



Procurement and Contracting Services

30 Victoria Street
Gatineau, Quebec K1A 0M6
proposition-proposal@elections.ca

INVITATION TO QUALIFY

Respondent's Name:

Address:

Tel No.:

E-mail:

IN WITNESS WHEREOF, the response to this Invitation to Qualify has been duly executed on behalf of the Respondent by the hands of its officer duly authorized in that behalf

signature of authorized signatory

print name of authorized signatory

print title of authorized signatory

Date: _____

Office of the Chief Electoral Officer File No.:

ECCL-ITQ-16-0226

Title:

Corporate and Events Hosting
and Operations Management

Date:

March 2, 2017

Invitation to Qualify Closing Date:

April 12, 2017 at 2:00PM (Gatineau time)

ENQUIRIES – address enquiries to:

Office of the Chief Electoral Officer of Canada

Procurement and Contracting Services

30 Victoria Street

Gatineau QC K1A 0M6

proposition-proposal@elections.ca

Attention:

Chantal Lagacé

Tel No.:

819-939-1233

RETURN RESPONSES TO:

Elections Canada ITQ Response Receiving Unit

c/o Business Centre

30 Victoria Street

Gatineau QC K1A 0M6

**RESPONSES TRANSMITTED BY FACSIMILE OR ELECTRONIC
MAIL TO ELECTIONS CANADA WILL NOT BE ACCEPTED**

**INVITATION TO QUALIFY (ITQ)
FOR THE PROCUREMENT PROCESS FOR
Corporate and Events Hosting and Operations Management**

This Invitation to Qualify (“ITQ”) contains the following documents:

- PART 1. GENERAL INFORMATION**
- PART 2. RESPONDENT INSTRUCTIONS**
- PART 3. RESPONSE PREPARATION INSTRUCTIONS**
- PART 4. EVALUATION PROCEDURES AND BASIS OF QUALIFICATION**
- ANNEX A: ITQ MANDATORY EVALUATION CRITERIA**
- FORM 1: RESPONSE SUBMISSION FORM**
- FORM 2: PROJECT REFERENCE CHECK FORM**
- PART 5. CERTIFICATES**
- PART 6. SECURITY**
- PART 7. REVIEW AND REFINE REQUIREMENTS INSTRUCTIONS**
- ANNEX A: HIGH LEVEL REQUIREMENTS**
- ANNEX B: ANTICIPATED HIGH LEVEL REVIEW AND REFINE REQUIREMENTS (RRR) PROCESS**
- ANNEX C: DEFINITIONS**
- ANNEX D: PRELIMINARY SECURITY REQUIREMENTS CHECKLIST (SRCL)**
- ANNEX E: NON-DISCLOSURE AGREEMENT (NDA)**

Part 1. General Information

1.1 Code of Conduct for Procurement

1.1.1 To comply with the Code of Conduct for Procurement, Respondents must respond to an Invitation to Qualify (ITQ) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the ITQ. By submitting a response, the Respondent is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement will render the response non-responsive.

1.1.2 Respondents acknowledge that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Elections Canada will declare non-responsive any response in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certificates contemplated in this Section 1.1 is found to be untrue, in any respect, by Elections Canada. If it is determined, after Contract award, that the Respondent made a false declaration or certification, Elections Canada will have the right to terminate for default the resulting Contract. The Respondent and any of the Respondent's Affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from any ensuing solicitation. Elections Canada may verify the information provided by the Respondent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

1.1.3 By submitting a response, the Respondent certifies that no one convicted under any of the provisions under Paragraphs 1.1.3(a) or (b) is to receive any benefit under a contract arising from any ensuing solicitation. In addition, the Respondent certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Respondent nor any of the Respondent's Affiliates has ever been convicted of an offence under any of the following provisions:

(a) Criminal Code of Canada, R.S.C. 1985, c. C-46:

- i. section 121 (Frauds on the government and contractor subscribing to election fund);
- ii. section 124 (Selling or Purchasing Office);
- iii. section 380 (Fraud committed against Her Majesty);
- iv. section 418 (Selling defective stores to Her Majesty);
- v. section 462.31 (Laundering proceeds of crime);
- vi. section 467.11 to 467.13 (Participation in activities of criminal organization);

(b) Financial Administration Act, R.S.C. 1985, c. F-11:

- i. paragraph 80(1)(d) (False entry, certificate or return);
- ii. subsection 80(2) (Fraud against Her Majesty);
- iii. section 154.01 (Fraud against Her Majesty);

- (c) Competition Act, R.S.C. 1985, c. C-34:
 - i. section 45 (Conspiracies, agreements or arrangements between competitors);
 - ii. section 46 (Foreign directives);
 - iii. section 47 (Bid Rigging);
 - iv. section 49 (Agreements or arrangements of federal financial institutions);
 - v. section 52 (False or misleading representation);
 - vi. section 53 (Deceptive notice of winning a prize);
- (d) Income Tax Act, R.S.C. 1985, c-1:
 - i. section 239 (False or deceptive statements);
- (e) Excise Tax Act, R.S.C. 1985, c. E-15:
 - i. section 327 (False or deceptive statements);
- (f) Corruption of Foreign Public Officials Act, S.C. 1998, c-34:
 - i. section 3 (Bribing a foreign public official);
- (g) Controlled Drugs and Substance Act, S.C. 1996, c-19:
 - i. section 5 (Trafficking in substance);
 - ii. section 6 (Importing and exporting);
 - iii. section 7 (Production of substance).

