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## SOLICITATION AMENDMENT

## MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

### Comments - Commentaires

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Informatics Professional Services - EL  
Division/Services professionnels en informatique -  
division EL  
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Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> CARM Solution - Solution GCRA	
<b>Solicitation No. - N° de l'invitation</b> 47064-165038/B	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> 1000325038	<b>Date</b> 2015-11-27
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$SEL-627-29532	
<b>File No. - N° de dossier</b> 627el.47064-165038	<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 2015-12-14</b>	
<b>Time Zone</b> Fuseau horaire 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> Aubin, Marc A.	<b>Buyer Id - Id de l'acheteur</b> 627el
<b>Telephone No. - N° de téléphone</b> (819) 956-1436 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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>

This LOI is simply intended to solicit feedback from industry with respect to matters described in this LOI. Suppliers are requested to provide their comments, concerns, and where applicable, alternative recommendations, to the attached written questions (Annex A) and the attached draft ITQ (Annex B). Suppliers should explain any assumptions they make in their response. Feedback received will not be evaluated or shared through an amendment to this LOI. Responses may be used by Canada to develop or modify the procurement strategy or any draft documents contained in the LOI. Canada may, in its discretion, review responses received after the LOI closing date.

The draft ITQ remains a work in progress and suppliers should not assume that new clauses or requirements will not be added to the ITQ that will be ultimately published. Nor should suppliers assume that none of the clauses or requirements will be deleted or revised.

This LOI also provides the answers to the questions received during the one-on-one meetings (See attached hereto).

The Responses and/or feedback must be submitted to the following e-mail address [TPSGC.gcraprojet-projectcarm.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.gcraprojet-projectcarm.PWGSC@tpsgc-pwgsc.gc.ca) no later than 2:00 PM Eastern Standard Time on December 14, 2015.

Answers to the questions received during the one-on-one meetings

(Attached hereto)

## Annex A

### Questions for the ITQ

- 1) Through this ITQ, Canada is seeking to only qualify suppliers who expect to become prime bidders for the resulting RFP. Do you see any barriers in the ITQ that would unduly disqualify capable prime suppliers?
- 2) To respond to a solicitation, different suppliers teaming arrangements can be established. Canada is considering not allowing joint venture to become a Qualified Respondent. Would you consider this as a barrier for bidding on this ITQ?
- 3) Would the experience of the Bidders legal entity be sufficient to meet all of the mandatory evaluation criteria detailed at attachment 1 to Part 6? Do you believe that the experience of affiliates should be accepted for some evaluation criteria? If so, which ones?
- 4) If you have responded in the affirmative to question 3), could you provide a suitable definition of affiliates and explain how the Crown will directly benefit from the experience of the affiliates? Could you also provide ideas on how Canada can structure the ITQ and resulting RFP in order to directly benefit from any possible affiliated arrangement?
- 5) Do you have any other comments on this Draft ITQ?

Annex B

Draft Invitation to Qualify (ITQ)

(Attached hereto)

Questions received during the one-on-one meetings or following the one-on-one meetings		Answers
Can you please tell us how many one-on-one sessions with vendors has Canada conducted?		13 one-on-one sessions have taken place.
Was the CBSA ARL competed?		Yes it was competed.
Knowing that the CBSA ARL requirement is handled by Deloitte, how will Canada prevent them or any other incumbent from obtaining any unfair advantage?		<p>In January 2015, Deloitte competitively won the ARL requirement and is currently implementing the requested solution for the CBSA. since starting the ARL contract, Deloitte has not been involved in the planning or requirement activities for any aspects of the CARM project related to this procurement and Canada has purposely segregated Deloitte physically, procedurally and electronically from all aspects of the CARM project except ARL in order to prevent any unfair advantage.</p> <p>Canada considers that the experience acquired by an incumbent who is providing or has provided services on any CBSA software application will not, in and of itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. In order to be transparent, Canada will make available all relevant materials relating to the functionality and architecture of incumbent solutions. Such information will be provided to all ITQ Responsive Suppliers during the RRR phase of this procurement.</p>
Can CBSA indicate how much data would need to be migrated to the CARM solution?		We expect that this will be provided during the RRR phase.
Will a requirement of CARM be a centralize registration?		Please refer to the CARM Functional Overview of LOI/A for the current thinking of the CARM capabilities. Further information will also be provided in future phases of this procurement process.
Will some capabilities, to be found in the ARL, also be included in the CARM?		ARL is release 1 of CARM and therefore all functionality in ARL will be included in the eventual CARM solution.
Does CBSA envision a portal expansion?		Please refer to the CARM Functional Overview of LOI/A for the current thinking of the CARM capabilities. Further information will also be provided in future phases of this procurement process.
Is CBSA open to open source software?		Technology requirements and standards have not yet been finalized.
Please explain the roles of CBSA during the CARM implementation phase?		Please refer to slide 31 of the Industry Day Presentation under LOI/A.
Is CBSA opened to other messaging solutions?		We expect that this will be addressed during the RRR phase.
Is CBSA open to offshore development for portions of the solution?		This requirement is presently under review and is expected to be addressed in the ITQ.
Can CBSA provide the names of the CBSA trade chain partners?		Trade Chain Partners are all organizations and/or persons involved in moving a product or service from supplier to customer such as carriers, importers, freight forwarders, warehouse operators, agents and third-party service providers. Lists can be obtained through various societies and associations affiliated with these industries.

Will the CARM solution include a risk management capability? Is business to business a capability that CBSA is looking for?	We expect that this will be addressed during the RRR phase. Please refer to the CARM Functional Overview of LOI/A for the current thinking of the CARM capabilities. Further information will also be provided in future phases of this procurement process.
Are the dates published in the LOI still applicable for the next step?	We now expect that the draft ITQ will be issued in November or December and the ITQ to be released shortly thereafter.
How much detail does CBSA currently have regarding requirements for each CARM capability?	We expect that this will be addressed in the RRR phase.
Could you please list the document types that are expected to transact electronically with your trading partner community?	We expect that this will be addressed during the RRR phase.
Could you please provide the end- to-end transaction process for each of the key processes that will be included in the CBSA CARM environment including workflow and back end system integration (i.e. SAP) requirements?	We expect that this will be addressed during the RRR phase.
What is the general breakdown of your trading partners? ( i.e foreign Governments, Commercial organizations, Banks etc. by location)?	We expect that this will be addressed during the RRR phase.
What is the general estimate of the number of trading partners that you envision transacting with via machine to machine/EDI, Web to EDI, Fax/email to EDI?	We expect that this will be addressed during the RRR phase.
What is the estimated number of electronic transactions annually?	We expect that this will be addressed during the RRR phase.
Are there any best practice country models you are leaning toward replicating? If so, please identify which these are.	We are not focused on following any particular country model.
What parts of the transactions, assuming international transactions, are considered persistent data? Where is CBSA at in terms of transformation?	We expect that this will be addressed during the RRR phase. Please see slides 20-32 of the Industry Day Presentation under LOI/A for the CBSA's high level strategy for transformation in the CARM project.
When do you expect to publish the RFP?	As presented during the Industry Day, we are currently planning on issuing the RFP in spring 2016.
What does CBSA currently envision for the basis of payment?	We expect that this will be addressed during the RRR phase.
Will trade chain partners need access to the CARM solution?	Yes.
Do trade chain partners have data?	Yes.
When will the first build be completed?	We expect that this will be addressed during the RRR phase.
Will the Annex E signed off under LOI/A still be valid for LOI/B?	Yes it remains valid for LOI/B.

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**DRAFT INVITATION TO QUALIFY (ITQ)**  
**CBSA Assessment and Revenue Management (CARM) Project**  
**FOR**  
**Canada Border Services Agency (CBSA)**

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**Annexes:**

**Annex A: ITQ Submission Form**

**Annex B: ITQ Reference Project Form**

**Annex C: Federal Contractors Program for Employment Equity – Certification**

**Annex D: Non-Disclosure Agreement (NDA)**

**Annex E: CARM Overview and SOW (Draft)**

**Annex F: Glossary of terms**

**Attachment:**

**Attachment 1 to Part 6: Mandatory Evaluation Criteria**

**Form:**

**Form 1 – Declaration Form**

**DRAFT INVITATION TO QUALIFY (ITQ)**

**CBSA Assessment and Revenue Management (CARM) Project**

**FOR**

**Canada Border Services Agency (CBSA)**

**PART 1 - GENERAL INFORMATION**

**1.1 Parts of the ITQ**

This ITQ is divided into eight parts plus attachments, annexes and form, as follows:

- Part 1 **General Information:** provides a general description of the requirement;
- Part 2 **Respondent Instructions:** provides the instructions, clauses and conditions applicable to this ITQ;
- Part 3 **Procurement Process:** provides an overview of the phases of the procurement process;
- Part 4 **Response Preparation Instructions:** provides suppliers with instructions on how to prepare their response;
- Part 5 **Security Requirement:** includes information on the security clearances that are required by Canada at certain phases of the procurement process;
- Part 6 **Evaluation Procedures and Basis of Qualification:** indicates how the responses will be evaluated and the basis of qualification;
- Part 7 **Certifications:** includes the certifications to be provided; and
- Part 8 **A. Resulting RRR Process Terms of Engagement:** includes the Terms of Engagement applicable during the RRR Process.
- B. Review and Refined Requirement (RRR) Process:** includes high level information regarding the RRR process.

