

Shared Services Canada
Challenge-Based Solicitation (CBS) – Initial
IaaS – Native PaaS

Solicitation No.	CS-IAAS-2024	Date	February 10 2024
Issuing Office	Shared Services Canada 400 Cooper St, 6 th Floor Ottawa, Ontario K2P 2H8		
Contracting Authority <small>(The Contracting Authority is the person designated by that title in the Solicitation, or by notice to the Bidders, to act as Canada's "Contact" for all aspects of the Solicitation process.)</small>	<p>Cloud Services Team Manager: Nadia Kelly</p> <hr/> <p>Email Address: PVRCloudServicesRCRs.DCCServicesinonuagiquesARF@ssc-spc.gc.ca</p>		

SHARED SERVICES CANADA
Challenge-Based Solicitation (CBS) – Initial
IaaS – Native PaaS

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INTRODUCTION

Note to the Reader : The aim of this early solicitation release is to engage vendors early in the solicitation development. Provisions descriptions will evolve and be corrected as needed subsequent to receiving vendors' feedback.

Executive summary

As described under 1.4 – Challenge Based Solicitation Stages, Stage 1 is the first step including the posting of the Notice of Proposed Procurement and draft documents to officially start the engagement. The main objectives are to inform the industry of the requirements and the procurement strategy while seeking comments and feedback to refine.

Information Webinar

Bidders are invited to attend an Information Webinar to discuss the Initial Challenge-Based Solicitation. The Bidders must register by contacting the Contracting Authority prior to the date of the Webinar.

The Information Webinar will be held on the following dates and times:

- a) The English-language webinar will be held on February 16, 2024, at 2 p.m. EST
- b) The French-language webinar will be held on February 16, 2024, at 1 p.m. EST

SECTION 1 – GENERAL INFORMATION

1.1 Requirement

This bid solicitation is to establish contract(s) with task authorizations (TA) for the delivery of Infrastructure as a Service (IaaS) and Native Platform as a Service (PaaS) services to the Government of Canada.

Refer to Annex B – Statement of Challenge (SoC) for a detailed description of the requirement.

1.2 Structure of the Challenge-Based Solicitation

The Solicitation is divided into six Sections plus attachments and annexes.

Section 1: General Information; provides a general description of the requirements.

Section 2: Instructions to Bidders; provides the instructions, clauses, and conditions applicable to the Solicitation.

Section 3: Bid Preparation Instructions; provides Bidders with instructions on how to prepare their Bid.

Section 4: Evaluation Procedures and Basis of Selection; describes how the evaluation will be conducted, the evaluation criteria that will be used, and the basis of selection for Contract award.

Section 5: Certifications and Additional Information; includes the certifications and additional information to be provided.

Section 6: Resulting Contract Clauses; includes the clauses and conditions that will apply to any resulting Contract.

1.3 Solicitation Process

Unlike a traditional procurement, a Challenge-Based Solicitation (CBS) is based on the concept that Canada can best develop procurement artifacts, if it presents the requirement as a need (problem statement(s)) and allows industry the freedom to propose innovative solutions that fill the need. CBSs are accompanied with details outlining such activities and expectations, including but not limited to, industry participation or engagement, and evaluation methodologies. Solutions typically take the form of “Proof of concept” or demonstrations, and evaluations assess how well these satisfy the need.

Throughout the Invitation to Refine (ItR), Bidders are invited to provide feedback on the problem statement(s) by participating in videoconference interactions, answering surveys, and other types of activities facilitated by Canada, in order to help Canada finalize the Challenge-Based Solicitation. Acceptance of Attachment 3 – Rules of Engagement will be requested for participating to the ItR.

Following the ItR, the Final Challenge-Based Solicitation is issued which includes details such as outlining industry participation and engagement, and evaluation methodologies.

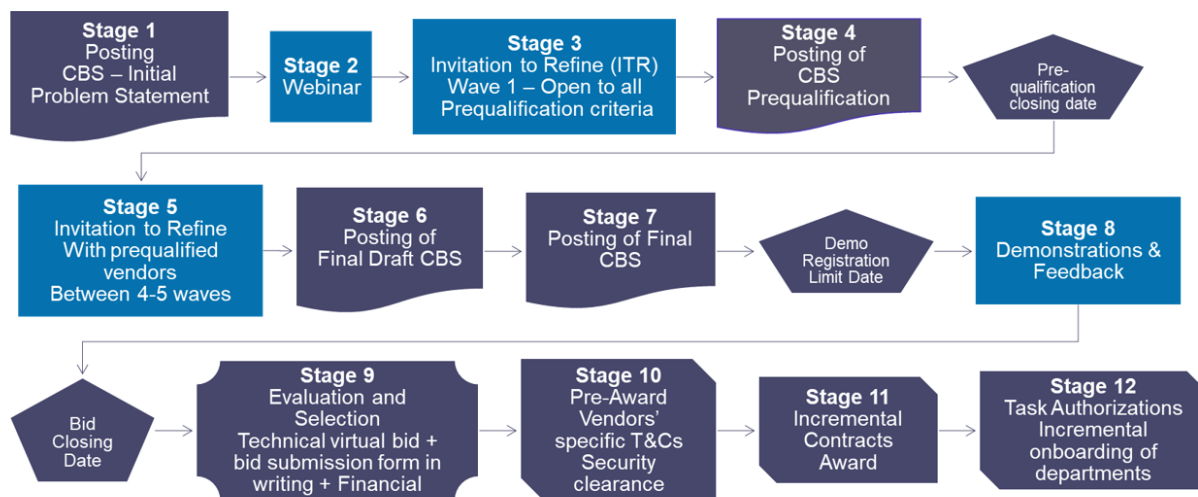
Evolving solicitation document

The solicitation document will evolve during the solicitation period. Below shows the various forms it will take:

1. Challenge-Based Solicitation (CBS) – Initial (CURRENT DOCUMENT)
2. CBS for Prequalification
3. Draft Final CBS
4. Final CBS

1.4 Challenge-Based Solicitation Stages

Table 1 - IaaS & Native PaaS Challenge Based Solicitation (CBS) Process



Stage 1: Challenge-Based Solicitation – Initial

The Notice of Proposed Procurement (NPP) and Challenge-Based Solicitation (CBS) – Initial is published on www.canadabuys.canada.ca.

Stage 2: Information Webinar

Bidders are invited to attend an Information Webinar. During the Information Webinar, Canada will provide an overview of the approach, explain the Invitation to Refine (ItR) “waves”, and gather feedback from industry on the proposed Solicitation process and evaluation framework.

Stage 3: Invitation to Refine – Wave 1

During the period of Wave 1, Bidders are invited to provide feedback on the problem statement(s) and prequalification criteria and share their perspectives by participating in various interactive events (videoconferences, group interactions, surveys and Bidder presentations) facilitated by Canada, in the presence of all Bidders. Bidders’ feedback and presentations will not be scored nor considered in the Solicitation evaluation process; ItR questions and answers will be documented and provided to all Bidders. The purpose of

the ItR (Wave 1) is to help Canada finalize the Prequalification CBS. At Canada’s discretion, additional ItR events (in the presence of all Bidders or “one-on-one”) may be scheduled for the same purpose as outlined above.

Stage 4 : Posting of CBS Prequalification

Based upon the findings from ItR – Wave 1, Canada will invite Bidders to qualify. The objective of the Prequalification stage is to establish a qualified pool of Bidders who understand the problem statement(s) and could provide innovative Cloud Services. Canada will choose the most qualified Bidders for pool formation, in accordance with Section 1 of Attachment 1 – Evaluation Grids. Bidders selected to form the pool will move on to the next stage of the Solicitation process, and Canada will notify Bidders not selected to form the pool, of their exclusion from further participation in the Solicitation process.

From that point of the process, all communication related to the solicitation will occur between Canada and the prequalified Bidders. There will be no further postings on [CanadaBuys](#) until contract award.

Stage 5: Invitation to Refine (ItR) – Waves 2 and subsequent waves

During the period of Waves 2 +, prequalified Bidders are invited to provide additional feedback on the problem statement(s) and share their perspectives by participating in additional interactive events facilitated by Canada (in the presence of all prequalified Bidders or “one-on-one”). Bidders’ feedback and presentations will not be scored nor considered in the Solicitation evaluation process; ItR questions and answers will be documented and provided to all Bidders. The purpose of the ItR (Waves 2 and subsequent waves) is to help Canada finalize the Challenge-Based Solicitation.

Invitation to Refine – Waves

Prequalified Bidders will be invited to provide feedback on the problem statement(s) and share their perspectives by participating in various interactive events (videoconferences, group interactions, surveys) facilitated by Canada (in the presence of all prequalified Bidders or “one-on-one”).

Invitation to Refine – Description of Waves

Wave 1	Prequalification criteria; problem statement challenges and initial Minimum Viable Requirements (MVRs)
Wave 2	Terms and Conditions and Work Allocation Process, capacity to satisfy Official Languages Act (OLA), and Green requirements as well as Bidders’ capacity to satisfy accessibility requirements
Wave 3	Statement of Challenge
Wave 4	Evaluation framework including Price evaluation
Wave 5	Draft final CBS

As the development of the solicitation evolves, some ItR waves may be added, or removed as required.

Stage 6: Posting of DRAFT Final Challenge-Based Solicitation

At Stage 6, based on observations during the ItR events, Canada will refine and issue the Draft Final Challenge-Based Solicitation. Bidders will have one last chance to share their feedback on the solicitation.

Stage 7: Posting of Final Challenge-Based Solicitation

At Stage 7, based on feedback from stage 6, Canada will refine and issue the Final Challenge-Based Solicitation.

Stage 8: Demonstration and Feedback

During stage 8, Canada will invite registered Bidders to make their demonstration.

Bidders will have up to the Demo registration date to register for the demonstration. The demonstration is mandatory in order to bid.

Demonstrations will be managed in accordance with the instructions of Section 4.

Stage 9: Evaluation and selection

During stage 9 Canada will assess the Bids.

Unlike traditional procurements, Bidders are not required to provide a comprehensive written Technical Bid at Bid Closing. Instead, Bidders will be invited to submit their Technical Bid in a form of a video.

Refer to Section 3 – Bid Preparation Instructions, for information on the submission process.

The highest ranked Bidders following the Evaluation Procedures and Basis of Selection process (Section 4), will be notified (*Notification of Selection*) of Canada's intent to award multiple Contracts.

