



Request for Proposal: 100019420

RETURN BIDS TO:

By Email:

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Attention:

Estelle Benoit

REQUEST FOR PROPOSAL

Proposal To: Employment and Social Development Canada

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

Instructions : See Herein

Vendor/Firm Name and address

Title: Security Awareness Solution (SaaS and Professional Services) in support of the Cybersecurity Awareness and Training Team (CATT)	
Solicitation No.: 100019420	Date: May 10 th 2023
File No. – N° de dossier:	
<u>Solicitation Closes</u> At 02 :00 PM / 14 h June 19 th 2023	Time Zone Eastern Daylight Time (EDT)
Address Inquiries to : Estelle Benoit nc-solicitations-gd@hrsdcc.gc.ca	
Destination: See Herein	

Vendor/firm Name and address :	
Facsimile No. :	
Telephone No. :	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print):	
Name:	
Title:	
Signature:	Date:



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

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

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the General Conditions, Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and the Security Requirements Check List (SRCL).

1.2 Summary

1.2.1 The Cybersecurity Awareness and Training Team (CATT) of the Enterprise Operations of Innovation, Information and Technology of Employment and Social Development Canada (ESDC) requires access to a cloud-based Security Awareness Solution that includes a Software as a Service (SaaS) Training e-learning software library, and a phishing simulation engine, where ESDC can create training materials and conduct phishing simulations in-house. It is also meant to access professional services on an “as and when requested” basis, over a period of up to five (5) years, to help ESDC with content development, graphic and interface design, planning, deployment, and updating of a bilingual security awareness training program for all ESDC employees.

1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

2.1.1 Integrity provisions—bid

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [*Ineligibility and Suspension Policy*](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
 - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
 - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [*Declaration form for procurement*](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
 - a. it has read and understands the [*Ineligibility and Suspension Policy*](#);
 - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
 - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [*Declaration form for procurement*](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract



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for default. Pursuant to the Policy, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

2.1.2 Standard instructions, clauses and conditions

Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16), the instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date, and title are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

2.1.3 Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

2.1.4 Submission of bids

1. Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with section 2.1.15.
2. It is the Bidder's responsibility to:
 - a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
 - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
 - c. submit by solicitation closing date and time a complete bid;
 - d. send its bid only to the e-mail address specified on Page 1;
 - e. ensure that the Bidder's name, return address, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,
 - f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
3. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
4. Bids will remain open for acceptance for a period of not less than 90 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
5. Bid documents and supporting information may be submitted in either English or French.
6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the [Access to Information Act](#) (R.S. 1985, c. A-1) and the [Privacy Act](#) (R.S., 1985, c. P-21).



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7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
8. A bid cannot be assigned or transferred in whole or in part.

2.1.5 Late bids

Canada will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 2.1.6.

Late physical bids will be returned, and for bids submitted electronically, the late bids will be deleted.

2.1.6 Delayed bids

1. A bid delivered to the specified address after the solicitation closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.
 - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to Canada are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;that clearly indicates that the bid was sent before the solicitation closing date.
2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by Canada.
3. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

2.1.7 Customs clearance

It is the responsibility of the Bidder to allow sufficient time to obtain Customs clearance, where required, before the bid closing date and time. Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed bid under section 2.1.6.

2.1.8 Legal capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

2.1.9 Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;



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- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

2.1.10 Rejection of bid

1. Canada may reject a bid where any of the following circumstances is present:
 - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
 - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
 - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
 - a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.



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2.1.11 Communications—solicitation period

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.

To ensure consistency and quality of information provided to bidders, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, consult subsection 3 of section 2.1.4.

2.1.12 Price justification

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:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

2.1.13 Bid costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

2.1.14 Conduct of evaluation

1. In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
 - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c. request, before award of any contract, specific information with respect to bidders' legal status;
 - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
 - e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
 - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - g. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.



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2.1.15 Joint venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

2.1.16 Conflict of interest—unfair advantage

1. In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2.1.17 Entire requirement

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.



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2.1.18 Further information

For further information, bidders may contact the Contracting Authority identified in the bid solicitation.

2.1.19 Code of Conduct for Procurement—bid

The [*Code of Conduct for Procurement*](#) provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

2.2 Submission of Bids

Bids must be submitted only to Employment and Social Development Canada (ESDC) by the date, time and place or email address indicated on page 1 of the bid solicitation.

It is the Bidders responsibility to ensure their proposal and all associated documents are received in full and on time. It is advised that Bidders send the proposal in advance of the closing time to ensure confirmation of receipt.

Bidders must ensure e-mails do not exceed 13MB to avoid problems with transmission. For security reasons, any information submitted on a USB key will not be evaluated.

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

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause:

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

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

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

"pension" means a pension or annual allowance paid under the [*Public Service Superannuation Act*](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [*Supplementary Retirement Benefits Act*](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [*Canadian Forces Superannuation Act*](#), R.S., 1985, c. C-17, the [*Defence Services Pension Continuation Act*](#), 1970, c. D-3, the [*Royal Canadian*](#)



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Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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



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

2.6 Improvement of Requirement during Solicitation Period

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

2.7 Bid Challenge and Recourse Mechanisms

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



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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their full company name and address, e-mail address, as well as contact name, and telephone number.

Canada requests that bidders provide their bid in separate files, as follows:

- Section I: Technical Bid, 1 soft copy via e-mail;
- Section II: Financial Bid, 1 soft copy via e-mail;
- Section III: Certifications, 1 soft copy via e-mail.
- Section IV: Additional Information, 1 soft copy via e-mail.

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

Canada requests that Bidders use a numbering system that corresponds to the bid solicitation when preparing their bid.

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

3.1.1 Electronic Payment of Invoices – Bid

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

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

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

3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

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



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Section IV: Additional Information

3.1.3 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

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

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

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



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ATTACHEMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive firm unit price for each deliverable and firm hourly rate for the resource.

The Firm Unit Price is ‘all inclusive’. Charges for expenses that are normally incurred in the provision of services, such as, labour for providing estimates and conducting contract negotiations, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, office supplies, computer hardware and software charges, courier, long-distance telephone charges, travel costs from a personal residence to the work site, local travel costs, and the like are included in the firm unit price and will not be permitted an additional charge under the contract.

Prices of deliverables, if any, are included in the Firm Unit Price and Firm Hourly Rate and all deliverables are FOB Destination, Canadian Customs Duty included if applicable.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor must insert the firm unit price for the subscriptions to a SaaS Solution AND the firm hourly rate for the Solution Product Specialist, per period:

A) Basis of Payment – Subscriptions to SaaS Solution

A1) Initial Period of the Contract

Description	Period	Firm Unit Price
Subscriptions to a SaaS Solution	Initial Period - First Year <i>(From date of contract award)</i>	\$
A1 Total		\$

A2) Option to Extend the Contract

Description	Period	Firm Unit Price
Subscriptions to a SaaS Solution	First Optional Year	\$
Subscriptions to a SaaS Solution	Second Optional Year	\$
Subscriptions to a SaaS Solution	Third Optional Year	\$
Subscriptions to a SaaS Solution	Fourth Optional Year	\$
A2 Total		\$

A3) Total Subscriptions to SaaS Solution Price

A3 Total Subscriptions to SaaS Solution Price <i>(A1 Total + A2 Total)</i>	\$ _____
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B) Basis of Payment – Professional Services

B1) Initial Period of the Contract

Resource Category	Period	Estimated number of hours	Firm Hourly Rate
Solution Product Specialist	Initial Period - First Year <i>(From date of contract award)</i>	<i>On an as and when required basis</i>	\$
B1 Total			\$



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B2) Option to Extend the Contract

Resource Category	Period	Estimated number of hours	Firm Hourly Rate
Solution Product Specialist	First Optional Year	<i>On an as and when required basis</i>	\$
Solution Product Specialist	Second Optional Year	<i>On an as and when required basis</i>	\$
Solution Product Specialist	Third Optional Year	<i>On an as and when required basis</i>	\$
Solution Product Specialist	Fourth Optional Year	<i>On an as and when required basis</i>	\$
		B2 Total	\$

B3) Total Professional Services Price

B3 Total Professional Services Price <i>(B1 Total + B2 Total)</i>	\$ _____
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C) Total Bid Price

C Total Bid Price <i>(A3 Total Subscriptions to SaaS Solution Price x 0.85 + B3 Total Professional Services Price x 0.15)</i>	\$ _____
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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Attachment 1 to Part 4 – Technical Evaluation Criteria.

4.1.1.2 Point Rated Technical Criteria

See Attachment 1 to Part 4 – Technical Evaluation Criteria.

4.1.1.3 Proof of Proposal Criteria

See Attachment 1 to Part 4 – Technical Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria.
The rating is performed on a scale of 24 points.
2. Bids not meeting (a) or (b) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. If two or more responsive bids achieve an identical score (total number of points) and this score is determined to be the Highest Combined Rating of Technical Merit and Price, the bidder who achieved the highest technical merit score will be recommended for contract award.



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

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

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

4.2.2 Basis of Selection – Proof of Proposal Testing For Top Ranked Bid:

Through the Proof of Proposal (PoP) test, Canada will test the solution proposed in the top-ranked bid (identified after the financial evaluation) to confirm both that it will function as described in the bid and that it meets the technical functionality requirements described in the Statement of Work. The PoP test will be done remotely by ESDC by accessing the Bidder’s Solution through the cloud.

