipment or software applications required to perform the work.

#### **9. TRAINING:**

Qualified Suppliers will be responsible for any training required to allow them to complete the Tasks and stipulated deliverables. DND will not be covering nor reimbursing any training-related costs.

#### **10. LOCATION OF WORK:**

The Qualified Supplier(s) will mainly be required to work at their own place of business. Where and when possible, meetings, demonstrations, and other Funded Engagement activities will be held virtually through web-based technologies or videoconference. Occasionally, there may be a requirement to have in-person meetings at a DND facility within the NCR. Each will be at the discretion of DND/CAF Technical Authority (TA).

#### **11. MEETINGS:**

##### **11.1 KICK-OFF MEETING FOR TASK AUTHORIZATIONS**

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A formal kick-off meeting will occur before the start of the first Task Authorization issued under the Funded Engagement Contract within 15 business days of contract award. An invitation to the kick-off meeting will be sent to all the Qualified Suppliers by the Contracting Authority. This meeting will be organized and chaired by the Contracting Authority. The kick-off meeting will be where the project plan for the Task Authorization will be discussed, and the initial list of deliverables will be reviewed.

The Contracting Authority will provide the meeting agenda ahead of the kick-off meeting to review and reinforce expectations with regard to the list of deliverables for the first Task Authorization issued, but Canada reserves the right to have additional kick-off meeting(s) for subsequent Task Authorizations. The meeting agenda may cover, but not be limited to the following:

- a. Establishment of the regular meeting and reporting schedule;
- b. Key project team members with roles and responsibilities;

Follow-up meeting(s) may also be required to clarify the Qualified Suppliers' deliverable(s). Any requirement for such a meeting will be included in the Task Authorization. The meeting date(s) will be determined and noted on the Task Authorization.

## **11.2 AD-HOC MEETINGS**

There may also be a need for ad-hoc meeting(s) as necessary to address any activity related to the SOW. Any requirement for such a meeting will be included in the Task Authorization. The meeting date(s) will be determined and noted on the Task Authorization.

The Contracting Authority, the Procurement Authority, the Technical Authority and the Fairness Monitor will be present at all meetings.

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**ANNEX B**

**BASIS OF PAYMENT – FUNDED ENGAGEMENT**

See attached.

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**ANNEX C**

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**

 Government of Canada / Gouvernement du Canada	Contract Number / Numéro du contrat <b>W8474-18IT01 -- post ITQ engagement</b>
	Security Classification / Classification de sécurité unclassified

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
**UNCLASSIFIED**



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

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

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

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

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

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

Special comments:  
Commentaires spéciaux : **See supplemental guidance.**

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

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

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

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## Security Requirement Checklist (SRCL) Supplemental Security Guide

<b>Part A - Multiple Release Restrictions: Security Guide</b>							
<b>To be completed in addition to SRCL question 7.b) when release restrictions are therein identified. Indicate to which levels of information release restrictions apply. Make note in the chart if a level of information bears multiple restrictions (e.g. a portion of the SECRET information bears the caveat Canadian Eyes Only while the remainder of the SECRET information has no release restrictions.)</b>							
<b>Canadian Information</b>							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions	X	X					
Not Releasable							
Restricted to: FVEY					X (information FVEY restricted)		
Permanent Residents Included*							
<b>NATO Information</b>							
Citizenship Restriction	NATO UNCLASSIFIED		NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	
All NATO Countries	X		X				
Restricted to:							
Permanent Residents Included*							
<b>Foreign Information</b>							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
No Release Restrictions							
Restricted to : FVEY	X	X			X (information FVEY restricted)		
Permanent Residents Included*							
<b>COMSEC Information</b>							
Citizenship Restriction	PROTECTED			CLASSIFIED			
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	TOP SECRET (SIGINT)
Not Releasable							
Restricted to:							

\*When release restrictions are indicated, specify if permanent residents are allowed to be included.

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<b>Part B - Multiple Levels of Personnel Screening: Security Classification Guide</b> To be completed in addition to SRCL question 10.a) when multiple levels of personnel screening are therein identified. Indicate which personnel screening levels are required for which portions of the work/access involved in the contract.			
Level of Personnel Clearance (e.g. Reliability, Secret)	Position / Description/Task	Access to sites and/or information. Levels of Information to be accessed.	Citizenship Restriction (if any)
Reliability		Access to Protected information and/or access to Operational zones	
Secret		Access to Protected and Secret information/assets and/or access to Secure zones	FVEY

<b>Part C – Safeguards / Information Technology (IT) Media – 11d = yes</b> NA
--

**OTHER SECURITY INSTRUCTIONS**

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## ANNEX D

### CORPORATE

#### NON-DISCLOSURE AGREEMENT FOR PARTICIPATION IN SOLICITATION PROCESS

#### PWGSC FILE # W8474-18IT01/C – ITI in Sp of C2 – ITQ Phase

#### (To be signed by the commercial entities)

By participating in the Invitation to Qualify (ITQ) process, and in consideration of the opportunity to participate in defining Canada's ITI in SP of C2 Project procurement process, for being given access to information that is confidential, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the participant agrees to the terms of the following non-disclosure agreement (the "Non-Disclosure Agreement"):

- a) The participant acknowledges that Canada's security measures and many other aspects of the ITI in SP of C2 Project are treated as confidential by Canada.
- b) Canada is disclosing the Sensitive Information to participant for the sole and exclusive purpose of enabling participant to participate in the ITI in Sp of C2 project, and, should participant determine it wishes to do so, to prepare and submit an offer to Canada, should Canada seek such offers (the "Purpose").