Stage 10: Pre-award

During the Pre-award stage, Bidders notified of selection at Stage 9 will:

- submit their written Technical Bid that will be attached to the contract
(Note to Bidders: Bidder's written Technical Bids are not to be provided at Bid Closing)
- If applicable, finalize the negotiation of Bidders' specific Terms and Conditions to be included in the resulting contract as the last element of the Priority of Documents.
- Validate the required security clearance.
- Validate compliance with certifications

Stage 11: Incremental Contract Award

Canada anticipates awarding multiple Task Authorization Contracts.

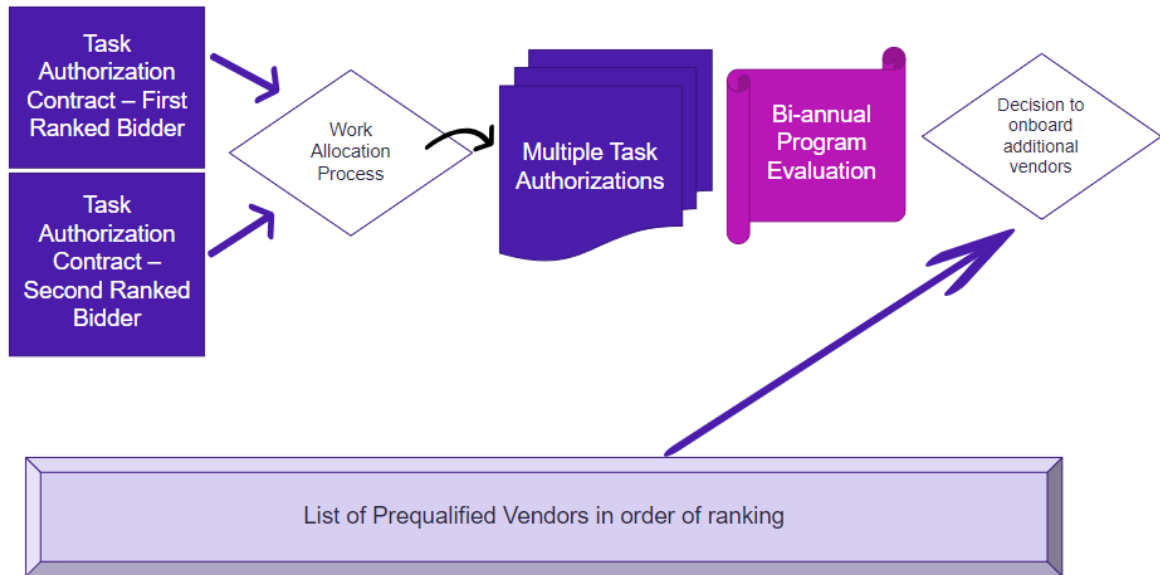
Canada will not wait for the completion of all activities related to the pre-award stage to start awarding the contracts. As soon as a selected Bidder has completed their obligations and Canada has completed its verifications, Canada may award the contract. Contracts

might not be all awarded at the same time; each will be awarded upon having any of the retained Bidders meeting all the pre-award requirements.

Stage 12: Task Authorization

This infographic is a visual representation of the Statement of Challenge task authorization process.

Table 2 – Allocation of Task Authorizations



This solicitation will result in the following:

- 1) **Contracts:** Up to two Contractors that will be invited to sign a Task Authorization Contract (TAC). Signatories of Task Authorization Contracts will be eligible to sign task authorizations in accordance with Section 6 – Resulting Contract Clauses.
- 2) **A list of prequalified Contractors** that could be onboarded in the procurement ecosystem in the upcoming years. Biannually, Shared Service Canada (SSC) will assess vendors' performance, department needs, technology evolution or any other elements and may decide to onboard one or more Contractors on the prequalified list.

1.5 Task Authorization Contract

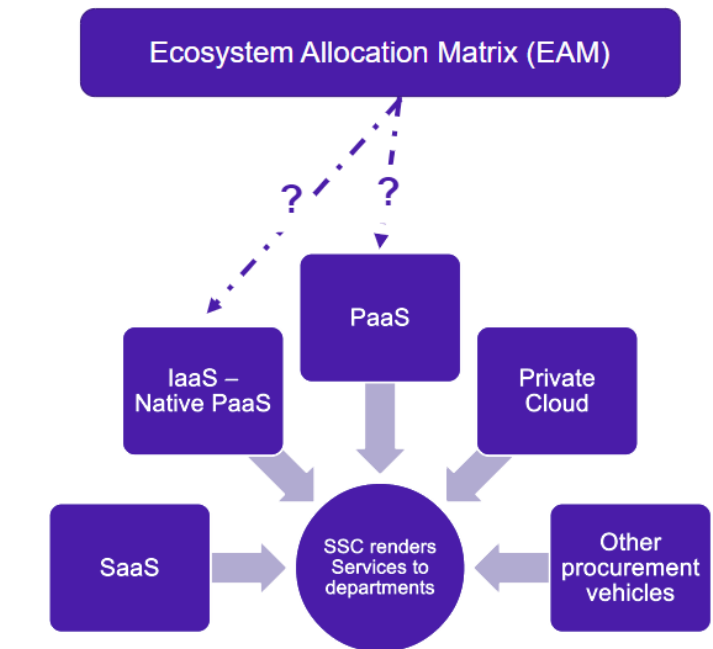
Canada intends to structure the contractual agreement as a Task Authorization Contract (TAC). Individual task authorizations (TAs) will be issued against this contract for Cloud services. A contract with Task Authorizations is a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis" through predetermined conditions including an administrative process involving Task Authorizations.

1.6 Procurement Ecosystem (PE)

- SSC may select one or more procurement vehicles (PV) to render services to departments.

- The decision to select one or more PVs will be informed by an Ecosystem Allocation Matrix (EAM), illustrated below.
- SSC may undertake competition between services from different procurement vehicles (e.g., competition of PaaS: competition of services from IaaS – Native PaaS and PaaS procurement vehicles)
- The Ecosystem Allocation Matrix (EAM) will be disclosed in each solicitation leading to establishing the PVs.
- The EAM may be revised annually in consultation with qualified contractors under the PE.

Table 3 - Procurement Ecosystem



(Note to Bidders: the model of procurement ecosystem is still in discussion and may evolve)

SECTION 2 – INSTRUCTIONS TO BIDDERS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Challenge-Based Solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions \(SACC\) 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.

Bidders who submit a Bid agree to be bound by the instructions, clauses and conditions of the Challenge-Based Solicitation and accept the clauses and conditions of the resulting Contract.

2.2 Standard Instructions

The SACC [2003](#) (2023-06-08) Standard Instructions – Goods or Services – Competitive Requirements are incorporated by reference into and form an integral part of this Solicitation, and are amended as follows:

- a) At section 03: Standard instructions, clauses, and conditions:

Delete: “Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16.”

- b) At section 05: *Submission of bids*, subsection 4:

Delete: “Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation unless specified otherwise in the bid solicitation.”

Insert: “Bids will remain open for acceptance for a period of not less than 180 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation.”

- c) At section 08: Transmission by facsimile or by Canada Post Corporation’s (CPC) Connect service:

Delete: in its entirety;

- d) At section 09: *Customs clearance*:

Delete: in its entirety;

- e) At section 13: Communications – solicitation period:

Delete: “To ensure the integrity of the competitive Bid process, enquiries and other communications regarding the Bid solicitation must be directed only to the Contracting Authority identified in the Bid solicitation. Failure to comply with this requirement may result in the Bid being declared non-responsive.”

Insert: “To ensure the integrity of the Solicitation process, all enquiries regarding this Solicitation must be directed only to the Contracting Authority identified in the Solicitation.

The integrity of the Solicitation process cannot be guaranteed when Bidders seek to raise issues with other departmental representatives; by that, potentially influencing the outcome of an active procurement. As such, Bidders must not engage with any departmental representative other than the Contracting Authority, to raise any issues

about this solicitation. This will ensure that issues are raised and addressed in writing and subsequently circulated to all Bidders.

While public servants (who may or may not be involved in this Solicitation) may engage in exchanges on other forums, such as social media, Bidders relying on “found” information do so at their own risk.

The information exchanged between participants during the Invitation to Refine waves will be published in “What we Heard” reports on canadabuys.canada.ca, on a timely basis. Official information that is binding upon Canada will only be made available by the Contracting Authority on CanadaBuys.

Failure to comply with section 13: *Communications – solicitation period* may result in a Bid being declared non-responsive.

- f) At section 14: Price justification:

Delete: “In the event that the Bidder’s Bid is the sole responsive Bid received, the Bidder must provide, on Canada’s request, one or more of the following price justification”:

Insert: “the Bidder must provide, on Canada’s request, one or more of the following price justification:”

- g) All references contained within the SACC 2003 (2023-06-08) Standard Instructions – Goods or Services – Competitive Requirements, to the Minister of Public Works and Government Services will be interpreted as a reference to the Minister presiding over Shared Services Canada and all references to the department of Public Works and Government Services will be interpreted as a reference to Shared Services Canada.

2.3 Terms and Conditions of the CBS

SSC Terms and Conditions

Acceptance by Bidders of SSC – RESULTING CONTRACT CLAUSES (Section 6), including the Annex A – Cloud General Terms and Conditions, is a mandatory requirement of this Solicitation.

No modification to the RESULTING CONTRACT CLAUSES (Section 6) included in the Bidder’s Bid will apply to the resulting Contract, even though the Bid may become part of the resulting Contract.

Bidders submitting a Bid containing statements implying that the Bid is conditional on modification to these Contract terms and conditions (including all documents incorporated into the Contract by reference) or containing terms and conditions that purport to supersede these Contract terms and conditions will be considered non-responsive. As a result, Bidders with concerns regarding the Contract terms and conditions should raise those concerns in accordance with the clause entitled Enquiries – Solicitation of the CBS.)

No alternative conditions for the proposed cloud services included in the Bidder’s Bid, or any terms and conditions in the Bidder’s Bid with respect to limitations on liability, or any terms and conditions incorporated into the Bidder’s Bid by reference, will apply to the resulting Contract, even though the Bid may become part of the resulting Contract.