Refer to the Table of Contents for the list of annexes, attachment and form.

**1.2 Introduction**

- 1.2.1 This Invitation to Qualify (ITQ) is neither a Request for Proposal (RFP) nor a solicitation of bids or tenders and is intended only to pre-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)'). No Contract will result from this ITQ.
- 1.2.2 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.

- 1.2.3 ITQ Responsive Suppliers may choose not to bid on the RFP subsequent to the RRR process.
- 1.2.4 Canada reserves the right to cancel this procurement at any time during the ITQ phase or any other phase of the procurement process. Given that this ITQ may be cancelled by Canada in part or in its entirety, it may not result in any of the subsequent procurement processes described in the solicitation. Respondents may withdraw from the ITQ process at any time.
- 1.2.5 This ITQ represents the second phase of the smart procurement process for the CARM Project. An overview of the procurement process can be found in Part 3 – Procurement Process.
- 1.2.6 Respondents who meet all mandatory ITQ requirements will qualify to proceed to the subsequent phases of the procurement process.
- 1.2.7 The purpose of this ITQ is to invite all suppliers capable of meeting the requirement of this ITQ to submit responses to Canada for evaluation in an attempt to become an ITQ Responsive Supplier. Respondents who do not successfully qualify at the ITQ Phase will not be able to participate in subsequent procurement phases for the CARM project.

### **1.3 Terminology**

- 1.3.1 All elements of this document that are mandatory are identified by “must” or “mandatory”. To successfully qualify for further phases of the procurement, the Responses must meet all the mandatory requirements of the ITQ.
- 1.3.2 The use of the phrase “is requested to” or “should” indicates that it is preferred but not mandatory, that the Respondents comply with the instructions provided.

### **1.4 National Security Exception**

- 1.4.1 The procurement of the CARM project is subject to a National Security Exception and, as a result, none of the trade agreements apply to this procurement.

### **1.5 Conflict of Interest – Unfair Advantage**

- 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 2015-07-03) and Conflict of Interest provisions of SACC 2035, General Condition – Higher Complexity – Services (dated 2015-07-03) available on the PWGSC Website <https://buyandsell.gc.ca/policy-andguidelines/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 Canada has engaged the assistance of the following private sector contractors who have provided services in preparing strategies and documentation related to this procurement process, including the following:

Contractors:

BP & M Government IM & IT Consulting Inc.  
Communication specialist  
EMERION  
Ernst and Young LLP  
Forrester  
Gartner

Ibiska telecom Inc.  
Interis Consulting Inc.  
Lumina IT Inc.  
MDOS Consulting Inc.  
NavPoint Consulting Group Inc.  
Nisha Technologies  
Performance Management Network Inc.  
PWC  
S.I. Systems  
Strategic Relationships Solutions Inc.  
TPG Technology Consulting Ltd.  
Veritaaq Technology House Inc.

- 1.5.3 The experience acquired by a Respondent who is providing or has provided the goods and services described in the ITQ (or similar goods or services) to Canada will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. Each Respondent remains, however, subject to the criteria established above.
- 1.5.4 If Canada intends to disqualify a response under this section, the Contracting Authority will inform the Respondent and provide the Respondent an opportunity to make representations before making a final decision. Respondents who are in doubt about a particular situation should contact the Contracting Authority before the closing date. By submitting a response, the Respondent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Respondent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.
- 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.

## PART 2 – RESPONDENT INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

Suppliers who submit a response agree to be bound by the instructions, clauses and conditions of the ITQ.

The 2003 (2015-07-03) 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, substitute it with “Invitation to Qualify”;
- b) Wherever the term “bid” is used, substitute it with “Response”;
- c) Wherever the term “Bidder(s)” is used, substitute it with “Respondent(s)”;
- d) Subsection 5(4), which discusses a validity period, does not apply, given that this ITQ invites suppliers simply to qualify for the RRR process. Canada will assume that all suppliers who submit a Response wish to continue to qualify unless they advise the Contracting Authority that they wish to withdraw their Response;
- e) Subsection 14 Price Justification does not apply as there is no financial component to the ITQ.

If there is a conflict between the provisions of Standard Instructions – Goods or Services – Competitive Requirements 2003 and this document, this document prevails.

### 2.2 Submission of responses

- 2.2.1 Responses must be submitted to PWGSC by the date, time and address indicated on page 1 of the ITQ.
- 2.2.2 Responses delivered by email or transmitted by facsimile to PWGSC will not be accepted.

### 2.3 Enquiries and comments during the ITQ Period

- 2.3.1 All enquiries regarding the ITQ 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.

CARM Project Team  
Public Works and Government Services Canada  
Acquisitions Branch  
11 Laurier Street, Gatineau, Quebec, K1A 0S5  
Telephone: (To be discussed with Nancy)  
[tpsgc.gcraprojet-projectcarm.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.gcraprojet-projectcarm.pwgsc@tpsgc-pwgsc.gc.ca)

- 2.3.2 Respondents should reference as accurately as possible the section and 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.
- 2.3.3 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 questions or may request that the Respondent do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all respondents. Enquiries not submitted in a form that can be distributed to all respondents may not be answered by Canada.

## **2.4 Applicable Laws**

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

## **2.5 Improvement of Requirement during ITQ**

- 2.5.1 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 business days before the ITQ closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.6 Language**

- 2.6.1 Respondents are requested to identify in the ITQ Submission Form (Annex A) 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 and RFP processes.

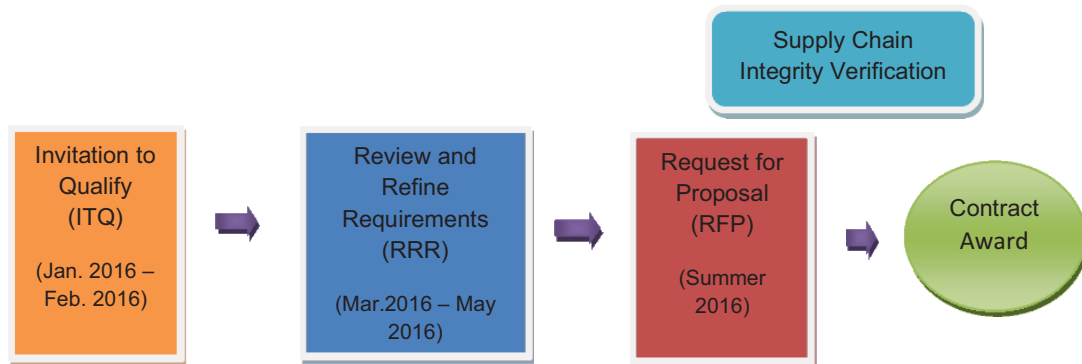
## **2.7 Non-Disclosure**

- 2.7.1 The Respondent will be required to execute and submit the Non-Disclosure Agreement (NDA) included as Annex D to this ITQ, upon request by the Contracting Authority, and in accordance with the Resulting RRR Process terms of Engagement in Part 8A.

## PART 3 – PROCUREMENT PROCESS

### 3.1 Overview

A multi-phase collaborative procurement approach called Smart Procurement will be used for the CARM Project. This approach focuses on the engagement with the industry in order to help define the requirements and the procurement approach. This approach will allow Canada to perform due diligence with respect to the requirements with ITQ Responsive Suppliers before issuing a Request for Proposal (RFP). The diagram below depicts the major phases and estimated timelines of the Smart Procurement Approach for the CARM project.



### 3.2 Invitation to Qualify Phase (ITQ)

- 3.2.1 The objective of the ITQ is to qualify Respondents who have the required capability and experience to perform the expected work.
- 3.2.2 The Responses received under this ITQ will be evaluated against Mandatory Criteria as detailed in Part 6 – Evaluation Procedure and Basis of Qualification.
- 3.2.3 Respondents who meet all the mandatory criteria will be considered ITQ Responsive Suppliers and will proceed to the Review and Refine Requirements (RRR) Phase described below.
- 3.2.4 Once the ITQ Responsive Suppliers have been selected and notified as such, Canada intends to proceed with the RRR Phase. ITQ Responsive Suppliers may withdraw from the process at any time by providing a written notification to the Contracting Authority.

### 3.3 Review and Refine Requirements Phase (RRR)

- 3.3.1 Canada intends to start the RRR Phase by providing the ITQ Responsive Suppliers with the planned process that will be followed for this Phase.
- 3.3.2 Canada intends to provide ITQ Responsive Suppliers with preliminary solicitation documents and interact with the ITQ Responsive Suppliers to seek feedback on and clarify Canada's requirements. These interactions could include:
  - a) Written reviews;
  - b) One-on-one sessions; and
  - c) Multi-vendor working group meetings.

- 3.3.3 ITQ Responsive Suppliers have an opportunity to enhance their understanding of the requirement.
- 3.3.4 Review draft Statement of Work (SOW) with ITQ Responsive Suppliers.
- 3.3.5 Review draft RFP terms and conditions with ITQ Responsive Suppliers.
- 3.3.6 Canada will consider the feedback provided by Respondents when finalizing the solicitation documents for the CARM project and its solicitation requirements for use in the RFP Phase.