#### 1. Sensitive Information

- a) For the purpose of this Non-Disclosure Agreement "Sensitive Information" means any documents, instructions, guidelines, data, material, advice or any other information, other than Controlled Information (as defined below), relating to or regarding the ITI in SP of C2 Project whether received orally, in printed form or otherwise that is identified by Canada as classified, protected, proprietary or sensitive either verbally in the case of oral communications or in writing in all other cases. Sensitive Information does not include any information that:
  - i) was already known to the participant before receiving it from Canada;
  - ii) becomes rightfully known to the participant from a third party not under any confidentiality obligation to Canada;
  - iii) is or becomes publicly available through no fault of or failure to act by the participant that would be a breach of this Non-Disclosure Agreement; or
  - iv) is required to be disclosed by law or regulation, including for a judicial proceeding.
- b) Subject to the terms of this Non-Disclosure Agreement, the participant shall keep confidential the Sensitive Information provided to the participant by or on behalf of Canada in connection with the ITI in SP of C2 Project.
- c) Any disclosure of Sensitive Information shall be on a "need to know" basis solely to participant's employees, provided the employees have agreed in writing to keep all Sensitive Information confidential on terms and conditions no less stringent than those contained herein.
- d) Participant agrees not to disclose, nor permit the disclosure of any Sensitive Information to third parties, including subcontractors or affiliates, or use nor permit the use of, directly or indirectly, the Sensitive Information, except to the extent required in order analyze possible potential designs or solutions as part of the ITQ, provided the participant has obtained Canada's prior written consent to the disclosure and provided those third parties have the requisite security

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clearances and have agreed to keep the information confidential on terms and conditions no less stringent than those contained herein. The participant additionally agrees to immediately provide to Canada, upon request, a list of these third parties and details regarding the Sensitive Information disclosed.

- e) All Sensitive Information will remain the property of Canada. If requested by Canada, or upon the completion or termination of the Purpose or any point of the ITI in Sp of C2 project with respect thereto, the Participant must return or destroy, at the option of the Canada, the Sensitive Information together with every copy, draft, working paper and note that contains such information within 30 calendar days. If requested by Canada, the Participant must confirm that the information has been destroyed.
- f) Participant shall not make or permit any public disclosure or release whatsoever of the Purpose or the Sensitive Information, in whole or in part.
- g) Participant shall not alter, remove or obstruct any confidentiality or other notices provided on or in the Sensitive Information, and shall reproduce, in full, all such notices and markings in or on any copies, extracts or other documentation which may contain any Sensitive Information.

## 2. Controlled Information

- a) Controlled Information means: (i) any information or materials that are a controlled good as defined in the Schedule (Controlled Goods List) of the Defence Production Act; or (ii) any information that is subject to Canada's Industrial or Contract Security Program, including PROTECTED/CLASSIFIED information or materials; or (iii) information or materials that are both a controlled good as defined in the Defence Production Act and subject to Canada's Industrial or Contract Security Program.
- b) Participant acknowledges and agrees that any and all use of Controlled Information, including without limitation, all access, copying, distribution, disclosure, transmission, retransmission, export, re-export, transfer, re-transfer, storage and destruction (or prohibitions on destruction) of Controlled Information, shall be on a "need to know" basis solely and exclusively for the Purpose and shall be subject to and in compliance with, as applicable: (i) the Controlled Goods Regulations and the requirements of the Controlled Goods Program (including registration, compliance, or exemption); and (ii) Canada's Industrial or Contract Security Program including any Security Agreement or other requirements of such Program(s), including those Security Requirements as set forth in Annex D (as applicable) to this Agreement. Nothing contained in this Non-Disclosure Agreement limits or otherwise derogates from participant's obligations under either of the foregoing Programs.
- c) Participant acknowledges that: (i) Canada may disclose Controlled Information during the the ITI in Sp of C2 project to the participant, to the extent that the participant is authorized to receive such Controlled Information; and (ii) participant may not be authorized to receive all Controlled Information otherwise made available by Canada during the ITI in Sp of C2 project. Participant remains solely responsible for maintaining all requisite authorizations and permissions at all times. Without limiting the foregoing, participant shall return or destroy (at Canada's sole and exclusive direction) any Controlled Information. Participant acknowledges that such direction may be provided by Canada in its sole and exclusive discretion, whether or not the Solicitation Process has been completed or terminated or participant has completed the Purpose.

## 3. General

- a) Participant agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the participant from any future related procurement at any time, or immediate termination of any resulting contract. The participant also acknowledges that a breach of this Non-Disclosure

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Agreement may result in a review of the participant's security clearance and/or a review of the participant status as an eligible bidder for other requirements.

- b) The participant further acknowledges and agrees that Canada may be irreparably harmed if the participant breaches its confidentiality obligations under this Non-Disclosure Agreement and that such harm could not be compensated reasonably or adequately in damages. Canada is entitled to take such actions as it deems necessary to enforce this Non-Disclosure Agreement including injunctive and any other equitable remedy that it may wish to pursue.
- c) This Non-Disclosure Agreement remains in force indefinitely and, unless superseded or replaced in writing by Canada, applies to all information disclosed at any point in the ITI in SP of C2 procurement process, including, but not limited to, the Request for Information Phase, the Invitation to Qualify phase, the Review and Refine Requirements Phase and the Request for Proposal Phase, and the resulting Contract Phase. If the participant wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the participant may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the participant and its personnel (i.e., Sensitive Information that is known, but not committed to writing) would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the participant created new records containing the Sensitive Information). Canada may require that the participant provide written confirmation that all hard and soft copies of records that include Sensitive Information have been returned to Canada.
- d) This Non-disclosure Agreement constitutes the entire agreement between the participant and Canada pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the participant and Canada pertaining to the subject matter.
- e) If any provision of this Non-Disclosure Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed deleted from this Non-Disclosure Agreement and replaced by a valid and enforceable provision which so far as possible achieves the intent in agreeing to the original provision. The remaining provisions of this Non-Disclosure Agreement will continue in full force and effect.
- f) A failure to insist upon strict compliance with any of the terms of this Non-Disclosure Agreement in any instance must not be construed as a waiver of such terms in the future.
- g) This Non-Disclosure Agreement is governed by the laws in force in the Province of Ontario, including the federal laws applicable therein without regard to any choice of law rules. The courts of the Province of Ontario will have exclusive jurisdiction over all matters arising in relation to this Non-Disclosure Agreement and the participant hereby Submits to the jurisdiction of the courts of the province of Ontario.