1.1.4 In circumstances where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, the Respondent must provide with its response a certified copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of responses to this ITQ is completed, Elections Canada will inform the Respondent of a time frame within which to provide the documentation. Failure to comply will render the response non-responsive.

1.1.5 Respondents understand that Elections Canada may at its sole discretion pursue a separate procurement process with a supplier who has been convicted of an offence enumerated under Paragraphs 1.1.3 (c) to (g), or with an Affiliate who has been convicted of an offence enumerated under Paragraphs 1.1.3 (c) to (g), when required to do so by law or legal proceedings, or when Elections Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- (a) only one person is capable of performing the Contract;
- (b) emergency;
- (c) national security;
- (d) health and safety; or

(e) economic harm.

Elections Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

- 1.1.6 By submitting a response, the Respondent certifies that neither the Respondent nor any of the Respondent's Affiliates have directly or indirectly paid or agreed to pay, and will not directly or indirectly pay a contingency fee to any individual for this ITQ or any ensuing solicitation or eventual, Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).
- 1.1.7 The Respondent acknowledges and agrees that the certifications contemplated must remain valid during the period of the resulting Contract arising from any subsequent solicitation.

1.2 Introduction

- 1.2.1 This ITQ is the first phase of a procurement process by Elections Canada for Corporate and Events Hosting and Operations Management. This ITQ process is not a solicitation or tender for proposals. No contract will be awarded as a result of activities conducted during the ITQ phase. Respondents are invited to pre-qualify in accordance with the terms and conditions of this ITQ in order to become Qualified Respondents for any later phases of the procurement process.
- 1.2.2 Elections Canada may run a second qualification round in accordance with the process outlined in Section 4.5 if the first round of the ITQ does not, in Elections Canada's sole discretion, result in a sufficient number of Qualified Respondents.
- 1.2.3 This ITQ or the anticipated solicitation may be cancelled by Elections Canada in part or in its entirety at any time and it may not result in the subsequent procurement process described in this document. Respondents and Qualified Respondents may withdraw from the ITQ at any time by providing written notification to the Contracting Authority. Therefore, Respondents who submit a response to the ITQ may choose not to respond on any subsequent solicitation.
- 1.2.4 Elections Canada reserves the right to cancel any of the preliminary requirements included as part of the requirement at any time during the ITQ or any other phase of the procurement process.
- 1.2.5 Even though certain Respondents may be pre-qualified by Elections Canada as a result of this ITQ, Elections Canada reserves the right to re-evaluate any aspect of the qualification of any Qualified Respondent at any time during the procurement process.

1.3 Background

1.3.1 Summary

The Chief Electoral Officer of Canada (“CEOC”), an agent of Parliament, exercises general direction and supervision over the conduct of elections and referendums at the federal level. The CEOC heads the Office of the Chief Electoral Officer, which is commonly known as Elections Canada.

Elections Canada is commencing a multi-phased, procurement process as part of the Corporate and Events Hosting and Operations Management.

After the completion of all phases, it is anticipated that the procurement process will result in the selection of a Contractor for Corporate and Events Hosting and Operations Management.

The Contractor will be responsible for Enterprise Hosting services including but not limited to:

- Web Hosting Services;
- Cloud Services;
- Legacy System Hosting;
- Disaster Recovery Services;
- Proactive Monitoring;
- Help Desk Services; and
- Operating System Software Upgrades, Maintenance and Associated Licensing.

1.3.2 Project Background

Elections Canada’s (EC) Chief Information Officer Branch (CIOB) maintains their central infrastructure in two locations as follows:

- A Managed “Service Provider” operated Tier III data-center that provides hosting services for EC’s public-facing websites and applications. The EC-dedicated equipment and peripherals at this location are owned, operated and maintained by the “Service Provider” under a managed services contract. This contract includes provision for infrastructure build-up and build-down for event and non-event periods and specifies service levels to be maintained for these periods.
- An internally managed data-center in Ottawa (“KED”) that is co-located with Shared Services Canada (SSC). The co-location agreement includes only floor space, environmental needs (power, HVAC), physical security, and environmental monitoring. Technology design, acquisition and maintenance of all datacentre hardware and software, as well as subsequent operations management and support are performed by EC personnel.

Perspective

The following is a view of the Elections Canada experience in housing its infrastructure at two separate locations:

- The two major data-centers (the “Service Provider” and SSC) operate to deliver different (albeit interdependent) capabilities. They do not provide redundancy for each other for incident management or disaster recovery.
- During web-based application development discrepancies can occur between the two data-centers as the SSC site provides the development and test environments while the “Service Provider” site provides the pre-production and the production environments.
- Sustaining synchronicity of software patch versions and technical configuration between the two sites has caused issues when applications are promoted from development to production.
- The outcome of this project must be implemented and fully operational by fall 2018.
- EC data consists of ‘Protected B’ data which cannot be viewed or retrieved by anyone other than qualified personnel. Based on Treasury Board standards, this implies that the data center/cloud solution must reside in Canada.