Bidder's Additional Cloud Services Terms:

The process for a Bidder to submit Additional Cloud Services Terms is the following:

- a) The bidder may, as part of its Prequalification Bid, submit any additional cloud services terms not addressed by SECTION 6 – RESULTING CONTRACT CLAUSES, including Annex A – Cloud General Terms and Conditions, for the Services being offered by the Bidder. Proposed supplemental terms must not contradict any term included in SECTION 6 – RESULTING CONTRACT CLAUSES and Annex A – Cloud General Terms and Conditions, and must reflect the same or better terms currently offered to the bidder's commercial customers for the offered services.
- b) Bidders should not submit their full standard cloud services terms. Where the Bidder submits their full standard terms, Canada will require that the bidder remove these terms and submit only the terms not already addressed in the resulting contract clauses that the Bidder would like Canada to consider.
- c) Should the bidder be one of the highest ranked Bidders invited to sign a task authorization contract, Canada will determine **if Bidder's Additional Cloud Services Terms are acceptable**.
- d) **If Bidder's Additional Cloud Services Terms are acceptable**, these supplemental terms will be included as an annex to any resulting task authorization contract, as the last element of the article entitled "**Priority of Documents**".
- e) If Canada determines that any proposed cloud services term is unacceptable to Canada, Canada will notify the bidder in writing, and will provide the bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the bidder to respond.
- f) Unless the additional cloud services terms proposed by the bidder are included as a separate annex to the resulting contract, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.

2.4 Enquiries – Solicitation

Questions and comments about this Solicitation can be submitted in accordance with SACC 2003 (2023-06-08) Standard Instructions – Goods or Services – Competitive Requirements, section 13 *Communications – solicitation period*. There will be question periods, as follows.

Question Period – Prequalification Closing Date: All enquiries are requested to be submitted in writing to the Contracting Authority no later than 5 calendar days before Prequalification Closing Date. Enquiries received that do not meet this condition may not be answered prior to the Prequalification Closing Date. Enquiries received after the closing date will not be answered.

Bidders should reference as accurately as possible the numbered item of the Solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in

sufficient detail to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature are requested to 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 of the Bidders, so the proprietary nature of the question(s) is eliminated, and the answer to the enquiry can be provided to all Bidders. Enquiries not submitted in a form that can be provided to all Bidders may not be answered by Canada.

2.5 Contracting Authority

The Contracting Authority is the person designated by that title in the Solicitation, or by notice to the Bidders, to act as Canada’s “Contracting Authority” for all enquiries regarding the Solicitation process.

Name: Nadia Kelly, Manager, Cloud Services Team

Department: Shared Services Canada

Address: 400 Cooper St, 6th Floor
Ottawa, Ontario K2P 2H8

Email Address: PVRCloudServicesRCRs.DCCServicesinfonuagiquesARF@ssc-spc.gc.ca

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 the province of Ontario, Canada.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Bid, by inserting the name of the Canadian province or territory of their choice in Bid Document 2– Bid Submission Form. If no change is made, the Bidder acknowledges that the applicable laws specified are acceptable to the Bidder.

2.7 Trade Agreements

This Solicitation is subject to the provisions of the following trade agreement(s):

- Canadian Free Trade Agreement (CFTA)
- Canada-Chile Free Trade Agreement
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- Canada-Columbia Free Trade Agreement
- Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- Canada-Honduras Free Trade Agreement
- Canada-Korea Free Trade Agreement
- Canada-Panama Free Trade Agreement
- Canada-Peru Free Trade Agreement
- Canada-Ukraine Free Trade Agreement
- Canada-United Kingdom Trade Continuity Agreement
- World Trade Organization- Agreement on Government Procurement (WTO-GPA)

SECTION 3 – BID PREPARATION INSTRUCTIONS

3.1 Submission of Written Documents by Bidders

3.1.1 Bidders are required to submit written documents at various stages.

Stage 4: Prequalification

By the Prequalification Closing Date and Time noted on the cover page of the Challenge-Based Solicitation, Bidders must submit their Bid Document 1 – Prequalification Bidding Form that includes the following:

- (1) Certifications including acceptance of the ItR rules of engagement
- (2) Technical Prequalification Bid that substantiates the Technical Evaluation Criteria
- (3) Bidder's Additional Cloud Services Terms, if any

Stage 9: Selection

By the Bid Closing Date and Time noted on the cover page of the Challenge-Based Solicitation, Bidders must submit their Bid Document 2 – Bid Submission Form that includes the following:

- (4) Bid Submission Form
- (5) Virtual Technical Bid
- (6) Financial Bid Form

3.1.2 Eligibility – Prequalified Bidders

Bidders that are qualified at Stage 4 – Prequalification, that have participated in the demonstration and who remain qualified on the Bid Closing Date and Time are eligible to submit a Bid. Canada reserves the right to re-evaluate any aspect of the qualification of any Bidder at any time during the Solicitation process.

3.1.3 Financial Bid – Pricing Components

Bidders must submit their Financial Bid in **Canadian dollars (CAD)**, in accordance with instructions and the pricing components set out in Bid Document 3 - Financial Bid Form. Bidders must not make assumptions that would conflict with the instructions and the pricing components set out in the Financial Bid Form.

3.1.4 Financial Bid – Out of Scope Pricing Components

Bidders must not propose prices that would result in their Financial Bid being out of line with the pricing components set out in Bid Document 3 - Financial Bid Form

Whether or not a proposed pricing component is an out-of-scope pricing component is determined entirely within the discretion of Canada. Proposed out of scope pricing components, if any, will be kept for evaluation purposes only, and will not be considered as eligible prices under the resulting Contract.

Bidders intending to provide services at no cost should indicate “\$0.00” in the Financial Bid Form table, in the appropriate pricing component(s).

3.2 Electronic Submission of Bids Through P2P

All Bidders must submit their Bid through the SSC P2P portal by the Bid Closing Date.

Electronic submission of Bids is mandatory.

- a) **Submission through P2P:** All Bidders must submit their Bid through the SSC – P2P portal, as specified in this section.
- b) **Submissions are not permitted after bid closing:** After the bid closing date, the P2P system will not permit a Bidder to submit a bid.
- c) **P2P file size:** P2P accommodates individual documents of up to 30MB each. Bidders should ensure that they submit their bid in multiple documents, each of which is not exceeding 30MB.
- d) **P2P availability:** If the P2P portal is unavailable for any reason during any part of the 4 hours immediately before bid closing, Bidders are requested to contact the Contracting Authority immediately, both by email and by telephone. If the contracting authority confirms that the P2P portal is unavailable for any reason during any part of the 4 hours immediately before bid closing, the contracting authority will extend the bid closing by 24 hours. The contracting authority will send notice of any such extension only to those Bidders who have sent an email notification to the contracting authority indicating their intention to submit a bid. the contracting authority will also issue an amendment in P2P. The contracting authority is not required to extend bid closing if the reason a bidder is unable to access the P2P portal is related to that bidder or its systems, rather than an SSC system problem. Bidders intending to submit a bid should notify the contracting authority by email of their intention to submit a bid through the P2P portal.
- e) **Responsibility for technical problems:** by submitting a bid, the bidder is confirming it agrees that Canada is not responsible for:
 - i) any technical problems experienced by the Bidder in submitting its Bid or attachments that are rejected or quarantined because they contain malware or other code that is screened out by SSC for security reasons; or
 - ii) any technical problems that prevent SSC from opening the P2P attachments. For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated without that portion of the bid. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

Bidders can register at the Shared Services Canada – Procure to Pay portal here:

<https://sscp2pspc.ssc-spc.gc.ca>.

3.3 Submission of Only One Bid

Each Qualified Respondent from the Invitation to Qualify phase of this procurement process is considered to be a Bidder. The submission of more than one Bid from any Bidder is not permitted in response to this solicitation. If a Bidder does submit more than one Bid, Canada will ask that Bidder to withdraw all but one of its Bids. If the Bidder does not do so, Canada may choose at its discretion which Bid to evaluate.

SECTION 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

Bids will be assessed in accordance with the requirements of the Solicitation and the technical and financial evaluation criteria.

There are several steps in the evaluation process, which are described herein. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

An evaluation team composed of representatives of Canada will evaluate the Bids. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

4.1 Evaluation Procedures – Prequalification (Stage 4)

The information submitted in the Bid Document 1 – Prequalification Bidding Form will be evaluated according to Attachment 1 – Evaluation Grids. Bidders must submit their completed Prequalification Bid by the Prequalification Closing Date and Time noted on the cover page of the Challenge-Based Solicitation.

4.1.1 Basis of Prequalification

To be declared a prequalified Bidder, a Bid must:

- a) comply with all the requirements of the Solicitation; and
- b) achieve a minimum number of [insert #] points for the Prequalification Point-Rated Technical Evaluation Criteria.

Bids not meeting a) or b) will be excluded from further participation in the Solicitation process.

In accordance with Attachment 1 – Evaluation Grids, Canada will choose the 5 most qualified Bidders for pool formation. Bidders selected to form the pool will move on to the next stage of the Solicitation process, and Canada will notify Bidders not selected of their exclusion from further participation in the Solicitation process.

4.2 Demonstrations and feedback (Stage 8)

(Note to Bidders: This section will be further refined after the prequalification)

Prequalified Bidders may register to make a demonstration of their capacity.

Only Bidders that have participated in the demonstration will be eligible to bid.

4.2.1 The key steps for the demonstration are the following:

- a) Bidder presents information required to fulfill the criteria (maximum 40 minutes);
- b) Evaluation team withdraws: The evaluation team withdraws to discuss the demonstration and determine what is deficient and/or requires clarification in the demonstration (estimated 20 minutes); and

- c) Canada's feedback: The evaluation team asks questions to the Bidder and the Bidder responds (maximum 40 minutes).

4.2.2 Canada's accountability in conducting a demonstration

- a) If, during the demonstration, Canada notes deficiencies, omissions or non-compliance of the demonstration, Canada will provide feedback to the Bidder indicating any requirements that Canada has noted:
 - i) have not been addressed at all;
 - ii) have not been sufficiently addressed; or
 - iii) are addressed in such a way that the demonstration would not meet the MVR, in which case the technical bid would be declared non-compliant or would not be allocated high points if submitted as is on the closing date.
- b) While Canada will note the reason the demonstration is deficient, Canada will not indicate to the Bidder how the deficiency can be corrected.
- c) Once Canada has indicated that a requirement has not been met, or not sufficiently demonstrated, Canada is not required to breakdown each way in which the Bidder has failed to meet the requirement or demonstrate any rated requirement. Canada will also not respond to questions about the feedback.
- d) Canada does not guarantee that it will identify every deficiency of the demonstration. By participating in the demonstration, the Bidder is agreeing that Canada will not be responsible in any way for failing to identify any omission, deficiency or non-compliance of the demonstration.
- e) Even if Canada provides feedback regarding the demonstration, the Bidder is solely responsible for ensuring that its bid submitted on the closing date is accurate, consistent, complete and fully compliant.