**Executed this \_\_\_\_ day of \_\_\_\_ [insert year] by**

**[Supplier-Commercial Entity, please insert legal name here], by its Authorized Signatory**

**Signature:**

**Title:**

**Print Name:**

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**ANNEX E**

**TASK AUTHORIZATION FORM**

See attached.

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## ANNEX F

### REQUEST FOR SECURITY SPONSORSHIP

For the purpose of this ITQ, the Request for Information (RFI) No. W8474-18IT01/B, published at Buyandsell.gc.ca, remains valid. Respondents may refer to RFI Annex J – Request for Security Sponsorship, which is reproduced below for ease of reference.

#### 1. INTRODUCTION

As the RFI contains Classified annexes and as the ITQ(s), draft RFP(s), final RFP(s) and resulting contract may contain Classified information, one of the key purposes of this information is to provide direction and assistance to interested suppliers who do not meet the security requirements associated with any phase of the Procurement Process in obtaining required security clearances.

#### 2. SPONSORSHIP REQUEST FOR SECURITY CLEARANCE

Suppliers whose organizations currently do not hold a valid SECRET level FSC or a valid SECRET level DSC issued by PWGSC's CISD, are encouraged to initiate the security clearance process immediately. Requests for sponsorship can be sent to the PWGSC Contracting Authority below via e-mail.

#### Prime Contracting Authority for Security Sponsorship:

##### Aaron Abela

Public Works and Government Services Canada  
Place du Portage III, 8C2  
11 Laurier, Gatineau, Canada K1A 0S5  
873-469-3336

[TPSGC.PADivisionQE-APQEDivision.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PADivisionQE-APQEDivision.PWGSC@tpsgc-pwgsc.gc.ca)

The use of email to communicate is preferred.

It is the responsibility of the Supplier to ensure that the information required concerning the security clearance is provided on time to either the requesting authority or CISD. The request should include the following information:

- a. legal name of the company;
- b. business name, if different from legal name;
- c. mailing address;
- d. civic address, if different from mailing address;
- e. company telephone number;
- f. company fax number;
- g. surname and given name of the contact person (Canadian official);
- h. title of the contact person;
- i. telephone number of the contact person;
- j. e-mail address of the contact person; and
- k. language preference (English or French).

Upon receipt of a request for sponsorship, CISD will contact the supplier to complete the gathering of required information.

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For any inquiries concerning any security requirements, the supplier should contact CISD at 866-368-4646, or (613) 948-4176 in the National Capital Region. CISD Website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>

There are no direct costs charged to suppliers wishing to obtain a Facility Security Clearance (FSC). However, the suppliers may incur indirect costs from being required to meet the minimum standards such as installing mechanisms for document safeguarding, if applicable.

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## ANNEX G

### EVALUATION CRITERIA

#### Attachment 1 to Part 4 of the ITQ (Evaluation Procedures and Basis of Selection)

#### 4.1 TECHNICAL EVALUATION CRITERIA

The Phased Bid Compliance Process will apply to all mandatory technical evaluation criteria under Table 1.

#### 1.0 MANDATORY TECHNICAL REQUIREMENTS

##### 1.1 Foreword

The criteria included herein are intended to evaluate potential Respondents' existing cloud service delivery and support capabilities, primarily from a perspective of how these could be used or replicated as may be the case to implement a cloud core onto the modernized DND/CAF Secret C2 IT infrastructure. Accordingly, while the criteria are necessarily aligned with potential DND/CAF cloud requirements and solution scenarios, responses must remain focused on Respondents' current capabilities as implemented and delivered as of the ITQ closing date.

##### 1.2 Definitions

- **Authority/Authorization to Operate:** The ongoing process of obtaining and maintaining official management decision by an organizational official to authorize operation of an information system and to explicitly accept the risk of relying on the information system to support a set of business activities based on the implementation of an agreed-upon set of security controls, and the results of continuous security assessment. [ITSG-33, adapted from NIST SP 800-39].
- **Cloud:** Service (Infrastructure as a Service (IaaS), Platform as a Service (PaaS) and Software as a Service (SaaS)) and deployment models (Private, Community, Public, Hybrid) are defined in National Institute of Standards and Technology Special Publication 800-145, The NIST Definition of Cloud Computing. [<https://csrc.nist.gov/publications/detail/sp/800-145/final>]
- **Data Centre:** A data centre is a building, a dedicated space within a building, or a group of buildings used to house computer systems and associated components, such as telecommunications and storage systems. It generally includes redundant or backup components and infrastructure for power supply, data communication connections, environmental controls (e.g., air conditioning, fire suppression), and various security devices.  
[Data center - Wikipedia  
[Page 62 of 77](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=&cad=rja&uact=8&ved=2ahUKEwi96MK1_Mz2AhX-Ap0JHWNGCwgQFnoECAMQAw&url=https%3A%2F%2Fen.wikipedia.org%2Fwiki%2FData_center%23%3A~%3Atext%3DA%2520data%2520center%2520(American%2520English%2Cas%2520telecommunications%2520and%2520storage%2520systems.&usg=AOvVaw0Uq6eO9HBW1IZ8IWG-RnzC] ]</li>
<li>• <b>FVEY:</b> Australia (AUS), Canada (CAN), United Kingdom (UK), New Zealand (NZL), United States of America (USA).</li>
<li>• <b>Tactical Edge:</b> Platforms, sites, and personnel operating at lethal risk in a battle space or crisis environment characterized by 1) a dependence on information systems and connectivity for</li>
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survival and mission success, 2) high threats to the operational readiness of both information systems and connectivity, and 3) users are fully engaged, highly stressed, and dependent on the availability, integrity, and transparency of their information systems.

