

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving - PWGSC / Réception des  
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Place du Portage, Phase III  
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11 Laurier St./11, rue Laurier  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776

**LETTER OF INTEREST**  
**LETTRE D'INTÉRÊT**

Comments - Commentaires

Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution  
Miscellaneous Special Projects Division (XN)/Division  
des projets spéciaux divers (XN)  
Canadian Building  
219 Laurier Ave. West, 13th Floor  
Room 13077  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> ITQ e-Procurement Solution (EPS)	
<b>Solicitation No. - N° de l'invitation</b> EN578-131350/B	<b>Date</b> 2015-01-27
<b>Client Reference No. - N° de référence du client</b> 20131350	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$XN-111-28381
<b>File No. - N° de dossier</b> 111xn.EN578-131350	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-03-09</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Moore, Karen	<b>Buyer Id - Id de l'acheteur</b> 111xn
<b>Telephone No. - N° de téléphone</b> (819) 956-1410 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA PORTAGE III 11 LAURIER ST Gatineau Quebec K1A0S5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

EN578-131350/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

111xn

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

20131350

111xnEN578-131350

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See attached.

**NOTICE TO RESPONDENTS:**

The anticipated RFP approach referenced in the Letter of Interest (LOI) and LOI Amendments (EN578-131350/A) has been changed.

This Invitation to Qualify (ITQ) contains all the requirements relating to the ITQ, and supersedes any information released in the LOI and LOI Amendments (EN578-131350/A). Any other information or documentation provided to or obtained by Respondents from any other source are not relevant. Respondents should not assume that practices used under previous solicitations will continue, unless they are described in the ITQ. Respondents should also not assume that their existing capabilities meet the requirements of the ITQ simply because they have met previous requirements.

It is the responsibility of Respondents to read the ITQ in its entirety.

**INVITATION TO QUALIFY (ITQ)**

**FOR**

**e-Procurement Solution (EPS)**  
**Acquisitions Program**  
**Public Works and Government Services Canada**  
**(PWGSC)**

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#### **LIST OF ANNEXES – ITQ**

Annex 1: High Level Requirements  
Annex 2: Anticipated, High Level, Review and Refine Requirements (RRR) Process  
Annex 3: Glossary of Terms  
Annex 4: Acronyms  
Annex 5: Non-Disclosure Agreement (NDA)

#### **LIST OF ATTACHMENTS**

Attachment 1 to Part 4: Mandatory Evaluation Criteria

#### **LIST OF FORMS – ITQ**

Form 1: ITQ Submission Form  
Form 2: Project Reference Check Form

#### **LIST OF ANTICIPATED ANNEXES – RFP**

RFP Annex A: Anticipated Security Requirements Check List (SRCL)

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

- 1.1.1 This Invitation to Qualify (ITQ) is neither a Request for Proposal (RFP) nor a solicitation of bids or tenders and is intended only to qualify responsive suppliers for participation in the Review and Refine Requirements (RRR) process. The responsive suppliers will hereinafter be referred to as ("ITQ Responsive Supplier(s)").
- 1.1.2 Only ITQ Responsive Suppliers, and individuals participating in the RRR process on behalf of the ITQ Responsive Suppliers, will be permitted to participate in the RRR process, and receive preliminary RFP requirements associated with the RRR process.
- 1.1.3 ITQ Responsive Suppliers may choose not to bid on the RFP subsequent to the RRR process.
- 1.1.4 This ITQ may be cancelled if less than 3 responses are received or if less than 3 suppliers are qualified. The ITQ may also be cancelled at any time in accordance with the 2003 (2014-09-25) Standard Instructions - Goods or Services – Competitive Requirements.
- 1.1.5 The ITQ is divided into the following parts:
  - Part 1 General Information: provides a general description of the requirement;
  - Part 2 Respondent Instructions: provides the instructions, clauses and conditions applicable to the ITQ;
  - Part 3 Response Preparation Instructions: provides Respondents with instructions on how to prepare their response;
  - Part 4 Evaluation Procedures and Basis of Qualification: describes how the responses will be evaluated and the basis of qualification;
  - Part 5 Certifications: includes the certifications to be provided;
  - Part 6 Security Requirement: describes specific security requirements;
  - Part 7
    - A. Resulting RRR Process Terms of Engagement: includes the Terms of Engagement applicable during the RRR Process.
    - B. Review and Refine Requirements (RRR) Process: includes high level information regarding the RRR process; and
  - Part 8
    - A. Anticipated Request for Proposal (RFP): includes high level information regarding the anticipated RFP.
    - B. Subset of Anticipated Resulting Contract Clauses: includes some anticipated clauses for the resulting Contract.

Refer to the Table of Contents for the list of annexes, attachments and forms.

## 1.2 Summary

- 1.2.1 Public Works and Government Services Canada (PWGSC) is seeking an e-Procurement Solution (EPS) whereby the service provider will not only be required to deliver an enterprise-wide, commercially available electronic procurement system but also to provide a fully managed service including system configuration, implementation, maintenance, upgrades and operation to ensure Government of Canada's objectives and service level requirement are fully met. The EPS will provide a full range of e-procurement services including but not limited to:
- (a) Sourcing management;
  - (b) Procurement management;
  - (c) Contract management;
  - (d) Business intelligence; and
  - (e) Supplier relationship management.
- 1.2.2 The purpose of this ITQ is to invite all suppliers capable of meeting the requirements of this ITQ to submit responses to PWGSC for evaluation in an attempt to become an ITQ Responsive Supplier. Only ITQ Responsive Suppliers will be invited to participate in the RRR process. An overview of the procurement process can be found in Part 1, 1.3 Procurement Overview.

## 1.3 Procurement Overview

- 1.3.1 The EPS procurement will be fulfilled through a multi-phased collaborative procurement process.
- 1.3.2 **Invitation to Qualify (ITQ):** This ITQ is open to all suppliers and will result in ITQ Responsive Suppliers being invited to participate in the RRR Process. Respondents will be notified of the evaluation results once the ITQ evaluation process is completed.
- 1.3.3 **Review and Refine Requirements (RRR):** Only ITQ Responsive Suppliers, and individuals representing the ITQ Responsive Suppliers, will be permitted to participate in the RRR process. Each ITQ Responsive Supplier will identify the individual(s) who will participate in the RRR process on its behalf. It is anticipated the ITQ Responsive Suppliers participating in the RRR process will be engaged to review preliminary RFP documents, provide feedback electronically, as well as attend working groups and, potentially, one-on-one meetings, to discuss specific issues relating to the content of the preliminary RFP documents. PWGSC will finalize the RFP following the RRR process.
- 1.3.4 **Anticipated Request for Proposal (RFP):** The RFP will be posted on the Government Electronic Tendering Service (GETS) and open to all suppliers. Reference Part 8 for further details of the anticipated RFP.

## 1.4 Debriefings (ITQ)

- 1.4.1 Respondents may request a debriefing on the results of the ITQ. Respondents should make the request to the Contracting Authority within 15 working days of receipt of the results of the ITQ.

## 1.5 Conflict of Interest

- 1.5.1 Respondents are advised to refer to Conflict of Interest provisions at Article 18 of SACC 2003, Standard Instructions – Goods or Services – Competitive Requirements (dated 2014-09-25) and Conflict of Interest provisions of SACC 2035, General Condition – Higher Complexity – Services (dated 2014-09-25) available on the PWGSC Website <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.



- 1.5.2 Without limiting in any way the provisions described in 1.5.1 above, Respondents are advised that since April 9, 2014 Canada has engaged the assistance of the following private sector contractors and resources who have provided services including the preparation of this ITQ and/or who have had, or may have had, access to information related to this ITQ or other documents related to the EPS solicitation:

Contractors:

Fujitsu Consulting  
Groupe Intersol Group Ltée.  
Hallux Consulting  
Ian Martin Limited  
IT/Net  
KPMG LLP  
Maplesoft Group  
MDOS Consulting Inc., INVA Corporation, KOZA Technology Consulting Inc., in Joint Venture (o/a AGM in Joint Venture)  
S.i. Systems

Resources (last name, first name):

Alexander, Jim  
Baker, Philip  
Benjamin, Jacquie  
Boucher, Michael  
Brulet, Lionel  
Bryson, Richard  
Carter, Christopher  
Chen, Lian  
Choi, Thomas  
Côté Raymond  
Côté, Larry  
Dean, Bryan  
Dorica, Mark  
Dragnea, Raluca  
DuBois, Howard  
Dufort, Marie-Pier  
Duthie, Donald  
Fischer, Marian  
Fontaine, François  
Girard, Sylvie  
Gladish, Bill  
Guillaume, Rolland  
Haecker, Marcus  
Harris, Richard  
Krsmanovic, Milenko  
Leier, Lynne  
Letarte, Jean-François  
Lukic, Zack  
Marko, Peter  
Marzsin, Thomas  
Peter, Sandra  
Rishi, Ripu  
Tardiff, Michelle  
Thérésy, Aude  
Thirion, Jérôme

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Tom, Eva  
Wong, Peter  
Woodworth, Gary

## **1.6 Fairness Monitor**

- 1.6.1 To ensure the fairness, transparency and integrity of the procurement process, PWGSC has engaged a third-party Fairness Monitor for the entire process of this multi-phased procurement, including the ITQ. The Fairness Monitor will not be part of the evaluation team, but will, among other things, observe the evaluation of the ITQ responses with respect to Canada's adherence to the evaluation process described in this ITQ.