#### **3.4 Request for Proposal (RFP)**

- 3.4.1 During the RFP Phase, Canada intends to issue a formal RFP to the ITQ Responsive Suppliers who have participated in the RRR Phase and remain ITQ Responsive Suppliers.
- 3.4.2 Should IT products be required to be provided by the Supplier, Canada will conduct a supply chain integrity verification of the IT products (equipment, software, firmware and services) that the Respondent proposes to use in the CARM solution to ensure all IT products meet Government of Canada security and supply chain requirements. More information about this process will be provided to the ITQ Responsive Suppliers during the RRR Phase.
- 3.4.3 Only the ITQ Responsive Suppliers who pass the supply chain integrity verification will be further evaluated against the Request for Proposal Phase.

#### **3.5 Contract Award**

- 3.5.1 After completion of the RFP Phase, the selected Bidder will be recommended for Contract Award. Provided that Canada receives all necessary internal approvals, a contract will be issued to the selected Bidder according to the terms identified in the solicitation documents.



## PART 4 – RESPONSES PREPARATION INSTRUCTIONS

### 4.1 Response Preparation Instructions

4.1.1 **Copies of Response:** Canada requests that Respondents provide their Response in separately bound sections as follows:

a) **Section I: Technical Response** - 2 hard copies and 1 soft copy on USB key.

b) **Section II: Certifications** - 1 hard copy and 1 soft copy on USB key.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

4.1.2 Pricing is not a requirement of this ITQ and should not be included in the Response.

4.1.3 **Format for Response:** Canada requests that Respondents follow the format instructions described below in the preparation of their response:

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b. use a numbering system that corresponds to the ITQ;
- c. include a title page at the front of each volume of the response that includes the title, date, procurement process number, Respondent's name and address and contact information of its representative;
- d. include a table of contents; and
- e. Soft copies of the responses are requested to be in a format that is compatible with Microsoft Office 2007 or Adobe Acrobat 9.0.

4.1.4 **Canada's Policy on Green Procurement:** In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Respondents should use paper containing fibre certified as originating from a sustainably-managed forest and/or use paper containing a minimum of 30% recycled content.

### 4.2 Types of Respondents:

4.2.1 A Respondent may be a corporation or a partnership.

4.2.2 Each Respondent (including related entities) will only be permitted to qualify once. If a Respondent or any related entities participate in more than one Response, Canada will provide those Respondents with 2 business days to identify one Response to be considered by Canada. Failure to meet this deadline may result in all responses being disqualified or in Canada choosing, in its discretion, which Response to evaluate.

4.2.3 For the purposes of this article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.) an entity will be considered to be "related" to a Respondent if:

- a. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
- b. the entities have now or in the two years before the ITQ closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

- c. 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.

#### **4.3 Content of the Response**

4.3.1 A complete ITQ response consists of the following documents, each of which is described in detail below:

a) Section I: Technical Response

- 1) ITQ Submission Form – Annex A (requested at ITQ closing)
- 2) ITQ Reference Project Forms – Annex B (mandatory at ITQ closing)

b) Section II: Certifications

- 1) Federal Contractors Program for Employment Equity – Certification – Annex C (requested at ITQ closing)

#### **4.4 ITQ Submission Form – Annex A (Requested at ITQ closing)**

4.4.1 Respondents are requested to include a completed ITQ Submission Form (Annex A) with their Response. The Form provides a common form in which Respondents can provide information required for evaluation. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information requested by the ITQ Submission Form is incomplete or requires correction, Canada will provide the Respondent with an opportunity to do so.

#### **4.5 ITQ Reference Project Forms – Annex B (Mandatory at ITQ closing)**

4.5.1 Respondents must provide, in sufficient detail, their previous corporate experience by submitting fully completed ITQ Reference Project Forms (Annex B) with their Response. The project description must clearly demonstrate that the Respondents meet all mandatory experience requirements. Simply repeating the requirement does not, in itself, demonstrate that a Respondent has the experience required. Sufficient details are required. Respondents are also asked to use the same terminology used in this ITQ; if a Respondent uses different terminology, that Respondent is requested to define the terminology so that Canada can accurately assess whether the experience meets the requirements of this ITQ.

4.5.2 The Respondents' experience will be evaluated on a simple pass/fail (i.e., compliant / non-compliant) basis. Respondents that fail to meet any of the mandatory experience requirements in Attachment 1 to Part 6 will be disqualified.

4.5.3 Respondents are requested to indicate the page number(s) in their supporting project documentation that addresses a particular mandatory corporate technical experience requirement.

4.5.4 Canada will only consider the experience of the Respondent itself or related entity as defined in Section 4.2.3, subject to the following:

The experience of a corporate predecessor will be evaluated as experience of the Respondent if:

- i) The corporate predecessor amalgamated with another corporation to form the Respondent; or
- ii) All or substantially all the assets of the corporate predecessor were acquired by the Respondent, the majority of the corporate predecessor employees became employees of the Respondent, and both the corporate predecessor and the Respondent carry on essentially the same business; or

- iii) All or substantially all of a specific business unit that was responsible within the corporate predecessor for the work connected with the experience requirement has been transferred to the Respondent, along with all or substantially all the employees of that business unit, and the Respondent continues to carry on essentially the same business as that business unit.

4.5.5 The customer organization for each Project Reference must not be related to the Respondent or related entity (i.e., the customer organization must not be an affiliate and must deal at arm's length with the Respondent or any of its related entities in order to be considered as a Project Reference).

#### **4.6 Certifications**

Respondents are requested to submit the certifications required under Part 7 at ITQ closing. If the certifications are not submitted with the Response, the Contracting Authority will provide the Respondent with the opportunity to do so. Failure to comply with the request of the Contracting Authority and provide any required information within the requested time period will result in the response being disqualified.

## **PART 5 – SECURITY REQUIREMENT**

### **5.1 Security Requirement**

- 5.1.1 There are no security requirements for the ITQ.
- 5.1.2 It is anticipated that there will be security requirements for the RRR phase. Respondents will be required to meet the security requirements that will be specified in the ITQ.
- 5.1.3 There will be security requirements for the RFP.

## PART 6 – EVALUATION PROCEDURES AND BASIS OF QUALIFICATION

### 6.1 GENERAL EVALUATION PROCEDURES

- 6.1.1 An evaluation team composed of representatives of Canada will evaluate the ITQ Responses. Canada may hire 3<sup>rd</sup> party consultants, 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.
- 6.1.2 Through a competitive solicitation, PWGSC has engaged a fairness monitor for this procurement. The fairness monitor will not be part of the evaluation team, but will observe the evaluation of the responses with respect to Canada's adherence to the evaluation process described in this ITQ.
- 6.1.3 Each Response will be reviewed to determine whether it meets the mandatory requirements of the ITQ. Any element of the ITQ identified with the words "must" or "mandatory" is a mandatory requirement. Responses that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- 6.1.4 In addition to any other time periods established in the ITQ:
- a. **Requests for Clarifications:** If Canada seeks clarification or verification from the Respondent about its response, including certifications, the Respondent will have 2 business days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the response being declared non-responsive.
  - b. **Extension of Time:** If additional time is required by the Respondent, the Contracting Authority may grant an extension in his or her sole discretion.

### 6.2 Evaluation of ITQ Submission Form (Annex A)

- 6.2.1 The ITQ Submission Forms will be evaluated for completeness. If Canada determines that the information required by the ITQ Submission Form is incomplete or requires correction, Canada will provide the Respondent with an opportunity to do so. Failure to comply with the request of the Contracting Authority and provide any required information within the requested time period will result in the response being disqualified.

### 6.3 Technical Evaluation

- 6.3.1 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.
- 6.3.2 The Mandatory Evaluation Criteria, and Substantiation of Technical Compliance – Mandatory Evaluation Criteria, are described in Attachment 1 to Part 6.
- 6.3.3 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.

- 6.3.4 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.
- 6.3.5 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.

#### **6.4 Reference Checks**

- 6.4.1 For reference checks, Canada will conduct the reference check in writing by email. If Canada chooses to perform a reference check, Canada will contact Respondent who must provide a client name and email address within 2 working days to contact to validate the information provided. Canada will send all email reference check requests to contacts supplied by Respondents within two working days using the email address provided by the Respondent. A Respondent will not meet the mandatory experience requirement (as applicable) unless the response is received within 5 working days of the date that Canada's email was sent.
- 6.4.2 On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Respondent by email, to allow the Respondent to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Respondent is unavailable when required during the evaluation period, the Respondent may provide the name and email address of an alternate contact person from the same customer. Respondents will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Respondent will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.
- 6.4.3 Wherever information provided by a reference differs from the information supplied by the Respondent, the information supplied by the reference will be the information evaluated.
- 6.4.4 A Respondent will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Respondent itself (for example, the customer cannot be the customer of an affiliate of the Respondent instead of being a customer of the Respondent itself). Nor will a mandatory be met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Respondent.
- 6.4.5 Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given mandatory requirement, it will check the references for that requirement for all Respondents who have not, at that point, been found non-responsive.

## **6.5 Basis for Qualification**

### **6.5.1 Selection of ITQ Responsive Suppliers**

- 6.5.1.1 A response must comply with the requirements of the ITQ and meet all mandatory requirements to be declared responsive. A Respondent whose response has been declared responsive will be an ITQ Responsive Supplier and proceed to the RRR phase. However, Canada reserves the right to re-evaluate any aspect of the qualification of any ITQ Responsive Supplier at any time during the solicitation process.