- **Federation:** Federation is the technology, policies, standards, and processes that allow one organization to accept digital identities, attributes, and credentials managed by other organizations. [Source: Derived from FICAM (see <https://playbooks.idmanagement.gov/arch/>)]
- **Implementation:** The system development life cycle phase at the end of which the hardware, software and procedures of the system considered become operational.
- **Systems development life cycle:** In systems engineering, information systems and software engineering, the systems development life cycle (SDLC), also referred to as the application development life-cycle, is a process for planning, creating, testing, and deploying an information system. The systems development life cycle concept applies to a range of hardware and software configurations, as a system can be composed of hardware only, software only, or a combination of both. There are usually six stages in this cycle: requirement analysis, design, development and testing, implementation, documentation, and evaluation. [Systems development life cycle - Wikipedia](#)
- **XACML:** eXtensible Access Control Markup Language
- **ABAC:** Attribute Based Access Control (ABAC)

### 1.3 Work on Classified Examples

If any example relevant to the mandatory criteria was obtained in a classified environment, and for which a non-disclosure or Security of Information Act (SOIA) agreement was signed, it may not be possible to divulge pertinent details required to substantiate the experience called for in the criteria. Should the Respondent choose to include these classified examples, the following procedure is to be followed:

- a) The Respondent is to identify the classified example as "Example A, B, C" etc., as applicable, and identify the start/end dates and duration. The Respondent must also provide a client reference, such as the lead, with their contact information. This reference must be able to provide the information needed to verify compliance with the evaluation criteria.
- b) The evaluation team, including a Contract Authority with appropriate security clearance, will verify with the reference the work completed as specified in the criteria.
- c) The results of the reference check will be used in the determination of the mandatory criteria. Should the Respondent's reference be unable to provide the information needed to verify compliance with the evaluation criteria, the response will be deemed to have failed to meet the criteria.

### 1.4 Respondent Stipulations

Where the Respondent must demonstrate their capability by providing an example of an implementation to demonstrate compliance with a criterion:

- (i) the example must have been completed by the Respondent itself and must not include the experience of any proposed subcontractor of the Respondent;
- (ii) where an example was done as a joint venture, Respondents must identify what aspect of the example they were directly responsible for and how they meet a mandatory evaluation

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- criteria (i.e., The Respondent must demonstrate its ability to fully meet the mandatory evaluation criterion by themselves and not as a joint venture)
- (iii) the same example may be used for multiple criteria.

Respondents must submit the "Reference Service/Capability Information Form", for each example claimed to demonstrate compliance with the corresponding mandatory evaluation requirement(s).

Respondents must provide the required reference as indicated in each mandatory evaluation requirement. The Respondents are required to clarify which reference and example apply to specific mandatory evaluation requirement(s).

A Respondent is permitted to demonstrate their capability as a sole entity, a Joint Venture or in combination with a company affiliate (i.e. Company ABC – USA and Company ABC – Canada).

## 2.0 Mandatory Technical Evaluation Criteria

Respondents must meet each of the mandatory technical evaluation criteria specified in Table 1 below.

It is the Respondents' responsibility to ensure that the submitted supporting technical documentation provides concise and detailed response to prove that the proposed example meet the criteria specified herein. If supporting technical documents are not available, the Respondent must prepare a written narrative complete with a detailed explanation of how its response demonstrates technical compliance.

Each Mandatory Technical Criterion must be addressed separately

**Table 1**

Item #	Mandatory Requirement	Information required with the response	Respondents Response. Cross reference where the supporting documentation is located in the response. (Respondents to insert page number)
M1	<p>A) The Respondent must have been awarded a Government of Canada's (GC) Cloud Framework Agreement [<a href="https://gc-cloud-services.canada.ca/s/gc-cloud-fa?language=en_US">https://gc-cloud-services.canada.ca/s/gc-cloud-fa?language=en_US</a>].</p> <p>OR</p> <p>B) The Respondent must have designed, built, and achieved initial or full authority (or authorization) to operate for at least one cloud IaaS or PaaS deployment that:</p> <p>a. operates at the AUS Protected, UK Official-Sensitive, NZL Restricted or, USA Level 4; and</p>	<p>A) The Respondent must provide documentation to demonstrate that they are one of the Cloud Service Providers on the GC Cloud Framework Agreements list. [Note: For instance, respondents can provide a copy of their GC Cloud Framework Agreement or a screenshot of the list with their corporate entity on it].</p> <p>OR</p> <p>B) The Respondent must provide a minimum of one (1) example for an implementation that meets criterion B. The example must demonstrate compliance with the entirety of the criterion (including sub-criteria a, b, c, and d). The use of multiple examples combined to meet all of</p>	

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	<p>b. is based on the Respondent's commercial cloud technology; and</p> <p>c. is supporting at least 500 users; and</p> <p>d. the Respondent has been operating and maintaining for at least the last 12 consecutive full months as of ITQ closing date.</p> <p>OR</p> <p>C) The Respondent must have designed, built, and achieved initial or full authority (or authorization) to operate for at least one cloud IaaS or PaaS for a FVEY country, the NATO enterprise, France or Germany, that:</p> <p>a. operates at the Secret or Top Secret level; and</p> <p>b. is based on their commercial cloud technology; and</p> <p>c. is supporting at least 500 users; and</p> <p>d. the Respondent has been operating and maintaining for at least the last 12 consecutive full months as of ITQ closing date.</p> <p>Note: within the context of Commercial cloud technology, it can include on-premises virtualised infrastructure.</p>	<p>the sub-criteria is not acceptable. The information must include a short description of the type of deployment that was designed and built (in which country and at which security level); the number of users; the type of authority/authorization to operate that was received and when it was achieved (month and year); and the dates (month and year) during which the deployment was operated and maintained.</p> <p>OR</p> <p>C) The Respondent must provide a minimum of one (1) example for an implementation that meets criterion C. The example must demonstrate compliance with the entirety of the criterion (including sub-criteria a, b, c, and d). The use of multiple examples combined to meet all of the sub-criteria is not acceptable. The information must include a short description of the type of deployment that was designed and built (in which country and at which security level); the number of users; the type of authority/authorization to operate that was received and when it was achieved (month and year); and the dates (month and year) during which the deployment was operated and maintained.</p> <p>AND</p> <p>For B) and C), the Respondent must, at a minimum, provide the name and the email address of one (1) customer reference that can confirm the details provided. Canada may contact the customer reference(s) and will follow the</p>	