1.3.3 Scope of Anticipated Procurement

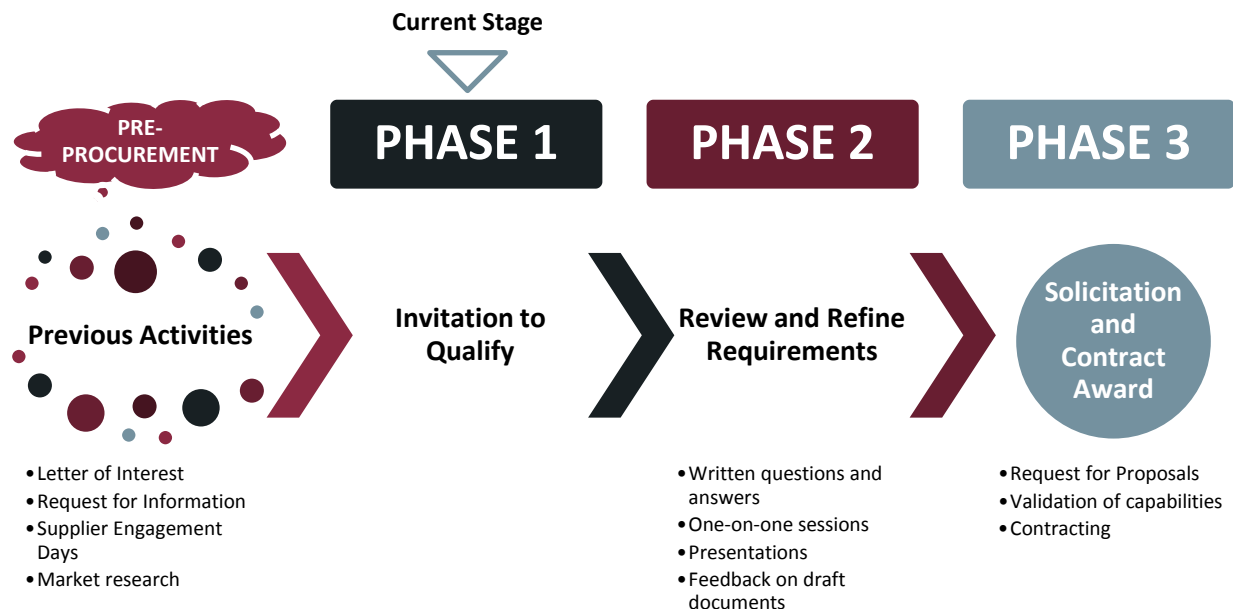
- (a) **Number of Contracts:** Currently, Elections Canada is contemplating the award of one (1) contract. Elections Canada may make use of other options which will be further detailed at the RRR phase or Solicitation and Contract Award phase.
- (b) **Term of Contract(s):** Elections Canada is currently contemplating a contract period of nine (9) years plus three (3) option periods of three (3) years each.

1.3.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO–AGP), the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Chile Free Trade Agreement, the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Canada-Peru Free Trade Agreement.

1.4 Overview of Anticipated Procurement Process

This procurement will be fulfilled through a multi-phased procurement process. The multi-phased procurement process remains subject to change or cancellation. Elections Canada anticipates that the procurement process will be conducted in the following phases and may include the associated activities:



1.4.1 Phase 1 – Invitation to Qualify (ITQ)

This ITQ is open to all suppliers and will be used to qualify Respondents to participate in subsequent phases of the procurement process. Respondents who qualify during this phase will be referred to as Qualified Respondents. This Phase 1 will result in a pre-qualified list of suppliers. Respondents will be notified of the evaluation results once the ITQ evaluation process is completed.

1.4.2 Phase 2 – Review and Refine Requirements (RRR)

Using the pre-qualified list of suppliers established in Phase 1, only Qualified Respondents will participate in Phase 2 – RRR phase. The pre-qualification will allow a more focused interaction with the Qualified Respondents to further refine the requirement by addressing the Qualified Respondents' concerns and considering the Qualified Respondents' recommendations.

During this phase, Elections Canada may provide Qualified Respondents with information associated with the anticipated solicitation which may include, but not necessarily be limited to: Elections Canada's outline of the anticipated requirement, portions of a draft statement of work, and/or draft contractual terms and conditions. This information is intended to stimulate feedback from the Qualified Respondents in order to assist Elections Canada in clarifying its direction and further refining the requirements. These interactions could include:

- (a) one-on-one sessions;
- (b) presentation sessions;

- (c) interactive collaborative tools;
- (d) providing comments and suggestions on draft documents; and/or
- (e) written questions and answers.

Elections Canada will finalize the solicitation documents following this phase.

1.4.3 Phase 3 – Solicitation and Contract Award

Elections Canada anticipates releasing solicitation documents directly and only to those Qualified Respondents who remain qualified at the time the solicitation is released. A standard enquiries (question and answer) process will ensue and be detailed in any solicitation document. Dependent on the number of contracts to be issued, the Qualified Respondent(s) which are successful during this phase will be eligible to be awarded a contract.

1.5 **Debriefings**

Respondents may request a debriefing on the results of the ITQ. Respondents should make the request to the Contracting Authority within 15 Business Days of receipt of the results of the ITQ. At Elections Canada's discretion, the debriefing may be in writing, by telephone or in person.

1.6 **Anticipated Data Sovereignty**

- 1.6.1 The protection of information, from a privacy and security perspective, is core to the integrity of government programs, which underpins confidence in Canada. All information managed by Elections Canada requires protection, including information published publicly in order to appropriately protect the confidentiality, integrity and availability of the information. Corporate and Events Hosting and Operations Management will process information up to and including "Protected B" and it is incumbent that the solution incorporates the appropriate controls in order to safeguard the interests of Elections Canada and those of its partners to this level of security. No information above Protected B will be processed by this solution.
- 1.6.2 Furthermore, security controls, which ensure the confidentiality, integrity and availability of the solution, are imperative requirements for the Corporate and Events Hosting and Operations Management, as Canadians expect Elections Canada to take all appropriate measures to protect personal and sensitive information. Therefore, the Corporate and Events Hosting and Operations Management and infrastructure may be required to be established within the geographic boundaries of Canada. Stringent contractual and technical measures must be put in place to ensure that government information is secured at all times, at rest and in motion, through encryption protection and is only accessed by those authorized to access the infrastructure for those purposes approved by the Corporate and Events Hosting and Operations Management.