## **6.6 ITQ Phase Subsequent Qualification Rounds**

- 6.6.1 PWGSC reserves the right, in its sole discretion, to run subsequent qualification rounds if, in Canada's opinion, the previous qualification round(s) results in an insufficient number of Qualified Respondents. Any subsequent qualification rounds will be open to all bidders to increase competition for the Bid solicitation phase.

ATTACHMENT 1 TO PART 6:

MANDATORY EVALUATION CRITERIA

Criterion ID	Requirement Area	Mandatory Requirement	Cross Reference to Response
M1	Customs Expertise	<p><b>Company Experience:</b> Respondent must provide three project references where the Respondent was contracted to provide consulting services to clients within the customs industry that meet the following criteria:</p> <p>(a) The services provided by the respondent within the referenced project must have a minimum value of \$5M;</p> <p>(b) Each referenced project must have been completed in the past eight years prior to the ITQ closing date;</p> <p>(c) Respondent must have provided one or more of the following services in each of the referenced projects: i) business transformation services, ii) organizational change management, iii) solution design services*.</p> <p>All services are not required to have been performed in each referenced project; however, each service must have been performed in at least one of the referenced projects.</p> <p>*The following definitions apply to the evaluation of bids:</p> <p><b>1) Business transformation services:</b> <i>The provision of services for making and designing fundamental changes in how business is conducted in order to help cope with shift in the business environment.</i></p> <p><b>2) Organizational change management:</b> <i>Organizational Change Management (OCM) supports the changing needs and capabilities of an organization. OCM is used to prepare, adopt and implement fundamental and transformational organizational changes, including culture, policies, procedures and physical environment, as well as employee competencies, roles, skills, responsibilities and training.</i></p> <p><b>3) Solution design services:</b> <i>the provision of services for developing preliminary and detailed business and system processes, architectures and detailed designs.</i></p>	
M2	Tax and Revenue Management	<p><b>Company Experience:</b> Respondent must provide five project references where the Respondent was contracted to provide implementation services of public</p>	



		<p>sector revenue management systems that meet the following criteria:</p> <p>(a) The services provided by the respondent within the referenced project must have a minimum value of \$20M;</p> <p>(b) Each referenced project must have been completed in the past eight years prior to the ITQ closing date;</p> <p>(c) Each referenced project must be for the implementation of solutions that includes the collection of duties, excises or taxes greater than \$10B annually; and</p> <p>(d) Respondent must have provided one or more of the following services in each project: i) solution analysis, ii) design, iii) development, iv) organizational change management, v) data conversion, vi) project management, vii) system deployment, viii) critical care support services**.</p> <p>All services are not required to have been performed in each referenced project; however, each service must have been performed in at least one of the referenced projects.</p> <p>**The following definitions apply to the evaluation of bids:</p> <p><b>1) Solution analysis:</b> <i>the activity of developing business and system requirements as well as business and system use cases for the entire business process and its subprocesses.</i></p> <p><b>2) Solution design:</b> <i>the activity of developing preliminary and detailed business and system processes, architectures and designs for the end product/solution.</i></p> <p><b>3) Solution development:</b> <i>the tailoring, configuration, programming, integration, documentation and testing of system components.</i></p> <p><b>4) Organizational change management:</b> <i>Organizational Change Management (OCM) supports the changing needs and capabilities of an organization. OCM is used to prepare, adopt and implement fundamental transformational organizational changes, including culture, policies, procedures and physical environment, as well as employee competencies, roles, skills, responsibilities and training.</i></p> <p><b>5) Data conversion:</b> <i>Conversion from one way of encoding data to another way.</i></p>	
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		<p><b>6) Project management:</b> <i>The application of processes, methods, knowledge, skills and experience to achieve the project objectives.</i></p> <p><b>7) System deployment:</b> <i>People, process and technology activities relating to the implementation of production systems including installation of all production hardware and software; movement of applications from development and test environments to the production systems; data conversion, migration and integration; and transition to support services</i></p> <p><b>8) Critical care support services:</b> <i>the services required during a stabilization period after Production Go-live which provides exceptional levels of customer support, data integrity, and system availability to ensure high volumes of user enquires and system issues are managed expediently and efficiently to smooth the overall transition to the new system.</i></p>	
M3	Business Transformation Services	<p><b>Company Experience:</b> Respondent must provide five project references where the Respondent was contracted to provide business transformation services that meet the following criteria:</p> <p>(a) The services provided by the respondent within the referenced project must have a minimum value of \$20M;</p> <p>(b) Each referenced project must have been completed in the past eight years prior to the ITQ closing date;</p> <p>(c) All referenced projects must have been for business transformation services directly impacting at least 1,000 users in a decentralized, multi-regional environment;</p> <p>(d) Respondent must have provided one or more of the following services for each project: i) business process redesign, ii) stakeholder engagement, iii) organizational change management, iv) benefits and outcome realization planning, v) communications including executive briefings, roadmapping***; and</p> <p>(e) At least 3 of the 5 references must have been for projects where the Respondent provided customer relationship management*** services for a project that included transforming how the client managed and interacted with external commercial customers.</p> <p>All services are not required to have been performed in each referenced project; however, each service must have been performed in at least one of the referenced projects.</p>	

		<p>***The following definitions apply to the evaluation of bids:</p> <p><b>1) Business process design:</b> <i>the activity of designing the business process flows required to meet a particular business requirement. This may also include redefining data flows along with resource and equipment requirements for each particular process. Process design typically uses a number of tools including flowcharting, process simulation software, and scale models.</i></p> <p><b>2) Stakeholder engagement:</b> <i>The process by which an organisation involves people who may be affected by the decisions it makes or can influence the implementation of its decisions. This may include direct and indirect communications, workshops, meetings, etc.</i></p> <p><b>3) Organizational change management:</b> <i>Organizational Change Management (OCM) supports the changing needs and capabilities of an organization. OCM is used to prepare, adopt and implement fundamental transformational organizational changes, including culture, policies, procedures and physical environment, as well as employee competencies, roles, skills, responsibilities and training.</i></p> <p><b>4) Benefits and outcome realization planning:</b> <i>The planning and ongoing management of the benefits and outcome to be enabled through the successful implementation of a project. This includes the identification, definition, planning, tracking and realisation tracking of quantitative and qualitative benefits and outcomes.</i></p> <p><b>5) Communications including executive briefings, roadmapping:</b> <i>Documentation and provision of communiques, briefing notes and presentations of various aspects of a project focused to the level, understanding and focus of key stakeholders including senior executives.</i></p> <p><b>6) Customer Relationship Management:</b> <i>The management of all aspects of the working relationship between the project and its impacted internal and external stakeholders. This includes a holistic relationship management strategy to ensure alignment across relevant levels of the customer's organization which may include working sessions, executive meetings and targeted communications to ensure a firm understanding of the stakeholder's key challenges, business, transformational and technology drivers and support for implementation readiness.</i></p>	
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M4	SAP	<p><b>Company Experience:</b> Respondent must provide five project references where the Respondent was contracted to provide implementation services for SAP systems that meet the following criteria:</p> <p>(a) The services provided by the respondent within the referenced project must have a minimum value of \$20M;</p> <p>(b) Each referenced project must have been completed in the past eight years prior to the ITQ closing date;</p> <p>(c) Each referenced project must have been for the SAP implementation to at least 1,000 users;</p> <p>(d) At least three referenced projects must have been for projects that include at least 500 external business partners; and</p> <p>(e) Respondent must have provided at least one of the following services in each project: i) business process design, ii) solution analysis, iii) solution design, iv) solution development, (v) system deployment, vi) organizational change management, vii) end-user training, viii) project management, ix) critical care support****.</p> <p>All services are not required to have been performed in each referenced project; however, each service must have been performed in at least one of the referenced projects.</p> <p>****The following definitions apply to the evaluation of bids:</p> <p><b>1) Business process design:</b> <i>the activity of designing the business process flows required to meet a particular business requirement. This may also include redefining data flows along with resource and equipment requirements for each particular process. Process design typically uses a number of tools including flowcharting, process simulation software, and scale models.</i></p> <p><b>2) Solution analysis:</b> <i>the activity of developing of business and system requirements as well as business and system use cases for the entire business process and its sub-processes.</i></p> <p><b>3) Solution design:</b> <i>the activity of developing preliminary and detailed business and system processes, architectures and designs for the end product.</i></p>	
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		<p><b>4) Solution development:</b> <i>the tailoring, configuration, programming, integration, documentation, quality management and testing of system components.</i></p> <p><b>5) System deployment:</b> <i>People, process and technology activities relating to the implementation of production systems including the planning and execution of release management activities for the installation of all production hardware and software; movement of applications from development and test environments to the production systems; final performance and security testing, data conversion, migration and integration; and transition to support services</i></p> <p><b>6) Organizational change management:</b> <i>Organizational Change Management (OCM) supports the changing needs and capabilities of an organization. OCM is used to prepare, adopt and implement fundamental and radical organizational changes, including its culture, policies, procedures and physical environment, as well as employee training, roles, skills and responsibilities.</i></p> <p><b>7) End-user training:</b> <i>development, management and execution of end-user training requirements, strategies and materials including computer-based training, tutorials, presentations, self-help guides and other training documentation along with the administration and provision of in-class or remote training of individual or group sessions.</i></p> <p><b>8) Project management:</b> <i>the application of processes, methods, knowledge, skills and experience to achieve the project objectives.</i></p> <p><b>9) Critical care support services:</b> <i>the services required during a stabilization period after Production Go-live which provides exceptional levels of customer support, data integrity, and system availability to ensure high volumes of user enquires and system issues are managed expediently and efficiently to smooth the overall transition to the new system.</i></p> <p><b>10) Business Partner:</b> <i>A person, organization, group of persons, or group of organizations in which a company or organization has a business interest. Example business partners include suppliers, customers, intermediaries and providers of complementary services.</i></p>	
M5		<p><b>SAP Partnership:</b> Respondent must be an SAP Services and Outsourcing Partner at time of ITQ closing date and hold the following SAP certifications:</p>	