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Item #	Mandatory Requirement	Information required with the response	Respondents Response. Cross reference where the supporting documentation is located in the response. (Respondents to insert page number)
		<p>process described in Part 3 of this ITQ.</p> <p>The Respondent should use the <i>Reference Service/Capability Information Form</i> to provide this information.</p>	
M2	<p>The Respondent must have designed, built, and been operating a multi-tenant commercial cloud IaaS or PaaS that has been supporting at least three distinct corporations, government departments or government agencies each capable of operating over distinct Virtual Private Clouds, and been providing the following minimum capabilities for each customer during at least the last 36 consecutive full months as of ITQ closing date:</p> <ul style="list-style-type: none"> <li>a. 25,000 end users; and</li> <li>b. 1,000 virtual servers; and</li> <li>c. 1 Petabyte of online storage; and</li> <li>d. 1 Petabyte of online backup storage; and</li> <li>e. 5 Petabyte of near-line/offline storage.</li> </ul>	<p>The Respondent must provide a minimum of three (3) examples of implementations that meets this criterion. The examples must demonstrate compliance with the entirety of the criterion (including sub-criteria a, b, c, d and e). The use of multiple examples combined to meet all of the sub-criteria is not acceptable. For each example, the information must include a short description of the type of deployment that was designed, built and operated meeting the criterion and include the start date (day, month, year) and confirmation that it is still operational at ITQ closing date, as well as the number of users, virtual servers, and size of online storage, online backup storage, and near-line/offline storage.</p> <p><i>AND</i></p> <p>The Respondent must provide the name and the email address of one (1) customer reference that can confirm the details provided. Canada may contact the customer reference(s) and will follow the process described in Part 3 of this ITQ.</p> <p>The Respondent should use the <i>Reference Service/Capability Information Form</i> to provide this information.</p>	

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Item #	Mandatory Requirement	Information required with the response	Respondents Response. Cross reference where the supporting documentation is located in the response. (Respondents to insert page number)
M3	<p>The Respondent's existing commercial cloud infrastructure(s) must scale automatically computing, memory, and storage resources in real-time to meet demand fluctuations.</p>	<p>Respondent must provide the ability to define policies (rules) for how scaling should occur. Furthermore, for common IaaS, PaaS, and SaaS workloads. Respondent must provide documentation demonstrating the mechanism that allows for controlling the real-time expansion and contraction of the environment to meet demands. [Note: Use of published commercial and marketing documentation is acceptable.]</p>	
M4	<p>The Respondent's existing commercial cloud services must offer distinct storage tiers for online, online backup, and near-line or offline backup and archiving, providing tailored performance and costs fit for each purpose.</p> <p>Note: Within this context, "tailored performance and costs fit for each purpose" refers to industry's best practice of using lower performance storage services where appropriate (e.g. archiving) to realize cost efficiencies.</p> <p>Note: within the context of distinct storage tiers, automation of data placement based on utilization is acceptable.</p>	<p>The Respondent must provide service description and technical documentation substantiating how they meet this criterion. [Note: Use of published commercial and marketing documentation is acceptable.]</p> <p><i>AND</i></p> <p>The Respondent must include a generic description and either a diagram or table that demonstrates how their tier storage services would meet this requirement. [Note: Use of published commercial and marketing documentation is acceptable.]</p>	
M5	<p>The Respondent existing commercial cloud services must provide advanced data analytics</p>	<p>The Respondent must provide service description and technical documentation substantiating how they meet this criterion. [Note: Use</p>	

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Item #	Mandatory Requirement	Information required with the response	Respondents Response. Cross reference where the supporting documentation is located in the response. (Respondents to insert page number)
	<p>service offerings enabling predictive analytics and machine learning:</p> <ul style="list-style-type: none"> <li>a. that operates across multiple datasets in disparate accounts and sub-accounts across any user organization; and</li> <li>b. That is available (usable) in connected and disconnected environments.</li> </ul> <p><u>Note:</u> Advanced data analytics offerings can be from third party partners.</p>	<p>of published commercial and marketing documentation is acceptable.]</p>	
M6	<p>The Respondent's existing commercial cloud services must include a set of tools and services that enables and automates the continuous development, testing, integration, deployment and monitoring of software applications.</p>	<p>The Respondent must provide service description and technical documentation substantiating how they meet this criterion. [Note: Use of published commercial and marketing documentation is acceptable.]</p>	
M7	<p>The Respondent must have designed and built a hyperscale cloud infrastructure, infrastructure that is composed of at least two physical data centres that:</p> <ul style="list-style-type: none"> <li>a. provide automated failover of services; and</li> <li>b. are separated by a minimum distance of 1,500 km; and</li> <li>c. have been operating for the last 36 consecutive months at a minimum as of ITQ closing date.</li> </ul> <p><u>Note:</u> A hyperscale cloud infrastructure is defined as including public or private infrastructure, not restricted to a single country.</p>	<p>The Respondent must provide one (1) example for an implementation that meets this criterion. The example must demonstrate compliance with the entirety of the criterion (including sub-criteria a, b, and c). The use of multiple examples combined to meet all of the sub-criteria is not acceptable. If more than one (1) example is provided, only the first one listed will be considered. The information must include a short description of the infrastructure that was designed and built meeting the criterion, including the number of physical data centres and their location, and the start date (month and year) and confirmation that it is still operational at ITQ closing date.</p> <p><i>AND</i></p>	