4.3 Evaluation Procedures – Selection (Stage 9)

(Note to Bidders: This section will be further refined after the prequalification)

After bid closing, the virtual bid provided in the form of video will be assessed in accordance with Section 2 of Attachment 1 – Evaluation Grids.

4.3.1 Technical Merit Score

The technical merit score will be determined as follows: the total number of points obtained for the Technical virtual bid detailed in Section 2 of Attachment 1 – Evaluation Grids.

4.3.2 Financial Merit Score

The financial merit score will be determined as indicated in the Financial Bid Form.

4.3.3 Combined ratings of technical and price

The technical merit score (70) and the financial merit score (30) will be added together to determine the total score out of 100.

4.3.4 Ranking

The ranking of responsive Bids will be determined by the combined ratings of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price. Bids will be ranked from highest to lowest total score.

4.3.5 Number of contracts and qualified vendors permanent list

Contracts: The 2 highest-ranking responsive Bid(s) (Total Score) will be recommended for Contract award, on the condition that, the second highest-ranking responsive Bid is not within (+/- 1%) of the highest-ranking responsive Bid. In the event that the second highest-ranking responsive Bid is within (+/- 1%) of the highest-ranking responsive Bid, these Bids will be ranked in descending order as follows:

The points obtained for the technical evaluation will be used to rank the subsequent tied Bid from the highest score to the lowest score.

Qualified vendors permanent list:

Responsive bids not recommended for contract award will be put on a Qualified vendor permanent list in their order of rankings.

During the course of the contract, Canada may recommend one or more qualified vendors for Contract award.

Example

Table 1 provides an example where four Bids are responsive and the selection of the Bidder to be recommended for award is determined by a 70/30 ratio of the technical merit and price, respectively.

Table 4: Highest Combined Rating Technical Merit (70%) and Price (30%)

Bidders	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5
Technical Evaluation Criteria Score/100	90	76	84	87	54
Pass mark of 60%	passed	passed	passed	passed	failed
Technical Merit Score (70%)	$90/100 \times 70 = 63.00$	$76/100 \times 70 = 53.20$	$84/100 \times 70 = 58.80$	$87/100 \times 70 = 60.90$	N/A
Bid Price	\$3,100	\$2,600	\$3,450	\$4,250	N/A
Price Score (30%)	$2,600/3,100 \times 30 = 25.16$	$2,600/2,600 \times 30 = 30.00$	$2,600/3,450 \times 30 = 22.60$	$2,600/4,250 \times 30 = 18.35$	N/A
Total Score (max. 100 points)	88.16	83.20	81.40	79.25	N/A
Overall ranking: Bidders 1 and 2 would be recommended for Contract award.	1 st	2 nd	3 rd	4 th	Non-Compliant (Failed to obtain the

Bidders 3 and 4 would be put on the qualified permanent list					minimum pass mark for Technical Merit).
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4.4 Basis of Selection – Highest Combined Rating of Technical Merit and Price

4.4.1 To be declared responsive, a Bid must:

- a) comply with all the requirements of the Solicitation; and
- b) meet all the mandatory technical and financial evaluation criteria.

Bid not meeting a) or b) will be declared non-responsive.

4.4.2 Notification of Selection

The 2 highest-ranking Bidders following the Evaluation Procedures and Basis of Selection process will be notified of Canada’s intent; at its sole discretion, to award up to 2 Task Authorization Contracts.

4.5 Contract Award

Contract Award is subject to Canada’s internal approval processes, which includes a requirement to approve funding in the amount of any proposed Contract(s). Although a Bidder may have been recommended for Contract award, a Contract will only be awarded if internal approval is granted according to Canada’s internal approval processes. If approval is not granted, no Contract will be awarded.

Canada will award the contracts only once final agreement is reached on the **Bidder’s Additional Cloud Services Terms**, if any. For that reason, the contracts may not be awarded at the same time.

4.6 Media Announcements

The Bidder agrees not to make any media announcements about the award of a Contract without the written consent of the Contracting Authority.

SECTION 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 Certification requirements

Bidders must submit the Certifications and Additional Information in accordance with the requirements of Bid Document 2 – Bid Submission Form.

If any of the required certifications or additional information is not complete and submitted as requested, the Contracting Authority will inform the Bidder, by sending a written notice of a time frame within which to comply with the request. Failure to comply with the request within the time frame specified will render the Bid non-responsive.

The certifications provided by Bidders to Canada are always subject to verification by Canada. Unless specified otherwise, Canada will declare a Bid non-responsive, or will declare a Contractor in default if any certification made by a Bidder is found to be untrue, whether made knowingly or unknowingly, whether in its Bid, during the Bid evaluation period, or during the Contract period.

The Contracting Authority will have the right, by sending a written notice to the Bidder at any time, to request additional information to verify the Bidder's certifications. Failure to comply with this request will render the Bid non-compliant or will constitute a default under any Contract that may be issued as a result of the Solicitation process.

Certifications will be required at different stages during the process.

5.2 Financial Capability Assessment

Prior to Contract award, Canada may conduct a complete financial capability assessment of the Bidders. Canada may request from the Bidders any financial information that Canada may require to conduct the assessment, which may include, but is not limited to, audited financial statements, if available, or unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years. The financial statements must include, at a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement, and any notes to the statements.

SECTION 6 – RESULTING CONTRACT CLAUSES

Note to Bidders: the following Contract terms and conditions are intended to form the basis of any Contract(s) resulting from this Challenge-Based Solicitation. Except where specifically set out in the Contract terms and conditions, acceptance by Bidders of all the terms and conditions is a mandatory requirement of this Solicitation.

No modification to the Contract terms and conditions included in the Bidder's Bid will apply to the resulting Contract, even though the Bid may become part of the resulting Contract.

Articles of Agreement

(Note to Bidders: these Articles of Agreement will be refined during the ItR(s) and will be finalized prior to the issuance of the final CBS)

Series of contracts

The Contractor acknowledges that this Contract is one of a series of 2 *[Note to Bidders: this number may be adjusted downward if necessary at the time of award]* contracts awarded as a result of the Challenge-Based Solicitation issued by Shared Services Canada on [insert date] under No. [insert number]. These contracts are included in the IaaS-Native PaaS Procurement Vehicle.

Ecosystem of Procurement Vehicles

The Contractor acknowledges that this IaaS-Native PaaS Procurement Vehicle is one of multiple procurement vehicles for the Hosting contracting ecosystem.

The Contractor acknowledges that:

- SSC may select one or more procurement vehicles (PV) to render services to departments.
- The decision to select one or more PVs will be informed by the Ecosystem Allocation Matrix (EAM).
- SSC may undertake competition between products from different procurement vehicles (e.g., competition of PaaS: competition of services from IaaS – Native PaaS and PaaS procurement vehicles).
- The EAM will be disclosed in each of the solicitations leading to establishing the PVs.
- The EAM may be revised annually in consultation with qualified contractors under the PE.

Evolving Ecosystem

During the course of the contract, in cases where the technological context will render available innovative services that could help Canada to better resolve the problem identified in the SoC, the Contractor will make those services available on its catalogue at its public price minus GoC discounts.

In cases where the improvement would be provided by a third party (other than the Contractor), Canada may do one of the following:

- (1) Invite the highest ranked vendor on the qualified vendors permanent list to sign a task authorization contract and be included in the IaaS-Native PaaS procurement vehicle.
- (2) Launch a new solicitation to qualify new Contractors with the ability to help Canada to resolve problems and better address Canada's challenges.

Collaborative Environment:

While Canada recognizes that the contractors issued this series of contracts compete with one another, the Contractor agrees that it will:

- (1) except for disclosures required by law, not make any media or other public statements regarding any services rendered or products delivered under this series of contracts by another contractor without the prior consent of the Contracting Authority; and
- (2) actively participate in group discussions scheduled by Canada, on the understanding that no contractor is expected to share its intellectual property, Confidential Information or proprietary information during these sessions.

6.1 Requirement

- 6.1.1 **[Cloud Service Provider Name] ("Contractor")** agrees to provide the Cloud Services described in the Statement of Challenge ("**SoC**"), and to stand ready to supply Clients with the services described in individual TAs issued by Canada, in accordance with, and at the prices set out in this Task Authorization Contract ("**TAC**") and the relevant Task Authorization (TA), which will be the prices set out in the Contractor's published price list minus committed discounts.
- 6.1.2 **Client:** Under this TAC, Shared Services Canada ("**SSC**"), is both the Contracting Authority ("**TAC's CA**") and the Technical Authority. This TAC will be used by SSC to provide services to the "**End Users**", which include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the TAC Period or any individual TA Period, and those other organizations for whom SSC's services are optional at any point during either period of time and that chooses to use those services from time to time. SSC may choose to use this TAC for some or all of its Clients and may use alternative means to provide the same or similar services.
- 6.1.3 **Reorganization of Client:** The Contractor's obligation to provide the Cloud Services 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 or restructuring of the Client includes the privatization of any 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 CA or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- 6.1.4 **Other Jurisdictions:** Canada reserves the right to allow other Canadian Jurisdictions to use the contract for Cloud Services requirements.
- 6.1.5 **Defined Terms:** Words and expressions used in this TAC are defined in Annex E.

6.2 Contract Period and Task Authorization Period

6.2.1 The “**Contract Period**” is the entire period of time during which the Contractor is obliged to provide Cloud Services under the contract, which begins on the date of contract award and ends when Canada ceases to use the contract. This is the period during which Canada may issue TAs.

6.2.2 The “**Task Authorization (TA) Period**” is the entire period of time during which the Contractor is obliged to provide the Cloud Services, which includes:

- a) The “**Initial TA Period**”, which begins on the date the TA is issued and ends when the Contractor has provided the Cloud Services in accordance with the TA requirements; and
- b) any period during which the TA is extended by Canada.