		a) SAP Certified in Application Management Services; and b) SAP Certified in Infrastructure Operations Services	
<b>M6</b>	<b>Managed Services</b>	<p><b>Company Experience:</b> Respondent must provide five project references where the Respondent was contracted to perform managed services that meet the following criteria:</p> <p>(a) The services provided by the respondent within the referenced project must have a minimum value of \$50M;</p> <p>(b) Each referenced project must have been performed within the past eight years prior to the ITQ closing date;</p> <p>(c) Each referenced project must have had a duration of at least three years;</p> <p>(d) At least three referenced projects must have been within a multi-vendor environment;</p> <p>(e) At least one project must have included SAP as a managed application; and</p> <p>(f) Respondent must have performed one or more of the following services in each referenced project: i) Application Management Services, ii) Platform Management Services, iii) Infrastructure Management Services****.</p> <p>All services are not required to have been performed in each referenced project; however, each service must have been performed in at least one of the referenced projects.</p> <p>****The following definitions apply to the evaluation of bids:</p> <p><b>1) Application Management Services:</b> <i>the provision of services, processes and methodologies for supporting, maintaining, enhancing and managing custom applications, packaged software applications or network-delivered applications.</i></p> <p><b>2) Platform Management Services:</b> <i>The provision of services, processes and methodologies for supporting, maintaining, enhancing and managing a broad collection of application infrastructure (middleware) services including application platform, integration, business process management and database services. The platform management services offering is usually depicted in architecture diagrams between the application and infrastructure services offering layers.</i></p>	

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		<b>3) Infrastructure Management Services:</b> <i>The provision of services, processes and methodologies for supporting, maintaining, enhancing and managing a set of computer resources, including hardware, operating systems, operating system level applications, storage and peripherals.</i>	
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## PART 7 – CERTIFICATIONS

Respondents are requested to provide the certifications and documentation with their response. Respondents who do not provide some or all of the certifications, or where there appear to be errors in their certifications, will be given an opportunity after closing to submit or resubmit their certifications. The certifications provided by respondents to Canada are subject to verification by Canada at any time during this solicitation process. Canada will disqualify a response if any certification made by the Respondent is found to be untrue, whether made knowingly or unknowingly, during the ITQ evaluation period or during the subsequent bid solicitation.

The Contracting Authority will have the right to ask for additional information to verify the Respondent's certification at any time during this solicitation process. Failure to comply with this request will also render the response non-responsive or any bids submitted in subsequent phases will be declared non-responsive or will constitute a default under any resulting contract that may be issued during a subsequent phase of this solicitation process.

### 7.1 Former Public Servant Certification

7.1.1 Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Respondents must provide the information required below.

7.1.2 For the purposes of this clause,

- a) **“former public servant”** means a 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 and includes:
  - 1. an individual;
  - 2. an individual who has incorporated;
  - 3. a partnership made of former public servants; or
  - 4. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
- b) **“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.
- c) **“pension”** means, in the context of the fee abatement formula, 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 *Canadian Pension Plan Act*, R.S., 1985, c. C-8.

7.1.3 If the Respondent is an FPS in receipt of a pension as defined above, the Respondent must provide the following information:

- a) name of former public servant;



- b) date of termination of employment or retirement from the Public Service.

7.1.4 If the Respondent is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, 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 reduction program.

7.1.5 For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

7.1.6 By submitting a response, the Respondent certifies that the information submitted by the Respondent in response to the above requirements is accurate and complete.

## **7.2 Federal Contractors Program – Certification**

7.2.1 By submitting a response, the Respondent certifies that the Respondent is not named on the Federal Contractors Program (FCP) for employment equity “FCP Limited Eligibility to Bid” list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) – Labour’s website

7.2.2 Canada will have the right to declare a response non-responsive if the Respondent appears on the “FCP Limited Eligibility to Bid” list at the time of contract award.

7.2.3 Canada will also have the right to terminate the Contract for default if a Contractor appears on the “FCP Limited Eligibility to Bid” list during the period of the Contract.

7.2.4 The Respondent is requested to provide the Contracting Authority with a completed Annex C – Federal Contractors Program for Employment Equity – Certification, with their response.

## **7.3 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 8.A. and in accordance with Annex D: Non-Disclosure Agreement (NDA).

**PART 8 – A. RESULTING RRR PROCESS TERMS OF ENGAGEMENT;**

**B. RRR PROCESS**

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

**8.1 Terms of Engagement**

**8.1.1 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.

**8.1.2 Application**

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

**8.1.3 Principles**

Fairness

An overriding principle of the CARM 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 CARM 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 D: Non-Disclosure Agreement (NDA) will be permitted to receive information provided by Canada.

#### **8.1.4 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 CARM procurement, and to provide constructive feedback on the discussion topics. All RRR Participants 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 8.1.6. All requests to use the dispute resolution process
- l. RRR Participants must not reveal, discuss or disclose any information to the media/newspaper regarding the CARM project. If RRR Participants receive a question from the media related to the CARM project, they must direct the media to contact the PWGSC Media Relations Office at 819-956-2315. If a RRR Participant does not comply with the above, Canada has the right to terminate the ITQ Responsive Supplier's status, and suspend or cancel their participation in the RRR process.
- 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.

#### **8.1.5 Terms of Engagement with Canada**

Communications with officials of Canada, including Ministers of the Crown, regarding all aspects of the CARM 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 CARM procurement process, then Canada will promptly provide such information to all ITQ Responsive Suppliers.

#### **8.1.6 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 of any nature 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 Manager managing the CARM Project. The representatives of the Parties will have three (3) business days in which to attempt to resolve the Dispute;
- b. In the event the representatives of the parties specified in Article a. above are unable to resolve the dispute, it shall be referred to the Participating Supplier's Director (or its equivalent) and the PWGSC Director General of the Directorate responsible for managing the CARM Project. The parties will have three (3) business days to attempt to resolve the dispute;
- c. In the event the representatives of the Parties specified in Article b. above are unable to resolve the dispute, it shall be referred to the Participating Supplier's Chief Executive Officer and the PWGSC Assistant Deputy Minister of the Sector responsible for managing the CARM Project, who will have five (5) business days to attempt to resolve the dispute; and,
- d. In the event the representatives of the Parties specified in Article c. above are unable to resolve the dispute, the Contracting Authority shall within five (5) business days render a written decision which shall include a detailed description of the dispute and the reasons supporting the Contracting Authority's decision. The Contracting Authority shall deliver a signed copy thereof to the Participating Supplier.

## **8.2 Authorities**

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

### **8.2.1 Contracting Authority**

The Contracting Authority is:

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

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

Public Works and Government Services Canada (PWGSC)

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.

### **8.2.2 Project Authority**

The Project Authority is:

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

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

Canadian Border Services Agency (CBSA)

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.

### **8.2.3 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.

**B. RRR PROCESS**

**8.3 RRR Process Overview**

- 8.3.1 RRR Participants will be required to sign and submit the Non-Disclosure Agreement (NDA) in Annex D 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 D.
- 8.3.2 Prior to the commencement of the RRR process, Canada expects to provide the ITQ Responsive Suppliers with the detailed process to be followed for the RRR process.
- 8.3.3 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.
- 8.3.4 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.
- 8.3.5 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.
- 8.3.6 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.
- 8.3.7 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.
- 8.3.8 It is anticipated that in-person group, or one-on-one discussions will be held in the National Capital Region (NCR).

## Annex A: ITQ Submission Form

ITQ SUBMISSION FORM	
<b>Respondent full legal name</b>	
<b>Authorized Representative of Respondent for evaluation purposes (e.g. clarifications)</b>	Name:
	Title:
	Address:
	Telephone #:
	Email:
<b>Procurement Business Number:</b>	
<b>Canada's Official Language in which the Respondent will communicate with Canada during any subsequent process - indicate either English or French</b>	
<b>Former Public Servants</b>  See Part 7 of the ITQ entitled Former Public Servant Certification for a definition of "Former Public Servant".  This requirement applies to the Respondent.	Is the Respondent in receipt of a pension as defined in this solicitation? Yes ____ No ____  If yes, please provide the information required by the Article in section 7.3 entitled "Former Public Servant Certification".
	Is the Respondent a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____  If yes, please provide the information required by the Article in section 7.3 entitled "Former Public Servant Certification".
<b>Applicable Laws (the Respondent may insert the Canadian province or territory of its choice; otherwise, the applicable laws of Ontario will apply)</b>	
As the authorized representative of the Respondent, by signing below, I confirm that I have read and understood the entire ITQ including the documents incorporated by reference into the ITQ and the entire Response, and I certify that: 1. The Respondent meets all the mandatory requirements described in the ITQ; and 2. All the information provided in the ITQ Response is complete, true and accurate.	
<b>Signature of the authorized representative of the Respondent</b>	Name
	Address
	Email

ITQ SUBMISSION FORM		
	Signature	
	Phone	



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## Annex B: ITQ Reference Project Form

- (a) Respondents must submit an ITQ Reference Project Form for each project referenced in response to each mandatory requirement in Attachment 1 to Part 6 of the ITQ.
- (b) The same ITQ Reference Project Form may be used to respond to multiple mandatory requirements.