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## PART 2 - RESPONDENT INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 All instructions, clauses and conditions identified in the ITQ by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- 2.1.2 Respondents who submit a response agree to be bound by the instructions, clauses and conditions of the ITQ.
- 2.1.3 The 2003 (2014-09-25) Standard Instructions - Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the ITQ, except that:
- a. Wherever the term “bid solicitation” is used, it is substituted with “Invitation to Qualify”;
  - b. Wherever the term “bid” is used, it is substituted with “response”;
  - c. Wherever the term “Bidder(s)” is used, it is substituted with “Respondent(s)”;
  - d. Wherever the terms “Contract (contract)” is used, it is substituted with “qualification” or “ITQ Responsive Supplier” as applicable;
  - e. Subsection 5(4), which discusses a validity period, does not apply, given that this ITQ invites suppliers simply to qualify for the RRR process;
  - f. The title of Section 10 is amended to read “Legal Capacity and Ownership and Control Information”, the first paragraph is numbered as 1 and the following is added:
2. The Respondent must provide, if requested by the Contracting Authority, the following information as well as any other requested information related to the ownership and control of the Respondent, its owners, its management and any related corporations and partnerships:
- i. An organization chart for the Respondent showing all related corporations and partnerships;
  - ii. A list of all the Respondent’s shareholders and/or partners, as applicable; if the Respondent is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner; and
  - iii. A list of all the Respondent’s directors and officers, together with each individual’s home address, date of birth, birthplace and citizenship(s); if the Respondent is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner.
- In the case of a joint venture Respondent, this information must be provided for each member of the joint venture. The Contracting Authority may also require that this information be provided in respect of any subcontractors specified in a response.
3. For the purposes of this section, a corporation or partnership will be considered related to another party if:
- i. they are “related persons” or “affiliated persons” according to the *Canada Income Tax Act*;

- ii. the entities have now or in the two years before the closing date had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - iii. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- g. Subsection 14 Price Justification does not apply as there is no financial component to the ITQ.

## **2.2 Composition of Respondent**

- 2.2.1 Respondents submitting responses to the ITQ must indicate the relevant company/organization names that are jointly submitting the response in Form 1: ITQ Submission Form.
- 2.2.2 If a response is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of the SACC 2003 Standard Instructions.
- 2.2.3 The Respondents that are determined by Canada to meet the requirements set out in the ITQ will be considered ITQ Responsive Suppliers. The composition of an ITQ Responsive Supplier must remain unchanged to maintain its status as an ITQ Responsive Supplier.
- 2.2.4 Failure to maintain its composition will result in the ITQ Responsive Supplier becoming ineligible for continued participation in the RRR process. If an ITQ Responsive Supplier does not maintain its composition to bid on the RFP, the entity(ies) bidding on the RFP must meet all RFP requirements as outlined in Part 8.
- 2.2.5 If an ITQ Responsive Supplier maintains its composition to bid on the RFP, the ITQ Responsive Supplier will be deemed compliant for the portion of the RFP Mandatory Evaluation Criteria that were already used for evaluation during the ITQ.

## **2.3 Submission of Responses**

- 2.3.1 Responses must be submitted only to the PWGSC Bid Receiving Unit by the date, time and place indicated on page 1 of the ITQ.
- 2.3.2 Due to the nature of the ITQ, transmission of responses by facsimile or e-mail to PWGSC will not be accepted.

## **2.4 Enquiries**

- 2.4.1 All enquiries must be submitted in writing to the Contracting Authority, at the email address identified below, no later than 5 business days before the ITQ closing date. Enquiries received after that time may not be answered.

**Karen Moore**  
Contracting Authority - EPS  
Public Works and Government Services Canada  
Acquisitions Branch  
[PANumerique.APDigital@tpsgc-pwgsc.gc.ca](mailto:PANumerique.APDigital@tpsgc-pwgsc.gc.ca)

- 2.4.2 Respondents should reference as accurately as possible the numbered item of the ITQ to which the enquiry relates. Care should be taken by Respondents to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. 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 Respondents do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Respondents. Enquiries not submitted in a form that can be distributed to all Respondents may not be answered by Canada.

## **2.5 Applicable Laws**

- 2.5.1 The ITQ must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

## **2.6 Improvement of Requirement During ITQ**

- 2.6.1 Should Respondents consider that the requirements contained in the ITQ could be improved technically or technologically, Respondents are invited to make suggestions, in writing, to the Contracting Authority named in the ITQ. Respondents 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 Respondent may be given consideration provided they are submitted to the Contracting Authority at least 5 days before the ITQ closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.7 Language**

- 2.7.1 Respondents are requested to identify, in writing, in Form 1 - ITQ Submission Form which of Canada's two official languages will be used for future communications from Canada and, if successful in the ITQ evaluation, for the RRR process.

## **2.8 Non-Disclosure**

- 2.8.1 The Respondent will be required to execute and submit the Non-Disclosure Agreement (NDA) included as Annex 5 to this ITQ, upon request by the Contracting Authority, and in accordance with the Resulting RRR Process Terms of Engagement in Part 7.A.

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## **PART 3 - RESPONSE PREPARATION INSTRUCTIONS**

### **3.1 Response Preparation Instructions**

Canada requests that Respondents provide their response in separate sections as follows:

Section I:            Technical Response (2 soft copies on two separate USB(s) in a format accessible by Canada)

Section II:           Certifications (1 soft copy on a USB in a format accessible by Canada)

Any hard copies submitted will not be considered. Only soft copies of responses will be used for evaluations. Formats of electronic documents accessible by Canada include PDF or MS Office 2007.

#### **Section I: Technical Response**

In the technical response, Respondents are requested to explain and demonstrate how their response meets the ITQ technical requirements. The Technical Response must include submission of Form 1: ITQ Submission Form, and Attachment 1 to Part 4: Mandatory Evaluation Criteria. Form 2: Project Reference Check Form may be included with the Technical Response submission, or must be provided upon request by the Contracting Authority within the timeframe identified in the request.

Respondents will be provided with an electronic copy of some of the ITQ documents, in Microsoft Office format, with the solicitation package issued on GETS. In the event of any discrepancies between the Microsoft Office copies and PDF documents released officially through GETS, the PDF documents released through GETS shall prevail.

#### **Section II: Certifications**

Respondents must submit the certifications required under Part 5.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF QUALIFICATION**

### **4.1 Evaluation Procedures**

- 4.1.1 Responses will be assessed in accordance with the entire requirement of the ITQ including the technical evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Canada and possibly independent consultants will evaluate the responses. Canada may hire any independent consultant, consulting firm or use any Government resources to evaluate any ITQ response. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation. By submitting a response, Respondents consent to the release of those responses to the third-party consultants retained by Canada, subject to Canada's obtaining its usual confidentiality undertakings from these third-party consultants.
- 4.1.3 In addition to any other time periods established in the solicitation process:
  - a. Requests for Clarifications: If Canada seeks clarification or verification from the Respondent about its response, the Respondent will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada; and
  - b. Extension of Time: If additional time is required by the Respondent, the Contracting Authority may grant an extension at his or her sole discretion.

### **4.2 Technical Evaluation**

- 4.2.1 Each response will be reviewed for compliance with the mandatory requirements of this ITQ. Responses that do not comply with each and every mandatory requirement will be considered non-responsive and given no further consideration.
- 4.2.2 The Mandatory Evaluation Criteria, and Substantiation of Technical Compliance - Mandatory Evaluation Criteria, are described in Attachment 1 to Part 4.
- 4.2.3 Respondents should demonstrate their understanding of the requirements contained in this ITQ and address clearly and in sufficient depth the points that are subject to the evaluation. Simply repeating the statement contained in the ITQ is not sufficient.
- 4.2.4 In conducting its evaluation of the responses, Canada may, but will have no obligation to, do the following:
  - a. contact any or all references supplied by Respondents to verify and validate any information submitted by the Respondents; and
  - b. seek clarification or verification from Respondents regarding any or all information provided by them with respect to the ITQ.
- 4.2.5 Only referenced material included within the Respondent's response, or clarified upon request by the Contracting Authority, will be evaluated. Reference material outside of the Respondent's response will not be considered. It is the sole responsibility of the Respondent to provide sufficient information so that their responses can be adequately evaluated.

### 4.3 Reference Checks

- 4.3.1 The Respondent is requested to provide a third-party reference for each project in its response as requested in Attachment 1 to Part 4: Mandatory Evaluation Criteria, using Form 2: Project Reference Check Form. If information requested is not provided in the response, the Respondent must provide the information upon request by the Contracting Authority within the timeframe identified in the request. References from representatives of Canada will be accepted.
- 4.3.2 It is the responsibility of the Respondent to confirm in advance that their client contact for the project reference will be available to provide a response and is willing to provide a reference.
- 4.3.3 For the purpose of this evaluation, reference checks may be used to verify and validate the Respondent's response. If a reference check is performed, Canada will conduct the reference check in writing by e-mail. Canada will send the reference check request directly to the client contact for the project reference provided by the Respondent. The client contact will have 10 working days (or a longer period otherwise specified in writing by the Contracting Authority) from the date that Canada's e-mail was sent, to respond to Canada.
- 4.3.4 The client contact will be required, within 2 working days after Canada sends out the reference check request, to acknowledge the receipt of the reference check request and identify his or her willingness and availability to conduct such reference check. If Canada has not received the required response from the client contact, Canada will notify the Respondent by e-mail, to allow the Respondent to contact its client contact directly to ensure that he or she responds to Canada within the allotted time. The client contact's failure to timely respond to Canada's request will result in non-consideration of the Respondent's claimed project experience.
- 4.3.5 Notwithstanding section 4.3.3, if the client contact is unavailable when required during the evaluation period, the Respondents will be requested to provide an alternate client contact for the same referenced project. Respondents will only be provided with this opportunity once for each referenced project and only if the original client contact is unavailable to respond. The process as described in 4.3.3 is applicable for the reference check with the alternate client contact. The period to respond for either the original client contact, or the alternate client contact, will be a total of 10 working days (or a longer period otherwise specified in writing by the Contracting Authority) in accordance with 4.3.3.
- 4.3.6 Wherever information provided by a client contact differs from the information supplied by the Respondent, the Respondent will be asked to clarify project reference information provided in its ITQ response. Canada will assess the following information during the evaluation of the Respondent's response: the Respondent's original project reference information; any information provided by the Respondent in response to clarification request(s); and any information supplied by the client contact for the referenced project.
- 4.3.7 A Respondent will not meet the mandatory experience requirement if (1) the client contact fails to timely respond to Canada's request; (2) the client contact states he or she is unable or unwilling to provide the information requested; (3) the information provided by the Respondent cannot be verified and validated by Canada; or (4) the client is itself an affiliate or other entity that does not deal at arm's length with the Respondent.



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#### **4.4 Basis of Qualification**

##### **4.4.1 Selection of ITQ Responsive Suppliers**

4.4.1.1 To be declared responsive, a response must:

- a. comply with all the requirements of this ITQ; and
- b. comply with all of the Mandatory Evaluation Criteria (Attachment 1 to Part 4).

Otherwise, a response will be declared non-responsive and given no further consideration.