6.2.3 Option to Extend the TA:

The Contractor grants to Canada the irrevocable option to extend the term of the TA under the same terms and conditions, subject to the availability of the same Cloud Services, through a TA amendment issued by the Contracting Authority. The Contractor agrees that, during the extended period of the TA, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

6.3 Task Authorization (TA)

The Cloud Services or a portion of the Cloud Services to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization Process (TAP) to be defined at a later date.

6.4 Authorities

a) Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Phone: _____
Email address: _____

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

b) Technical Authority

The Technical Authority for the Contract is (the person will be identified at Contract Award):

Name: _____
Title: _____
Organization: _____
Phone: _____
Email address: _____

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

c) **Contractor's Representative** - (the person will be identified at Contract Award):

Name: _____
Title: _____
Organization: _____
Address: _____
Phone: _____
Email address: _____

6.5 Task Authorization Process

As more than one contract has been awarded for this requirement, one of the two Contractors will be invited to sign a TA in accordance with the Work Allocation Process (WAP) described under section 6.7.

The Contractor identified by the WAP will receive a request to perform a task. If that Contractor confirms in writing that it is unable to perform the task, the request to perform a task will then be forwarded to the Contractor ranked second. If no contractor can perform the task, Canada reserves the right to acquire the requirement by other means. A Contractor may advise the Technical Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under a TA and no request to perform a task will be sent to that Contractor until that Contractor has given notice in writing to the Technical Authority and the Contracting Authority that it is available to perform additional tasks.

- a) The Technical Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in Attachment 1.
- b) The resulting Task Authorization (TA) will contain the details of the activities to be performed or services to be rendered and a description of the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- c) The Contractor must not commence work until a TA authorized by the Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.6 Priority of Documents for this Contract

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

- a) these Articles of Agreement of the Task Authorization Contract (TAC);

- b) Annex A – Cloud Terms and General Conditions, Security Obligations, Privacy Obligations
- c) Resulting Task Authorization (RTA) Clauses
- d) Annex B - Statement of Challenge (SoC)
- e) Annex C – Security Requirements Check List (SRCL)
- f) Annex D- SRCL Classification Guide
- g) Annex E – Defined Terms
- h) Annex F - the Contractor’s bid dated **[Date]**, in response to Solicitation Process No. **[xxxxxx]** not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.
- i) Annex G – Additional Cloud Services Terms Approved by Canada

6.7 Work Allocation Process

(Note to Bidders: Will be developed during the ItR)

6.8 Basis of Payment

The Contractor will be paid for the requirement specified in the authorized TA, in accordance with the Basis of Payment.

Canada’s liability to the Contractor under the authorized TA must not exceed the **limitation of expenditure** specified in the authorized task authorization. Applicable Taxes are extra.

6.8.1 For the Commercially Available Public Cloud Services provided under individual TAs, the Contractor will be paid the firm prices applicable to the cloud service(s) selected (e.g., on-demand, subscriptions, prepaid services, etc.), as set out in the Contractor’s commercial catalogue less any applicable Government of Canada discount.

- a) Charges for Cloud Services shall not exceed the Contractor’s published online pricing for the provisioned Commercially Available Public Cloud Service(s). The Contractor must provide Canada with the benefit of tiered pricing discounts and volume rebates, where applicable.
 - i. If there is a price decrease to a Cloud Service already provisioned, the Contractor will apply the price decrease.
 - ii. The new lower price of the Cloud Service(s) must be applied automatically to the next outstanding payment owed by the Client and will be maintained for the remaining length of the TA, unless a new lower price is made available.

6.8.2 Canada will indicate the payment terms within the TA.

6.8.3 **Service Credits:** If the Cloud Service does not meet the Minimum Availability Level in any given month, Canada will be entitled to claim credits in accordance with the

Contractor's commercially available published service level agreement and service credit process.

- 6.8.4 **Currency:** All native commercially available Cloud Services must be payable in Canadian dollars. In cases where the CSP's commercially available online pricing for non-native services are in US dollars, the CSP must include functionality to allow pricing to be converted to Canadian dollars. The conversion rate must be as favourable as the one offered to the CSP's commercial customers.
- 6.8.5 **Auto-Renewal Opt Out:** Canada hereby provides notice to the Contractor that, unless otherwise stated in any TA, it opts out of any auto-renewal of the Commercially Available Public Cloud Services.

6.9 Methods of Payment

- 6.9.1 **Method of Payment for On-Demand Services:** Canada will pay in arrears for On-Demand Cloud Services requested by Canada, in accordance with the TA, that have been provisioned and received by Canada, applicable taxes extra. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit an invoice for each active TA showing all consumption details to support the charges claimed in the invoice.
- 6.9.2 **Method of Payment for All Subscription Based Services:** Canada will pay in advance for Subscription Based Cloud Services requested by Canada, in accordance with the TA, applicable taxes extra. Canada will make the advance payment to the Contractor for all Subscription-Based Services (both Monthly and Annual) within 30 days after receiving a complete invoice (and any required substantiating documentation), or within 30 days of any date specified in the Task Authorization for making that advance payment, whichever is later.
- a) If Canada disputes an invoice for any reason, Canada will pay the Contractor the undisputed portion of the invoice, as long as the undisputed items are separate line items on the invoice and owed. In the case of disputed invoices, the invoice will only be considered to have been received for the purpose of calculating "Interest on Overdue Accounts" once the dispute is resolved.
 - b) The Contractor acknowledges that this is an advance payment and that payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Cloud Services, if the Cloud Services were not provided in accordance with the TA.
- 6.9.3 **Method of Payment for Prepaid Task Authorization with a Maximum Price:** Canada will pay in advance a lump sum from which the Contractor will deduct, monthly in arrears, the cost of the Cloud Services consumed, applicable taxes extra.
- c) The terms for advance payment will be for no more than 1 year of service.
 - d) Where the terms for advance payment are periodic up to 1 year then Canada will indicate within the TA a period of monthly, quarterly or semi-annual payments.
 - e) Payments in arrears will be made on a period of monthly or quarterly payments.

- 6.9.4 For each Task Authorization validly issued under the Contract that contains a maximum price:
- f) Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment.
 - g) The Contractor must submit an invoice for each active TA showing all consumption and/or subscription/prepaid details to support the charges claimed in the invoice.
 - h) Provided that the Contractor makes tools accessible for Clients to monitor consumption and allows them to set thresholds and alerts related to Cloud Services usage and consumption, the Contractor may submit additional invoice(s) for consumption that exceeds the prepaid price.
 - i) Where services are accepted or terminated outside of the regular billing cycle (e.g., monthly), the Contractor must invoice in accordance with its commercially available published process.

6.10 Multiple Task Authorizations issued

6.10.1 The Contractor acknowledges that:

- a) Multiple **Task Authorizations** will be awarded by Canada with respect to Cloud Services.
- b) **Competitive Award:** The Contractor acknowledges that the TAC has been awarded as a result of a competitive process.
- c) Provided Canada respects the Task Authorization Work Allocation Process described in this document, the Contractor has no rights against Canada with respect to the way in which Canada administers the contracts with other contractors. For example, the Contractor will have no right to bring any claim against Canada as a result of Canada choosing to grant extensions to any other contractor or choosing not to exercise rights or remedies to which Canada may be entitled pursuant to another contract in this series of contracts. If any Task Authorization involves work provided by more than one contractor, the interaction between those contractors or a third-party contractor will be addressed in the Task Authorization.

6.10.2 Responding to Task Authorizations: While the Contractor is not required to respond to Task Authorizations, the Contractor agrees to engage actively in the review of Task Authorization requests and to respond to those for which it can perform the requested tasks.

6.11 The Government of Canada's Green House Gas Reduction Targets

Canada is committed to achieving net zero greenhouse gas (GHG) emissions by 2050 in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded contracts:
 - Canada's Net-Zero Challenge;
 - the United Nations Race to Zero;
 - the Science-based Targets Initiative;
 - the Carbon Disclosure Project;
 - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

6.12 Engagement with Public Servants:

- 6.12.1 The Contractor agrees that, unless it has the written consent of the Contracting Authority, it will not send unsolicited emails or other materials to Canadian federal public servants lobbying or otherwise promoting that the Contractor be given more Work or relating to the administration of this Contract or any Task Authorizations issued pursuant to it.
- 6.12.2 Except as contemplated under a Task Authorization, the Contractor must not discuss the products of any third party, including the other contractors under this series of Contracts in any of its interactions with public servants.

LIST OF ANNEXES

****Note: Some of the Annexes and Documents are not included in Stage 1 – Posting of Initial CBS. Those documents are currently being developed and will be made available at a later stage.**

- Annex A Cloud General Terms and Conditions**
 - Security Obligations**
 - Privacy Obligations**
- Annex B Statement of Challenge (SoC)**
- Annex C Security Requirements Check List (SRCL)**
- Annex D SRCL Classification Guide**
- Annex E Defined Terms**
- Annex F Additional Cloud Services Terms Approved by Canada**

Bid submission documents

- Bid Document 1 Prequalification Bidding Form**
- Bid Document 2 Bid Submission Form**
- Bid Document 3 Financial Bid Form**

Attachments

- Attachment 1 Evaluation Grids**
- Attachment 2 Task Authorization Form**
- Attachment 3 Rules of Engagement**

Annex A Cloud General Terms and Conditions

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Section on Security Obligations

1.1 Limitation of Liability

1.1.1 Except as expressly provided in paragraph 1.1.2, the Contractor is liable to Canada for all direct damages it causes in performing or failing to perform the Contract in relation to:

- (1) the Contractor's acts or omissions under the Contract as a result of gross negligence, willful misconduct and fraud related to breach of obligations under the Task Authorization Contract (TAC) and breach of intellectual property rights, and;
- (2) the Contractor's breach of confidentiality obligations under the Contract, but such limitation does not apply to the disclosure by the Contractor of the trade secrets of Canada or a third party related to information technology.

However, the Contractor is not liable to Canada for indirect, special or consequential damages caused by items 1 and 2 above.

1.1.2 With respect to all direct damages not listed above, the Contractor's maximum liability to Canada is the total estimated cost of the Contract (meaning the dollar amount shown on the first page of the Task Authorization in the block titled "Total Estimated Cost"). Within this maximum, all direct damages not listed above are subject to a maximum of the total amount paid for the Task Authorization in the previous 12 months prior to the liability event.