#	Response
(a)	Mandatory Requirement Number (from Attachment 1 to Part 6)
(b)	Name of client organization for the referenced project
(c)	Value (\$) of the referenced project (total contract value to the supplier)
(d)	Description of the referenced project
(e)	Role of the Respondent and activities on the referenced project

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## Annex C: Federal Contractors Program for Employment Equity – Certification

I, the Respondent, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Respondent's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract. For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

### Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Respondent certifies having no work force in Canada.
- ☐ A2. The Respondent certifies being a public sector employer.
- ☐ A3. The Respondent certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Respondent certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Respondent has a combined workforce in Canada of 100 or more employees; and
- ☐ A5.1. The Respondent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

### OR

- ☐ A5.2. The Respondent certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- ☐ B1. The Respondent is not a Joint Venture.

### OR

( ) B2. The Respondent is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex C - Federal Contractors Program for Employment Equity - Certification.

## Annex D – Non-Disclosure Agreement (NDA)

### NON-DISCLOSURE AGREEMENT (NDA)

Canada, as represented by the Minister of Public Works and Government Services Canada ('we', 'us' or 'Canada') is currently engaged in procuring services of a private sector contractor to provide the CARM solution (File number: \_\_\_\_\_). 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 Requirement (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 the CARM solution, 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 8 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**

The 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:	

## **Annex E: CARM Overview and SOW (Draft)**

### **1. Overview**

#### **1.1 Background**

With the establishment of the Canada Border Services Agency (CBSA) in December 2003, the Agency took over responsibility for managing revenue and cash management legacy systems from the Canada Customs and Revenue Agency (CCRA). These systems are obsolete, not compliant with current accounting environments and pose many challenges for clients, the CBSA and other Government departments. Consequently, there exists a critical need for the Agency to make changes to current revenue and trade business models and to update the tools and systems employed to increase efficiency, improve accuracy and enhance effectiveness. In addition, stakeholders and trade partners have indicated the need for CBSA to modernize its processes to allow for more electronic and real-time interaction.

The key drivers for change include:

- *Accountability* – Audits and observations made by the Office of the Auditor General (OAG), the Office of the Comptroller General (OCG) and the Public Accounts Committee (PAC) concluded that CBSA is non-compliant with various GC financial policies, regulations and strategies, Generally Accepted Accounting Principles (GAAP) and financial management best practices. Changes to the Agency's accounting practices and systems to produce fully auditable financial statements, increase accountability and improve asset stewardship controls are required.
- *Efficiency and Service Delivery* – Improvements are needed in a number of areas to support efficiencies in the Agency's revenue information and reporting requirements, including strengthening and streamlining trade systems and processes; automating trade processes; and acquiring new tools to support trade program activities. Streamlining and service delivery are priorities of the government and the Agency will implement changes that make it easier for businesses to interact with the CBSA.
- *Business Simplification* – CBSA established the Business Simplification Initiative (BSI) to improve the clarity and efficiency of its commercial processes and programs. CARM responds to priorities and plans identified in the Government's Economic Action Plan 2012, the Government's Action Plan on Perimeter Security and Economic Competitiveness, and the Action Plan on Regulatory Cooperation as it will look at ways to harmonize and streamline trade and revenue management processes to reduce barriers to trade, lower costs for importers, and create economic opportunities for Canadian businesses.
- *Technology* – Currently, the use of manual processes and antiquated, aging and non-integrated systems lead to inefficiencies and inaccuracies in the reporting of trade data and challenges in reconciling accounts to the Revenue Ledger causing delays in meeting the Agency's reporting obligations to the Department of Finance. This has raised concerns regarding CBSA's ability to undergo financial audits, especially since the CBSA does not have an automated accounts receivable ledger of any kind. Some of the 25 legacy systems are no longer supported, including 4 mission critical ones.

The CBSA Assessment and Revenue Management (CARM) project was launched in 2007 to address the deficiencies identified by the OAG. CARM is a multi-phased initiative designed to modernize and optimize the Agency's assessment and revenue management systems and processes. The project will streamline trade processes by enabling the Agency to access consolidated client account information,

support more efficient payment options, and enable the trade community to manage their account information and documentation electronically.

The Accounts Receivable Ledger (ARL) initiative is the first phase of the project and is currently underway. ARL will provide: an integrated and centralized commercial client-based accounting system; daily and monthly electronic account statements; and e-payment and internet banking options. It is expected that ARL will be implemented prior to contract award for Phase 2.

Phase 2 and subsequent phases of the CARM project will further modernize the system and bring much needed improvements to the way in which the Agency delivers services to its clients. The gradual introduction of e-business solutions and the elimination of manual processes will reduce the paper burden for clients and the CBSA and improve processes.

Modernized financial management systems will provide for client-based and accrual accounting, making CBSA compliant with the Government of Canada's (GoC) Financial Information Strategy. It will also improve processes and systems to allow for automated revenue reporting and reconciliation to ensure accurate reporting that is less prone to errors and eliminate manual intervention.

Streamlined client registration processes will also be implemented to support new programs and systems for assessments and re-assessments and facilitate future development of new payment options for clients.

## **1.2 Objectives and Business Outcomes**

CARM will provide the solutions and tools required by the CBSA's Commercial Trade Chain Partners to efficiently and effectively meet their trade compliance responsibilities. The CARM project will also provide the solutions and tools required by the CBSA to:

- Apply trade regulations (e.g., tariff classification, valuation, origin / tariff treatment) in a consistent and predictable manner;
- Collect duties, taxes, and fees owed with the least disruption and burden to the Trade Chain Partners;
- Capture and publish standardized trade data within required timelines;
- Implement the GoC internal controls and meet its Financial Stewardship mandate; and
- Implement a flexible, adaptable and agile information technology platform to address its aging information technology systems.

CARM will deliver business outcomes that directly address the OAG issues as follows:

- Financial Stewardship – A solution that will be able to demonstrate data integrity, embedded financial controls and provide CBSA with the tools to meet the OAG standards and audit requirements;
- Holistic Client Account Management – Transparent, standardized and traceable process for client account management, assessments (B3), reassessments (B2), payment processing and collection of duties, fees and taxes;
- Service Delivery Model – Multi-channel service delivery for the commercial community with a focus on client account self-service;
- Trade Data Compliance – Standardized processes for accurately capturing accounting and trade data; and
- Trade Data Reporting – Timely publication of trade data to the CBSA, OGD and external stakeholders.

### 1.3 Functional Scope

Functional requirements reflect business outcomes of a non-technical nature that impact processes and stakeholder communities, and attend to value and efficiencies. The Project identified multiple business or functional capabilities via its requirements definition process. The list of capabilities was refined to create a functional project scope that aligns with the project's objectives and desired business outcomes, and which directly addresses the challenges identified in the OAG reports. Following are the capabilities that constitute the CARM Project functional scope:

1. **Registration and Enrolment:** Provide Trade Chain Partners with the ability to register and enrol in multiple CBSA commercial programs using a single streamlined process via paper application and/or online services. Provide the CBSA the flexibility to accommodate changes to current and future program enrolment processes.
2. **Customs Tariff Assessment and Rulings Information:** Provision of automated tools for the CBSA to produce the Departmental Consolidation of the Customs Tariff and advance rulings/national customs rulings. This will allow the CBSA and its Trade Chain Partners to retrieve and validate information on the Customs Tariff and past rulings thereby contributing to greater accuracy in the import declaration and increasing voluntary compliance.
3. **Assessment / Reassessment Processing:** Fully integrated processing of all CBSA assessment and reassessment transactions providing automated capabilities for commercial risking and data validation, and for comprehensive transactional reconciliation from initial accounting to post-accounting.
4. **Client Account Invoicing:** Recording of client transactions originating from the assessment, reassessment, and fee and penalties activities, and providing CBSA clients comprehensive account details with a single integrated invoice generation application.
5. **Payment Processing:** Processing of payments, including refunds, made by CBSA clients via numerous payment methods and channels allowing for specific allocation and offsetting within and across programs. Provision for CBSA clients to direct payments to specific assessments.
6. **Collections Management:** Consolidated management of overdue receivables and securing delinquent duties and taxes.
7. **Financial Management and Controls:** Reconciliation of the Revenue Ledger with the Accounts Receivable Sub-ledger, and automated enforcement of financial and management controls as per internal controls framework.
8. **Commercial Client Accounts Management:** Management of commercial client accounts and client financial profile data at the entity and program level, including the ability for the CBSA to view all financial transactions and balances across all Commercial Programs.
9. **Online Client Service:** Allow commercial clients to manage their account information and perform permissible business transactions via an online client services channel.
10. **Trade Data Reporting and Analytics:** Information and analytics required to meet CBSA's mandate to provide trade data to its Trade Chain Partners and the Government of Canada.
11. **Compliance Monitoring and Analytics:** Information and analytics designed to strengthen compliance by identifying clients that are non-compliant with reporting requirements that impact their revenue liability or program status.
12. **Trade Fraud and Evasion Detection and Analytics:** Enforcing customs policies and laws associated with the systematic non-compliance by clients to circumvent the statutes of Canada. These may be with regard to a program, systematic miss-classification or other CBSA related statutes.