4.4.1.2 Respondents whose responses are deemed responsive will be selected as ITQ Responsive Suppliers to participate in the detailed consultations in the RRR process.

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## **PART 5 - CERTIFICATIONS**

Respondents must provide the required certifications and associated information to become ITQ Responsive Suppliers.

The certifications provided by Respondents to Canada are subject to verification by Canada at all times. Canada will declare a response non-responsive, if any certification made by the Respondent is found to be untrue whether made knowingly or unknowingly during the ITQ response evaluation period, or during the RRR process.

The Contracting Authority will have the right to ask for additional information to verify the Respondent's certifications. Canada has the right to terminate the ITQ Responsive Supplier status, and suspend or cancel their participation in the RRR process if the ITQ Responsive Supplier fails to comply and to cooperate with any request or requirement imposed by the Contracting Authority.

### **5.1 Certifications Precedent to becoming an ITQ Responsive Supplier**

The certifications listed below should be completed and submitted with the response, but may be submitted afterwards. If any of these required certifications are not completed and submitted as requested, the Contracting Authority will inform the Respondent and provide it with a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame will render the response non-responsive.

#### **5.1.1 Integrity Provisions - Associated Information**

By submitting a response, the Respondent certifies that the Respondent and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions – Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

Pursuant to the Integrity Provisions under section 01 of Standard Instructions 2003, Respondents must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

#### **5.1.2 Former Public Servant - Competitive Response**

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

#### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian

Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

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

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Respondent must provide the following information:

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

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

#### 5.1.3 **ISO 27001 Certification**

The Respondent, and if the Respondent is a joint venture, each member of the joint venture, must be ISO 27001 certified with ISO/ IEC 27001:2005 Information Technology – Security Techniques – Information Security Management Systems – Requirements.

Certification must have been obtained from an accredited third party. Respondent's self-assessment will not be accepted.

Respondents should provide a copy of the valid ISO 27001 certification with their ITQ response. If a copy of the ISO 27001 certification is not provided with the Respondents' ITQ response, it must be provided upon request by the Contracting Authority.

#### 5.1.4 **Acknowledgement**

By submitting a response, the Respondent represents that it has full authority to bind the company and individuals representing the company, to be bound by all the terms and conditions contained herein. The Respondent must ensure that any individuals representing the ITQ Responsive Supplier during the RRR process are aware of and accept the Resulting RRR Process Terms of Engagement in Part 7.A. and in accordance with Annex 5: Non-Disclosure Agreement (NDA).

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## **PART 6 - SECURITY REQUIREMENT**

### **6.1 Security Requirement**

- 6.1.1 There are no security requirements for the ITQ.
- 6.1.2 There will be security requirements for the RFP. Preliminary security requirements for the RFP and resulting contract are outlined in Part 8 of this document to assist Respondents in preparing for the RFP security requirements.
- 6.1.3 As there will be security requirements for the RFP and resulting contract, Canadian Respondents that do not currently have personnel and organization security clearances through the Canadian federal government, or Respondents that do not meet the anticipated security requirements outlined in Part 8, should begin the clearance process early by contacting the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

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**PART 7 - A. RESULTING RRR PROCESS TERMS OF ENGAGEMENT;  
B. RRR PROCESS**

**A. RESULTING RRR PROCESS TERMS OF ENGAGEMENT**

**7.1 Terms of Engagement**

**7.1.1 Context**

The purpose of these Terms of Engagement is to set out the terms governing the appropriate conduct of ITQ Responsive Suppliers and individuals participating in the RRR process on behalf of the ITQ Responsive Supplier (hereinafter referred to as "RRR Participants"), with a view to maintaining the highest standard of openness, transparency and fairness. These Terms of Engagement also set out the terms which govern the non-binding detailed consultations, referred to as the RRR process, between Canada and RRR Participants.

**7.1.2 Application**

These Terms of Engagement apply to RRR Participants through the RRR process and until the RFP is released.

**7.1.3 Principles**

Fairness

An overriding principle of the EPS procurement process is that it be conducted with the utmost fairness and transparency between all parties. No RRR Participants are to receive any unfair advantage over any other.

Transparency

All activities of Canada will be conducted in a transparent manner, to the extent that no proprietary information provided by RRR Participants will be shared by Canada to any other RRR Participants except and only to the extent required by law, or unless otherwise agreed upon in advance by the ITQ Responsive Supplier.

Canada, at its sole and absolute discretion, reserves the right to share any information provided by RRR Participants, including proprietary information, with employees and representatives of Canada or third party consultants retained by Canada, subject to Canada obtaining its usual confidentiality undertakings from these third party consultants. This is limited to information that it considers necessary for the purposes of the EPS procurement process.

Any information provided by an RRR Participant to Canada that is of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such to the extent possible under the *Access to Information Act* and the *Privacy Act*, except if agreed upon in advance with the ITQ Responsive Supplier or where Canada determines that the information is not of a proprietary nature.

Fair access to government information

All ITQ Responsive Suppliers will be provided fair access to information provided by Canada. The ITQ Responsive Suppliers, at their sole discretion, will provide individuals participating in the RRR process on their behalf, with access to information provided to the ITQ Responsive Supplier by Canada. Only RRR Participants who have signed and submitted Annex 5: Non-Disclosure Agreement (NDA) will be permitted to receive information provided by Canada.

#### 7.1.4 Terms of Engagement with ITQ Responsive Suppliers

ITQ Responsive Suppliers agree to the following as part of the RRR process:

- a. ITQ Responsive Suppliers must ensure individuals participating in the RRR process on their behalf agree to these Terms of Engagement, and must submit an NDA to the Contracting Authority signed by each individual participating on their behalf.
- b. The ITQ Responsive Supplier is responsible for distributing all information provided by Canada to individuals participating in the RRR process on their behalf, and submitting feedback to Canada thereafter.
- c. An agenda with discussion topics and any available supporting documentation may be provided to ITQ Responsive Suppliers in advance of each working group session.
- d. A summary of group discussions may be distributed to all ITQ Responsive Suppliers. RRR Participants are expected to discuss their views concerning the EPS procurement, and to provide constructive feedback on the discussion topics. All RRR Participant will have equal opportunity to share its ideas and suggestions.
- e. Canada is not obligated to release any RFP as a result of this RRR process.
- f. If Canada does release a subsequent RFP, the terms and conditions of the RFP will be subject to Canada's sole and absolute discretion.
- g. Canada is not obligated to enter into a Contract in connection with the RRR process, even if an RFP is released.
- h. Canada will not reimburse any person or entity for any cost incurred in participating in the LOI, ITQ, RRR process or RFP.
- i. The full preliminary RFP may be released to all ITQ Responsive Suppliers for comment as part of the RRR process. If required, group sessions or one-on-one meetings to discuss the full preliminary RFP, or any other topic, may be organized by Canada.
- j. Attestation: If the full preliminary RFP is released to ITQ Responsive Suppliers, ITQ Responsive Suppliers will be requested to attest to the ITQ Responsive Suppliers' capability or inability of proceeding with specific requirements defined in the preliminary RFP. The purpose of this attestation is to confirm that there are a sufficient number of suppliers in the market that could potentially meet the requirements identified during the RRR process.
- k. The dispute resolution process to manage impasses throughout the RRR process must be adhered to in accordance with the process outlined below in clause 7.1.6. All requests to use the dispute resolution process must be directed to the Contracting Authority who will make the appropriate arrangements.
- l. RRR Participants must not reveal, discuss or disclose any information to the media regarding the EPS procurement, except to confirm publicly available information. If RRR Participants receive a question from the media related to non-public information on the EPS procurement, they must direct the media to contact the PWGSC Media Relations Office at 819-956-2315.
- m. Certifications – Compliance: The continuous compliance with the certifications provided by the ITQ Responsive Supplier in its response to the ITQ and the ongoing cooperation in providing

associated information are conditions of maintaining ITQ Responsive Supplier status. Certifications are subject to verification by Canada during the entire ITQ and RRR process. If the ITQ Responsive Supplier does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the ITQ Responsive Supplier is untrue, whether made knowingly or unknowingly, Canada has the right to terminate the ITQ Responsive Supplier's status, and suspend or cancel their participation in the RRR process.

#### 7.1.5 Terms of Engagement with Canada

Communications with officials of Canada, including Ministers of the Crown, regarding all aspects of the EPS procurement process are limited to official communication channels either through the RRR process or the Contracting Authority.

In responding to requests, Canada will endeavor to ensure that ITQ Responsive Suppliers receive information in a timely manner.

If in the course of, or arising out of a one-on-one meeting, Canada provides an RRR Participant with information that would reasonably be considered to be new information with respect to the EPS procurement process, then Canada will promptly provide such information to all ITQ Responsive Suppliers.

#### 7.1.6 Dispute Resolution Process

By informal discussion and good faith negotiation, each ITQ Responsive Supplier and Canada (the "Parties") shall make all reasonable efforts to resolve any dispute or controversy ("Dispute") between Canada and an ITQ Responsive Supplier arising out of the RRR process.

Any Dispute between the Parties arising out of the RRR process shall be resolved in accordance with the following process:

- a. Any such Dispute shall first be referred to the ITQ Responsive Supplier's Representative and the PWGSC Contracting Authority. The representatives of the Parties will have 3 business days to resolve the Dispute;
- b. In the event that the representatives of the Parties specified in clause 7.1.6a. above are unable to resolve the Dispute, it shall be referred to the ITQ Responsive Supplier's Project Director responsible for this initiative and the PWGSC Director responsible for the EPS project, who will have 3 business days to resolve the Dispute;
- c. In the event that the representatives of the Parties specified in clause 7.1.6b. above are unable to resolve the Dispute, it shall be referred to the ITQ Responsive Supplier's CEO or equivalent and the PWGSC Associate Deputy Minister responsible for the EPS project; and
- d. In the event that the representatives of the Parties specified in clause 7.1.6c above are unable to resolve the Dispute, Canada will, within 5 business days render a written decision which shall include a detailed description of the Dispute and the reasons supporting the Canada's decision. The Contracting Authority will deliver a signed copy thereof to the ITQ Responsive Supplier.
- e. The Parties may, by mutual consent, agree to bypass levels in the dispute resolution process or otherwise agree on the timing of the dispute resolution process.