After being notified by the Contracting Authority, the Bidder will be requested to provide access within five (5) working days to their site to access the solution for a period of up to ten (10) working days. Canada will then conduct the PoP test. The PoP testing process will have a maximum duration of fifteen (15) working days to be completed unless agreed to by all parties.

The Solution and other components provided for the PoP must be identical to the proposed solution.

The Bidder must provide technical resources to resolve any issues and correct any deficiencies discovered during the PoP testing. The technical resources must be available remotely via telephone and e-mail.

Although testing will be completed by the Client, the Bidder must have at least one technical resource available via telephone and email to resolve any issues and correct any deficiencies discovered during the PoP testing.

If the Bidder is unable to resolve any issues and correct any deficiencies discovered within 3 working days during the PoP testing, will result in the proposed solution being deemed NON COMPLIANT and no further evaluation will be conducted.

Canada will document the results of the PoP test. If Canada determines that the proposed solution does not meet any one of the mandatory or rated requirement that were part of the bid or the bid solicitation, the bid will fail the PoP Test and the bid will be deemed non-compliant.

If at any time during the PoP test, Canada determines that the proposed solution by the Bidder does not meet any one of the mandatory or point-rated criteria of this Request for Proposals, the Bidder’s proposal will fail the PoP test and the proposal will not be given further consideration. As a result of this assessment, the Bidder/bid will no



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longer be compliant, the Proof of Proposal (PoP) test process with the Bidder will end and the proposal will receive no further consideration. Then, the next top-ranked compliant Bidder will be selected for the PoP test. This process will be repeated until there is a successful PoP test.

In connection with the PoP testing, the Bidder grants to Canada a limited license to use the Bidder's proposed software solution (if applicable) for testing and evaluation purposes.



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ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

MANDATORY AND POINT RATED EVALUATION CRITERIA

In terms of supporting information to demonstrate compliance, the Bidder must provide the following information for each Contract/Project identified for each of the mandatory and point-rated technical criteria:

- a) The name of the client organization;
- b) The project name under which the Solution or services were provided (if applicable);
- c) The Project Authority’s full name, title, email address and telephone number;
- d) The Contract/Project number or reference number if applicable;
- e) The start and end date of the Initial Contract/Project Period (Format YYYY-MM-DD); and
- h) Description of the Solution and services provided.

1.1 MANDATORY REQUIREMENTS

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

MTC#	Mandatory Technical Criteria (MTC)	Met / Not Met	Bidder’s Response (Reference to Substantiating Materials included in Bid)
MTC1	The Bidder must demonstrate that the proposed Solution has been provided to a minimum of one commercial client as a cloud-based Software as a Service and that this service has bilingual (English and French) technical and project management support by subject matter experts for a minimum of one (1) year period in the last five (5) years from the bid solicitation closing date.		
MTC2	The Bidder must demonstrate that the proposed Solution has been provided with a bilingual (Canadian French and English) course library that provides training for security and cybersecurity, for a minimum of one (1) year period in the last five (5) years from the bid solicitation closing date, that at a minimum includes: 1) Web Phishing; 2) Vishing; 3) Business email compromise; 4) Phishing – Ransomware; 5) Email Impersonation; and , 6) Smishing.		
MTC3	The Bidder must demonstrate that that the proposed Solution has been provided with a bilingual (Canadian French and English) administrative phishing simulation platform and simulation templates that must include reporting and metrics on results for a minimum of one (1) year period in the last five (5) years from the bid solicitation closing date.		
MTC4	The Bidder must demonstrate that the proposed Solution has been provided with functionality with no additional customization, for a minimum of one (1) year period in the		



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MTC#	Mandatory Technical Criteria (MTC)	Met / Not Met	Bidder's Response (Reference to Substantiating Materials included in Bid)
	<p>last five (5) years from the bid solicitation closing date, which includes at a minimum:</p> <ul style="list-style-type: none"> a) an on-the-fly live phishing dashboard; b) gamified learning content as part of its functionality; c) a learning management solution (LMS); d) all course content in bilingual format (both translated and narrated specifically in Canadian French and English; and, e) all of the available courseware that is part of the Solution, including the navigation, provided the user with the same user experience (i.e., common look and feel). 		
MTC5	<p>The Bidder must demonstrate that the proposed Solution has been provided with the functionality that allows a client to undertake the activities listed below, for a minimum of one (1) year period in the last five (5) years from the bid solicitation closing date, which includes at a minimum:</p> <ul style="list-style-type: none"> a) a customized courseware to target different professional groups; b) customized user and administrative portals in both Canadian French and English; c) allowing users with granular administrative permissions to access both training and phishing simulation administrative portal and report; and, d) a solution integrated by a client with Active Directory to enable single sign-on (SSO). 		
MTC6	<p>The Bidder must demonstrate that that the proposed Solution has been provided with complete data residency in Canada utilizing Canadian-only hosting services to store data for a minimum of one (1) year in the last five (5) years from the bid solicitation closing date.</p>		



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1.2 POINT-RATED CRITERIA REQUIREMENTS

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. Each point rated technical criterion should be addressed separately.

RTC#	Rated Technical Criteria (RTC)	Maximum Points	Bidder's Response (Reference to Substantiating Materials included in Bid)
RTC1	The Bidder should have experience providing Canadian clients with virtual day long workshops on the Solution to help clients create and conduct annual security awareness programs and strategies using the proposed Solution in the last five (5) years from the bid solicitation closing date. Each of these workshops must be a minimum of one day in duration.	6 points Points Allocation: 1 point for each Workshop that matches the criteria up to a maximum of six (6) points.	
RTC2	The Bidder should have experience providing clients with bilingual professional services to help clients with content creation using the proposed Solution as part of a one (1) year contract in the last five (5) years from the bid solicitation closing date.	6 points Points Allocation: 1 point for each Contract that matches the criteria up to a maximum of six (6) points.	
RTC3	The Bidder should have experience providing clients with bilingual professional services to help clients with graphic and interface design using the proposed Solution as part of a one (1) year contract in the last five (5) years from the bid solicitation closing date.	6 points Points Allocation: 1 point for each Contract that matches the criteria up to a maximum of six (6) points.	
RTC4	The Bidder should have experience providing clients with bilingual professional services to help clients with planning and deployment of the proposed Solution as part of a one (1) year contract in the last five (5) years from the bid solicitation closing date.	6 points Points Allocation: 1 point for each Contract that matches the criteria up to a maximum of six (6) points.	
Maximum Points:			24



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1.3 Proof of Proposal Criteria

The bid must meet the Proof of Proposal criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement. Bids which fail to meet the Proof of Proposal Criteria will be declared non-responsive. The Proof of Proposal Criteria will be addressed separately, once the top ranked bid has been identified and contacted by the Contracting Authority.

PoPC#	Proof of Proposal Criteria (PoPC)	Met / Not Met
PoPC1	The Bidder must demonstrate, through the PoP test, that the proposed Solution will function as described in the bid and that it meets the technical functionality requirements described in the Statement of Work.	



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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Security Requirements – Required Documentation

In accordance with the requirements of the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Bidder must provide a completed Contract Security Program [Application for Registration \(AFR\)](#) form to be given further consideration in the procurement process.

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



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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

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



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PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

The General Conditions – ESDC (2022-04-07) at Annex "A", apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4006](#) (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirements

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

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS) and obtain approved Document Safeguarding Capability at the level of PROTECTED A, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC.
3. The Contractor personnel requiring access to PROTECTED information, and assets, or sensitive site(s) with a Privileged User Account must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.
4. The Contractor MUST NOT utilize its facilities to process, produce, or store PROTECTED information or assets until the CSP, PWGSC has issued written approval.
5. The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of PROTECTED A.
6. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CSP/PWGSC.
7. The Contractor must comply with the provisions of the:
 - a. Security Requirements Check List and Information Technology (IT) Related Security Requirements, attached at Annex E;



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- b. Contract Security Manual (Latest Edition); and,
- c. CSP website: Security requirements for contracting with the Government of Canada, located at www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html.

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

NOTE: Any Contractor, or third party delivering Cloud-Based Solutions must be approved by Canada. Contractors must comply with the security requirements in the GC Security Control Profile for Cloud-Based GC IT Services for Protected A, Low Integrity and Low Availability (PALL), for the scope of the proposed Software as a Service (SaaS) provided. Prior to contract award, the contractor must provide evidence, and confirmation to Canada of a Cloud Solution assessment using the Canadian Centre for Cyber Security (CCCS) - IT Assessment & Supply Chain Integrity (SCI) Assessment (ITSM.50.100) methodologies (<https://cyber.gc.ca/en/guidance/cloud-service-provider-information-technology-security-assessment-process-itsm50100>) and the Treasury Board of Canada Secretariat defined security guardrails for cloud, performed by the Client Department, or CCCS.

Furthermore, the Client Department IT Security Authority must perform a local IT assessment against the required controls, Guardrails, and cloud security profiles as determined by CCCS. Suppliers must provide the required information to the IT Security Authority upon request. For more information, guidance, and training on how to conduct this local IT assessment contact CCCS at contact@cyber.gc.ca.

Only the resources listed below can carry out the work under this contract: (list to be included at contract award date).

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

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

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

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

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract for a period of two (2) years.