**13. Case Management:** Provide case management, workflow management, and enhanced document and image management tools for managing different case types, including but not limited to compliance, recourse, anti-dumping and countervailing.

**14. Financial Security Program Management:** Provide for a simplified process to manage and monitor compliance for the programs where financial security is required. Introduce a single repository for managing financial security instruments.

#### 1.4 Functional Capabilities, Outcomes and Business Value

Each of the CARM capabilities are designed to deliver specific deliverables or outcomes that provide tangible business value and address the OAG requirement(s).

Capabilities	Deliverable/Outcome	Business Value
1. Client Registration and Program Enrolment	<ul style="list-style-type: none"> <li>Multi-channel service for TCPs to register and enrol with CBSA</li> <li>Software applications providing flexibility to accommodate change</li> </ul>	<ul style="list-style-type: none"> <li>Faster enrolment for clients</li> <li>Accurate data capture with data validation at time of entry</li> <li>Less administrative effort by CBSA staff</li> <li>More work done on-line without manual intervention from CBSA</li> <li>Reduction in time and effort to roll out changes to current programs or to deploy new programs</li> <li>Addresses OAG reqt. 8.68 – modernize systems</li> </ul>
2. Customs Tariff and Rulings Information	<ul style="list-style-type: none"> <li>Tariff data maintenance and tariff rate retrieval publishing service for the determination of duties and taxes as per tariff regulations</li> </ul>	<ul style="list-style-type: none"> <li>Greater accuracy in initial tariff assessment and determination</li> <li>All parties using same tariff rates resulting in reduction in number of rejections due to differences</li> <li>Less intervention by CBSA staff</li> <li>Ability to update tariff changes faster</li> <li>Ability for TCPs to subscribe to tariff updates</li> <li>Addresses OAG reqt. 8.28 – assessment accuracy</li> </ul>
3. Assessment / Reassessment Processing	<ul style="list-style-type: none"> <li>Re-engineered Assessment / Reassessment process, supported by a rules based engine enabling B3 versioning with traceability back to the originating assessment</li> </ul>	<ul style="list-style-type: none"> <li>Automatic validation of Assessments and Reassessments per Tariff regulations</li> <li>Traceability back to the originating assessment so both parties can validate from the same source information</li> <li>Automatic enforcement of financial controls on reassessments, including refunds</li> <li>Less effort in dispute resolution and management of assessments</li> <li>Addresses OAG reqt. 8.28 – assessment accuracy</li> <li>Addresses OAG reqt. 8.64 – assessment / reassessment</li> </ul>
4. Client Account Invoicing	<ul style="list-style-type: none"> <li>A single repository of all client financial obligations</li> <li>A rules-based 'penalty' application within CARM comprised of</li> </ul>	<ul style="list-style-type: none"> <li>Faster payment of assessments and penalties</li> <li>Consistent determination of penalties and a reduction of work for CBSA staff for dispute resolution and to apply penalties</li> <li>Addresses OAG reqt. 8.68 – modernize systems</li> </ul>

Capabilities	Deliverable/Outcome	Business Value
	penalties calculations, assessment invoicing, and client notification	
5. Payment Processing	<ul style="list-style-type: none"> <li>• Process for rules-based payment allocation</li> <li>• Automatic off-setting</li> <li>• Systematic enforcement of financial controls</li> </ul>	<ul style="list-style-type: none"> <li>• Improved client service by providing greater choice of payment options</li> <li>• Faster payment of revenues</li> <li>• Fewer errors and reduced potential for fraud through on-line payments</li> <li>• Less manual intervention required by CBSA staff</li> <li>• Addresses OAG reqt. 8.67 – payment systems</li> <li>• Enablement of cashier-less borders for Canadian business entities – allowing CBSA staff at the port of entry to focus on risking with administrative task shifted to back office centers with expertise</li> </ul>
6. Collections Management	<ul style="list-style-type: none"> <li>• Client-based accounts overdue collections processes</li> <li>• Integration with CRA collection unit and collections application</li> </ul>	<ul style="list-style-type: none"> <li>• Less manual intervention in collecting taxes and duties</li> <li>• More frequent follow up</li> <li>• Higher rates of collection which increase overall net taxes received</li> <li>• Retirement of 5 legacy TARS systems</li> <li>• Addresses OAG reqt. 8.67 – payment systems</li> </ul>
7. Financial Management and Controls	<ul style="list-style-type: none"> <li>• Client-based accounting sub-ledger integrated with the CBSA Revenue Ledger</li> </ul>	<ul style="list-style-type: none"> <li>• Improved accuracy in taxation and payments</li> <li>• Traceability between Revenue Ledger and Accounts Receivable Ledger.</li> <li>• Less effort required by CBSA staff in reconciling the A/R ledger with the Revenue ledger</li> <li>• Reduction in effort to perform financial closing of books</li> <li>• Faster and more consistent reporting to senior management, OGDs and Parliament</li> <li>• Addresses OAG reqt. - 2004 Upgrade CBSA on-line accounting capabilities</li> <li>• Addresses OAG reqt. - 8.28 Assessment accuracy</li> <li>• Addresses OAG reqt. - 8.59 Risk based compliance</li> </ul>
8. Commercial Client Accounts Management	<ul style="list-style-type: none"> <li>• An integrated client account profile across all CBSA programs</li> <li>• Management of client account financials across all CBSA programs</li> </ul>	<ul style="list-style-type: none"> <li>• Ability to view all transactions and information about clients reduces the amount of effort required by CBSA staff</li> <li>• Ability to view client financial risk across programs</li> <li>• Ability to offset across program accounts</li> <li>• Improved accuracy in taxation and payment</li> <li>• Improved measurement of trends and information</li> <li>• Addresses OAG reqt. - 2004 Upgrade CBSA on-line accounting capabilities</li> <li>• Addresses OAG reqt. - 8.28 Assessment accuracy</li> </ul>

Capabilities	Deliverable/Outcome	Business Value
		<ul style="list-style-type: none"> <li>• Addresses OAG reqt. - 8.59 Risk based compliance</li> </ul>
9. Online Client Self-Service	<ul style="list-style-type: none"> <li>• Multi-channel processes</li> <li>• Portal and web flow for self-service program enrollment applications, client profile permissible updates, and transactional information</li> <li>• Client directed specified payment</li> </ul>	<ul style="list-style-type: none"> <li>• Client Service</li> <li>• Business process efficiency</li> <li>• Data accuracy and processing efficiency</li> <li>• Reduction of work effort for CBSA</li> <li>• Addresses OAG reqt. 8.68 – modernize systems</li> </ul>
10. Trade Data and Revenue Reporting and Analytics	A standard Trade Data Reporting system	<ul style="list-style-type: none"> <li>• Preliminary trade data analytics available on a daily basis</li> <li>• Consistency in reporting of trade and revenue data</li> <li>• Elimination of work to perform data massaging to prepare reports</li> <li>• Less manual intervention and possibility of errors</li> <li>• Better able to meet reporting obligations for OGDs and multiple levels of summarization for single data source</li> <li>• Addresses OAG reqt. 8.68 – modernize systems</li> </ul>
11. Compliance Monitoring and Analytics	An automated compliance reporting system	<ul style="list-style-type: none"> <li>• Increased compliance which will increase overall revenues to Canada</li> <li>• Algorithm –based audit selection to increase audit initiated revenue with reduced Audit staff</li> <li>• More accurate verification of higher risk assessments and potential fraud which results in better use of CBSA staff time and resources</li> <li>• Better client service by targeting only high risk clients</li> <li>• Addresses OAG reqt. 8.59 – Risk based compliance</li> </ul>
12. Trade Fraud and Evasion Detection and Analytics	• Multi-dimensional pattern-based analytics	<ul style="list-style-type: none"> <li>• Better detection of fraud and systemic non-compliance</li> <li>• Focused efforts on higher risk clients and trade</li> <li>• Better enforcement of trade laws and regulations</li> <li>• Increased revenue due to better enforcement</li> <li>• Addresses OAG reqt. 8.58 – Risk based compliance</li> </ul>
13. Case Management	<ul style="list-style-type: none"> <li>• Case and records management functionality</li> <li>• Case structure and workflows for multiple case types</li> </ul>	<ul style="list-style-type: none"> <li>• Greater efficiency in managing and working with clients and trade information</li> <li>• Less manual intervention by CBSA staff</li> <li>• Easier and faster access to trade documents and information</li> <li>• Better responsiveness to client queries and cases</li> </ul>

Capabilities	Deliverable/Outcome	Business Value
		<ul style="list-style-type: none"> <li>Addresses OAG reqt. 8.68 – modernize systems</li> </ul>
14. Financial Security Program Management	<ul style="list-style-type: none"> <li>Recommendation report on the financial security requirement for Release Prior to Payment Privilege</li> <li>Single repository for managing client financial security instruments</li> </ul>	<ul style="list-style-type: none"> <li>Reduction/elimination in the financial burden to trade chain partners</li> <li>Reduction/elimination in the administrative burden for the CBSA and on trade chain partners to maintain their financial security</li> <li>Alignment with federal government red-tape reduction objective</li> </ul>

## 2.0 Statement of Work Overview

### 2.1 Overview

The Supplier is expected to provide a 'solution-as-a-service' and have overall responsibility for the implementation and operations of the CARM solution, including the project management, business transformation, planning, analysis, design, development, test, deployment, change management, operation and support of the CARM solution under the overall direction and accountability of the Technical Authority. This section identifies those aspects of the CARM project that are expected to be fulfilled by the Supplier through this procurement.