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

None of the above limitations apply to damages based on loss of life or injury or claims based on infringement of intellectual property.

1.2 Termination for Convenience

1.2.1 Canada may terminate the TAC and any TA for convenience after written notice is given to the Contractor or using the termination or cancellation functionality provided through the Contractor's online portal. If the Contract is terminated in part only, the Contractor must continue to provide the Cloud Services that are not affected by the termination notice.

1.2.2 If Canada terminates the TAC and any TA for convenience, the Contractor will be entitled to be paid for the balance owing for any Cloud Services provided pursuant to one or more TAs (less any applicable credits it has applied for and is entitled to receive).

1.2.3 The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor, must not exceed the TA Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated on the date of termination.

1.2.4 The termination of the TAC for convenience does not terminate any individual TA for convenience. Any individual TA would be separately terminated for convenience. The termination of the TAC shall not affect or terminate an individual TA entered into prior to the termination date of the TAC, unless the event giving rise to the termination of the TAC results directly from a breach of the Contractor's or Canada's obligations under such TA, in which case such TA shall be terminated in accordance with its terms.

1.3 Termination for Default

The Contracting Authority may terminate the TAC with immediate effect by delivering notice of termination to the Contractor, in the following circumstances:

The Contractor does not meet the ongoing qualification requirements described in this TAC;

1.3.1 The Contractor has breached any of the specific terms and conditions detailed in this TAC or in an individual TA; or

1.3.2 The Contractor becomes bankrupt or insolvent.

1.4 Retrieval of Canada's Data at Termination

At all times during the TAC Period, Canada must have the ability to access and extract all Canada's Data stored in the Service. Upon termination of the entire TAC or one or more TAs, the Contractor must retain Canada's Data stored in the Service for a minimum of 90 calendar days and provide Canada with a limited function account, similar to the GC master account, which provides Canada with the ability to extract its data during that period. Canada must have the ability to securely extract its data and metadata in a machine-readable and usable format acceptable to Canada, at no additional cost if there is termination for default. After the retention period ends, the Contractor must, upon request by Canada, disable Canada's account.

1.5 Ongoing Qualification Requirements and Certifications

1.5.1 The Contractor must continue to meet the qualification requirements and comply with its certifications in its bid as a condition of the TAC, which are subject to verification by Canada during the entire TAC Period and each TA Period. If the Contractor no longer remain qualified, does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, under the default provision of the TAC, to terminate the TAC and one or more TAs for default.

1.5.2 The Contractor must provide any information requested by Canada with respect to whether it continues to meet the ongoing qualification requirements within a reasonable period requested by Canada, not to exceed 15 FGWDs or as otherwise mutually agreed upon.

1.6 Security and Privacy Requirements for Contractors

The security and privacy requirements set out in this Task Authorization Contract apply to and form part of the TAC and each TA and must be maintained at all times during the TAC Period and each TA Period.

1.7 Ongoing Supply Chain Integrity Process

- 1.7.1 The Parties acknowledge that security is a critical consideration for Canada with respect to this TAC and that ongoing assessment of SCSI will be required with respect to individual TAs throughout the TAC Period.
- 1.7.2 The parties acknowledge that Canada reserves the right to review the native Cloud Services and third-party marketplace services of any Contractor in whole or in part at any time for supply chain integrity concerns. This acknowledgement does not obligate the Contractor to support the SCSI review.
- 1.7.3 Throughout the TAC Period and any TA Period, the Contractor must provide to Canada information relating to any data breach of the Contractor's network of which it knows that results in either (a) any unlawful access to Canada's content stored on Contractor's equipment or facilities, or (b) any unauthorized access to such equipment or facilities, where in either case such access results in loss, disclosure or alteration of Canada's content in relation to change of ownership, to the Cloud Services under this TAC, and to any individual TA, that would compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications of Canada.

1.8 Sub-processors

- 1.8.1 The Contractor must provide a list of Sub-processors that could be used to perform any part of the Cloud Services in providing Canada with the Cloud Services. The list must include the following information (i) the name of the Sub-processor; (ii) the identification of the scope of activities that would be performed by the Sub-processor; and (iii) the country (or countries) where the Sub-processor would perform the activities required to support the Cloud Services.
- 1.8.2 The Contractor must provide a list of Sub-processors within ten days of the Task Authorization Contract award date. The Contractor must provide Canada notice (by updating the website and providing Customer with a mechanism to obtain notice of that update) of any new Sub-processor at least 14 days in advance of providing that Sub-processors with access to Customer Data or Personal Data.

1.9 Change of Control

- 1.9.1 If Canada determines in its sole discretion that a change of control affecting the Contractor (either in the Contractor itself or any of its parents, up to the ultimate owner) may be injurious to national security, Canada may terminate the TAC on a "no-fault" basis by providing notice to the Contractor within 90 calendar days of receiving the notice from the Contractor regarding the change of control. Canada will not be required to provide its reasons for terminating the TAC in relation to the

change of control, if Canada determines in its discretion that the disclosure of those reasons could itself be injurious to national security.

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

1.10 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the TAC or any individual TA and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection.

1.11 Applicable Laws

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

1.12 Invoicing Instructions

1.12.1 The Contractor must submit invoices for each TA issued under the TAC. All invoice pricing and payment must be in Canadian dollars.

1.12.2 The Contractor's invoice must indicate the Cloud Services and the quantity for which it is invoicing, with corresponding unit prices, in accordance with the Basis of

Payment, and the extension of totals of services provided. Invoices must also include the date, TA number, Procurement Business Number and financial code(s).

1.12.3 By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the Cloud Services have been provided, and charges calculated, in accordance with the TA.

1.12.4 The Contractor must apply any applicable Service Credits owing to Canada following the submission of a valid claim in accordance with the Contractor's commercially available published process, to the TA invoice that follows the month after the Service Credits accrue under that TA.

1.12.5 Applicable Taxes must be specified on all invoices as a separate item, along with corresponding registration numbers from the tax authorities.

1.12.6 The Contractor must provide the original of each invoice to the End User. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

1.13 Interest on Late Payments

Canada will pay to the Contractor simple interest at the Average Rate (the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the month in which payment is made) plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive, provided Canada is responsible for the delay in paying the Contractor.

1.14 Foreign Nationals

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the TAC or any individual TA. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the TAC or TA, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Immigration, Refugees and Citizenship Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

1.15 Limitation of Expenditure

1.15.1 Canada's total liability to the Contractor under each individual authorized TA issued by the Contracting Authority must not exceed the amount set out in the TA, applicable taxes included, including any revisions issued by the Contracting Authority.

1.15.2 No increase in the liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

1.15.3 The Contractor must provide reporting capabilities within its service that allow the End User to assess the adequacy of this sum and determine whether they need to reduce usage or increase funding in order to permit provision of the Cloud Services within budget.

Security Obligations

At the contracting stage, the Contractor will need to fully satisfy the Government of Canada's PBMM HVA (Protected B, Medium Integrity, Medium Availability – High Value Asset) security requirements. The language and full list of requirements will be further refined during the solicitation development state.

Annex B Statement of Challenge (SoC)

IaaS Problem, Challenge Statements and Outcomes

Context

The Government of Canada (GC) has a requirement for access to Commercially Available Public Cloud Services (“Cloud Services”) to meet its business needs across a broad spectrum of government organizations. In order to assist organizations in meeting Canadians’ expectations and delivering government services and benefits simply, securely and efficiently, Canada is seeking the access and delivery of Commercially Available Public Cloud Services at various data classification levels.

The GC must create a secure and resilient enterprise digital security ecosystem to continue to deliver the services that Canadians rely on today while accelerating Canada’s move to modern services that are secure, reliable, user-centric and barrier-free, and meeting the need for privacy and transparencyⁱ. This is essential to maintaining trust in Canada’s institutions.

Scope

The scope of the resulting contract is to resolve the problem, address the challenges and produce the expected outcomes. The scope will remain stable during the contract’s life but the way the cloud services will be rendered may evolve.

Problem Statement and Challenges

Problem Statement

Canada lacks the ability to deploy digital infrastructure with agility and velocity, as well as capacity to scale and leverage emerging technologies to advance its service delivery for Canadians.

Challenges

Canada’s application environment is characterized by an aging, legacy infrastructure limiting its ability to advance its digital agenda. Couple that with a large sensitive data set, which, if compromised, would have a significant impact on the security and privacy of Canadians, the GC and stakeholders.

The following challenges limit Canada’s capacity to resolve the problem:

- a. The complexity related to a high dependency on legacy systems and an aging infrastructure.
- b. The difficulty with addressing demand fluctuations and to scale on-premises services in a timely manner.
- c. The complexity of integrating and connecting Cloud services with on-premises services.
- d. The application of the GC’s stringent security and privacy standards, as well as government policies and regulations.
- e. The limited capacity to forecast and manage the cost of Cloud services due to the lack of enterprise-level visibility on detailed service costs and consumption.

- f. The recruitment, retention, and training of skilled professionals necessary to implement ever-evolving Cloud services.

Expected Outcomes of the Contract

The GC must continue to address the challenges of digital modernization and the risks of its aging IT systems to provide long-term benefits to all the people and businesses it serves, including GC employees. The ability of the Government to deliver both large technical modernization and iterative improvements is critical to improve what Canadians experience in the digital age.

For the initial increment, Canada expects to procure technologies based on highly scalable cloud platform solutions that facilitate faster idea-to-value transformation, robust security, and compliance mechanisms, along with financial predictability.

The GC must continue to provide a secure, reliable, and privacy-enabled, interoperable service delivery environment for internal services and business applications that are hosted in cloud-based environments. This will enable continuous improvement of Canada's digital service delivery to meet its evolving needs, ambition, and commitments.

MVR IaaS – Native PaaS Procurement

WORKING DRAFT

Minimum Viable Requirements (MVRs) – Draft for Consultation

The sections below describe the expected minimal capabilities of the Solution. It describes what the Solution must be able to do (functional requirements), and how the Solution must interact with the environment and other devices (non-functional requirements). The MVRs are mandatory.

1. General

1.1 The bidder must offer services that are Commercially Available with publicly accessible documentation. These services must also come with comprehensive support, including technical assistance, defined service level agreements (SLAs), and regular updates.

2. Compute

2.1. The solution must include compute instances to provide computing resources for running applications and workloads in the cloud.