7.4.2 Period of the Contract

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



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Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is: *(To be determined at contract award)*

Name: _____
Title: _____
Employment and Social Development Canada
Directorate: _____
Address: _____
Telephone: ____-____-_____
E-mail 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.

7.5.2 Project Authority

The Project Authority for the Contract is: *(To be determined at contract award)*

Name: _____
Title: _____
Employment and Social Development Canada
Address: _____
Telephone: ____-____-_____
E-mail address: _____

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

7.5.3 Contractor's Representative

The Contractor's Representative for the Contract is: *(To be determined at contract award)*

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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



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7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 Subscriptions to SaaS Solution

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex C for a cost of \$ _____ (*To be determined at contract award*). Customs duties are included and Applicable Taxes are extra.

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

7.7.1.2 Professional Services

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource Category	Period	Estimated number of hours	Firm Hourly Rate
Solution Product Specialist	Initial Period - First Year (From date of contract award)	On an as and when required basis	\$(TBD)

Total Estimated Cost: \$ _____ (*To be determined at contract award*)

Option to Extend the Contract

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

Resource Category	Period	Estimated number of hours	Firm Hourly Rate
Solution Product Specialist	First Optional Year	On an as and when required basis	\$(TBD)
Solution Product Specialist	Second Optional Year	On an as and when required basis	\$(TBD)
Solution Product Specialist	Third Optional Year	On an as and when required basis	\$(TBD)
Solution Product Specialist	Fourth Optional Year	On an as and when required basis	\$(TBD)

7.7.2 Limitation of Expenditure

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



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- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.7.3 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

No invoice will be necessary for the months where no work will have been performed AND accepted by Canada

7.7.4 Electronic Payment of Invoices – Contract

The Government of Canada is switching from cheques to direct deposit as primary payment method, an electronic transfer of funds deposited directly into your bank account. Direct deposit is faster, more convenient and more secure. Enroll for direct deposit or update the banking information you already have on file by sending your completed [Direct Deposit Enrollment Form](#) at the following email address: nc-cfob-dgapf-fournis-vendors-gd@hrsdc-rhdcc.gc.ca.

7.8 Invoicing Instructions

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

7.9 Certifications and Additional Information

7.9.1 Compliance

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

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions [4006](#) (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) Annex A, ESDC - General Conditions (2022-04-07);
- (d) Annex B, Statement of Work;



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- (e) Annex C, Basis of Payment;
- (f) Annex D, Electronic Payment Instruments,
- (g) Annex E, Security Requirements Check List; and,
- (h) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*", as clarified on _____ " **or** ", as amended on _____" *and insert date(s) of clarification(s) or amendment(s)*).

7.12 Foreign Nationals (Canadian Contractor **OR Foreign Contractor) (*To be determined at contract award*)**

(Clause to be inserted if Canadian Contractor is selected – A2000C)

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration 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.

OR

(Clause to be inserted if Foreign Contractor is selected above – A2001C)

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract 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. It does not release the Contractor from or reduce its liability under the Contract.

7.14 Environmental Considerations

As part of the Greening Government Strategy (GGS), the Government of Canada is committed to aid the transition to a net-zero, circular economy through green procurement that includes life-cycle assessment principles and the adoption of clean technologies and green products and services. To align with departmental efforts to reduce Canada's carbon footprint, when applicable, the Contractor should undertake the following measures to improve environmental performance and support the transition to a low-carbon economy:

- a. Provide and transmit draft reports, final reports, other documents and bids in electronic format. Should printed material be required, double-sided printing in black and white format is the default.
- b. Provide printed material on a minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- c. Recycle unneeded printed documents (in accordance with Security Requirements).
- d. Use video and/or teleconferencing where possible to cut down unnecessary travel.
- e. Use of public/green transit where feasible.
- f. Use of Properties with Environmental Ratings, including accommodations while travelling.



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- g. Take actions to reduce the amount of fuel consumed by its vehicles. This can include such provisions as promoting good driving behaviour (eg - anti-idling, speed, car-sharing initiatives, green driving habits, etc) and purchasing fuel efficient and hybrid vehicles.
- h. Select and operate IT and office equipment in a manner that reduces energy consumption and material usage.
- i. Use and/or provide consumables that minimize environmental impacts through reduce, recycle, reuse and elimination of packaging.

7.15 Dispute Resolution

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



ANNEX "A"

ESDC - GENERAL CONDITIONS (2022-04-07)

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01 Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Employment and Social Development Canada (ESDC) and any other person duly authorized to act on behalf of that minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

02 Standard clauses and conditions

Pursuant to the [Department of Public Works and Government Services Act](#), S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.



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03 Powers of Canada

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

04 Status of the Contractor

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

05 Conduct of the Work

1. The Contractor represents and warrants that:
 - a. it is competent to perform the Work;
 - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
 - a. perform the Work diligently and efficiently;
 - b. except for Government Property, supply everything necessary to perform the Work;
 - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d. select and employ a sufficient number of qualified people;
 - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
 - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.
4. All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to Canada.
5. Canada's facilities, equipment and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to Canada's facilities, equipment or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
6. Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to section 28, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
7. The Contractor must provide all reports that are required by the Contract and any other information that Canada may reasonably require from time to time.



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8. The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

06 Subcontracts

1. Except as provided in subsection 2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - a. purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - b. subcontract any portion of the Work as is customary in the carrying out of similar contracts; and
 - c. permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a) and (b).
3. In any subcontract other than a subcontract referred to in paragraph 2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.
4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

07 Specifications

1. All Specifications provided by Canada or on behalf of Canada to the Contractor in connection with the Contract belong to Canada and must be used by the Contractor only for the purpose of performing the Work.
2. If the Contract provides that Specifications furnished by the Contractor must be approved by Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

08 Replacement of specific individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.



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3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

09 Time of the essence

It is essential that the Work be performed within or at the time stated in the Contract.

10 Excusable delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
 - a. is beyond the reasonable control of the Contractor,
 - b. could not reasonably have been foreseen,
 - c. could not reasonably have been prevented by means reasonably available to the Contractor, and
 - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
 - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - b. the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.



11 Inspection and acceptance of the Work

1. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
2. The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
3. The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada. The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.

12 Invoice submission

1. Invoices must be submitted, in the Contractor's name, to the Project or Technical Authority identified in the contract. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client, item or reference numbers, deliverable/description of the Work, contract number and financial code(s);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

13 Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary



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taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency
Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

14 Transportation costs

If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

15 Transportation carriers' liability

The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

16 Payment period

1. Canada's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 17.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

17 Interest on overdue accounts

1. For the purpose of this section:

"Average Rate" means 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 calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;



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an amount becomes **"overdue"** when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate 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. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

18 Compliance with applicable laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

19 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

20 Copyright

In this section, **"Material"** means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Canada and in which copyright subsists. "Material" does not include anything created by the Contractor before the date of the Contract.

Copyright in the Material belongs to Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Canada may require.



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The Contractor must provide at the request of Canada a written permanent waiver of moral rights, in a form acceptable to Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

21 Translation of documentation

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada under section 20. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

22 Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under the Contract. The Contractor must not disclose any such information without the written permission of Canada. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential and that it will be used only to perform the subcontract.
2. The Contractor agrees to use any information provided to the Contractor by or on behalf of Canada only for the purpose of the Contract. The Contractor acknowledges that all this information remains the property of Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Canada may require.
3. Subject to the [Access to Information Act](#), R.S., 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.
4. The obligations of the Parties set out in this section do not apply to any information if the information:
 - a. is publicly available from a source other than the other Party; or
 - b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - c. is developed by a Party without use of the information of the other Party.
5. Wherever possible, the Contractor must mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Employment and Social Development Canada (ESDC) Contract No. (fill in Contract Number)". Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
6. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, PROTECTED, COSMIC TOP SECRET, NATO SECRET, NATO CONFIDENTIAL, or NATO RESTRICTED by Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the *PWGSC Contract Security Manual* and its supplements and any other instructions issued by Canada.
7. If the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, PROTECTED, COSMIC TOP SECRET, NATO SECRET, NATO



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CONFIDENTIAL, or NATO RESTRICTED by Canada, representatives of Canada are entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

23 Government Property

1. All Government Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.
2. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
3. All Government Property, unless it is installed or incorporated in the Work, must be returned to Canada on demand. All scrap and all waste materials, articles or things that are Government Property must, unless provided otherwise in the Contract, remain the property of Canada and must be disposed of only as directed by Canada.
4. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

24 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

25 Intellectual property infringement and royalties

1. The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
2. If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [Department of Justice Act](#), R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
3. The Contractor has no obligation regarding claims that were only made because:
 - a. Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
 - b. Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications or other documentation); or



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- c. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
 - d. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
4. If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - a. take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
 - b. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - c. take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

26 Amendment and waivers

1. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
2. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with subsection 1.
3. A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
4. The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

27 Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.



28 Suspension of the Work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section 29 or section 30.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

29 Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
 - a. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - b. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.



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The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

5. Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.
6. If the Contract is terminated for default under subsection 1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under subsection 1 of section 30.

30 Termination for convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor agrees that it will only be paid the following amounts:
 - a. on the basis of the Contract Price, for any part of the Work completed that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - b. the Cost incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

31 Accounts and audit

1. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
2. If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.



3. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
4. The amount claimed under the contract, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

32 Right of set-off

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

33 Notice

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

34 Conflict of interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of Interest Act](#), 2006, c. 9, s. 2, the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Service* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

35 No bribe or conflict

1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting



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Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

36 Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

37 Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

38 Successors and assigns

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

39 Contingency fees

The Contractor certifies that it has not directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#), 1985, c. 44 (4th Supplement).

40 International sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to [economic sanctions](#).
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 30.

41 Integrity provisions—contract

The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

42 Harassment in the workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.



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2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

43 Entire agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

44 Access to information

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

45 Code of Conduct for Procurement—Contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.



ANNEX B

STATEMENT OF WORK

1. TITLE

Security Awareness Solution (SaaS and Professional Services) in support of the Cybersecurity Awareness and Training Team (CATT)

2. SCOPE

2.1 Introduction

The Cybersecurity Awareness and Training Team (CATT) of the Enterprise Operations of Innovation, Information and Technology of Employment and Social Development Canada requires assistance in the development of a bilingual security awareness training program for its employees. The security awareness training program would need to be based on a bilingual e-learning platform with specialized functionality such as content and phishing simulations that target and help change user behaviour and would include the provision of a cloud-based Software as a Service (SaaS) Solution and professional services on an “as and when requested” basis to help with content development, graphic and interface design; and planning and deployment of the program.

2.2 Objectives of the Requirement

The objective of this requirement is to a Security Awareness Solution that supports security awareness training and phishing testing through a SaaS cloud based bilingual e-learning platform. The Solution should provide an engaging and interactive positive employee experience with up-to date content that is refreshed regularly along with full account management and service desk support. The solution must have bilingual (Canadian French/English) modules that will enable ESDC to develop, implement and track the training and phishing metrics for all employees.

2.3 Background, Assumptions and Specific Scope of the Requirement

This requirement is for access to a cloud-based Security Awareness Solution that includes a SaaS Training e-learning software library, and a phishing simulation engine, where ESDC can create training materials and conduct phishing simulations in-house. It is also meant to access professional services on an “as and when requested” basis, to help ESDC with content development, graphic and interface design, planning, deployment, and updating of a bilingual security awareness training program for all ESDC employees. This requirement is part of a larger strategy on the part of ESDC to address the urgent need for cybersecurity awareness trainings and phishing testing on the part of ESDC employees. This training is critical because ESDC needs to train its staff on methods of detecting and preventing ongoing cyber-based attacks on Employment and Social Development Canada (ESDC) programs. ESDC has been experiencing and continues to experience ongoing and persistent cyber threats against its Internet-facing business systems. The type and sophistication of these attacks is constantly improving. One of the best defenses for the Department is to train its staff, and to have access to the phishing simulation engine to measure employees’ ability to identify and report various types of social-engineering threats.

3. REQUIREMENTS

3.1 Tasks, Deliverables, Milestones and Schedule

a) Security Awareness Solution: Bilingual e-learning platform cloud-based SaaS Solution:

- 1) Training must be hosted in the cloud environment, delivered through a Software as a Service (SaaS) Solution, available to an estimated number of up to five (5) administrator users;



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- 2) Software as a Service (SaaS) Solution must have basic customization options where ESDC logo can be inserted and contain specific ESDC branding;
 - 3) Content must be engaging, interactive, adaptive based on user's knowledge and include testing and scoring for each course;
 - 4) Each course shall include testing and then a certificate upon completion of the course with a satisfactory score;
 - 5) Reporting features shall include key areas such as the ability to see who viewed each specific course, whether they completed the course or not, their scores and how many attempts it took them to complete the course with a passing grade;
 - 6) Include a course library that provides training for security and cybersecurity that at a minimum includes:
 - a. Web Phishing;
 - b. Vishing;
 - c. Business email compromise;
 - d. Phishing – Ransomware;
 - e. Email Impersonation; **and**,
 - f. Smishing.
 - 7) Include a bilingual (English and French) administrative phishing simulation platform and simulation templates that include reporting and metrics on results;
 - 8) Include with no additional customization, an on-the-fly live phishing statistics dashboard;
 - 9) Provide gamified learning content as part of its functionality;
 - 10) Ensure complete data residency in Canada utilizing Canadian-only hosting services to store data;
 - 11) Provide, with no additional customization, all course content in bilingual format (both translated and narrated specifically in French Canadian);
 - 12) Provide the functionality to allow ESDC with granular administrative permissions to access both training and phishing simulation administrative portal and reports;
 - 13) Provide ESDC with the ability to customize courseware to target different professional groups;
 - 14) Provide the ability for ESDC to be able to customize user and administrative portals in both official languages;
 - 15) Include a learning management solution (LMS) that includes all available courseware that is part of the Solution with a consistent user experience (i.e., common look and feel);
 - 16) Includes full accessibility compliance (WCAG 2.0 or better); **and**,
 - 17) Integrates with Active Directory to enable single sign-on (SSO).
- b) Bilingual Professional Services:** On an "as and when requested" basis, the Contractor will undertake tasks related to:
- Pre-launch support;
 - Account Management / Managed service (Create, delete, or modify user accounts, templates etc.);
 - Analyzing ESDC's needs and objectives for a cyber security awareness program;
 - Assisting ESDC resources with the content creation for the Program;
 - Assisting ESDC resources with the graphic and interface design for the training activities;
 - Helping to plan and deploy the program;
 - Providing assistance with the measurement of the performance of the program and the optimization of the various campaigns as required;
 - Assisting ESDC to create corporate baseline assessments over time to determine and adjust the effectiveness of the program;
 - Helping ESDC to develop risk-based training examples that are targeted at various parts of ESDC resources and functions;
 - Deploying phishing simulations and quizzes for the program;
 - Customizing of the training materials associated with the Program; **and**,
 - Providing bilingual (English and French) technical and project management support by subject matter experts.



3.2 Specifications and Standards

The Contractor must comply with the current TBS *Policy on Government Security, Security of Information Act, Security of Canada Information Sharing Act, Policy on Information Management and Policy on Management of Information Technology*. Further, the Solution and the work associated with the Solution must be fully accessible (WCAG 2.0 or better).

3.3 Technical, Operational and Organizational Environment

All work will be measured against the standards identified in 3.2.

3.4 Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.

3.5 Reporting Requirements

Once a professional service project or task has been assigned, the Contractor will provide by the end of each two-week period to the Project Authority a weekly electronic status report outlining what has been accomplished during the period, what steps are planned for the next week and outlining any issues that the Contractor needs to raise to the Project Authority's attention for information or action purposes.

3.6 Project Management Control Procedures

The Project Authority shall ensure that the Contract will be brought in on time, on budget and of an acceptable quality. The Contractor must attend Progress Meetings as required and identify any issues to the Project Authority that will have an impact on the timeline, budget or quality.

4.0 OTHER TERMS AND CONDITIONS OF THE SOW

4.1 Canada's Obligations

The Project Authority will ensure that the Contractor has:

- access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.;
- access to a staff member who will be available to coordinate activities;
- provide comments on draft reports within five (5) working days; and,
- provide other assistance or support.

4.2 Contractor's Obligations

In addition to the obligations outlined in Section 3 of this Statement of Work, the Contractor shall:

- keep all documents and proprietary information confidential;
- submit all written reports in hard copy and electronic Microsoft Office Word format;
- attend meeting with stakeholders, if necessary; and,
- participate in teleconferences and virtual meetings, as needed.

4.3 Location of Work, Work Site and Delivery Point

The work is expected to be conducted at the Contractor's site.



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4.4 Language of Work

English and French.

4.5 Travel and Living

No travel is expected as part of this work.



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ANNEX C

BASIS OF PAYMENT

Basis of Payment – Subscriptions to SaaS Solution

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below for a cost of \$ _____ *(To be determined at contract award)*. Customs duties are included and Applicable Taxes are extra.

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

Description	Period	Firm Unit Price
Subscriptions to SaaS Solution	Initial Period - First Year <i>(From date of contract award)</i>	\$ <i>(TBD)</i>
	Taxes	\$ <i>(TBD)</i>
	Total	\$ <i>(TBD)</i>

Option to Extend the Contract

Description	Period	Firm Unit Price
Subscriptions to SaaS Solution	First Optional Year	\$ <i>(TBD)</i>
Subscriptions to SaaS Solution	Second Optional Year	\$ <i>(TBD)</i>
Subscriptions to SaaS Solution	Third Optional Year	\$ <i>(TBD)</i>
Subscriptions to SaaS Solution	Fourth Optional Year	\$ <i>(TBD)</i>
	Taxes	\$ <i>(TBD)</i>
	Total	\$ <i>(TBD)</i>

Basis of Payment – Professional Services

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

Resource Category	Period	Estimated number of hours	Firm Hourly Rate
Solution Product Specialist	Initial Period - First Year <i>(From date of contract award)</i>	<i>On an as and when required basis</i>	\$ <i>(TBD)</i>
		Taxes	\$ <i>(TBD)</i>
		Total	\$ <i>(TBD)</i>

Total Maximum Cost: \$ _____ *(To be determined at contract award)*



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Option to Extend the Contract

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

Resource Category	Period	Estimated number of hours	Firm Hourly Rate
Solution Product Specialist	First Optional Year	<i>On an as and when required basis</i>	\$ (TBD)
Solution Product Specialist	Second Optional Year	<i>On an as and when required basis</i>	\$ (TBD)
Solution Product Specialist	Third Optional Year	<i>On an as and when required basis</i>	\$ (TBD)
Solution Product Specialist	Fourth Optional Year	<i>On an as and when required basis</i>	\$ (TBD)
		Taxes	\$ (TBD)
		Total	\$ (TBD)

Total Estimated Cost: \$ _____ *(To be determined at contract award)*



ANNEX D

ELECTRONIC PAYMENT INSTRUMENTS

Canada requests that Bidders complete option 1 or 2 below:

1. Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

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

2. Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

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



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ANNEX E

SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

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Security Classification / Classification de sécurité Unclassified

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

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

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Unclassified





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PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : Privileged Users require Secret. See Classification Guide.