It is expected that the Supplier will be responsible for performing the following streams of work:

- 1) Phase 2 Business Capabilities Implementation
- 2) Implementation of the CARM Core Platform
- 3) Managed Services of the CARM Solution
- 4) Innovation and Program Management Services
- 5) Optional Services

An overview of the work streams are provided below. Further descriptions, scope, roles, responsibilities, current state information and requirements will be reviewed and refined with the ITQ Responsive Suppliers during the RRR phase.

It is expected that the existing SAP application running the CBSA's Revenue Ledger (RL) and soon to be implemented Accounts Receivable Ledger (ARL) solutions will form the basis of the CARM Core Platform and be provided to the Supplier as Government Furnished Equipment. It is further expected that the Supplier will maximize the use of this platform to enable the CARM Phase 2 capabilities. Details of the existing SAP licenses, modules and platform will be provided during the RRR phase. It is expected that the Supplier will cost and provision all required non-GFE applications and infrastructure necessary to implement and operate the CARM solution and that the infrastructure will be managed by the Supplier within an SSC data centre facility and network. Further details will be provided during the RRR phase.

## 2.2 Work Stream Overviews

### 2.2.1 Phase 2 Business Capabilities Implementation

It is expected that the Supplier will have overall responsibility for the implementation of the phase 2 business capabilities, including the project management, business transformation, analysis, planning,

design, development, test, deployment and change management activities of a specified set of business processes and supporting technologies to support the Phase 2 functional scope.

The table below identifies the expected Phase 2 functional scope.

Capability	Phase 1 ARL	Phase 2 Capabilities	Future Capabilities
1. Client Registration and Program Enrolment		✓	
2. Customs Tariff and Rulings Information		✓	
3. Assessment / Reassessment Processing		✓	
4. Client Account Invoicing	✓		
5. Payment Processing	✓		
6. Collections Management	✓		
7. Financial Management and Controls	✓		
8. Commercial Client Accounts Management	✓		
9. Online Client Self-Service		✓	
10. Trade Data and Revenue Reporting and Analytics			✓
11. Compliance Monitoring and Analytics			✓
12. Trade Fraud and Evasion Detection and Analytics			✓
13. Case Management			✓
14. Financial Security Program Modernization		✓	

*Checkmarks (✓) above indicate in which CARM phase a capability will begin transformation. Subsequent phases of the project will continue to enhance prior deployed capabilities.*

## 2.2.2 CARM Core Platform

It is expected that the Supplier will have overall responsibility for the CARM Core Platform implementation, including the project management, business transformation, planning, analysis, design, build, test, deployment and change management for the CARM Core Platform: Key CARM Core Platform sub-work streams will include:

- Re-platforming of the existing CARM RL/ARL SAP environment(s) onto a updated infrastructure as defined by the Supplier and potential re-location into a new SSC data centre facility;
- Implementation of an integration architecture and API Management capabilities; and
- Implementation of CARM portlet(s) within the CBSA Enterprise Portal or provision of a CARM specific portal (to be determined);

### **2.2.3 Managed Services**

It is expected that the Supplier will manage, operate and support the CARM solution as a Service Level Agreement (SLA)-based service within a multi-year contractual arrangement. It is expected that the Supplier's service will include the management, operations and support of all aspects of the CARM solution with the exception of the Government of Canada's data centre facilities and network.

### **2.2.4 Innovation and Program Management Services**

It is expected that the Supplier will provide services to, and work collaboratively with the executive CARM project team, internal and external stakeholders with respect to the overall program management of CARM including strategic innovation and partner engagement, development of the CARM program target operating model, management of the integrated work plan, outcome planning and management, strategic planning and oversight of future phases of CARM.

### **2.2.5 Optional Future Services**

It is expected that the contract will have optional services whereby Canada may elect to contract the Supplier for future services related to the project management business transformation, planning, analysis, design, development, deployment and change management activities not already covered in the above work streams but within the identified scope of the overall CARM project. Canada may also compete any and all work related to the future phases of CARM at its sole discretion.

## **Annex F - Glossary of terms**

This Annex outlines the terminology employed throughout the ITQ but not already defined or interpreted in the ITQ.

**The Canada Border Services Agency Accounting and Revenue Management (CARM) system** is a major IT-enabled business transformation that modernizes our revenue management and trade programs and systems, as well as automates many of the current manual processes required to collect, assess, manage and report on these revenues. The project touches on numerous core business functions, processes and systems – within CBSA, and with our trade and delivery partners. The CARM project presents a tremendous opportunity to fundamentally rethink how these programs and processes are delivered.

### **Invitation to Qualify (ITQ)**

It's neither a Request for Proposal (RFP) nor a solicitation of bids or tenders, it's intended only to pre-qualify suppliers. The objective of the ITQ is to qualify suppliers who have demonstrated and proven skills and experience to deliver the requested solution.

### **Fairness Monitor and Fairness Monitoring Program**

The Fairness Monitoring (FM) Program within PWGSC provides management, client departments, government suppliers, Parliament and Canadians with independent assurance that Public Works and Government Services Canada's (PWGSC) activities are conducted in a fair, open and transparent manner. Independent third-party fairness monitors observe all or part of a departmental activity. Based on their observations, they provide an impartial opinion on the fairness of the monitored activity. The program helps PWGSC protect the interests of its clients, and Canadian taxpayers by identifying and resolving fairness issues as they arise. Dealing with any issues early makes the process fairer, and avoids possible costly after-the-fact resolutions.

### **Request for Proposal (RFP)**

A form of bid solicitation used for complex requirements, where the selection of a supplier cannot be made solely on the basis of the lowest price. It outlines evaluation criteria which are used to select the most cost-effective solution.

### **Review and Refine Requirement (RRR)**

Successful respondents to the ITQ stage will work jointly with Canada to review and finalize the technical and solicitation requirements. The results will be used to finalize the formal Request for Proposal (RFP) document(s).

### **Smart Procurement**

The four elements of Smart Procurement approach are:

- Early Engagement;
- Effective Governance;
- Independent Advice; and

- Benefits for Canadians.

When put together, these four elements help Canada achieve their goals of improving its services and providing positive outcomes for Canadians.

**Statement of Work (SoW)**

A clear, concise, and comprehensive description of the work, deliverables, and/or services required to fulfill the contract. It is included in the resulting contract.

**ITQ Responsive Supplier**

"ITQ Responsive Supplier" means the person or entity submitting a response to the ITQ for evaluation in an attempt to be invited in the Review and Refine Requirement Process. It does not include the parent, subsidiaries or other affiliates of the ITQ Responsive Supplier, or its subcontractors.



## Declaration Form

Complete Legal Name of Company:	
Company's address:	
Company's Procurement Business Number (PBN):	
Solicitation Number:	
Date of Bid: (YY-MM-DD)	

	Yes	No	Comments
<b>Financial Administration Act</b>  80 (1) d): False entry, certificate or return 80 (2): Fraud against Her Majesty 154.01: Fraud against Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Criminal Code</b>  121: Frauds on the government and contractor subscribing to election fund 124: Selling or Purchasing Office 380: Fraud – committed against Her Majesty 418: Selling defective stores to Her Majesty	<input type="checkbox"/>	<input type="checkbox"/>	

Criminal Code			
119: Bribery of judicial officers,... 120: Bribery of officers 346: Extortion 366 to 368: Forgery and other offences resembling forgery 382: Fraudulent manipulation of stock exchange transactions 382.1: Prohibited insider trading 397: Falsification of books and documents 422: Criminal breach of Contract 426: Secret commissions 462.31 Laundering proceeds of crime 467.11 to 467.13: Participation in activities of criminal organization	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Competition Act</b> 45: Conspiracies, agreements or arrangements between competitors 46: Foreign directives 47: Bid rigging 49: Agreements or arrangements of federal financial institutions	<input type="checkbox"/>	<input type="checkbox"/>	

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52: False or misleading representation  
53: deceptive notice of winning a prize

## Corruption of Foreign Public Officials Act

### 3: Bribing a foreign public official

#### 4: Accounting

## 5: Offence committed outside Canada

## Controlled Drugs and Substance Act

## 5: Trafficking in substance

## 6: Importing and exporting

7: production of substance

## Other Acts

239: False or deceptive statements of the Income Tax Act

327: False or deceptive statements of the Excise Tax Act

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We appreciate your interest in doing business with The Government of Canada and your understanding on the additional steps that we need to take to protect the integrity of PWGSC's procurement process.