## 7.2 Authorities

[Note: The information for authorities will be identified in the resulting Terms of Engagement released to ITQ Responsive Suppliers.]

### 7.2.1 Contracting Authority

The Contracting Authority is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Public Works and Government Services Canada

Acquisitions Branch

Directorate: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

The Contracting Authority is responsible for the management of the engagement with ITQ Responsive Suppliers and the RRR process. Any changes to the Terms of Engagement or RRR process must be authorized in writing by the Contracting Authority.

### 7.2.2 Project Authority

The Project Authority is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Public Works and Government Services Canada

Acquisitions Branch

Directorate: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the RRR process and is responsible for all matters concerning the technical content of the Work under the RRR process. 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 written confirmation from the Contracting Authority.

### 7.2.3 ITQ Responsive Supplier's Representative

The ITQ Responsive Supplier's Representative is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

The ITQ Responsive Supplier's Representative is the main point of contact for the PWGSC Contracting Authority and Project Authority throughout the ITQ and the RRR process.

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**B. RRR PROCESS**

**7.3 RRR Process Overview**

- 7.3.1 RRR Participants will be required to sign and submit the Non-Disclosure Agreement (NDA) in Annex 5 before being permitted to participate in the RRR process. The Contracting Authority will coordinate the NDA process with ITQ Responsive Suppliers to obtain signed copies of Annex 5.
- 7.3.2 Prior to the commencement of the RRR process, Canada will provide the ITQ Responsive Suppliers with the detailed process to be followed for the RRR process.
- 7.3.3 The detailed consultations that take place during the RRR process are not intended to be a forum for negotiating any provisions of the preliminary RFP requirements, but rather one in which ITQ Responsive Suppliers can provide feedback to Canada on preliminary RFP requirements.
- 7.3.4 Canada will provide ITQ Responsive Suppliers with its preliminary requirements and request that ITQ Responsive Suppliers provide comments, suggestions, and/or identify areas that require additional clarification from Canada using the process that will be set out in the detailed materials that will be provided to all ITQ Responsive Suppliers. Canada will require a significant commitment from ITQ Responsive Suppliers during the RRR process, both in terms of time and resources.
- 7.3.5 Feedback provided during any discussions between Canada and an ITQ Responsive Supplier or through written comments may be analyzed for further consideration by Canada and may be incorporated, in whole or in part, into subsequent procurement documents that Canada issues as part of this procurement process (e.g. the RFP) and/or the contract.
- 7.3.6 It is the responsibility of each ITQ Responsive Supplier to take advantage of the RRR process by asking the questions that are necessary to prepare a complete bid in response to the anticipated RFP.
- 7.3.7 The information obtained by Canada from RRR Participants during the RRR process may be used by Canada to finalize the requirements for the anticipated RFP. This information will not be used to evaluate ITQ Responsive Suppliers.
- 7.3.8 It is anticipated that in-person group, or one-on-one discussions will be held in Gatineau, QC.
- 7.3.9 Preliminary information regarding the anticipated RRR process is located in Annex 2.

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**PART 8 - A. ANTICIPATED REQUEST FOR PROPOSAL (RFP);  
B. SUBSET OF ANTICIPATED RESULTING CONTRACT CLAUSES**

**A. ANTICIPATED RFP**

**8.1 Bid Solicitation Documents**

Canada will use the High Complexity (HC) bid solicitation template for the anticipated RFP.

A copy of the template can be provided upon request by contacting the Procurement Process Tools Division by sending a query to [Outilsd'approvisionnement.ProcurementTools@tpsgc-pwgsc.gc.ca](mailto:Outilsd'approvisionnement.ProcurementTools@tpsgc-pwgsc.gc.ca).

The latest versions of the template and terms and conditions will be used in the anticipated RFP. The numbering of sections, annexes, attachments and forms may change in the final RFP.

At a minimum the anticipated RFP may contain the following:

- a. security, database location, and privacy requirements;
- b. financial capability (reference SACC A9033T);
- c. a complete description of the Work to be performed;
- d. 2003, Standard Instructions - Goods or Services - Competitive Requirements;
- e. bid preparation instructions;
- f. instructions for the submission of bids;
- g. evaluation procedures and basis of selection;
- h. certifications;

It is anticipated that certifications, at time of bid submission, may include, but may not be limited to the following:

- 1) Integrity Provisions - Associated Information
  - 2) Former Public Servant – Competitive Bid (reference SACC A3025T)
  - 3) Federal Contractors Program for Employment Equity – Bid Certification;
  - 4) ISO 27001 certification
  - 5) Status and Availability of Subcontractors Providing Core Services:
- i. terms and conditions of the resulting contract.

**8.2 Bid Solicitation Process**

- 8.2.1 The RFP will be posted on the Government Electronic Tendering Service (GETS) and open to all suppliers.
- 8.2.2 The RFP will include the same Mandatory Evaluation Criteria that were evaluated during the ITQ, as well as additional evaluation criteria.
- 8.2.3 Bidders that maintain their ITQ Responsive Supplier composition as a result of the ITQ will be deemed compliant for the portion of the RFP Mandatory Evaluation Criteria that were already used for evaluation during the ITQ; ITQ Responsive Suppliers will be required to meet all other requirements of the RFP.
- 8.2.4 All other Bidders will be required to meet all requirements of the RFP.

## **B. SUBSET OF ANTICIPATED RESULTING CONTRACT CLAUSES**

### **8.3 General**

- 8.3.1 The conditions of any contract awarded as a result of the RFP will be in accordance with the relevant resulting contract clauses of the High Complexity (HC) template used for the RFP.
- 8.3.2 Only a subset of the anticipated resulting contract clauses are included in this section in order to provide Bidders advance notice, as well as to allow Bidders time to consider the impact of said clauses and provide feedback to Canada as required.

### **8.4 Standard Clauses and Conditions**

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

#### **8.4.1 General Conditions**

2035 (most recent date to be inserted in RFP), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

### **8.5 Anticipated Security Requirements**

Only a subset of the anticipated RFP security clearance requirements are included in this section in order to provide Bidders advance notice of said requirements. It is anticipated the security clearance requirements will be expanded in the RFP.

#### **A. Anticipated Security Requirement for Canadian Suppliers: (PWGSC File #: EN578-131350)**

1. The Contractor and/or any and all subcontractors to the contractor or subcontractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the level required by Annex X [Note: Annex to be confirmed in the subsequent RFP], whether it be at the level of **PROTECTED A** or at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The personnel of the Contractor and/or any and all the personnel of the subcontractors requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid personnel security screening at the level of **RELIABILITY STATUS**, granted or approved by the CISD, PWGSC.
3. Until the security screening of the Contractor personnel and/or any and all personnel of the subcontractors required by this Contract have been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor personnel and/or any and all personnel of the subcontractors **MAY NOT HAVE ACCESS to PROTECTED** information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort.
4. The Contractor and/or any and all subcontractors **MUST NOT** utilize its Information Technology systems to electronically process, produce, transmit or store any sensitive **PROTECTED** information or data until CISD/PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of **PROTECTED A** or **PROTECTED B**, including an IT Link at the level of **PROTECTED A** or **PROTECTED B as required**.
5. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.

6. The Contractor and/or any and all subcontractors must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at "*RFP Annex A*" [Note: RFP Annex A - Anticipated SRCL for the RFP is included with this ITQ].
  - (b) *Industrial Security Manual* - Latest Edition  
(See <http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/msi-ism-eng.html>).

**B. Anticipated Security Requirement for International Suppliers:  
(PWGSC File #: EN578-131350)**

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Contractor and/or subcontractor compliance with the security requirements for foreign suppliers. The following security requirements apply to the Contractor and/or any and all subcontractors incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in Annex X [Note: Annex to be confirmed in the subsequent RFP].

1. The Contractor and/or any and all subcontractors must be from a Country within the North Atlantic Treaty Organization (NATO), the European Union (EU) or from a country with which Canada has an international bilateral industrial security instrument. The Industrial Security Program (ISP) has international bilateral industrial security instruments with the countries listed on the following PWGSC website: <http://ssi-iss.tpsgc-pwgsc.gc.ca/gvrnmnt/risi-iisr-eng.html>
2. The Contractor and/or any and all subcontractors must provide proof that they are incorporated or authorized to do business in their jurisdiction.
3. The Contractor and/or any and all subcontractors must at all times during the performance of the Contract be registered with the appropriate government administered supervisory authority responsible for Personal Information in the country(ies) in which it is incorporated or authorized to do business and operate. If the Contractor and/or subcontractor(s) are incorporated or operating in the United States of America, it must be registered in the Safe Harbour Program.
4. The Contractor must provide proof of its, or any and all subcontractors', registration with the applicable supervisory authority to the Contracting Authority and identify the relevant national Privacy Authority. For European Contractors and/or subcontractor(s), this will be the national Data Protection Authority ("DPA").
5. The Contractor and/or any and all subcontractors must at all times protect the Canadian Protected or Personal Information and must, at a minimum, restrict access to the Protected Information to Contractor or subcontractor personnel who:
  - (a) have successfully passed a background check and criminal records check; and
  - (b) have a demonstrated "need-to-know" and require access to the Protected Personal Information to perform the Contract.
6. The Contractor and/or any and all subcontractors must comply with the provisions of the Security Requirements Check List, and security guide (if applicable), attached at "*RFP Annex A*" [Note: Anticipated SRCL for the RFP is included with this ITQ].

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## **8.6 Anticipated Data Sovereignty**

The protection of information, from a privacy and security perspective, is core to the integrity of government programs, which underpins confidence in Canada. All information managed by Canada requires protection, including information published publicly in order to appropriately protect the confidentiality, integrity and availability of the information. EPS will process information up to and including "Protected B" and it is incumbent that the solution incorporates the appropriate controls in order to safeguard the interests of Canada and those of its partners to this level of security. No information above Protected B will be processed by this solution.

Furthermore, security controls, which ensure the confidentiality, integrity and availability of the solution, are imperative requirements for the EPS, as Canadians expect Canada to take all appropriate measures to protect personal and sensitive information.

Therefore, the EPS and infrastructure may be required to be established within the geographic boundaries of Canada. Stringent contractual and technical measures must be put in place to ensure that government information is secured at all times, at rest and in motion, through encryption protection and is only accessed by those authorized to access the infrastructure for those purposes approved by the EPS.