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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



APPENDICE A TO ANNEX E INFORMATION TECHNOLOGY (IT) RELATED SECURITY REQUIREMENTS

1) General

a) Purpose

The purpose of this Schedule is to set forth the obligations of the Contractor relating to the proper management of Canada's Data, including protection from unauthorized modification, access or exfiltration, in accordance with the Agreement, this Schedule, and the Contractor's Security Measures (collectively, the "Security Obligations").

b) Flow-Down of Security Obligations

The obligations of the Contractor contained in these Security Obligations must be flowed down by the Contractor to any Sub-processors and/or Subcontractors to the extent applicable.

c) Change Management

The Contractor must, throughout the Contract, take all steps required to update and maintain the Security Requirements as needed to comply with the security best practices and industry standards as set forth in this Schedule. The Contractor must advise Canada of all changes that materially degrades or may have an adverse affect to the Cloud Services offerings in this Contract, including technological, administrative or other types of changes or improvements. The Contractor agrees to offer all improvements it is offering to its customers at large as part of its standard service offering at no additional cost to Canada.

2) Acknowledgments

The parties acknowledge that:

- (1) Canada's Data is subject to these Security Obligations.
- (2) Notwithstanding any other provision of this Schedule, the parties have shared responsibility for developing and maintaining policies, procedures and security controls relating to Canada's Data.
- (3) The Contractor must not have or attempt to gain custody of Canada's Data, nor permit any Cloud Services Personnel to access Canada's Data prior to the implementation of the Security Requirements as required under this Schedule on or before Contract Award.
- (4) Security Obligations apply to Tier 1 (up to and including Protected A / Low Integrity, Low Availability or Low Injury), unless otherwise specified.

3) Securing Canada's Data

- a) The Contractor must protect Canada's Data from unauthorized access, modification, or exfiltration. This includes implementing and maintaining appropriate technical and organizational security measures including information security policies, procedures, and security controls to preserve the confidentiality, integrity, and availability of Canada's Data.

4) Third-Party Assurance: Certifications and Reports

- a) The Contractor must ensure that Canada's Data, Contractor Infrastructure (including any Infrastructure as a Service (IaaS), Platform as a Service (PaaS) or Software as a Service (SaaS) provided to Canada) and Service Locations are secured with appropriate security measures that comply with the requirements set forth the Contractor's security practices and policies.



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- b) The Contractor must demonstrate that the measures comply with the requirements set forth in the following certifications and audit reports by providing independent third-party assessment reports or certifications that addresses each service layer (e.g. IaaS, PaaS, SaaS) within the Cloud Service offering, including:
 - i) ISO/IEC 27001:2013 Information technology -- Security techniques -- Information security management systems – Certification achieved by an accredited certification body; OR
 - ii) AICPA Service Organization Control (SOC) 2 Type II Audit Report 2 Type II for the trust principles of security, availability, processing integrity, and confidentiality - issued by an independent Certified Public Accountant; AND
 - iii) Self-Assessment to Cloud Security Alliance (CSA) Cloud Controls
- c) Each certification or audit report provided must: (i) identify the legal business name of the Contractor or applicable Sub-processor; (ii) identify the Contractor's or Subprocessor's certification date and the status of that certification; (iii) identify the services included within the scope of the certification report. If the carved out method is used to exclude subservice organizations such as data centre hosting, the subservice organization's assessment report must be included.
- d) Each audit will result in the generation of an audit report which must be made available to Canada. Certifications must be accompanied by supporting evidence such as the ISO assessment report developed to validate compliance to the ISO certification and must clearly disclose any material findings by the auditor. The Contractor must promptly remediate issues raised in any audit report to the satisfaction of the auditor.
- e) Each SOC 2 Type II audit report must have been performed within the 12 months prior to the start of the contract. A bridge letter may be provided to demonstrate that the Contractor is in process of renewal where there is a gap between the service organization's report date and the user organization's year-end (i.e., calendar or fiscal year-end).
- f) The Contractor is expected to maintain its certification of ISO 27001, ISO 27017, and SOC 2 Type II for the duration of the contract. The Contractor must provide, at least annually, and promptly upon the request of Canada, all reports or records that may be reasonably required to demonstrate that the Contractor's certifications are current and maintained.

5) Service Level Agreements

- a) The Cloud Service Provider's Service Level Commitments must provide Government of Canada support for their Cloud Services. Support must include, at the minimum, any published and Commercially Available support (i.e. warranty, maintenance and support services) typically provided to customers who provision the Cloud Service Provider's Commercially Available Public Cloud Services.

6) Notifications

The Cloud Service Provider must provide:

- a) Notification of any interruption that is expected to impact service availability and performance, as agreed to by the parties and included in the Statement of Requirements (SOR) and/or Service Level Agreements (SLAs);
- b) Regular updates on the status of returning the services to an operating state according to the agreed upon SLAs and system availability requirements, both as advance alerts and post-implementation alerts;



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- c) Notification for services that will be discontinued and that has an impact on customer Services;
- d) Information system security alerts, advisories, and directives for vulnerabilities that pose a threat to the Cloud Services.

7) Data Disposition and Returning Records to Canada

- a) The Contractor must securely dispose or reuse resources (e.g. equipment, data storage, files, and memory) that contain Canada's Data and ensure that previously stored data cannot be addressed by others customers after it is released. This includes all copies of Canada's Data that are made through replication for high availability and disaster recovery. The Contractor's disposal or reuse of resources must be aligned with one of the following:
 - (1) National Industrial Security Program Operating Manual (DoD 5220.22-M6);
 - (2) Guidelines for Media Sanitization (NIST SP 800-88); or
 - (3) Clearing and Declassifying Electronic Data Storage Devices (CSE ITSG-06). Upon request of Canada, the Contractor must provide a document that describes the Contractor's process for disposal or reuse of resources.
- b) The Contractor must provide Canada with confirmation that demonstrates successful erasing, purging or destruction of all resources, as appropriate, and an ability to prevent re-instantiation of any removed or destroyed system, capability (software or process), data, or information instances once Canada discontinues its use of the Cloud Services.

8) Identity and Access Management

- a) The Contractor must have the ability for Canada to support secure access to Cloud Services including ability to configure:
 - i) multi-factor authentication in accordance with CSE's ITSP.30.031 V2 (or subsequent versions) (<https://www.cse-cst.gc.ca/en/node/1842/html/26717>) using Government of Canada approved credentials;
 - ii) Role-based access;
 - iii) Access controls on objects in storage; and
 - iv) Granular authorization policies to allow or limit access.
- b) The Contractor must have the ability to establish organization-wide defaults to manage tenant-wide policies.

9) Privileged Access Management

- a) The Contractor must:
 - i) Manage and monitor privileged access to the Cloud Services to ensure that all service interfaces within a multi-tenant environment are protected from unauthorized access, including those that are used to host GC services;
 - ii) Restrict and minimize access to the Cloud Services and Canada's Data to only authorized devices and End Users with an explicit need to have access;
 - iii) Enforce and audit authorizations for access to the Cloud Services and Canada's Data;
 - iv) Constrain all access to service interfaces that host Canada's Data to uniquely identified, authenticated and authorized End Users, devices, and processes (or services);



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- v) Implement password policies to protect credentials from compromise by either online or off-line attacks and to detect these attacks by logging and monitoring events such as (i) successful use of credentials, (ii) unusual use of credential, and (iii) access to and exfiltration from the password database, in accordance with CSE's ITSP.30.031 V3 (or subsequent versions)
(<https://cyber.gc.ca/en/guidance/userauthentication-guidance-information-technology-systems-itsp30031-v3>);
 - vi) Implement multi-factor authentication mechanisms to authenticate End Users with privileged access, in accordance with CSE's ITSP.30.031 V3 (or subsequent versions)
(<https://cyber.gc.ca/en/guidance/user-authentication-guidance-informationtechnology-systems-itsp30031-v3>);
 - vii) Implement role-based access control mechanisms to assign privileges which form the basis to enforce access to Canada's Data;
 - viii) Define and implement separation of duties to achieve, at a minimum, separation of service management and administration roles from information system support roles, development roles from operational roles, and access management roles from other operational roles;
 - ix) Adhere to the principles of least privilege and need-to-know when granting access to the Cloud Services and Canada's Data;
 - x) Use security-hardened endpoints (e.g. computers, end user devices, jump servers, etc.) that are configured for least functionality (e.g. dedicated endpoint that does not have Internet browsing or open e-mail access) to provide support and administration of Cloud Services and Contractor Infrastructure;
 - xi) Implement an automated process to periodically audit, at a minimum, account creation, modification, enabling, disabling, and removal actions; and
 - xii) Upon termination of employment, terminate or revoke authenticators and access credentials associated with any Services Personnel.
- b) Upon request of Canada, the Contractor must provide a document that describes the Contractor's approach and process for managing and monitoring privileged access of the Cloud Services.