Part 2. Respondent Instructions

2.1 Instructions and Conditions

Respondents who submit a response agree to be bound by the instructions, terms and conditions of this ITQ.

2.2 Procurement Business Number

Canadian suppliers are required to have a Procurement Business Number (PBN) before the effective date of any resulting Contract. Suppliers may register for a PBN in the Supplier Registration Information system, on the buyandsell.gc.ca Web site. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest [Supplier Registration Agent](#).

2.3 Submission of Responses

2.3.1 Elections Canada requires that the Respondent complete and sign the first page of the ITQ and submit such page with its response at the ITQ closing date and time. If a response is submitted by a Joint Venture, it must be in accordance with Section 2.16. If the first page of the ITQ is not provided with the response, the Contracting Authority will request it and the Respondent must provide it within the delay prescribed in such request or Elections Canada will declare the response non-responsive if not completed and submitted as requested.

2.3.2 It is the Respondent's responsibility to:

- (a) obtain clarification of the requirements contained in the ITQ, if necessary, before submitting a response;
- (b) prepare its response in accordance with the instructions contained in the ITQ;
- (c) submit a complete response by the ITQ closing date and time;
- (d) send its response only to Elections Canada ITQ Response Receiving Unit specified on page 1 of this ITQ ("ITQ Response Receiving Unit"). The ITQ Response Receiving Unit is open from 8:00 a.m. to 4:00 p.m. Monday to Friday and closed on all statutory holidays;
- (e) ensure that the Respondent's name and return address, the ITQ number, and the ITQ closing date and time are clearly visible on the envelope or the parcel(s) containing the response; and,
- (f) provide a comprehensible and sufficiently detailed response, including all requested details, that will permit a complete evaluation in accordance with the criteria set out in

the ITQ.

- 2.3.3 If Elections Canada has provided Respondents with multiple formats of a document that forms part of the ITQ (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on an alternate format), the format downloaded through GETS will take precedence and such GETS format should therefore be used by Respondents. If Elections Canada posts an amendment to the ITQ revising any documents provided to Respondents in multiple formats, Elections Canada will not necessarily update all formats to reflect these revisions. It is the Respondent's responsibility to ensure that revisions made through any ITQ amendment issued through GETS are taken into account in those alternate formats that were not revised as a result of an amendment.
- 2.3.4 Responses will remain valid and open for acceptance for a period of not less than 40 Business Days from the ITQ closing date. Elections Canada reserves the right to seek a written extension of the response validity period from all Respondents. If the extension is accepted by all Respondents, Elections Canada will continue with the evaluation of the responses. If the extension is not accepted by all Respondents, Elections Canada will, at its sole discretion, either continue with the evaluation of the responses of those who have accepted the extension or cancel the ITQ.
- 2.3.5 Response documents and supporting information may be submitted in either English or French.
- 2.3.6 All responses received prior to the ITQ closing date and time will become the property of Elections Canada and will not be returned. All responses will be treated as confidential, subject to the provisions of the [Access to Information Act, R.S. 1985, c. A-1](#) and the [Privacy Act, R.S. 1985, c. P-21](#).
- 2.3.7 Unless specified otherwise in the ITQ, Elections Canada will evaluate only the documentation provided with a Respondent's response. Elections Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the response in accordance with the ITQ.
- 2.3.8 A response cannot be assigned or transferred in whole or in part.
- In circumstances where a Respondent undergoes a corporate restructure during the ITQ Phase, Elections Canada may, at its discretion, consent to a substitution of a response where:
- (i) a request is made by the Respondent in writing to the Contracting Authority to substitute the response; and
 - (ii) the proposed substitute Respondent adopts the response for the same goods and services, on the same terms and conditions as the response submitted by the original Respondent.

2.4 Submission of Only One Response from a Responding Group

2.4.1 A Respondent, including Affiliates, will be permitted to submit only one response in response to this ITQ. If a Respondent or any Affiliate participate in more than one response (participating means being part of the Respondent, not being a subcontractor), Elections Canada will provide those Respondents with two Business Days to identify the single response to be considered by Elections Canada. Failure to meet this deadline will result in all the affected responses being disqualified.

2.4.2 For the purposes of this Section, "responding group" means all Affiliates (whether those Affiliates include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the Affiliates concerned is incorporated or otherwise formed as a matter of law (whether that Affiliate is a natural person, corporation, partnership, etc.), an Affiliate 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) they are "related persons" or "affiliated persons" according to the [Canada Income Tax Act](#);
- (c) the Affiliates have now or in the two years before ITQ closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (d) the Affiliates 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.

2.4.3 Individual members of a Joint Venture cannot participate in another ITQ, either by submitting a response alone or by participating in another Joint Venture.

2.5 Transmission by Facsimile and E-mail

Responses transmitted by facsimile or electronic mail to Elections Canada will not be accepted.

2.6 Late Responses

Elections Canada will return unopened all responses delivered after the stipulated ITQ closing date and time, unless they qualify as a delayed response as described in Section 2.7.