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		<p>The Respondent must, at a minimum, provide the name and the email address of a customer reference that can confirm the details provided. Canada may contact the customer reference(s) and will follow the process described in Part 3 of this ITQ.</p> <p>The Respondent should use the <i>Reference Service/Capability Information Form</i> to provide this information.</p>	
M8	<p>The Respondent's existing commercial cloud infrastructure(s) must have the capability to restrict cloud compute and storage of data within specified geographical boundaries and provide warnings, alarms, and audit information of any possible transgressions to set restrictions.</p> <p>Note: This restriction does not apply to data transmissions.</p>	<p>The Respondent must provide service description and technical documentation substantiating how they meet this criterion. [Note: Use of published commercial and marketing documentation is acceptable.]</p>	
M9	<p>The Respondent must offer edge (i.e. end-point) cloud services that include IaaS and PaaS services provisioning and support locally running containerized applications, data analytics, and data processing.</p> <p>Specifically, the Respondent must demonstrate that these edge services:</p> <ol style="list-style-type: none"> <li>a. are portable (100 kg max per individual physical component);</li> <li>b. can operate in a disconnected environment;</li> <li>c. can operate over closed loop networks;</li> </ol>	<p>The Respondent must provide service description and technical documentation substantiating how they meet this criterion. The examples must demonstrate compliance with the entirety of the criterion (including sub-criteria a, b, c, and d).</p> <p>[Note: Use of published commercial and marketing documentation is acceptable.]</p>	

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	d. can automatically resynchronize their data storage with the cloud environment after re-establishment of lost or degraded connectivity.		
M10	The Respondent's existing commercial cloud services must support federation with client organization Identity Access Management (IAM) services through Security Assertion Markup Language 2.0 (SAML 2.0) and OAuth 2.0.	The Respondent must provide service description and technical documentation substantiating how they meet this criterion. [Note: Use of published commercial and marketing documentation is acceptable.]	
M11	The Respondent's existing commercial cloud services must offer a self-service portal, enabling users to provision their own cloud resources on-demand, and that can be configured to limit user self-service to pre-approved services and specific geographical locations.	The Respondent must provide service description and technical documentation substantiating how they meet this criterion. [Note: Use of published commercial and marketing documentation is acceptable.]	
M12	The Respondent must provide access to third party SaaS offerings and have expanded their SaaS catalog over the last 12 months as of ITQ closing date.  Note: A CSP SaaS catalog is assumed herein to include both CSP and third parties' offerings.	The Respondent must provide service description and technical documentation substantiating how they meet this criterion. [Note: Use of published commercial and marketing documentation is acceptable.]  <i>AND</i>  The Respondent must provide a minimum of three (3) examples of new SaaS added to the service catalog and the date (month and year) when they were added.  <i>AND</i>  The Respondent must provide a list of SaaS that were removed during the last 12 months as of ITQ closing date and the date	

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		(month and year) when they were removed. [Note: A list of SaaS offerings is not required]	
M13	The Respondent's existing Commercial cloud services must be accessible via web interface enabling mobile device access.	The Respondent must provide service description and technical documentation substantiating how they meet this criterion. [Note: Use of published commercial and marketing documentation is acceptable.]	
M14	The Respondent's existing commercial cloud services must have the capability to collect, report (including generation of alarms), and attribute cloud services and applications' service usage metrics and costs down to the hour at a minimum; and, must include the function for clients to create custom metrics to complement the service's default metrics.	The Respondent must provide service description and technical documentation substantiating how they meet this criterion. [Note: Use of published commercial and marketing documentation is acceptable.]	
M15	The Respondent must offer Information Technology Service Management (ITSM) services and tools to enable management of their cloud services, including at a minimum: <ul style="list-style-type: none"> <li>a. financial management services and cost optimization (budgeting, charging, accounting);</li> <li>b. availability management services to help ensure systems are available when/as needed;</li> <li>c. capacity management services to help ensure cost-effective capacity always exists (note: includes business capacity management, service capacity</li> </ul>	The Respondent must provide service description and technical documentation substantiating how they meet this criterion. The examples must demonstrate compliance with the entirety of the criterion (including sub-criteria a, b, c, d, e, and f). [Note: Use of published commercial and marketing documentation is acceptable.]  <i>AND</i>  The Respondent must provide a recorded audiovisual demonstration of each capability defined in this criterion. Demonstrations must be provided through one of the following medians (a) CPC ePost Connect	

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	<p>management, and component capacity management); d. information security management services supporting management of confidentiality, integrity, authenticity, availability, and non-repudiation practices; e. asset and configuration management services supporting lifecycle, inventory and configuration requirements; and, f. incident management services for the entire lifecycle of every occurrence.</p> <p>Note: Provision of ITSM services through third party tools offerings is acceptable.</p>	<p>electronic format, (b) disc, or (c) USB.</p> <p>[Note: Capability demonstrations may be combined for this criterion.]</p>	
M16	<p>The Respondent's existing commercial cloud infrastructure(s) must include function to limit administrative access from within specific geographical boundaries, or IP addresses, and provide warnings, alarms and audit information of any possible transgressions to this restriction.</p> <p>Note: This restriction doesn't apply to data transmissions.</p>	<p>The Respondent must provide service description and technical documentation substantiating how they meet this criterion. [Note: Use of published commercial and marketing documentation is acceptable.]</p>	
M17	<p>The Respondent must provide design, implementation, integration, migration, support and training services through either in-house or CSP certified third party partners.</p>	<p>The Respondent must provide service description and technical documentation substantiating how they meet this criterion. [Note: Use of published commercial and marketing documentation is acceptable.]</p>	
M18	<p>The Respondent must have a proven track record of re-investing into improvements of their commercial cloud infrastructure and service offerings during the last</p>	<p>The Respondent must provide published documentation along with a written statement describing said investments.</p>	