10) Network and Communications Security

- a) The Contractor must:
 - i) Provide the ability for Canada to establish secure connections to the Cloud Services, including providing data-in-transit protection between Canada and the Cloud Service using TLS 1.2, or subsequent versions;
 - ii) Use up-to-date and supported protocols, cryptographic algorithms and certificates, as outlined in Communications Security Establishment (CSE) 's ITSP.40.062 (<https://cyber.gc.ca/en/guidance/guidancesecurelyconfiguring-network-protocols-itsp40062>) and ITSP.40.111 (<https://cyber.gc.ca/en/guidance/cryptographic-algorithms-unclassified-protectedandprotected-b-information-itsp40111>);
 - iii) Use correctly configured certificates within the TLS connections in accordance with CSE guidance.
 - iv) Provide the ability for Canada to implement network access controls and security rules that allow or deny network traffic to Canada resources.



11) Logging and Auditing

- a) The Contractor must implement log generation and management practices and controls for all Cloud Service components that store or process Canada's Data, and that conform with industry standards and best practices, such as those found in NIST 800-92 (Guide to Computer Security Log Management), or an equivalent standard approved by Canada in writing. Upon request of Canada, the Contractor must provide a document that describes the Contractor's documented log generation and management practices and controls.
- b) The Contractor must provide the ability for Canada to export security event logs for the Cloud Services it consumes, in support of Government of Canada operations including monitoring of the Cloud Services and for e-discovery and legal holds.
- c) The Contractor must enable Canada to centrally review and analyze audit records from multiple components from the Cloud Services consumed by the customer. This includes the ability for Canada to:
 - i) log and detect audit events such as (i) successful and unsuccessful account login attempts, (ii) account management, (iii) object access and policy change, (iv) privilege functions and process tracking, (v) system events, (vi) deletion of data;
 - ii) record in logs (or log files) audit events that are time synchronized and timestamped in coordinated universal time (UTC) and protected from unauthorized access, modification, or deletion while in transit and at rest;
 - iii) separate Security Incidents and logs for different Canada accounts to enable Canada to monitor and manage events within its boundary that are affecting its instance of an IaaS, PaaS or SaaS Cloud Service provided to it by the Contractor or a Subprocessor; and
 - iv) forward Canada tenant events and logs to a GC-managed centralized audit log system using standardized reporting interfaces, protocols, and data formats (e.g. Common Event Format (CEF), syslog, or other common log formats) and APIs that support log data remote retrieval (e.g. via a database interface using SQL, etc.).

12) Continuous Monitoring

- a) The Contractor must continually manage, monitor, and maintain the security posture of Contractor Infrastructure and Service Locations hosting Canada's Data throughout the contract, and ensure that the Cloud Services provided to Canada are in a manner that complies with these Security Obligations. As part of this obligation, the Contractor must:
 - i) Manage and apply security-related patches and updates in a timely and systematic manner to mitigate vulnerabilities and remedy any publicly reported issues in the Cloud Services or libraries that the Cloud Services make use of, and provide advance notices of patches in accordance with agreed-upon service level commitments;

13) Security Incident Management

- a) The Contractor's Security Incident response process for the Cloud Services must encompass IT security incident management lifecycle and supporting practices for preparation, detection, analysis, containment, and recovery activities. This includes:
 - i) A published and documented Security Incident Response Process for review by Canada that is aligned with one of the following standards:



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- (1) ISO/IEC 27035:2011 Information technology -- Security techniques -- Information security incident management; or
 - (2) NIST SP800-612, Computer Security Incident Handling Guide; or
 - (3) Government of Canada Cyber Security Event Management Plan (GC CSEMP) (<https://www.canada.ca/en/treasury-boardsecretariat/services/accessinformation-privacy/security-identitymanagement/government-canada-cybersecurity-event-management-plan.html>);
- or
- (4) other best practices from industry standards, if Canada determines, in its discretion, that they meet Canada's security requirements.
-
- b) Documented processes and procedures of how the Contractor will identify, respond, remediate, report, and escalate Security Incidents to Canada, including:
 - i) the scope of the information security incidents that the Contractor will report to Canada;
 - ii) the level of disclosure of the detection of information security incidents and the associated responses;
 - iii) the target timeframe in which notification of information security incidents will occur;
 - iv) the procedure for the notification of information security incidents;
 - v) contact information for the handling of issues relating to information security incidents; and
 - vi) any remedies that apply if certain information security occur.
 - c) Ability for the Contractor to support Canada's investigative efforts for any compromise of the users or data in the service that is identified.
 - d) Allows only designated representatives of Customer (e.g. Shared Services Canada (SSC) Security Operations Center) authorized by the Technical Authority:
 - i) to request and receive discrete access and information associated with Customer's Data (user data, system/security event logs, network or host packet captures, logs from security components such as IDS/IPS/Firewalls, etc.), in an unencrypted fashion, for the purposes of conducting investigations;
 - ii) the ability for Customer to track the status of a reported information security event.
 - iii) Procedures to respond to requests for potential digital evidence or other information from within the Cloud Services environment and includes forensic procedures and safeguards for the maintenance of a chain of custody;
 - e) Upon request of Canada, the Contractor must provide a document that describes the Contractor's Security Incident Response Process.
 - f) The Contractor must:
 - i) Work with Canada's Security Operations Center(s) (e.g. CCCS, Departmental Security Operation Center) on Security Incident containment, eradication and recovery in accordance with the Security Incident Response process.
 - ii) Maintain a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data or the service; and
 - iii) Track, or enable Canada to track, disclosure of Canada's Data, including what data has been disclosed, to whom, and at what time.
 - g) Canada may require forensic evidence from the Contractor to assist in a Government of Canada investigation. The Contractor agrees to provide assistance to the Government of Canada on a best effort basis.



14) Security Incident Response

- a) The Contractor must alert and promptly notify Canada (via phone and email) of any compromise, breach or of any evidence such as:
 - i) a security incident,
 - ii) a security malfunction in any asset,
 - iii) irregular or unauthorized access to any Asset,
 - iv) large scale copying of an Information Asset, or
 - v) another irregular activity identified by the Contractor, that leads the Contractor to reasonably believe that risk of compromise, or a security or privacy breach, is or may be imminent, or if existing safeguards have ceased to function, over the following period (7 days x 24 hours x 365 days), and will be made without undue delay, in any event, within 72 hours, and within the Contractor's service level commitments.

- b) If the Contractor becomes aware of and determines a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data or Personal Data while processed by the Contractor (each a "Security Incident"), the Contractor must promptly and without undue delay
 - i) notify Canada of the Security Incident;
 - ii) investigate the Security Incident and provide Canada with detailed information about the Security Incident; and
 - iii) take reasonable steps to mitigate the cause and to minimize any damage resulting from the Security Incident.

15) Personnel Security Screening

- a) The Contractor must implement security measures that grant and maintain the required level of security screening for Contractor Personnel engaged in the provision of the Cloud Services and for Sub-processor personnel pursuant to their access privileges to information system assets on which Canada's Data is stored and processed.

- b) The Contractor screening measures must be applied in accordance with the definition and practices in the Treasury Board Standard on Security Screening (<https://www.tbssct.gc.ca/pol/doc-eng.aspx?id=28115>), or use an acceptable equivalent agreed to by Canada.

- c) Upon request of Canada, the Contractor must provide a document that describes the Contractor's personnel security screening process. The process must provide, at a minimum:
 - i) A description of the employee and Sub-processor positions that require access to Customer Data or have the ability to affect the confidentiality, integrity or availability of the Cloud Services;
 - ii) A description of the security screening activities and practices, including notification procedures that need to be followed if screening has not been completed or if the results give cause for doubt or concern;
 - iii) A description of the security awareness and training as part of employment onboarding, when employee and sub-processor roles change, and on an ongoing basis, to ensure that employees and Sub-processors understand, are aware of, and fulfil, their responsibilities for information security;
 - iv) A description of the process that is enforced when an employee or sub-processor changes their role or when employment is terminated;



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- v) The approach to detecting potential malicious insiders and controls implemented to mitigate the risk of access to GC data and/or affect on the reliability of Cloud Services hosting Canada's data.

16) Physical (Data Centre / Facilities) Security

- a) The Contractor must implement physical security measures that ensure the protection of IT facilities and information system assets on which Canada's Data are stored and processed against all forms of tampering, loss, damage, and seizure. Physical protection of all facilities that host Canada's Data, must be applied in accordance with, or use an adequate risk-based approach based on a prevent-detect-respond-recover approach to physical security, aligned with the physical security controls and the practices in the Treasury Board Operational Security Standard on Physical Security (<http://www.tbssct.gc.ca/pol/doc-eng.aspx?id=12329>). The security measures required under this include, at a minimum:
 - i) Sufficient redundancy and recovery capabilities within and between the Contractor's facilities including, being geographically disparate such that the loss of one facility does not prohibit recovery of data and Canada's Data within the prescribed service level commitments;
 - ii) Proper handling of Information Technology (IT) Media;
 - iii) Controlled maintenance of all information systems and their components to protect their integrity and ensure their ongoing availability;
 - iv) Controlled access to information system output devices to prevent unauthorized access to Canada's Data;
 - v) Limiting physical access to Canada's Data and Service Locations to authorized Cloud Services Personnel based on position or role and the need-to-access principle, and validated by two forms of identification;
 - vi) Escorting visitors and monitoring visitor activity;
 - vii) Enforcing safeguarding measures for Government of Canada data at alternate work sites (e.g., telework sites); and
 - viii) Recording and monitoring all physical access to Service Locations and all logical access to Systems hosting Canada's Data, using a combination of access logs and video surveillance in all sensitive areas and intrusion detection mechanisms.
- b) Upon request of Canada, the Contractor must provide a document that describes the Contractor's physical security measures.
- c) If any physical security measures is to change in a way that materially degrades the physical security, the Contractor must inform Canada.