2.7 Delayed Responses

2.7.1 A response delivered to the ITQ Response Receiving Unit after the ITQ closing date and time but before the announcement of the successful Qualified Respondents may be considered, provided the Respondent can clearly prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed responses. The only pieces of evidence relating to a delay in the CPC system that are acceptable to Elections Canada are:

- (a) a CPC cancellation date stamp;
- (b) a CPC Priority Courier bill of lading; or
- (c) a CPC Xpresspost label,

that clearly indicates that the response was mailed at a date that would otherwise have allowed its delivery before the ITQ closing date.

2.7.2 Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of responses are not acceptable reasons for the response to be accepted by Elections Canada.

2.7.3 Postage meter imprints, whether imprinted by the Respondent, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

2.8 Delayed Response When Using Courier Companies

It is the responsibility of the Respondent to allow sufficient time to courier companies to deliver the Respondent's response before the ITQ closing date and time. Delays caused by courier companies, including delays caused by postal code errors, cannot be construed as "undue delay in the mail" and will not be accepted as a delayed response under Section 2.7.

2.9 Customs Clearance

It is the responsibility of the Respondent to allow sufficient time to obtain customs clearance, where required, before the ITQ closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed response under Section 2.7.

2.10 Legal Capacity

The Respondent must have the legal capacity to act at all phases of the procurement process. If the Respondent is a sole proprietorship, a partnership or a corporate body, the Respondent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the

registered or corporate name and place of business. This also applies to Respondents submitting a response as a Joint Venture.

2.11 Rights of Elections Canada

Elections Canada reserves the right to:

- (a) reject any or all responses received in response to the ITQ;
- (b) cancel the ITQ and/or RRR and/or anticipated solicitation at any time;
- (c) reissue the ITQ;
- (d) if no responsive responses are received and the requirement is not substantially modified, reissue the ITQ by inviting only the Respondents that had submitted a response to resubmit responses within a period designated by Elections Canada; and
- (e) proceed to the RRR and/or Solicitation and Contract Award phases of the procurement only with those Qualified Respondents.

2.12 Rejection of Responses

2.12.1 Elections Canada may reject a response where any of the following circumstances is present:

- (a) the Respondent is bankrupt or, for whatever reason, its activities are rendered inoperable for an extended period;
- (b) evidence, satisfactory to Elections Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Respondent, any of its employees or any subcontractor included as part of the response;
- (c) evidence, satisfactory to Elections Canada, that based on past conduct or behavior, the Respondent, a subcontractor or an Affiliate who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (d) Elections Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Respondent, any of its employees or any subcontractor included as part of the response; and
- (e) Elections Canada determines that the Respondent's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Respondent performed the Work in accordance with those contracts, is sufficiently poor to jeopardize the successful completion of the requirement of this ITQ.

2.12.2 Where Elections Canada intends to reject a response pursuant to a provision of Subsection 2.12.1, the Contracting Authority will so inform the Respondent and provide the Respondent 10 Business Days within which to make representations, before making a final decision on the rejection of the response.

2.13 Communications

2.13.1 To ensure the integrity of the competitive procurement process, enquiries and other communications regarding the ITQ must be directed only to the Contracting Authority identified in the ITQ through e-mail only at: proposition-proposal@elections.ca. Failure to comply with this requirement may result in the response being declared non-responsive.

2.13.2 To ensure consistency and quality of information provided to Respondents, and subject to Section 2.19, enquiries received and the replies to such enquiries that result in clarifications or modifications to the requirement or that provide additional information related to the requirement will be provided simultaneously to all Respondents to which the ITQ has been sent, in the same manner in which the ITQ was sent, without revealing the sources of the enquiries.

2.14 Response and Participation Costs

No reimbursement or payment will be made for any costs incurred in the preparation and submission of a response in response to the ITQ or in participation in the RRR phase. All costs associated with preparing and submitting a response, as well as any costs incurred by the Respondent associated with the evaluation of the response, travel or in attending meetings, are the sole responsibility of the Respondent.

2.15 Conduct of Evaluation

2.15.1 In conducting its evaluation of the responses, Elections Canada may, but will have no obligation to, do the following:

- (a) seek clarification or verification from Respondents regarding any or all information provided by them with respect to the ITQ;
- (b) contact any or all client references supplied by Respondents to verify and validate any information submitted by them;
- (c) request specific information with respect to Respondents' legal status;
- (d) conduct a survey of Respondents' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the ITQ;

- (e) verify any information provided by Respondents through independent research, use of any government resources or by contacting third parties; and
- (f) interview, at the sole costs of Respondents, any Respondent.

2.15.2 Respondents must comply with any request related to any of the items listed in Subsection 2.15.1 within the delay prescribed in such request. Failure to comply with the request may result in the response being declared non-responsive.

2.16 Joint Venture

2.16.1 A Joint Venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit together a response on a requirement. Respondents who submit a response as a Joint Venture must indicate clearly that it is a Joint Venture and provide the following information:

- (a) the name of each member of the Joint Venture;
- (b) the PBN of each member of the Joint Venture;
- (c) the name of the representative of the Joint Venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
- (d) the name of the Joint Venture, if applicable.

2.16.2 If the information is not clearly provided in the response, the Respondent must provide the information on request from the Contracting Authority within the delay prescribed in such request. Failure to comply with the request may result in the response being declared non-responsive.