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	consecutive 60 months as of ITQ closing date at a minimum.	Acceptable published documentation is defined as commercial and marketing documentation such as a brochure, pamphlet, or financial report.	
M19	<p>The Respondent's existing cloud services must provide attribute-based access control (ABAC) with XACML in accordance with NIST publications 800-162 and 800-63 with standard services providing the following minimum capabilities:</p> <ul style="list-style-type: none"> <li>(a) supporting 25,000 end users; and</li> <li>(b) providing attribute-based access control to each of the following: <ul style="list-style-type: none"> <li>i. devices;</li> <li>ii. applications; and</li> <li>iii. files and folders</li> </ul> </li> </ul>	<p>The Respondent must provide service description and technical documentation substantiating how they meet this criterion. The examples must demonstrate compliance with the entirety of the criterion (including sub-criteria a, and b).</p> <p>[Note: Use of published commercial and marketing documentation is acceptable.]</p>	
M20	<p>The Respondent's existing cloud services must be capable of including Data-Centric Security (DCS) implementation where the Data Access Policy is implemented separately from the Policy Decision Point (PDP) and Policy Enforcement Point (PEP), in accordance to NIST 800-162.</p>	<p>The Respondent must provide service description and technical documentation substantiating how they meet this criterion.</p> <p>[Note: Use of published commercial and marketing documentation is acceptable.]</p>	
M21	<p>The Respondent's existing cloud services must be capable of supporting the use of each of the following:</p> <ul style="list-style-type: none"> <li>a) security metadata labels that conform to NATO STANAG 4774 - Confidentiality Metadata Label Syntax; and</li> <li>b) security metadata label binding that conforms to NATO STANAG</li> </ul>	<p>The Respondent must provide service description and technical documentation substantiating how they meet this criterion. The examples must demonstrate compliance with the entirety of the criterion (including sub-criteria a, and b).</p> <p>[Note: Use of published commercial and marketing documentation is acceptable.]</p>	

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	4778 - Metadata Binding Mechanism.		

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### Reference Service/Capability Information Form

Instructions to Respondents:

- (a) Respondents must submit a Reference Service/Capability Information Form for each example referenced in response to each applicable mandatory requirement in Table 1.
- (b) Respondents must provide the required reference as indicated in each mandatory evaluation requirement. The Respondents will be required to clarify which reference and example apply to specific mandatory evaluation requirement(s).
- (c) Canada may contact the reference provided for the example(s), to validate the information as described in Part 3 of the ITQ.

### Reference Service/Capability Information Form

Mandatory Evaluation Criterion/Criteria Referenced:		
Description of the example with required information (as per Required Documentation)		
Reference's Contact Information for the example		
Name:		
Title:		
Name of the Organization or Employer:		
Organization's or Employer's address:		
Current telephone number:		
Current e-mail address:		
Role of the reference in the example (e.g. customer):		
Reference's Organization or Employer and Reference's Affiliation with the Respondent (or joint venture member)		
Please indicate accordingly:	Are not affiliated	Are affiliated

Solicitation No. - N° de l'invitation  
W8474-18IT01/C  
Client Ref. No. - N° de réf. du client  
W8474-18IT01/C

Amd. No. - N° de la modif. 61qe  
File No. - N° du dossier  
061qe.W8474-18IT01

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

**ANNEX H  
RESPONSE SUBMISSION FORM**

Invitation to Qualify No. W8474-18IT01/C  
Response Submission Form

<b>Respondent's full legal name</b> <i>In the case of a joint venture, please identify all members.</i>			
<b>Authorized Representative of Respondent for evaluation purposes</b> (e.g., clarifications)	<b>Name</b>		
	<b>Title</b>		
	<b>Address</b>		
	<b>Telephone #</b>		
	<b>Fax #</b>		
	<b>Email</b>		
<b>Jurisdiction of Contract:</b> <i>Province or Territory in Canada the Respondent wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)</i>			
<b>Respondent's Procurement Business Number (PBN)</b> <i>Please see SSC's Standard Instructions. Please make sure that your PBN matches the legal name under which you have submitted your response. If it does not, the Respondent will be determined based on the legal name provided, not based on the PBN, and the Respondent will be required to submit the PBN that matches the legal name of the Respondent.</i>			
<b>Former Public Servants</b> <i>Please see the Section of SSC's Standard Instructions entitled "Former Public Servants" for more information.</i>  <i>If you are submitting a response as a joint venture, please provide this information for each member of the joint venture.</i>	Is the Respondent a Former Public Servant in receipt of a pension as defined in SSC's Standard Instructions? <b>If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"</b>	Yes	
		No	
	Is the Respondent a Former Public Servant who received a lump sum payment under the terms of the work force adjustment directive? <b>If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"</b>	Yes	
		No	
<b>Federal Contractors Program for Employment Equity Certification</b>  <i>Please see the section of SSC's Standard Instructions entitled "Federal Contractors Program for Employment Equity" for more information.</i>  <i>Please check one of the boxes or provide the required information. If you are submitting a response as a joint venture, please provide this information for each member of the joint venture.</i>	The Respondent certifies having no work force in Canada.		
	The Respondent certifies being a public sector employer.		
	The Respondent certifies being a federally regulated employer subject to the <i>Employment Equity Act</i> .		
	The Respondent certifies having a combined work force in Canada of fewer than 100 permanent full-time, part-time and temporary employees.		
	The Respondent has a combined workforce in Canada of 100 or more permanent full-time, part-time and temporary employees.		
	Valid and current Certificate number.		
	The Respondent certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour.		