3. Storage

3.1. The solution must include Block, Object and File storage capabilities that are scalable.

4. Operational and Security Dashboards, Reporting and Logs

4.1. The solution must include a centralized dashboard to access information and metrics to monitor and report on the infrastructure and workloads including health status, security posture, and compliance dashboard.

5. Centralized Automated Configurations

5.1. The solution must be configurable and consumable through Infrastructure as Code (IaC) either through a native automation system or a third-party solution.

5.2. The solution must be able to integrate with services and systems using an Application Programming Interface (API) system.

6. Resiliency Requirements

6.1. Must have a minimum of two geographically redundant regions and two data centres per region to allow for seamless failover from one to the other with no material impact on operations nor shall it require operational input from the GC to manage.

6.2. The solution must include redundancy and failover mechanisms at various IaaS and PaaS levels, including compute, storage, and networking, to mitigate single points of failure.

7. Scalability

7.1. The solution must be able to scale resources horizontally and vertically to accommodate increased demand without service degradation, including auto-scaling policies, elastic load balancing, and capacity planning.

8. Network Capacity

8.1. Network capacity refers to the amount of network resources and bandwidth available within the IaaS environment which determines how much data can be transferred between virtual machines (VMs), storage resources, and other components within the infrastructure.

8.2. The solution network must connect to the Secure Cloud to Ground requirements of the GC.

9. Native and 3rd Party Firewall Capabilities

9.1. The solution must include a native firewall capability that is configurable to manage security groups.

- 9.2. The solution must be able to use 3rd party firewalls and security appliances (e.g., Fortinet and F5).
- 9.3. The solution must include a Web Application Firewall (WAF) to protect web applications from various online threats and attacks.
- 9.4. The solution must include an Intrusion Detection System (IDS) as a security mechanism that monitors network or system activities for signs of unauthorized access, security policy violations, and suspicious behaviour.

10. Tagging/Identification of Assets

- 10.1. The solution must have a tagging mechanism for all assets and services.

11. Multi-Factor Authentication (MFA) administrative access control

- 11.1. The solution must secure both portal and API access using multi-factor authentication (MFA) through its native Identity and Access Management (IAM) system.

12. Threat monitoring and Vulnerability assessment

- 12.1. The solution must provide a threat detection service that continuously monitors for potential threats.
- 12.2. The solution must have a service that assesses compute instances for security vulnerabilities and threats.

13. Connectivity

- 13.1. The solution must enable Secure Sockets Layer (SSL) and Transport Layer Security (TLS) protocols to secure data transmission.
- 13.2. The solution must provide a secured REST API for application integration and data exchange for sources internal and external to the solution.

14. Financial Controls

- 14.1. The solution must include financial controls for overall expenditure, and mechanisms to prevent specific elements from being used without permission given by SSC's delegating authority.

Prequalification (Draft for Industry Consultation)

Part A – Mandatory Criteria

The following mandatory criteria must be met.

	Criteria	Information required by Bidders	Scoring Elements
M1	<p>Capacity of the Bidder to sell Commercially Infrastructure-as-a-Service (IaaS) AND Platform-as-a-Service (PaaS)</p> <p>The Bidder must be a Cloud Service Provider (CSP) with Commercially Available Infrastructure-as-a-Service (IaaS) services AND Native* Platform-as-a-Service (PaaS) services.</p> <p><i>* Native PaaS is defined as PaaS supported, managed and operated by the Bidder (first-party PaaS).</i></p>	<p>The Bidder should provide the following information:</p> <ul style="list-style-type: none"> • company name, address and points of contact • documentation listing the Commercially Available IaaS and Native PaaS services of the following: <ol style="list-style-type: none"> 1. services that collectively address each category and subcategories of the following Commercially Available IaaS services: <ol style="list-style-type: none"> a. Category 1 - General or Standard Purpose instances that are configurable to balance the amount of compute, memory, and networking resources based on the requirements of applications and workloads. b. Category 2 - Compute Optimized instances for applications and workloads that require high computing power using high-performance processors. c. Category 3 - Memory Optimized instances for applications and workloads that require fast processing of large data sets in memory. d. Category 4 - Specialized instances for applications and workloads that require specific requirements, including the following sub-categories: <ol style="list-style-type: none"> i. High-Performance Computing (HPC) ii. Enhanced storage capabilities iii. GPU-supported processes iv. Compute Unified Device Architecture (CUDA) environments v. Machine learning-based systems e. Category 5 - Block, Object and Log storage capabilities that are scalable. f. Category 6 - Cold storage for long-term storage of archived data. 	<p>To be compliant, the bidder must demonstrate that they list below is a part of their publicly available product offering. This can be achieved through a hyperlink to each item in the list.</p> <ul style="list-style-type: none"> • A minimum of 50 Commercially Available IaaS services evidenced by their publicly viewable product/service list. This list must include at least 1 service in each category (1a – 1g) • A minimum of 24 Commercially Available PaaS services evidenced by their publicly viewable product/service list. This list must include at least 1 service in each category (2a – 1f) <p>** Note: Any additional services beyond the minimum requirement will not be considered. Not meeting the minimum requirement will result in non-compliance with the criterion.</p>

	Criteria	Information required by Bidders	Scoring Elements
		<ul style="list-style-type: none"> g. Category 7 - High-Performance storage based on Solid-State Drives (SSD) technology. 2. services that collectively address each category of the following Native PaaS services: <ul style="list-style-type: none"> a. Container services b. Developer tools c. Database services d. Network and security services e. Artificial Intelligence (AI)/Machine Learning (ML), Analytics and Big Data services f. Application services 	
M2	<p>Capacity to satisfy Data Residency while data is at rest</p> <p>The Bidder must demonstrate its ability to isolate Canada's data* in Canada <u>while at rest</u>.</p> <p>Canada's data is defined as: <i>Canada's data information or data, including all text, sound, video, or image files, software, and related metadata, regardless of form or format:</i></p> <ul style="list-style-type: none"> a. <i>disclosed by Canada's personnel, clients, partners, joint venture participants, licensors, vendors or suppliers through the use of the Cloud Services;</i> b. <i>disclosed by End Users of the Cloud Services; or</i> c. <i>collected, used, processed by, or stored within the Cloud Services; which is directly or indirectly disclosed to the Contractor or Subcontractors by or on behalf of Canada or through the use of the Cloud Services including any such information or data to which:</i> <ul style="list-style-type: none"> (i) <i>the Contractor or any Subcontractors obtain access, intentionally or inadvertently;</i> (ii) <i>residents on any network, System or Hardware used or managed for Canada by the Contractor for the Cloud Services and Contractor's services, including Contractor Infrastructure.</i> 	<p>The Bidder should provide the following information:</p> <ul style="list-style-type: none"> - a list of data centre facilities located in Canada to be used under the resulting contract. - Documentation on the functionality inherent to the Bidder's Solution that demonstrates that Canada's data remains in Canada <u>while at rest</u>. Information may include descriptions of approaches such as network isolation, firewalls, and access controls. 	<p>To be compliant, the Bidder must demonstrate the following evidence:</p> <ul style="list-style-type: none"> - at least two data centre facilities located in Canada that will be used under the resulting contract. - Functionalities that guarantee Canada's data remain in Canada while at rest are in place.

Part B – Rated Criteria

The following criteria will be rated as per the scoring elements defined in the table.

Maximum total score = 80 points

	Criteria	Information required by Bidders	Scoring Elements
R1	<p>Capacity to satisfy Data Residency requirements while in transit (maximum 20 points)</p> <p>The Bidder should demonstrate its ability to isolate Canada's data* in Canada while in transit.</p> <p>Canada's data is defined as:</p> <p><i>Canada's data information or data, including all text, sound, video, or image files, software, and related metadata, regardless of form or format:</i></p> <ol style="list-style-type: none"> a. <i>disclosed by Canada's personnel, clients, partners, joint venture participants, licensors, vendors or suppliers through the use of the Cloud Services;</i> b. <i>disclosed by End Users of the Cloud Services; or</i> c. <i>collected, used, processed by, or stored within the Cloud Services; which is directly or indirectly disclosed to the Contractor or Subcontractors by or on behalf of Canada or through the use of the Cloud Services including any such information or data to which:</i> <ol style="list-style-type: none"> (iii) <i>the Contractor or any Subcontractors obtain access, intentionally or inadvertently;</i> (iv) <i>residents on any network, System or Hardware used or managed for Canada by the Contractor for the Cloud Services and Contractor's services, including Contractor Infrastructure.</i> 	<p>The Bidder should provide the documentation to demonstrates that Canada's data remains in Canada <u>while in transit</u>.</p> <p>The following evidence should be provided:</p> <ol style="list-style-type: none"> a. the functionality and mechanisms inherent to the Solution to control data in transit and restrict it from leaving Canada b. the Bidder's procedures to control data in transit to restrict data from leaving Canada. 	<p>Points will be allocated as follows:</p> <ol style="list-style-type: none"> a. Solution functionality and mechanisms: evidence of functionality and mechanisms inherent to the Solution to control data in transit and restrict it from leaving Canada (up to 10 points) <ul style="list-style-type: none"> • the evidence is demonstrated = 10 points • the evidence is partly demonstrated = 5 points • the evidence is not demonstrated = 0 points b. Bidder's Procedures: evidence that the Bidder has procedures to control data in transit to restrict data from leaving Canada (up to 10 points) <ul style="list-style-type: none"> • the evidence is demonstrated = 10 points • the evidence is partly demonstrated = 5 points • the evidence is not demonstrated = 0 points.
R2	<p>Capacity of the Bidder's Solution to encrypt data in-motion and at-rest (maximum 10 points)</p> <p>The Bidder should demonstrate that the Solution has the capability to encrypt data in-motion and at-rest.</p>	<p>The Bidder should provide the following information:</p> <ol style="list-style-type: none"> a. a list of mechanisms in place to encrypt data in-motion and at-rest as per Guidance on securely configuring network protocols (ITSP.40.062) 	<p><i>This criterion should have a maximum of 10 points. Canada is seeking feedback on the evidence required for assessment.</i></p>