2.16.3 The first page of the ITQ must be signed by all the members of the Joint Venture unless one member has been appointed to act on behalf of all members of the Joint Venture. The Contracting Authority may, at any time, require each member of the Joint Venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the ITQ. If, through a subsequent procurement process, a contract is awarded to a Joint Venture, all members of the Joint Venture will be jointly and severally liable for the performance of the Contract.

2.17 Conflict of Interest – Unfair Advantage

2.17.1 In order to protect the integrity of the procurement process, Respondents are advised that Elections Canada may reject a response in the following circumstances:

- (a) if the Respondent, any of its subcontractors, or any of their respective employees or former employees was involved in any manner in the preparation of the ITQ or in any situation of conflict of interest or appearance of conflict of interest;
- (b) if the Respondent, any of its subcontractors, or any of their respective employees or former employees had access to information related to the ITQ that was not available to other Respondents and that would, in Elections Canada's sole discretion, give or appear to give the Respondent an unfair advantage.

2.17.2 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) will not, in itself, be considered by Elections Canada as conferring an unfair advantage or creating a conflict of interest, subject however, if such Respondent trigger any of the circumstances identified in Paragraphs 2.17.1(a) and (b).

2.17.3 Without limiting in any way the provisions described in Section 2.17.1 and 2.17.2 above, Respondents are advised that Elections Canada has engaged the assistance of the following contractors and resources who have provided services including the review of content in preparation of this ITQ and/or who have had, or may have had, access to information related to the content of the ITQ or other documents related to this ITQ.

Contractors:

Lumina IT Inc.

Modis Canada Inc.

Facilité Informatique Canada Inc.

Procom Consultants Group Ltd.

TeraMach Technologies Inc.

Resources (last name, first name):

Séguin, John

Lalonde, Norma

Salvador, Maurice

Douglas, Suzanne

Ross, Elliot

Any response that is received from one of the above-noted Respondents, whether as a sole Respondent, Joint Venture, or as a sub-contractor to a Respondent; or for which one of the above-noted resources provided any input unto the response, will be considered to be in contravention of the Conflict of Interest clauses identified in Section 2.17, and the response will be declared non-responsive.

2.17.4 Where Elections Canada intends to reject 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 ITQ 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 Elections Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2.18 Entire Requirement

The ITQ contains all the relevant information relating to the requirement outlined in the present document. Any other information or documentation provided to or obtained by a Respondent from any source are not relevant to this ITQ. Respondents should not assume that practices used under previous contracts or procurement processes will continue, unless they are described in the ITQ. Respondents should also not assume that their existing capabilities meet the requirements of the ITQ simply because they have met previous requirements.

2.19 Enquiries

2.19.1 All enquiries must be submitted in writing to the Contracting Authority no later than 10 Business Days before the ITQ closing date. Enquiries received after that time may not be answered.

2.19.2 Respondents should reference as accurately as possible the numbered item of the ITQ to which the enquiry relates. Care should be taken by Respondents to explain each question in sufficient detail in order to enable Elections Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Elections Canada determines that the enquiry is not of a proprietary nature. Elections 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 Elections Canada.

2.20 Applicable Laws

2.20.1 The ITQ must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, subject always to any paramount or applicable federal laws.

2.20.2 Respondents may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their response, by indicating in their response the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the laws of Ontario are acceptable to the Respondent.

2.21 Improvement of Requirement during ITQ

2.21.1 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 five Business Days before the ITQ closing date. Elections Canada will have the right to accept or reject any or all suggestions.

Part 3. Response Preparation Instructions

3.1 Response Preparation Instructions

3.1.1 Copies of Response

Elections Canada requests that Respondents provide their response in separately bound and sealed sections as follows:

Section I: ITQ Response four (4) hard copies and one (1) soft copy on a USB storage device.

Section II: Certifications (1 hard copy).

3.1.2 If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will take precedence over the wording of the soft copy.

3.1.3 Pricing or Financial Information

Pricing or financial information is not a requirement and should not be included in the response.

3.1.4 Format of Response

Elections 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; and

- (d) include a table of contents.

3.1.5 Government of Canada's Policy on Green Procurement

In April 2006, the Government of 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/achatsprocurement/politique-policy-eng.html>). To assist Elections Canada in reaching its objectives, Respondents should:

- (a) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and
- (b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

3.1.6 Joint Venture Experience

- (a) Where the Respondent is a Joint Venture with existing experience as that Joint Venture, it may submit the experience that it has obtained as that Joint Venture.

Example: A Respondent is a Joint Venture consisting of members L and O. A solicitation requires that the Respondent demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a Joint Venture (consisting of members L and O), the Respondent has previously done the work. This Respondent can use this experience to meet the requirement. If member L obtained this experience while in a Joint Venture with a third party N, however, that experience cannot be used because the third party N is not part of the Joint Venture that is response.

- (b) A Joint Venture Respondent may rely on the experience of one of its members to meet any given technical criterion of this ITQ.

Example: A Respondent is a Joint Venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Respondent have three years of experience providing maintenance service, and (b) that the Respondent have two years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the Joint Venture. However, for a single criterion, such as the requirement for three years of experience providing maintenance services, the Respondent cannot indicate that each of members X, Y and Z has one year of experience, totaling three years. Such a response would be declared non-responsive.

- (c) Joint venture members cannot pool their abilities with other Joint Venture members to satisfy a single technical criterion of this ITQ. However, a Joint Venture member can pool its individual experience with the experience of the Joint Venture itself. Wherever substantiation of a criterion is required, the Respondent is requested to indicate which Joint Venture member satisfies the requirement. If the Respondent has not identified which Joint Venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Respondent to submit this information during the evaluation period. If the Respondent does not submit this information within the period set by the Contracting Authority, its response will be declared non-responsive.