## **ANNEX 1:**

# **HIGH LEVEL REQUIREMENTS**

## **1.0 PWGSC'S ACQUISITIONS PROGRAM BACKGROUND**

Through the Acquisitions Program (AP), Public Work and Government Services Canada (PWGSC) is the Government of Canada's primary procurement service provider offering federal organizations a broad base of procurement solutions such as specialized contracts, standing offers and supply arrangements. The AP's mandate is to provide timely, value added acquisitions and related common services to clients who serve Canadians and the federal government. AP is guided by the principles of fairness, openness, transparency, integrity, and stewardship.

The Program is delivered by the Acquisitions Branch (AB) located in the National Capital Region (NCR), and by five regional offices as well as offices in Washington and Koblenz, Germany. The NCR delivers approximately 80% of AP services while the regions and foreign offices provide the remaining 20%.

PWGSC has the authority to provide acquisition services to all Government of Canada Departments, Departmental Corporations, Agencies, any other government bodies (including all those described in the Financial Administration Act (FAA)), and any other parties for which PWGSC has been authorized to act. Additionally, with the Governor in Council's approval — given on a general or a specific basis — PWGSC may also provide acquisitions services to any other government (such as Canadian provincial, territorial and municipal governments), body (such as health, social and academic bodies) or person in Canada or elsewhere. The AP also provides services to all Canadian and foreign suppliers who are currently doing, or desire to do, business with Canada.

PWGSC's acquisitions services are mandatory for most federal government entities above certain delegated thresholds (generally \$25K for goods and \$2M for services). Some entities, however, have specific contracting authorities (such as Shared Services Canada (SSC) and Canada Revenue Agency (CRA)) that make PWGSC's services optional for their procurement.

There is a potential opportunity to support an enhanced client base within the federal arena not currently served by AP. It is also anticipated longer term that other organizations from within the broader public sector (e.g. provincial, territorial, municipal, academic, social, health, etc.) could find the established model of potential benefit in the procurement of their goods and services.

## **2.0 ACQUISITIONS PROGRAM'S FUNCTION**

AP provides departments and agencies with expert assistance at each stage of the procurement process and offers strategic sourcing services, such as Framework Agreements (referred to by Canada as Standing Offers, Supply Arrangements, and Contracts with Task Authorizations), and other procurement tools that simplify and accelerate the purchase of goods and services for clients and suppliers. It ensures that the government exercises due diligence and maintains the integrity of the procurement process, and exercises its stewardship role by obtaining best value for the Canadian Taxpayer. The AP provides clients with comprehensive services for acquiring commercial, complex and specialized goods and services. Purchases range from office supplies to military ships and everything in-between. The AP assists clients with engaging industry, defining and satisfying their operational requirements, selecting the most effective procurement approach, developing the appropriate evaluation criteria, calling for, receiving and evaluating bids, negotiating contracts, debriefing unsuccessful bidders, and administering contracts.

The AP also develops, implements, and maintains policies, tool kits and standards, provides a broad range of training, seeks out innovative services and alternate forms of service delivery, manages quality assurance, performance review and performance indicators, provides accounting, cost and price analysis, and advice on custom, unique, major and/or complex procurements or projects. A



specific mandate of the AP is to establish and expand partnership relationships with industry associations involved with government procurement.

### **3.0 HIGH LEVEL e-PROCUREMENT SOLUTION (EPS) REQUIREMENT**

Public Works and Government Services Canada (PWGSC) is seeking an e-Procurement Solution (EPS) whereby the service provider will not only be required to deliver an enterprise-wide, commercially available electronic procurement system but also to provide a fully managed service including system configuration, implementation, maintenance, upgrades and operation to ensure Government of Canada's objectives and service level requirements are fully met. The EPS will provide a full range of e-procurement services including but not limited to:

- (a) Sourcing management;
- (b) Procurement management;
- (c) Contract management;
- (d) Business intelligence; and
- (e) Supplier relationship management.

Given the nature of the Government of Canada's technical environment, components of the solution may be required to exist inside Canada's security perimeter and may need to interoperate with common platforms or Enterprise Resource Planning (ERP) systems used by Canada. The Contractor will be required to ensure that the EPS complies with all applicable legislation as well as Government of Canada and PWGSC policies with respect to information security, information systems, web and digital systems, system security, data protection, information management, privacy, and other relevant requirements.

The preliminary EPS scope includes the following and will be refined during the Review and Refine Requirements (RRR) process.

#### **(a) In serving clients the EPS must deliver functionality to:**

- (i) create, submit, receive and adjust client requisitions and associated financial information without paper processes and with minimal double entry;
- (ii) manage and optimize client requirements throughout the procurement lifecycle and support of business planning;
- (iii) collaborate on procurement documents internally and externally with clients and suppliers;
- (iv) enable clients to easily access information/catalogues on goods and services available through PWGSC Framework Agreements and to leverage this information for their procurements without manual re-entry of information;
- (v) support buying rules, contract compliance, catalogue types and workflow associated with PWGSC Framework Agreements invisible to the purchaser;
- (vi) enable clients to access information (such as status) related to services they've requested;
- (vii) enable clients to browse/search functionality; and
- (viii) for individual and aggregation of orders under a Framework Agreement, convert order(s) into a separate solicitation event, following workflows based on catalogue and order attributes (e.g. commodity, value, security, delivery date, user defined, etc) and send the order(s) electronically to the supplier(s), including electronic acknowledgment.

**(b) In managing business the EPS must deliver functionality to:**

- (i) support the creation, publication and management of sourcing events (such as Request for Quote (RFQ), Letter of Interest (LOI), Request for Proposal (RFP), etc) including sourcing events with multiple phases;
- (ii) accept and manage secure, electronic bids from verified suppliers without need for paper submissions;
- (iii) ensure the integrity of the bidding process;
- (iv) build sourcing documents from templates and reference material;
- (v) support the evaluation of mandatory and rated elements of bids;
- (vi) manage bid evaluations and geographically distributed bid evaluation teams associated with sourcing events;
- (vii) create, award and manage contracts throughout the contract lifecycle without paper based processes;
- (viii) manage and route documents with internal and external stakeholders for review, edit and redlining;
- (ix) manage and track multiple versions of documents;
- (x) access active and archived documents associated with contracting, sourcing or procurement events;
- (xi) monitor, evaluate, record, and track contract compliance;
- (xii) document, track, and measure contractor performance, qualification and security;
- (xiii) manage and provide real time historical analysis of team and individual contracting officers workload;
- (xiv) track in real time a requirement status from receipt through the complete lifecycle of the procurement process;
- (xv) assign, approve, and route procurement files to buyers;
- (xvi) manage workflows, routing, and approvals associated with procurement files without paper based processes;
- (xvii) modify processes, workflows, etc. to accommodate changing legislative environment and lessons learned;
- (xviii) authenticate and approve procurement documents without paper process or “blue ink” signatures; and
- (xix) manage the Framework Agreements and the associated catalogues.

**(c) In making better decisions the EPS must deliver functionality to:**

- (i) analyze spend and to identify savings opportunities;
- (ii) manage vendor performance, quality of products and services received and client satisfaction;
- (iii) access relevant Key Performance Indicators (KPIs), contract and supplier information for users based on user profiles;
- (iv) support line item level visibility into spend;
- (v) provide insights into savings opportunities;
- (vi) generate ad hoc report of spend and performance by users;
- (vii) provide insight into who is bidding, winning, and passing on contracts;
- (viii) monitor program compliance and to support the audit of procurement files; and
- (ix) collect, maintain and share corporate knowledge and lessons learned from procurements.

**(d) In reducing barriers for suppliers the EPS must deliver functionality to:**

- (i) allow a single point for suppliers to register in EPS and manage their information (contract history, contact information, qualifications, certifications, etc.) and access relevant services;
- (ii) on-board and verify new suppliers' information;
- (iii) enable self-service management of supplier product lists, price lists, and catalogues;
- (iv) manage supplier performance; and
- (v) Functionality to manage, track, report on and renew supplier qualifications and certifications without Canada's manual intervention.

**(e) In leveraging a whole of government approach the EPS must:**

- (i) Deliver functionality to standardize and centralize master data of supplier, client, spend and procurement information that are compatible, interoperable and can be reutilized across the Government of Canada; and
- (ii) Deliver functionality to facilitate the publication, sharing of information and data, as appropriate, with internal and external stakeholders.

### **3.1 EPS Components**

The EPS includes the following components:

- (a) Portal**
  - Functionality includes: User interfaces to access the solution.
- (b) Sourcing Management**
  - Functionality includes: Planning and approval of procurement activities, tendering (including contract clauses), bidding, evaluation, contract creation and contract award.
- (c) Procurement Management**
  - Functionality includes: Cataloguing, ordering, workflow and services procurement.
- (d) Contract Management**
  - Functionality includes: Requisitions management, workload management, risk management, quality control, clause repository, contract administration, audit and policy support, as well as procurement file management.
- (e) Business Intelligence**
  - Functionality includes: Reporting, analytics, spend, savings tracking, dashboards, and user metrics.
- (f) Supplier Relationship Management**
  - Functionality includes Supplier enablement / on boarding, supplier repository, supplier risk management, performance management and credential management.
- (g) Records Management**
  - Functionality includes: The retention of data, master data management and enterprise content management.
- (h) Security and Privacy**
  - Functionality includes: Compliance with government policies and legislation related to security and privacy.
- (i) User Management**
  - Functionality includes: The creation and management of user access and profiles and interfaces associated with creation of users.

**(j) Service Level Framework**

- Functionality includes: Outlining the incentives for achieving EPS business outcomes.

**(k) Service Management**

- Functionality includes:
  - i. Change management and adoption;
  - ii. Configuration management;
  - iii. Release management;
  - iv. Availability management; and
  - v. Problem and incident management.

**(l) Transitioning**

- Functionality includes:
  - i. Transition-In (including on boarding of users and data migration); and
  - ii. Transition-Out (including continued performance of operational activities during the transition to a new subsequent managed service).

The EPS may also include the following additional components:

**(m) Financial Management**

- Functionality includes: Invoicing, payment and interfaces to departmental financial management systems.

**(n) User Support**

- Functionality includes: User support, training and communications.

**(o) Government Interfaces**

- Functionality includes: Government interfaces that may be required.