17) Application Programming Interfaces (API)

- a) The Contractor must:
 - i) Provide services that use open, published, supported, and documented Application Programming Interfaces (API) to support activities such as interoperability between components and to facilitate migration of applications;
 - ii) Provide a means via API for applications to provision services, and extract reporting, billing and financial data pertaining to the cloud services consumed by the Government of Canada;
 - iii) Take reasonable measures to protect both internal and external APIs through secure authentication methods. This includes ensuring that all externally exposed API queries require successful authentication before they can be called and providing the ability for the Government of Canada to



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meet the GC's standards on API (<https://www.canada.ca/en/government/system/digital-government/modern-emerging-technologies/government-canada-standards-apis.html>).

18) On-going Supply Chain Integrity

- a) On-going Supply Chain Integrity Process
 - i) The Parties acknowledge that security is a critical consideration for Canada with respect to this FA and that on-going assessment of Cloud Services will be required with respect to individual SOs throughout the FA Period.
 - ii) 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 SCI review.
 - iii) Throughout the FA Period and any SO 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 FA, and to any individual SO, that would compromise the integrity, confidentiality, access controls, availability, consistency or audit mechanism of the system or the data and applications of Canada

19) Sub-processors

- a) 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 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.
- b) The Contractor must provide a list of Sub-processors within ten days of the Framework Agreement 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.

20) Change of Control

- a) 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 FA 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 FA 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.
- b) 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



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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 FA 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.

- c) 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.
- d) 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 FA pursuant to this Article where the Contractor or subcontractor continues, at all times, to be controlled, directly or indirectly, by the same ultimate owner.

21) Roles and Responsibilities for Security

- a) The Contractor must clearly delineate the roles and responsibilities for the security controls and features of the Cloud Services between the Contractor and Canada. This includes, at a minimum, the roles and responsibilities for:
 - i) account management;
 - ii) boundary protection;
 - iii) asset and information system backup;
 - iv) incident management;
 - v) System monitoring; and
 - vi) vulnerability management.
- b) The Contractor must provide to Canada an up-to-date document that delineates the roles and responsibilities:
 - i) at contract award;
 - ii) on an annual basis;
 - iii) when there are significant changes to such roles and responsibilities as a result of a Change to the Cloud Services; or
 - iv) upon request of Canada.

22) Third-Party Assurance

- a) Third-Party Assurance: Certifications
 - i) The Contractor must ensure that in respect of any personal information including Canada's Data that it may host, store or process, on Contractor Infrastructure (including any IaaS, PaaS or SaaS Service provided to Canada) and Service Locations are secured appropriate privacy and security measures that comply with the requirements set forth the Contractor's privacy practices and policies.
 - ii) The Contractor must demonstrate that the measures comply with the requirements set forth in the following certifications by providing independent third party assessment reports or certifications that addresses each service layer (e.g. IaaS, PaaS, SaaS) within the Cloud Service offering, including:



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- (1) ISO/IEC 27018:2014 Information technology -- Security techniques -- Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors – Certification achieved by an accredited certification body.
 - iii) Each certification provided must:
 - (1) identify the legal business name of the Contractor or applicable Sub-processor;
 - (2) identify the Contractor's or Sub-processor's certification date and the status of that certification;
 - (3) identify the services included within the scope of the certification report. If the carved out method is used to exclude subservice organizations such as data centre hosting, the subservice organization's assessment report must be included.
 - iv) Each audit will result in the generation of an audit report which must be made available to Canada. Certifications must be accompanied by supporting evidence such as the ISO assessment report developed to validate compliance to the ISO certification and must clearly disclose any material findings by the auditor. The Contractor must promptly remediate issues raised in any audit report to the satisfaction of the auditor.
 - v) The Contractor is expected to maintain its certification of ISO 27018 for the duration of the contract. The Contractor must provide, at least annually, and promptly upon the request of Canada, all reports or records that may be reasonably required to demonstrate that the Contractor's certifications are current and maintained.

23) Privacy Compliance

- a) The Contractor must demonstrate through third party assessment reports and audit reports that it:
 - i) Restricts creating, collecting, receiving, managing, accessing, using, retaining, sending, disclosing and disposing of Personal Information to only that which is necessary to perform the Cloud Services and;
 - ii) Has implemented updated security processes and controls such as access management controls, human resource security, cryptography and physical, operational and communications security that preserve the integrity, confidentiality and accuracy of all information and data and metadata, irrespective of format.

24) Auditing Compliance

- a) In the event Canada needs to conduct security and privacy audits, inspections and/or review any additional information (e.g., documentation, data flows, data protection description, data architecture and security descriptions), both Parties agree to negotiate a solution in good faith and consider both the rationale for Canada's request and the Contractor's processes and protocols.
- b) The Contractor must conduct the privacy and security audits of the computers, computing environment and physical data centers that it uses in processing Canada's Data containing PI as follows:
 - i) Where a standard or framework provides for audits, an audit of such control standard or framework will be initiated at least annually;
 - (1) Each audit will be performed according to the standards and rules of the regulatory or accreditation body for each applicable control standard or framework; and
 - (2) Each audit will be performed by qualified, independent, third party security auditors that (i) is qualified under the American Institute of Certified Public Accountants (AICPA), Chartered Professional Accounts of Canada (CPA Canada), or ISO certification regime, and (ii) conforms to the International Organization for



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Standardization/International Electrotechnical Commission (ISO/IEC) 17020 quality management system standard at the Contractor's selection and expense.

- c) Each audit will result in the generation of an audit report that must be made available to Canada. The audit report must clearly disclose any material findings by the third party auditor. The Contractor must, at its own expense, promptly remediate issues and correct deficiencies raised in any audit report to the satisfaction of the auditor.
- d) Upon request of Canada, additional supplementary evidence from the Contractor, including system security and privacy plans, designs, or architecture documents that provide a comprehensive system description including all the data elements containing PI, may be provided by the Contractor or a Sub-processor to supplement the certification and audit reports described in Section 5 (Third Party Assurance) in order to demonstrate the Contractor's compliance with the required industry certifications.

25) Data Protection

- a) The Contractor must provide the capability to allow Canada to:
 - i) Implement encryption of data at rest for the Cloud Services hosting Canada's Data where the encryption of data at rest remains in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, in accordance with Section 31 - Cryptographic Protection.
 - ii) Transmit Canada's Data in a secure manner including ability for the Government of Canada to implement encryption for data in transit for all transmissions of Canada's Data, in accordance with Section 31 - Cryptographic Protection and Section 10 - Network and Communications Security.
- b) The Contractor must:
 - i) Implement security controls that restricts administrative access to Canada's Data and Systems by the Contractor and provides the ability to require the approval of Canada before the Contractor can access Canada's Data to perform support, maintenance or operational activities.
 - ii) Take reasonable measures to ensure that Contractor Personnel do not have standing or ongoing access rights to Canada's Data, and access is restricted to Contractor Personnel with a need-to-know, including resources that provide technical or customer support, based on approval from Canada.
- c) The Contractor must not make any copies of databases or any part of those databases containing Canada's Data outside of regular service resilience capabilities and within approved regional spaces or zones within Canada.
- d) The Contractor must not move or transmit approved copies outside of agreed upon service regions except when approval is obtained from Canada.
- e) Upon request of Canada, the Contractor must provide Canada with a document that describes all additional metadata created from Canada's Data.

26) Privacy by Design

- a) The Contractor must demonstrate that it implements privacy by design as part of its software development lifecycle, and in accordance with Schedule 1 – Security Obligations, Section 33 (Secure Development).



27) Data Isolation

- a) The Contractor must implement controls to ensure appropriate isolation of resources such that Canada's Data are not co-mingled with other tenant data, while in use, storage or transit, and throughout all aspects of the Cloud Services and Contractor Infrastructure's functionality and system administration. This includes implementing access controls and enforcing appropriate logical or physical segregation to support:
 - i) The separation between Contractor's internal administration from resources used by its customers;
 - ii) The separation of customer resources in multi-tenant environments in order to prevent one malicious or compromised consumer from affecting the service or data of another; and
 - iii) Ability for the Government of Canada (GC) to support isolation within GC-managed tenant environment.
- b) Upon request of Canada, the Contractor must provide Canada with a document that describes the approach for ensuring appropriate isolation of resources such that Canada's Data are not co-mingled with other tenant data, while in use, storage or transit.