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Amd. No. - N° de la modif.  
61qe  
File No. - N° du dossier  
061qe.W8474-18IT01

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

<b>Invitation to Qualify No. W8474-18IT01/C Response Submission Form</b>	
<b>Requested language for future communications regarding this procurement process – please indicate either French or English</b>	
<b>Requested Canadian province or territory for applicable laws</b>	
<b>Security Clearance Level of Respondent</b>  <i>Please ensure that the security clearance matches the legal name of the Respondent. If it does not, the security clearance is not valid for the Respondent.</i>	Clearance Level
	Date Granted
	Issuing Entity (PWGSC, RCMP, etc.)
	Legal name of entity to which clearance issued
<p>On behalf of the Respondent, by signing below, I confirm that I have read the entire ITQ including the documents incorporated by reference into the ITQ and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Respondent considers itself and its products able to meet all the mandatory requirements described in the ITQ;</li> <li>2. All the information provided in the response is complete, true and accurate; and</li> <li>3. The Respondent agrees to be bound by all the terms and conditions of this ITQ, including the documents incorporated by reference into it.</li> </ol> <p>If submitting a response to the ITQ as a joint venture, the each member must sign below.</p>	
<b>Signature of Authorized Representative of Respondent</b>	
<b>Signature of Authorized Joint Venture Representative (if applicable)</b>	

<b>ITI in Sp of C2 – Detailed Design for Financial Management Option</b>	<b>Contract No.</b> W8474-18IT01/XXX/QE	<b>Date</b> 20__-__-__
	<b>Task Authorization (TA) Number</b> ( <i>unique, sequential</i> ) TA-#	
<b>Financial Coding (BDM Stamp)</b>	<b>Task Authorization (TA) Amendment Number</b> ( <i>if applicable</i> ) Click here to enter text	
	<b>Title of the TA</b> Click here to enter text	
	<b>Total Cost of the TA</b> Excluding taxes: \$ Including taxes : \$	

**Security Requirements:** This task includes security requirements:

**Yes** - Security requirements are included for this task – refer to *Annex 4 - Security Requirements Checklist (SCRL)* of the Contract. Required security level for this TA.

- Reliability** for all resources
- Secret** for all resources

**No** - Security requirements are not included for this task.

**Language Requirement:** This task includes language requirements:

The Contractor’s team must have the ability to provide services and deliverables in English.

The Contractor’s team must have the ability to provide services (communications) in English and in French in accordance with the requirement(s) specified.

<b>1. Objective and Scope</b>	
	<input type="checkbox"/> <b>Reference Annex A –</b>

**2.1 – PSPC Requirements**

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**2.2 – Roles and Responsibilities**

<b>Category of Labour (Annex B)</b>	<b>Description of Roles and Responsibilities</b>

### 3. Deliverables

Deliverable	Description	Due Date

#### 4. Assumptions & Constraints specific to TA

#### 5. Cost Detail

<b>Period of Services</b>	<b>From:</b>	20__-__-__	<b>To:</b>	20__-__-__
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##### 5.1 Deliverables and Payment Schedule

Deliverable	Delivery Date	Amount
		See Basis of Payment below (Annex C)

##### 5.2 Total Cost

See proposal dated	Sub-total of TA (HST extra)	\$
<input checked="" type="checkbox"/> 20__-__-__ yy/dd/mm	HST – 14.975%	\$
	Total Cost (GST/HST included)	\$

<b>Applicable Basis Of Payment</b>	<input type="checkbox"/> Firm TA Price of \$_____ for the deliverables identified in section 3) 1.1 above.
	<input type="checkbox"/> Limitation of expenditures – TA of \$_____ for the deliverables identified in section 3) 1.2 & 1.3 above
	<input type="checkbox"/> Travel Cost of \$_____ (GST/HST extra) for pre-authorized travel
	<input type="checkbox"/> Direct Costs of \$_____ (GST/HST extra)

<b>Applicable Method Of Payment</b>	<input type="checkbox"/> Firm Price Single Payment following GC acceptance of deliverables.
	<input type="checkbox"/> Milestone Payments for deliverables
	<input type="checkbox"/> Progress Payments following GC acceptance of deliverables
	<input type="checkbox"/> Monthly Payment Firm Price

##### 5.3 Travel (if applicable) – applicable taxes identified separately

Not Applicable.

#### 6. Resource Information

Resource	PWGSC Security File Number	Cleared

**7. Technical Acceptance**

The Technical Authority will review final deliverable(s) for acceptance and approval prior to payment processing.

**8. Approvals**

This TA valued at greater than \$100,000.00 (including applicable taxes) must be authorized by the Technical Authority **AND** the Contracting Authority (PSPC).

	Name	Signature	Date
Approved by Contractor:		_____	20__-__-__
Approved by Technical Authority:		_____	20__-__-__
Approved by Procurement Authority:		_____	20__-__-__
Approved by Contracting Authority (PSPC, as required):		_____	20__-__-__

**Annex A – Project Plan**

See project plan attached to the proposal dated 20\_\_-\_\_-\_\_.

**Annex B – Supporting Cost Analysis**

See financial proposal attached to the proposal dated 20\_\_-\_\_-\_\_

**Annex C – Basis of Payment**

**Basis of Payment - Firm Unit Price(s) or Firm Lot Price - Task Authorizations**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm lot price of \$\_\_\_\_\_, as specified in the authorized TA

If applicable: identify deliverables subject to Milestone Payments according to the following schedule of milestones. Customs duties are included and Applicable Taxes are extra.

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

The schedule of milestones for which payments will be made in accordance with the TA is as follows:

Milestone No.	Deliverables	Delivery Date	Payment
1		20__-__-__	\$
2		20__-__-__	\$
3		20__-__-__	\$
	TA Project Title: _____ Total Payment		\$ _____

If applicable, the Contractor will be paid Monthly for its costs reasonably and properly incurred in the performance of the Work, described herein, as determined in accordance with the Basis of Payment below, to a limitation of expenditure of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

TA – Component 1: _____		
Description	Monthly price	Monthly price
	\$	\$
	\$	\$
	\$	\$
<b>Monthly total cost:</b>	<b>\$</b>	<b>\$</b>

TA – Component 2: _____		
Description	Monthly price	Monthly price
	\$	\$
	\$	\$
	\$	\$
<b>Monthly total cost:</b>	<b>\$</b>	<b>\$</b>

TA – Component 3: _____		
Description	Monthly price	Monthly price
	\$	\$
	\$	\$
<b>Monthly total cost:</b>	<b>\$</b>	<b>\$</b>

**Method of Payment:**

**Milestone Payments - Not subject to holdback**

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in this Task Authorization and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

**Monthly Payment**

For any authorized Task Authorization issued under the Contract that contains a Monthly Payment, Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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