### 3.2 Accessing the Service

The EPS must be role based to support the various user communities including but not limited to:

- (a) Management;
- (b) Procurement officers;
- (c) Buyers;
- (d) Suppliers; and
- (e) Public user community.

These users will access the EPS from a desktop/laptop, remote computer, or mobile device and may be located in remote regions and across the globe.

### 3.3 Regulatory Requirements

The EPS must ensure compliance with Canada's procurement regulatory environment, including but not limited to:

- (a) *North American Free Trade Agreement* (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/1/25/5>);
- (b) *Agreement on Internal Trade (AIT)* (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/1/25/15>);
- (c) *World Trade Organizational Agreement on Government Procurement (WTO-AGP)* (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/1/25/10>);
- (d) *Bilateral Trade Agreements* (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/1/25/16>);

- (e) *Comprehensive Land Claims Agreement* (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9/35>);
- (f) *TBS Contracting Policy* (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=14494>);
- (g) *Canadian International Trade Tribunal* (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/1/35/1>);
- (h) *Code of Conduct for Procurement* (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/1/30/25>);
- (i) *Government Contracting Regulations (GCRs)* (<http://laws.justice.gc.ca/eng/regulations/SOR-87-402/>);
- (j) *Financial Administration Act (FAA)* (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>);
- (k) *Department of Public Works and Government Services Act* (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/1/20/1>); and
- (l) *Official Languages Act* (<http://laws-lois.justice.gc.ca/eng/acts/O-3.01/>).

### 3.4 High Level Security Policy and Standards Compliance

**Note to Respondents:** More details regarding the security and privacy requirements will be provided to Qualified Suppliers during the RRR process and finalized in the RFP.

The EPS must comply with Government of Canada security policies and standards.

**Objectives:** Overall, the operational security objectives are expected to ensure:

- (a) that all Government of Canada departmental and personal data is appropriately secured at a level commensurate with its sensitivity and importance;
- (b) that the system security and privacy service is a fully integrated holistic service that demonstrates a layered approach to meeting security and privacy objectives through the domains of physical, personnel, organizational and technical security;
- (c) that the security and privacy service is integrated between Canada, the Contractor and all subcontractors;
- (d) that sufficient security resources are available and maintained on the contract throughout its operation;
- (e) that the security and privacy service incorporates an integrated risk assessment and management approach from which implementation of any and all security or privacy safeguards will be subsequently monitored. This approach is to be integrated between Canada, the Contractor and all subcontractors;
- (f) that Canada has an up-to-date and complete list of equipment in use for delivery of the service;
- (g) that Canada has control over the location of databases, network traffic and data, where there is concern with certain jurisdictions or the laws of a certain jurisdiction;
- (h) the secure processing of Canada's data. The requirements do not address specific safeguards, approaches, or techniques that could become obsolete during the contract period. As network and security technology is changing rapidly, it must be accepted by all parties that specific technical safeguards will likely become obsolete during the contract period and have to be replaced and or upgraded. As such, a Project Authority approved security best practice approach based on ongoing risk assessment must be followed. Specific advice and detail on various technical safeguards and vulnerabilities is available from Communications Security Establishment Canada (CSEC), which shall be considered as the Canadian authoritative source for information on IT Security;

- (i) an ability to deal with unexpected or developing security threats and risks and privacy risks that could compromise Canada's data or the services being delivered by the Contractor;
- (j) that the service is monitored and has functionality to deal with abnormal and unauthorized use of the network; and
- (k) that the Contractor and all subcontractors abide by and are compliant with specific and accepted security best practice standards.

**Policy:** The *Policy on Government Security* (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?section=text&id=16578>) is the overarching security policy instrument to which Canada must comply. It is supported or referenced by standards including but not limited to:

- (a) Operational Security - Management of Information Technology Security (MITS);
- (b) Electronic Documents and Records Management Solutions (EDRMS);
- (c) Identity and Credential Assurance;
- (d) Metadata;
- (e) Optimizing Websites and Applications for Mobile Devices; and
- (f) Privacy and Web Analytics.

**Standard:** In accordance with the *Management of Information Technology Security (MITS) Operational Security Standard* (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12328>), all systems must be assessed and authorized prior to operation. All supporting documents necessary to accomplish such a task must be provided to Canada by Contractor.

### 3.5 Hosting EPS

**Note to Respondents:** At this time, Canada has not finalized the security requirements and whether the EPS will be hosted within the Shared Service Canada (SSC) infrastructure or whether the EPS will be required to be hosted and operated by the Contractor. Canada's hosting requirements will be finalized in the RFP, and consultations will occur with Qualified Suppliers during the RRR process.

Connectivity between the Government of Canada's network and the EPS must comply with Shared Services Canada (SSC) standards and must protect the confidentiality, availability and integrity of the connections and data.

SSC is mandated to provide infrastructure services to other federal government departments, including PWGSC. This includes services related to email, data centres and networks. The vision for Government of Canada's IT services includes deploying new services in a virtualized infrastructure under a Software as a Service (SaaS)/cloud computing model. More information about their mandate and plans can be found in their *Integrated Business Plan 2013-2014* (<http://www.ssc-spc.gc.ca/pages/ibp-pai-2013-2014-eng.html>) and their Government Technology Exhibition and Conference (GTEC) 2013 presentation, *Increase Value of IT Services Through Application Portfolio Management* (<http://my.presentations.techweb.com/events/gtec/ottawa/2013/concurrent-sessions---sance-simultane>).

### 3.6 Interoperability with Other Systems

Canada is rationalizing and standardizing its systems. Enterprise resource planning system selection is governed by the *Standard on Enterprise Resource Planning Systems* (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=25687&section=text>) which names PeopleSoft and SAP as targeted platforms. The EPS may need to integrate and interoperate with current and future systems deployed by Canada including but not limited to:

- (a) Financial: SAP ECC 6;
- (b) Human Resources : PeopleSoft 9.1;
- (c) Customer Relationship Management (CRM): Microsoft Dynamics 2011;
- (d) Business Intelligence: SAP Business Objects and Cognos BI; and
- (e) Document Management: GCDOCS/OpenText ECM suite.

### **3.7 Web Compliance**

The EPS must comply with the Government of Canada's standards established by the Treasury Board, which at a minimum include:

- (a) *Standard of Web Accessibility* (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=23601>); and
- (b) *Standard on Web Usability* (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=24227>).



**ANNEX 2:**  
**ANTICIPATED, HIGH LEVEL, REVIEW AND REFINE**  
**REQUIREMENTS (RRR) PROCESS**



## **1.0 REVIEW AND REFINE REQUIREMENTS (RRR)**

In accordance with ITQ Part 7.B. section 7.3 RRR Process Overview, ITQ Responsive Suppliers will be invited to provide comments and suggestions that may assist Canada in refining the e-Procurement Solution (EPS) requirements in preparation for the anticipated Request for Proposal (RFP).

ITQ Responsive Suppliers will have an opportunity to enhance their understanding of the EPS requirements through this process, and will be requested to review preliminary RFP content in a fair and transparent manner. PWGSC may then refine the RFP content based on supplier feedback.

Canada will provide the ITQ Responsive Suppliers with preliminary RFP requirements and request that they provide comments, suggestions, and/or identify areas that require additional clarification from Canada through the process as set out in the detailed materials that will be provided to ITQ Responsive Suppliers. Canada will require a significant commitment from ITQ Responsive Suppliers during the RRR process, both in terms of time and resources. Canada may request input for topics, such as, but not limited to:

- (a) Business, functional, architectural, security, service delivery and technical requirements of the EPS;
- (b) Transition planning requirements, to ensure that PWGSC and its partners can seamlessly convert to the new EPS;
- (c) Security Assessment and Authorization requirements applicable to the design, implementation and operations of the service, in accordance with government standards and guidelines;
- (d) Service levels, Key Performance Indicators (KPI,s) and reporting requirements for service management;
- (e) RFP evaluation criteria; and
- (f) RFP terms and conditions, pricing structure, resulting Contract Clauses, etc.

## **2.0 ANTICIPATED, HIGH LEVEL, RRR APPROACH AND PROCESS**

Prior to the commencement of the RRR process, Canada will provide the ITQ Responsive Suppliers with a detailed RRR process document. It is anticipated that the RRR process will involve, but not be limited to, the following:

- (a) Kick-off meeting with all ITQ Responsive Suppliers to review the structure and overview of the preliminary RFP content and the RRR process;
- (b) RRR period of 3 to 6 months;
- (c) Written feedback will be solicited from ITQ Responsive Suppliers; and
- (d) Collaborative workshops will be held with ITQ Responsive Suppliers to review and clarify requirements.

It is anticipated that the RRR process will include two review phases of preliminary RFP documents. Within each review phase, Canada will separate preliminary RFP documents into streams; Canada will submit streams to ITQ Responsive Suppliers for review; and ITQ Responsive Suppliers will provide electronic feedback on the streams to Canada (refer to section **2.1 Anticipated RRR Streams**). Once the streams for each review phase have been completed, Canada will meet with ITQ Responsive Suppliers through workshop(s) as depicted in **Figure 1 – Review and Refine Requirements Process**.