28) Data Location

- a) The Contractor must have the ability to store and protect Canada's Data, at rest, including data in backups or maintained for redundancy purposes. This includes the ability to isolate data in Canada in approved data centers. An approved Data Centre is defined as the following:
 - i) A data centre that meets all security requirements and certifications identified in Section 30 for Physical (Data Centre / Facilities) Security
 - ii) Ensures the infeasibility of finding a specific customer's data on physical media; and
 - iii) Employs encryption to ensure that no data is written to disk in an unencrypted form, in accordance with Section 31 - Cryptographic Protection.
- b) The Contractor must certify that the delivery and provisioning of Cloud Services under this contract is from countries within the North Atlantic Treaty Organization (NATO) (https://www.nato.int/cps/en/natohq/nato_countries.htm) or the European Union (EU) (https://europa.eu/european-union/about-eu/countries_en), or from countries with which Canada has an international bilateral industrial security instrument. The Contract Security Program (CSP) has international bilateral industrial security instruments with the countries listed on the following PSPC website: <http://www.tpsgc-pwgsc.gc.ca/esc-src/internationaleng.html> and as updated from time to time.
- c) The Contractor must have the ability for Canada to isolate Canada's Data hosted in Cloud Services in data centers that are geographically located in Canada.
- d) Upon request of Canada, the Contractor must:
 - i) Provide the GC with an up-to-date list of the physical locations, including city, which may contain Canada's Data for each data centre that will be used to provide the Cloud Services; and
 - ii) Identify which portions of the Cloud Services are delivered from outside of Canada, including all locations where data is stored and processed and where the Contractor manages the service from.
- e) It is the continuous obligation of the Contractor of the proposed Cloud Services to notify Canada when there are updates to the list of physical locations which may contain Canada's Data.



29) Data Location

- a) The Contractor must have the ability to store and protect Canada's Data, at rest, including data in backups or maintained for redundancy purposes.

30) Data Transfer and Retrieval

- a) The Contractor must provide the capability including tools and services that allow Canada to:
 - i) Extract all online, nearline, and offline Canada's Data, including, but not limited to, databases, object and file storage, system configurations, cloud activity logs, source code hosted in a Canada code repository, and network configurations such that any Canada End User can use these instructions to migrate from one environment to another environment; and
 - ii) Securely transfer all Canada's Data, including content data and associated metadata, in a machine-readable and usable format, including CSV format, and in accordance with the Library and Archives Canada Guidelines on File Formats for Transferring Information Resources of Enduring Value (<https://www.bac-lac.gc.ca/eng/services/governmentinformation-resources/guidelines/Pages/guidelines-file-formats-transferring-informationresources-enduring-value.aspx>).

31) Cryptographic Protection

- a) The Contractor must:
 - i) Configure any cryptography used to implement confidentiality or integrity safeguards, or used as part of an authentication mechanism (e.g., VPN solutions, TLS, software modules, PKI, and authentication tokens where applicable), in accordance with Communications Security Establishment (CSE)-approved cryptographic algorithms and cryptographic key sizes and crypto periods;
 - ii) Use cryptographic algorithms and cryptographic key sizes and crypto periods that have been validated by the Cryptographic Algorithm Validation Program (<http://csrc.nist.gov/groups/STM/cavp/>), and are specified in ITSP.40.111 Cryptographic Algorithms for Unclassified, Protected A, and Protected B Information, or subsequent versions (<https://cyber.gc.ca/en/guidance/cryptographic-algorithms-unclassifiedprotected-and-protected-b-information-itsp40111>);
 - iii) Ensure that FIPS 140 validated cryptography is employed when encryption is required, and is implemented, configured, and operated in a Cryptographic Module, validated by the Cryptographic Module Validation Program (<https://www.cse-cst.gc.ca/en/groupgroupe/crypto-module-validation-program>), in an either approved or an allowed mode to provide a high degree of certainty that the FIPS 140-2 validated cryptographic module is providing the expected security services in the expected manner; and
 - iv) Ensure that any FIPS 140-2 modules in use have an active, current, and valid certification. FIPS 140 compliant/validated products will have certificate numbers.

32) Endpoint Protection

- a) The Contractor must implement, manage, and monitor security-hardened endpoints with active host-based protections to prevent against malware, attacks and misuse in accordance with industry recognized configuration guidelines such as those found in NIST 800-123 (Guide to General Server Security), the Center for Internet (CIS) Benchmarks or an equivalent standard approved by Canada in writing.



33) Secure Development

- a) The Contractor must implement a software and system development lifecycle that applies information system security engineering principles throughout the information system life cycle and in the development of software and websites and services, and conforms to industry standards and best practices, such as (i) NIST, (ii) ISO 27034, (iii) ITSG-33, (iv) SAFECODE, or (v) Open Web Application Security Project (OWASP) standards such as Application Security Verification Standard (ASVS) or an equivalent standard approved by Canada in writing. Upon request of Canada, the Contractor must provide a document that describes the Contractor's documented software and system development lifecycle approach and process.

34) Federation

- a) The Contractor must have the ability for Canada to support federated identity integration including:
 - i) Support for open standards for authentication protocols such as Security Assertion Markup Language (SAML) 2.0 and OpenID Connect 1.0 where the End User credentials and authentication to cloud services are under the sole control of Canada; and
 - ii) Ability to associate Canada unique identifiers (e.g. a Canada unique ID, a Canada email address, etc.) with the corresponding Cloud Service user account(s).

35) Remote Management

- a) The Contractor must manage and monitor remote administration of the Contractor's Cloud Service that are used to host GC services and take reasonable measures to:
 - i) Implement multi-factor authentication mechanisms for authenticate remote access users, in accordance with CSE's ITSP.30.031 V3 (or subsequent versions) (<https://cyber.gc.ca/en/guidance/user-authentication-guidance-information-technology-systems-itsp30031-v3>);
 - ii) Employ cryptographic mechanisms to protect the confidentiality of remote access sessions, in accordance with Section 13 (Cryptographic Protection);
 - iii) Route all remote access through controlled, monitored, and audited access control points;
 - iv) Expediently disconnect or disable unauthorized remote management or remote access connections;
 - v) Authorize remote execution of privileged commands and remote access to security-relevant information.
- b) Upon request of Canada, the Contractor must provide a document that describes the Contractor's approach and process for managing and monitoring remote administration of the Cloud Services.

36) Logging and Monitoring

- a) For SaaS, the Contractor must provide APIs that provide the ability to:
 - i) inspect and interrogate data at rest; and
 - ii) export security event logs for the Solution(s); and
 - iii) assess events such as user access and behaviour, administrator access and behaviour, and changes to third-party API access, stored in application logs.



37) Continuous Monitoring

- a) The Contractor must continually manage, monitor, and maintain the security posture of Contractor Infrastructure and Service Locations hosting Canada's Data throughout the contract, and ensure that the Cloud Services provided to Canada are in a manner that complies with these Security Obligations. As part of this obligation, the Contractor must:
 - i) Actively and continuously monitor threats and vulnerabilities to Contractor Infrastructure, Service Locations, or Canada's Data;
 - ii) Undertake best efforts to prevent attacks through security measures such as denial of service protections;
 - iii) Undertake best efforts to detect attacks, Security Incidents, and other abnormal events;
 - iv) Identify unauthorized use and access of any Cloud Services, data and components relevant to Canada's IaaS, PaaS or SaaS Cloud Service;
 - v) Manage and apply security-related patches and updates in a timely and systematic manner to mitigate vulnerabilities and remedy any publicly reported issues in the Cloud Services or libraries that the Cloud Services make use of, and provide advance notices of patches in accordance with agreed-upon service level commitments;
 - vi) Respond, contain, and recover from threats and attacks against the Contractor Cloud Services; and
 - vii) Where required, take proactive countermeasures, including taking both pre-emptive and responsive actions, to mitigate threats.
- b) The Contractor's Cloud Services must allow for GC application data (for IaaS, PaaS and SaaS) and GC network traffic (for IaaS and PaaS) of cloud hosted GC services to be copied and forwarded to a predetermined location (in the cloud or on GC premises).
- c) The Contractor's Cloud Services must allow Canada to deploy and operate security software to perform advanced monitoring and mitigations of cyber threats for Canada's Cloud Services at the Canada managed host and network layer, for Canada managed components only.

38) Continuous Monitoring

- a) The Contractor must continually manage, monitor, and maintain the security posture of Contractor Infrastructure and Service Locations hosting Canada's Data throughout the contract, and ensure that the Cloud Services provided to Canada are in a manner that complies with these Security Obligations. As part of this obligation, the Contractor must:
 - i) Undertake best efforts to prevent attacks through security measures such as denial of service protections;

39) Information Spillage

- a) The Contractor must have a documented process that outlines its approach for an Information Spillage Incident. The process must be aligned with:
 - i) ITSG-33 Security Control for IR-9 Information Spillage Response; or
 - ii) another industry standard, approved by Canada in writing. Notwithstanding the foregoing, the Contractor's Information Spillage process must include, at a minimum:
 - (1) A process for identifying the specific data elements that is involved in a System's contamination;
 - (2) A process to isolate and eradicate a contaminated System; and



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- (3) A process for identifying Systems that may have been subsequently contaminated and any other actions performed to prevent further contamination.
- b) Upon request of Canada, the Contractor must provide a document that describes the Contractor's Information Spillage Response Process.

40) Security Testing and Validation

- a) The Contractor must have a process that allows Canada to conduct a non-disruptive and non-destructive Vulnerability Scan or Penetration Test of Canada's portion of the Cloud Service components within the Contractor environment.
- b) The Contractor must provide the ability to enable a self-service security health check or scoring tool that enables the measurement of the security posture of the Cloud Services configured by Canada.