Example: A Respondent is a Joint Venture consisting of members A and B. If an ITQ requires that the Respondent demonstrate experience providing resources for a minimum number of 100 billable days, the Respondent may demonstrate that experience by submitting either:

- i. Contracts all signed by A;
 - ii. Contracts all signed by B; or
 - iii. Contracts all signed by A and B in Joint Venture, or
 - iv. Contracts signed by A and contracts signed by A and B in Joint Venture, or
 - v. Contracts signed by B and contracts signed by A and B in Joint Venture. That show in total 100 billable days.
- (d) Any Respondent with questions regarding the way in which a Joint Venture response will be evaluated should raise such questions through the Enquiries process as early as possible during the ITQ period.

3.2 Language for Future Communications

Respondents are requested to identify, in Form 1 – Response Submission Form, which of Canada’s two official languages will be used for future communications with Elections Canada regarding this ITQ and all subsequent phases of the anticipated solicitation. After the ITQ closing date, the Respondent may submit an amended Form 1 – Response Submission Form to the Contracting Authority to modify the specified language for future communications.

3.3 Content of Response

A complete response to the ITQ consists of the following:

3.3.1 Response Submission Form

Respondents are requested to include Form 1 – Response Submission Form with their responses. It provides a common form in which Respondents can provide information required for evaluation, such as a contact name, the Respondent’s Procurement Business

Number, etc. Using the Response Submission Form is not mandatory. If Elections Canada determines that the information submitted by Respondents in the Response Submission Form is incomplete or requires correction, the Contracting Authority will so inform the Respondent and provide the Respondent with a time frame within which to meet the requirement. If the Respondent fails to comply with the request of the Contracting Authority and meet the requirement within that time period, the response will be deemed non-responsive.

3.3.2 ITQ Mandatory Evaluation Criteria

The response must demonstrate and substantiate compliance with all ITQ mandatory evaluation criteria found in Part 4 – Evaluation Procedures and Basis of Qualification, Annex A – ITQ Mandatory Evaluation Criteria.

3.3.3 Certifications

- (a) The certificates under Part 5 must be completed by Respondents in accordance with this Subsection. Respondents must provide the required certifications and associated information to become Qualified Respondents. Subject to Subsection 3.3.3 (C), Elections Canada will declare a response non-responsive if the required certifications are not completed and submitted as requested.
- (b) Respondents' compliance with the certifications provided to Elections Canada is subject to verification by Elections Canada at all times. The Contracting Authority will have the right to ask for additional information to verify Respondents' compliance with the certifications which may also include third-parties. The response will be declared non-responsive if any certification made by the Respondent is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the response non-responsive.
- (c) The certificates under Part 5 should be completed and submitted with the response but may be submitted afterwards. If any of these required certificates is not completed and submitted as requested, the Contracting Authority will so inform the Respondent and provide the Respondent with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the response non-responsive.
- (d) Certain certifications that are not required as part of the ITQ may be required in any of the ensuing phases of the procurement process.

Part 4. Evaluation Procedures and Basis of Qualification

4.1 General Evaluation Procedures

- 4.1.1 Responses will be assessed in accordance with the entire requirement of the ITQ including the evaluation criteria.
- 4.1.2 An evaluation team composed of representatives from Elections Canada will evaluate the responses. Elections Canada may hire any independent consultant, or use any government resources, to evaluate any 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 Elections Canada, subject to Elections Canada's obtaining its usual confidentiality undertakings from these third parties.
- 4.1.3 In addition to any other time periods established in the ITQ:
- (a) **Requests for Clarification:** If Elections Canada seeks clarification or verification from the Respondent about its response, including certifications, the Respondent will have two Business Days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Elections 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 at its sole discretion.

4.2 ITQ Mandatory Evaluation Criteria

- 4.2.1 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. Respondents that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- 4.2.2 Respondents should demonstrate their understanding of the requirements contained in this ITQ and address clearly and in sufficient depth the points that are subject to the evaluation. Simply repeating the statement contained in the ITQ is not sufficient.
- 4.2.3 Only referenced material included within the Respondent's response, or clarified upon request by the Contracting Authority, will be evaluated. Reference material outside of the Respondent's response will not be considered. It is the sole responsibility of the Respondent to provide sufficient information so that their responses can be adequately evaluated.

4.3 Client Reference Checks

- 4.3.1 The Respondent is requested to provide a third-party reference for each project in its response using Form 2 – Project Reference Check Form. If any of the required information is not submitted as requested and in the event that Elections Canada decides to conduct client

reference checks, the Contracting Authority will so inform the Respondent and provide the Respondent with a time frame within which to meet the requirement. If the Respondent fails to comply with the request of the Contracting Authority and meet the requirement within that time period, the response will be deemed non-responsive.