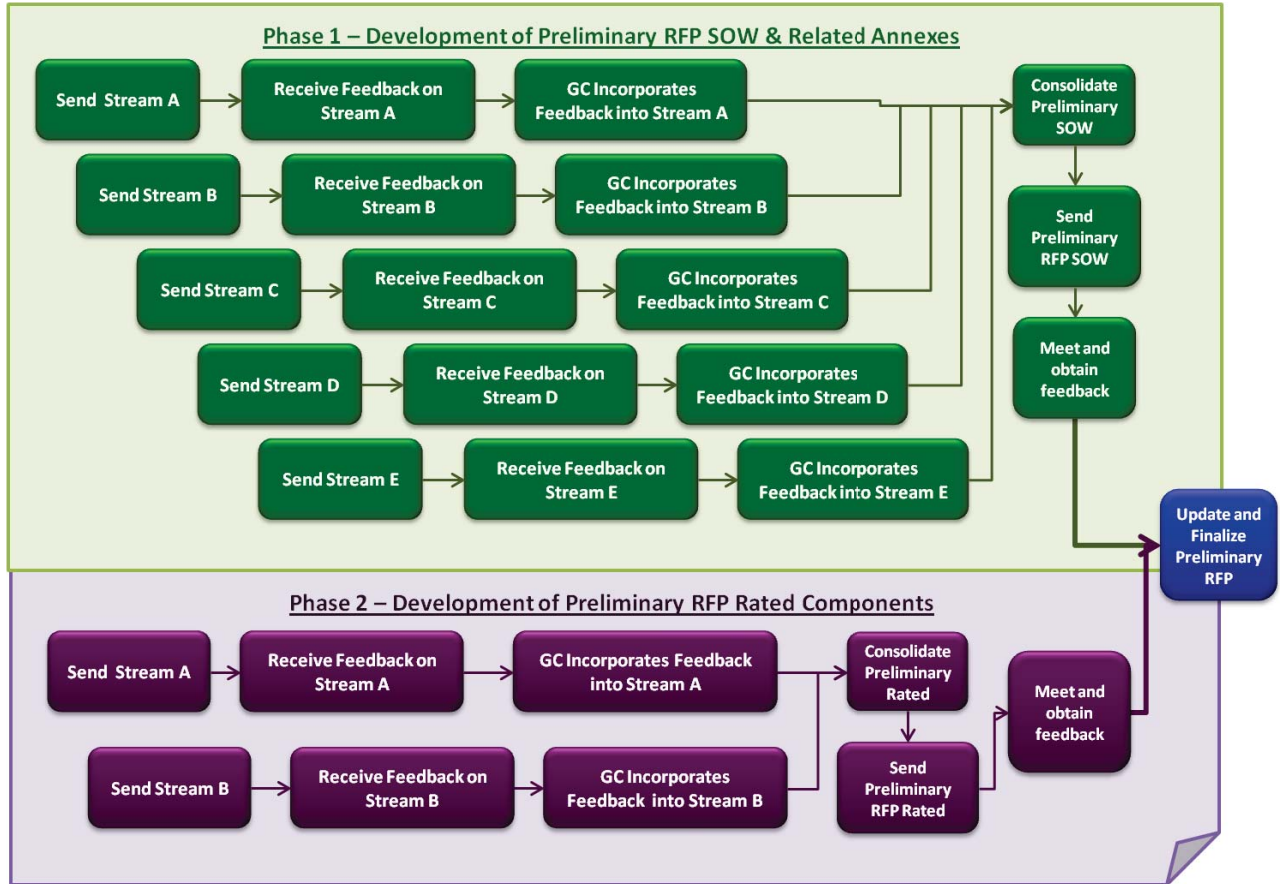


Figure 1 – Review and Refine Requirements Process

## 2.1 Anticipated RRR Streams

The following are the anticipated streams for each phase of the RRR process. It is anticipated that ITQ Responsive Suppliers will be provided a period of 2 weeks per stream to review and provide their feedback electronically.

**Note to Respondents:** The title and numbering of the preliminary RFP Sections may change during the RRR process and prior to the anticipated RFP release.

Phase	Stream	Preliminary RFP Section
<b>Phase 1 – Development of RFP Statement of Work (SOW) &amp; Related Annexes</b>	Stream A	Annex 1– SOW: Section A – General Requirement
		Annex 1 - SOW: Section B – Portal
		Annex 1 - SOW: Section K – User Management
		Annex 7 – Government Acts and Policy References
		Annex 8 – Glossary
		Annex 9 – Acronyms
		Attachment 6 –Business Process Maps

Phase	Stream	Preliminary RFP Section
	Stream B	Annex 1 - SOW: Section C – Sourcing Management
		Annex 1 - SOW: Section D – Procurement Management
		Annex 1 - SOW: Section E – Service Management
		Annex 1 - SOW: Section F - Contract Management
	Stream C	Annex 1 - SOW: Section H – Business Intelligence
		Annex 1 - SOW: Section I – Supplier Relationship Management
		Annex 1 - SOW: Section J – Records Management
	Stream D	RFP Terms and Conditions
		RFP Resulting Contract Clauses
		Annex 2 - Security and Privacy
		Annex 1 - SOW: Section G – Financial Management
		Annex 1 - SOW: Section L – Service Management
		Annex 1 - SOW: Section M – Transitioning
		Annex 5 – Government Interfaces
		Annex 6 - Internal Credential and Access Management (ICAM)
	Stream E	Annex 4 – Service Level Framework
		Annex 3 – Price Schedule
		Annex 10 – Optional Services
<b>Phase 2 – Development of RFP Rated Components</b>	Stream A	Attachment 1 – Evaluation Methodology
		Attachment 2 – Mandatory Evaluation Criteria
		Form 3 – Preliminary Concept of Operations
		Form 4 – Preliminary Privacy Management Plan
		Attachment 3 – Point Rated Evaluation Criteria
	Stream B	Attachment 4 – Product Demonstration
		Form 1 – Product Demonstration – Bidder’s Response
		Attachment 5 – Usability Assessment
		Form 2 – Usability Assessment – Bidder’s Information

## **ANNEX 3:**

## **GLOSSARY OF TERMS**

## 1.0 GLOSSARY OF TERMS

This Annex outlines the terminology employed throughout the ITQ but not already defined or interpreted in the ITQ; the Standard Acquisitions Clauses and Conditions (SACC) Manual 2003 Standard Conditions; and the SACC Manual 2035 General Conditions.

### 1.1 Terminology

**Buyer:** The organisational role of an individual whose responsibility involves acquiring goods and/or services on behalf of themselves or others.

**Commodity:** Raw materials, perishable goods, fabricated articles, items of production or supply utilized in everyday endeavors, and which are identified by contents, physical nature or characteristics.

**Department or Agency:** A government entity, a department, an agency or a crown corporation as defined in the Financial Administration Act.

**Departmental Financial Management Systems (DFMS):** A system whose primary objectives are to demonstrate compliance by the government with the financial authorities granted by Parliament, comply with the government's accounting policies, inform the public through departmental financial statements, provide financial and materiel information for management and control, provide information for economic analysis and policy formulation, meet central agency reporting requirements and provide a basis for audit.

**Framework Agreement:** A general term for an agreement, or other arrangement, with a supplier(s), that establish terms and conditions under which specific purchases can be made throughout the term of the agreement. Referred to by Canada as: standing offers, supply arrangements, and contracts with task authorizations.

**Managed Service:** An electronic service configured, implemented, operated and managed by the service provider, including the supporting software, infrastructure, upgrades, maintenance and support.

**Mobile devices:** An easily transportable electronic device capable of wirelessly receiving and transmitting electronic data. Examples include laptop computers, personal digital assistants (PDAs), mobile phones, and smart phones.

**Role Based Access:** The business rule of regulating system access to users according to their assigned user roles or rights.

**Standing Offer:** An offer from a supplier to provide goods and/or services to clients at pre-arranged prices or pricing basis and under set terms and conditions for a specified period on an as-and-when requested basis. A separate contract is entered into each time a call-up is made against a standing offer. When a call-up is made, the terms and conditions are already in place and acceptance by Canada if the supplier's offer is unconditional. Canada's liability is limited to the actual value of the call-ups made within the period specified in the standing offer.

**Supply Arrangement:** A non-binding agreement between Canada and a supplier who is pre-qualified to provide goods or services to the Government of Canada.

**Service Provider:** An organization supplying services to one or more external customers.

## **ANNEX 4:** **ACRONYMS**

## 1.0 ACRONYMS

This Annex outlines the acronyms employed throughout the ITQ and is complementary to the terms and conditions within this ITQ.

**ADP:** Acquisitions Digital Program

**AP:** Acquisitions Program

**APT:** Acquisition Program Transformation

**CSEC:** Communications Security Establishment Canada

**DFMS:** Departmental Financial Management Systems

**EDRMS:** Electronic Documents and Records Management Solutions

**EPS:** e-Procurement Solution

**FAA:** Financial Administration Act

**GCWD:** Government of Canada Working Days

**GETS:** Government Electronic Tendering Service

**GSIN:** Goods and Services Identification Number

**ITQ:** Invitation to Qualify

**KPI:** Key Performance Indicators

**LOI:** Letter of Interest

**MITS:** Management of Information Technology Security

**PWGSC:** Public Works and Government Services Canada

**RFP:** Request for Proposal

**RFQ:** Request for Quotation

**RRR:** Review and Refine Requirements

**SA:** Supply Arrangement

**SACC:** Standard Acquisition Clauses and Conditions

**SO:** Standing Offer

**SSC:** Shared Services Canada

**TSCG:** Technology Supply Chain Guidelines

**UNSPSC:** United Nations Standard Products and Services Code

**ANNEX 5:**  
**NON-DISCLOSURE AGREEMENT (NDA)**



## **NON-DISCLOSURE AGREEMENT (NDA)**

Canada, as represented by the Minister of Public Works Government Services Canada ("**we**", "**us**" or "**Canada**") is currently engaged in procuring services of a private sector contractor to provide an e-Procurement Solution (EPS) (File Number: EN578-131350). As part of the related procurement process, we desire to share information with \_\_\_\_\_ (name of "**RRR Participant**") in order to facilitate your participation in the Review and Refine Requirements (RRR) process. Capitalized terms used in this Non-Disclosure Agreement (NDA) and not otherwise defined herein shall have the respective meanings ascribed to them in the ITQ.

As part of the RRR process, you may receive information in connection with or relevant to the preliminary RFP and the procurement process generally, that is non-public or proprietary in nature, including (a) any such information that may have been provided previously to you by us, or on our behalf by a third party, (b) any such information learned by you from employees or agents of Canada, relates to the procurement process generally, or (c) third party confidential information disclosed to you by Canada or other RRR Participants and all such information, whether provided orally or in writing and in whatever medium, is collectively referred to as the "**Information**". All Information furnished to you must be treated by you as set forth below unless we otherwise consent in writing.

For greater certainty, the content of any discussions between you and other RRR Participants, relating to EPS, regarding any analysis, compilations, data, studies or other documents or records prepared by you containing or based, in whole or in part, upon any Information furnished to you shall, in each case, be deemed to be Information and subject to the terms of this NDA.

In consideration of the mutual covenants contained herein, the RRR Participant hereto agrees as follows:

### **1. Acceptance of the Terms of Engagement**

By signing this NDA you agree to be bound by the Terms of Engagement in Part 7 of the ITQ.