	Criteria	Information required by Bidders	Scoring Elements
		<p>(www.cyber.gc.ca/en/guidance/guidance-securely-configuring-network-protocols-itsp40062)</p> <p>b. a list of mechanisms in place to encrypt data in motion and at-rest as per Cryptographic algorithms for UNCLASSIFIED, PROTECTED A, and PROTECTED B Information - ITSP.40.111 (www.cyber.gc.ca/en/guidance/cryptographic-algorithms-unclassified-protected-protected-b-information-itsp40111)</p>	
R3	<p>Experience of the Bidder to provide IaaS and Native PaaS services to large organizations (maximum 15 points)</p> <p>The Bidder should demonstrate its experience in providing both IaaS and Native PaaS services to large government organizations or large external private corporations.</p> <p><i>"external" refers to organizations or corporations that are not part of the bidder's own corporate structure or its parent organization.</i></p> <p><i>In this criterion "services" means a specific element of the publicly available catalogue</i></p>	<p>To demonstrate, the Bidder should provide a list of three clients to whom both IaaS and Native PaaS services are currently provided.</p> <p>For each client, the following information should be provided:</p> <ol style="list-style-type: none"> 1) Client business name 2) Duration of services including service start date (month and year) 3) Number of employees of the client 4) Number and list of services consumed since service start date 	<p>Up to 15 points will be allocated using the average of the three clients' total points.</p> <p>Points will be allocated as follows:</p> <p>Duration</p> <ul style="list-style-type: none"> - more than 10 years = 5 points - more than 5 years and less than 10 years = 3 points - less than 5 years: 2 points <p>Number of employees of the client</p> <ul style="list-style-type: none"> - more than 50,000 employees = 5 points - between 30,000 and 49,999 employees = 3 points - fewer than 30,000 employees = 2 points <p>Services consumed</p> <ul style="list-style-type: none"> - more than 200 services = 5 points - between 150 and 199 services = 3 points - fewer than 150 services = 2 points <p>If more than three clients are submitted, only the first three clients listed in the submission will be assessed.</p>
R4	<p>Capacity of the Bidder to satisfy the Security Obligations (maximum 15 points)</p> <p>The Bidder should demonstrate its capacity to satisfy the security requirements detailed in Annex selected in the Canadian Centre for Cyber Security (CCCS) Cloud</p>	<p>The Bidder should provide the following information:</p> <p>A. copies of the following current and valid industry certifications and audit reports:</p> <ol style="list-style-type: none"> 1. ISO/IEC 27001:2013 Information 	<p>Up to 15 points will be allocated as follows:</p> <ul style="list-style-type: none"> - for "A": up to 3 points for each of the three certifications and audit reports listed in A1 to A3 to a maximum of 9 points, as follows: <ul style="list-style-type: none"> • the evidence is demonstrated = 3 points

	Criteria	Information required by Bidders	Scoring Elements
	<p>Medium profile which is based on the PBMM profile from ITSG-33.</p> <p><i>(https://www.canada.ca/en/government/system/digital-government/digital-government-innovations/cloud-services/government-canada-security-control-profile-cloud-based-it-services.html).</i></p> <p><i>Note to Bidders: At this stage of prequalification, compliance with the security requirement is not mandatory. It will be mandatory prior to contract award. This criterion assesses the bidder's capacity to satisfy those.</i></p> <p><i>*CCCS contact information: contact@cyber.gc.ca</i></p>	<p>technology – Security techniques -- Information security management systems – Requirements;</p> <p>2. ISO/IEC 27017:2015 Information technology – Security techniques -- Code of practice for information security controls based on ISO/IEC 2 7002 for cloud services;</p> <p>3. AICPA Service Organization Control (SOC) 2 Type II for the trust principles of security, availability, processing integrity, and confidentiality.</p> <p>For each certification and audit report provided above, include:</p> <ul style="list-style-type: none"> - copies of the certifications and audit reports. - a verification letter or statement from the issuing body confirming the current and valid status of the certification. - the date of issuance and expiration (if applicable). <p>*Only certifications issued by an independent third party qualified under AICPA, CPA Canada, or conforming to the ISO/IEC 17020 quality system standard will be accepted.</p> <p>B. A confirmation by CCCS that a GC CSP IT Security Assessment is underway OR A copy of the summary report as proof confirming that a GC CSP IT Security Assessment was completed by CCCS.</p>	<ul style="list-style-type: none"> • the evidence is not demonstrated = 0 points - for “B”: a maximum of 6 points, as follows: <ul style="list-style-type: none"> • the evidence of a completed assessment is demonstrated = 6 points • The evidence of an assessment underway is demonstrated = 3 points • the evidence is not demonstrated = 0 points
R5	<p>Capacity of the Bidder to provide a hyperscaler level of service (maximum of 20 points)</p> <p>The Bidder should demonstrate its capacity to offer services at a hyperscaler level to Canada</p>	<p>The Bidder should provide the following information for each element listed below:</p> <p>Comparative assessment</p> <ol style="list-style-type: none"> 1. Number of Regions in Canada 2. Number of Regions in the World 3. Number of Data Centres (DC) in Canada 	<p>Up to 20 points will be allocated based on the rank of the final total points.</p> <p>Each element (1 to 12) will individually be assigned points.</p> <p>Comparative assessment of elements</p>

	Criteria	Information required by Bidders	Scoring Elements
	<p>Hyperscaler is defined as a Cloud Service Provider that provides computing architecture to appropriately scale as customers increase system demand. Hyperscaling typically involves seamlessly provisioning and adding compute, memory, networking, and storage resources to a given node or set of nodes that comprise a larger computing, distributed computing, or grid computing environment.</p> <p>Region is defined as multiple data centres located within 100 km of each other within the same defined region.</p>	<p>4. Total Data Centres deployed and in service For elements 1 to 4: The bidder should provide the physical address of each DC associated with the region</p> <p>5. Number of network connections in Canada</p> <p>6. Number of network peering points globally For elements 5 and 6: The bidder should provide the name of the corporations of each network connections and each peering points they are with.</p> <p>7. Bandwidth capacity in gigabits per second in Canada The bidder should provide the gigabits per second.</p> <p>8. Total number of cores deployed in Canada The bidder should provide the number of cores.</p> <p>9. Percentage of available capacity in terms of cores The bidder should provide the data associated with the following calculation: The percentage of available capacity in terms of cores is calculated by $[1 - (\text{number of cores in use in Canada} / \text{number of cores deployed in Canada (item 8)})] * 100$.</p> <p>10. Number and list of third-party security certifications The bidder should provide the list of third-party security certifications</p> <p>Direct scoring</p> <p>11. The bidder has documentation that defines latency and performance metrics between their regions: yes, no</p> <p>12. The bidder offers a Marketplace for 3rd party apps: yes, no</p> <p>For elements 11 and 12: The bidder should provide the hyperlinks</p>	<p>For elements 1 to 10,</p> <p>A. Establishing the ranking : Bidder will be ranked from the highest number to the lowest number. Example, a bidder that has 5 DC, 4 DC, 3 DC</p> <p>B. Allocating the points: points will be allocated based on the Bidder's ranking in each element, from highest to the lowest.</p> <p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> - 3 top-ranking solutions (1 to 3) = 3 points - Next 3 ranking solutions (4 to 6) = 2 points - Following 3 ranking solutions (7 to 9) = 1 point - Remaining ranked solutions (10+) = 0 points <p>Direct scoring of the elements For elements 11 to 12, points will be allocated as follows:</p> <ul style="list-style-type: none"> - Yes = 1 points - No = 0 points <p>Final Total Points:</p> <p>The sum of the 10 ranked scores (1 to 10) of the comparative assessment will be added to the sum of the two direct scoring (11 and 12) to calculate the final total points per Bidder.</p> <p>The final total points will determine the ranking of Bidders, from highest to lowest, and evaluated points will be distributed as follows:</p> <ul style="list-style-type: none"> o 1st ranked bidder = 20 points o 2nd ranked bidder = 16 points o 3rd ranked bidder = 12 points o 4th ranked bidder = 8 points o 5th ranked bidder = 4 points o 6th and above = 0 points

Attachment 3 - Rules of Engagement

Invitation to Refine - Rules of Engagement

The following “rules of engagement” are intended to foster open and collaborative working practices. By participating in the ItR, the Supplier agrees to these rules of engagement.

In general, Invitations to Refine are carried out in multiple waves.

Feedback refers to those ideas provided by suppliers which may result from suggestions, comments and questions provided by suppliers for the purpose of sharing information.

Rules of Engagement

1. The Bidder will actively participate in multiple interactive events (group interactions, 1-on-1, surveys) throughout the “design refinement” process.
2. The Bidder will provide suggestions for improvements and innovative ideas in an open, honest and respectful manner.
3. The Bidder will be open to proposing innovative approaches (“Think Outside the Box”) to solve the Problem(s) by:
 - exploring opposing views;
 - working backwards - focusing on the Problem(s) to find Solution(s);
 - working within defined parameters, e.g., minimum viable requirements.
4. The Bidder agrees to foster fairness and transparency in the ItR process through open communication, information sharing, and by raising uncertainties with the Standing Offer Authority.
5. The Bidder agrees that their ideas may be incorporated into various Solicitation components becoming the property of Canada and may be the object of a resulting public process. Bidders participate and share ideas willingly and agree that their ideas are not subject to any non-disclosure agreement.
6. By actively participating in the ItR process and providing Feedback, the Bidder acknowledges that he/she has had the opportunity to influence the “design” and to raise any fairness or transparency concerns.

Canada’s Commitments

During the ItR Canada commits to:

1. creating a “Feedback-safe” environment by:
 - fostering a climate of trust with open, honest, and respectful communications;
 - encouraging diverse perspectives and opinions in the spirit of exchange and collaboration;
2. setting clear expectations around Feedback by:
 - giving all Bidders equal opportunity to provide Feedback and receive responses;

- giving all Bidders equal access (to the extent that it is possible) to the Technical and Contracting Authorities;
 - leveraging TECHNATION, a vendor association, as a third-party to provide Feedback and or
 - using different response mechanisms (as appropriate): 1-on-1 (face-to-face), group, written (surveys, What-we-Heard reports);
3. act on response mechanisms by:
- communicating to all Bidders information that is material to the design, i.e., “What-we-Heard”;
 - communicating to all Bidders the reason for a decision or change, i.e., “What Canada Thinks About It”;
 - communicating to all Bidders “actions” to be taken as a result of a decision or change, i.e., “What Canada Will Do About It”;
 - offering a “Last Call” for Feedback - before the close of each ItR Wave, Canada will provide Bidders with a Last Call notice, giving Suppliers an opportunity to provide additional feedback within a reasonable time.
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