### **2. Confidentiality Obligation**

(a) Subject to paragraph 4 below, the Information:

- (i) must be kept strictly confidential by you and must not, without our prior written consent, be disclosed by you to any other person directly or indirectly, in whole or in part; and
- (ii) must not be used by you directly or indirectly for any purpose other than to participate in the RRR process and, if applicable any other use permitted by this NDA.

- (b) You agree to restrict access to the Information and to transmit the Information only to individuals who need to know the Information for the purposes set out in paragraph 2(a)(ii), who are informed of the nature of the Information, and who have signed this NDA.

### **3. Non-Disclosure of Discussions**

Without our prior written consent, you must not disclose to any other person (i) the content of discussions between you, other RRR Participant(s) (if applicable) and Canada relating to the procurement process generally, including the RRR process and (ii) the name of any other RRR Participant(s) (if applicable).

### **4. Obligations with respect to Information and Discussions**

You acknowledge that we do not hereby make any representation or warranty as to the accuracy or completeness of the Information and that we are under no obligation to update the Information or to correct any errors or inaccuracies in, or omissions from, any Information provided to you. You further agree that we shall not have any liability, direct or indirect, to you as a result of the use of the Information by you.

### **5. Effective Date of Agreement**

This NDA shall be executed and become effective on the last date it is signed by the RRR Participant as indicated below, and shall remain in effect through the RRR process until the RFP is released.

### **6. Miscellaneous**

- a) This NDA shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The RRR Participant hereby irrevocably attorns to the jurisdiction of the Federal Court of Canada with respect to any matter relating to this NDA.
- b) This NDA may be validly executed by email transmission and in any number of counterparts, all of which taken together shall constitute one and the same NDA and each of which shall constitute an original.

1. RRR Participant Name:	
2. Title:	
3. Company:	
4. Current telephone number:	
5. Current email address:	
6. RRR Participant signature:	
7. Date:	

**ATTACHMENT 1 TO PART 4:**  
**MANDATORY EVALUATION CRITERIA**

## 1.0 MANDATORY EVALUATION CRITERIA

Respondents must meet all of the mandatory requirements in this attachment. In accordance with Part 4 - Evaluation Procedures and Basis of Qualification of the ITQ, Canada may contact the client contact for the referenced project(s) to validate Respondent's responses.

### 1.1 Substantiation of Technical Compliance – Mandatory Evaluation Criteria

- 1.1.1 Respondents must respond to the corresponding mandatory requirements by providing a description explaining, demonstrating, substantiating and justifying their qualifications. Respondents are requested to utilize the unique number and associated title of each mandatory requirement in their responses. Respondents are requested to indicate where their mandatory requirement is met by entering the location (e.g. volume/binder number, page number, etc.) in the "Cross Reference to Response" column. Respondent's responses to the mandatory requirements will be evaluated as either "Met" or "Not Met". A "Not Met" will result in the response being deemed non-responsive.
- 1.1.2 Respondents are requested to submit **"Form 2 – Project Reference Check Form"**, for each project claimed in response to corresponding mandatory requirement(s).
- 1.1.3 Respondents should only provide the required reference project(s) as indicated in each mandatory requirement. If more than the required number of reference project(s) is provided, the Respondents will be required to clarify which reference project(s) apply to corresponding mandatory requirement(s).
- 1.1.4 Please refer to **"Annex 3 – Glossary of Terms"** to assist with responding to the mandatory requirements.

REQ #	Mandatory Requirement	Cross Reference to Response
M1	<p><b>Primary e-Procurement Managed Service Experience</b></p> <p>The Respondent must demonstrate e-procurement managed service experience, on one project, whereby:</p> <ul style="list-style-type: none"> <li>(a) The Respondent was the lead service provider for the configuration, implementation and operation of the project;</li> <li>(b) The Respondent must have operated the e-procurement managed service for a minimum duration of 12 consecutive months;</li> <li>(c) The Respondent's work on the project must have started after December 31, 2004 and the project implementation must have been completed before January 1, 2015;</li> <li>(d) The e-procurement managed service must have had a minimum of 25,000 users from a variety of roles;</li> <li>(e) A minimum of \$1,000,000,000 (CAD, foreign currency will be based on the Bank of Canada daily noon exchange rate of January 30, 2015) in contract value must have been processed through the e-procurement managed service annually (any one-year period); and</li> <li>(f) The project must have included the following components, including at minimum one of the functionalities of each component as described in section <b>"3.1 of Annex 1 – High Level Requirements"</b>: <ul style="list-style-type: none"> <li>(i) Portal;</li> <li>(ii) Sourcing Management;</li> </ul> </li> </ul>	

REQ #	Mandatory Requirement	Cross Reference to Response
	<ul style="list-style-type: none"> <li>(iii) Procurement Management;</li> <li>(iv) Contract Management;</li> <li>(v) Business Intelligence;</li> <li>(vi) Supplier Relationship Management;</li> <li>(vii) Records Management; and</li> <li>(viii) User Management.</li> </ul>	
<b>M2</b>	<p><b>Secondary e-Procurement Managed Service Experience</b></p> <p>The Respondent must demonstrate e-procurement managed service experience, on one project in addition to the project demonstrated in response to M1, whereby:</p> <ul style="list-style-type: none"> <li>(a) The Respondent was the lead service provider for the configuration, implementation and operation of the project;</li> <li>(b) The Respondent must have operated the e-procurement managed service for a minimum duration of 12 consecutive months;</li> <li>(c) The Respondent's work on the project must have started after December 31, 2004 and the project implementation must have been completed before January 1, 2015;</li> <li>(d) The e-procurement managed service must have had a minimum of 10,000 users from a variety of roles;</li> <li>(e) A minimum of \$500,000,000 (CAD, foreign currency will be based on the Bank of Canada daily noon exchange rate of January 30, 2015) in contract value must have been processed through the e-procurement managed service annually (any one-year period); and</li> <li>(f) The project must have included the following components, including at minimum one of the functionalities of each component as described in section "3.1 of Annex 1 – High Level Requirements": <ul style="list-style-type: none"> <li>(i) Portal;</li> <li>(ii) Sourcing Management;</li> <li>(iii) Procurement Management;</li> <li>(iv) Contract Management;</li> <li>(v) Business Intelligence;</li> <li>(vi) Supplier Relationship Management;</li> <li>(vii) Records Management; and</li> <li>(viii) User Management.</li> </ul> </li> </ul>	
<b>M3</b>	<p><b>General Managed Service Experience</b></p> <p>The Respondent must demonstrate managed service experience, on one project in addition to the projects demonstrated in response to M1 and M2, whereby:</p> <ul style="list-style-type: none"> <li>(a) The Respondent was the lead service provider for the configuration, implementation and operation of the project;</li> <li>(b) The Respondent must have operated the managed service for a minimum duration of 12 consecutive months;</li> <li>(c) The Respondent's work on the project must have started after December 31, 2004 and the project implementation must have been completed before January 1, 2015;</li> <li>(d) The managed service must have had a minimum of 10,000 users from a variety of roles;</li> <li>(e) A minimum of 50,000 transactions must have been processed through</li> </ul>	

REQ #	Mandatory Requirement	Cross Reference to Response
	<p>the managed service annually (any one-year period); and</p> <p>(f) The project must have included the following components, including at minimum one of the functionalities of each component as described in section <b>“3.1 of Annex 1 – High Level Requirements”</b>:</p> <ul style="list-style-type: none"><li>(i) Portal;</li><li>(ii) User Management; and</li><li>(iii) Service Management.</li></ul>	

**FORM 1:**  
**ITQ SUBMISISON FORM**

## 1.0 ITQ Submission Form

#	Response
	Respondent's full legal name
(a)	
	Respondent's Procurement Business Number
(b)	
	Authorized Representative of Respondent for evaluation purposes (e.g. clarifications)
(c)	Name:
	Title:
	Address:
	Telephone #:
	Email:
If submitting a response to the ITQ as a joint venture, the Respondent must provide the joint venture member's full legal name and address [ <i>Respondent to add more rows if more than two joint venture members</i> ]	
(d)	Joint venture member full legal name:
	Joint venture member address:
(e)	Joint venture member full legal name:
	Joint venture member address:
Canada's Official Language in which the Respondent will communicate with Canada during the Review and Refine Requirements (RRR) process - indicate either English or French	
(f)	<input type="checkbox"/> English <input type="checkbox"/> French
<b>ITQ Submission Requirements</b> It is the Respondents sole responsibility to ensure their response addresses all requirements outlined in the ITQ.	



Respondent Authorization	
(g)	Name:
	Address:
	Email:
	Signature of authorized representative of Respondent
	Phone:
Date:	
If submitting a response to the ITQ as a joint venture, the Respondent must complete section (h) below. [Respondent to add more rows if more than two joint venture members]	
(h)	Name:
	Address:
	Email:
	Signature of authorized representative of Respondent:
	Phone:
Date:	

**FORM 2:**  
**PROJECT REFERENCE CHECK FORM**

## 1.0 PROJECT REFERENCE CHECK FORM

### Instructions to Respondents:

- (a) Respondents are requested to submit a Project Reference Check Form for each project referenced in response to each mandatory requirement in Attachment 1 to Part 4 of the ITQ.
- (b) If the information requested in this form is not provided with the Respondents' ITQ response it must be provided upon request by the Contracting Authority within the timeframe identified in the request.
- (c) Canada may contact the client contact, provided for the referenced project, to validate the information provided.

#	Response		
(a)	Mandatory Requirement Number (from Attachment 1 to Part 4)		
(b)	Respondent Full Legal Name (if the Respondent is a joint venture, the full legal name of the joint venture member for the referenced project)		
(c)	Description of the referenced project		
(d)	Name of client organization for the referenced project		
(e)	Name of client contact for the referenced project		
(f)	Client organization and client contact affiliation with the Respondent (or joint venture member)		
	Please indicate accordingly	Are Not Affiliated	Are Affiliated
(g)	Name of organization the client contact is currently working for (if the client contact is no longer working for the client organization identified for the referenced project)		
(h)	Title of client contact (while working on the referenced project)		
(i)	Current telephone number of client contact		
(j)	Current e-mail address of the client contact		
(k)	Role of the client contact in the referenced project		

**RFP ANNEX A:**  
**ANTICIPATED SECURITY REQUIREMENTS CHECK LIST**  
**(SRCL)**