- 4.3.2 It is the sole responsibility of the Respondent to ensure that it provides a client-reference contact that is knowledgeable about the services the Respondent has provided to its client-reference contact and who is willing to act as a client reference. It is the responsibility of the Respondent to confirm in advance that their client-reference contact will be available to provide a complete client reference check.
- 4.3.3 For client reference checks, Elections Canada will conduct the verification by e-mail. Elections Canada will notify all client-reference contacts supplied by the Respondent using the e-mail address provided in the Project Reference Check Form. A Respondent will not meet the mandatory requirement unless a client reference is received within five Business Days of the date that Elections Canada's e-mail was sent.
- 4.3.4 On the third Business Day after sending out the client reference check request, if Elections Canada has not received a response from the client-reference contact, Elections Canada will notify the Respondent by e-mail, to allow the Respondent to contact its client-reference contact directly to ensure that it responds to Elections Canada within the required number of Business Days stipulated in 4.3.3. If the individual named by a Respondent is unavailable when required during the evaluation period, the Respondent may provide the name and e-mail address of an alternate contact person from the same client-reference contact. Respondents will only be provided with this opportunity once for each client-reference contact, 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 client-reference contact if the original client-reference contact indicates that they are unwilling or unable to respond). The number of Business Days stipulated in 4.3.3 will not be extended to provide additional time for the alternate client-reference contact to respond.
- 4.3.5 Wherever information provided by a client-reference contact differs from the information supplied by the Respondent, the information supplied by the client reference will be the information accepted and assessed by the Elections Canada evaluation team.
- 4.3.6 Whether or not to conduct client reference checks is discretionary. However, if Elections Canada chooses to conduct client reference checks, it will check the client references for that requirement for all Respondents who have not, at that point, been found non-responsive.

4.4 Basis of Qualification

- 4.4.1 A response must comply with the requirements of the ITQ and meet all ITQ mandatory evaluation criteria to be declared responsive. A Respondent whose response has been

declared responsive is a Qualified Respondent for the next phase of the ITQ or anticipated solicitation process. However, Elections Canada reserves the right to re-evaluate the qualification of any Qualified Respondent at any time during the next phase of the ITQ or anticipated solicitation process.

- 4.4.2 Unless Elections Canada determines in its sole discretion to conduct a second qualification round in accordance with Section 4.5, unsuccessful Respondents will not be given another opportunity to participate or be re-evaluated for the subsequent phases of the procurement process.
- 4.4.3 All Respondents will be notified in writing by the Contracting Authority regarding whether or not they have qualified.

4.5 Second Qualification Round

- 4.5.1 Elections Canada reserves the right, in its sole discretion, to conduct a second qualification round among the unsuccessful Respondents if, in Elections Canada's sole discretion, the evaluation of responses to this ITQ is completed and results in an insufficient number of Qualified Respondents.
- 4.5.2 If Elections Canada determines that unsuccessful Respondents will be given a second opportunity to qualify, Elections Canada will provide written information to all unsuccessful Respondents regarding the reasons they were unsuccessful during the evaluation of responses to this ITQ.
- 4.5.3 There will be no substantial modifications made to the requirement or the ITQ mandatory evaluation criteria for the second qualification round. Elections Canada may however, at its sole discretion, include minor adjustments to the ITQ. Those adjustments will not have any impact on the nature or scope of the overall requirements.
- 4.5.4 Unsuccessful Respondents will be given seven Business Days following notification of a second qualification round (or a longer period if specified in writing by the Contracting Authority) to re-submit a response to the ITQ.
- 4.5.5 Any Respondent who does not qualify as a result of the second qualification round will be declared non-responsive and will not be given another opportunity to participate or be re-evaluated for any subsequent phase of this procurement process.

Annex A: ITQ Mandatory Evaluation Criteria

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

Substantiation of Technical Compliance

1. Respondents must respond to the corresponding mandatory requirements by providing a description explaining, demonstrating, substantiating and justifying their qualifications. Respondents are requested to utilize the unique number and associated title of each mandatory requirement in their response. Respondents are requested to indicate where their mandatory requirement is met by entering the location (e.g. volume/binder number, page number, etc.) in the “Cross Reference to Response” column. Respondent’s responses to the mandatory requirements will be evaluated as either “Met” or “Not Met”. A single “Not Met” will result in the response being deemed non-responsive.
2. Respondents are requested to submit a Project Reference Check Form for each project claimed in response to corresponding mandatory requirement(s).
3. Respondents should only provide the required reference project(s) as indicated in each mandatory requirement. If more than the required number of reference project(s) is provided, the Respondents will be required to clarify which reference project(s) apply to corresponding mandatory requirement(s).
4. In determining years of experience, overlapped years or months for projects submitted by the Respondent to demonstrate such experience will only be counted once for evaluation purposes.
5. Reference project(s) must have been commenced by the ITQ closing date. For projects that have not been completed at the ITQ closing date, the project duration will be calculated as the duration between the project start date and the ITQ closing date.

Legal Requirements:

#	Requirement Area	Mandatory Requirement	Cross Reference to Response
M1	Corporate / Organization	The Respondent must provide its full legal name. If the respondent is a joint venture, the full legal name of each joint venture member must be provided as well.	
M2	Corporate / Organization	The Respondent must provide an organization chart for the Respondent showing all persons including, but not	

#	Requirement Area	Mandatory Requirement	Cross Reference to Response
		<p>limited to, organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies or subsidiaries, whether partly or wholly-owned, as well as individuals, directors, officers and key employees if:</p> <ul style="list-style-type: none"> ✓ one entity [listed above] controls or has the power to control the other entity, or ✓ a third entity has the power to control the other entities. 	

Financial and Managerial Requirements:

#	Requirement Area	Mandatory Requirement	Cross Reference to Response
M3	Corporate & Financial Stability	<p>The Respondent must have an annual revenue equal to or greater than \$100 million.</p> <p>Please provide the following information:</p> <ul style="list-style-type: none"> ✓ Vendor Name, Corporate Address, and Canadian office locations; ✓ Vendor Contact Information (Name, Telephone Number and e-mail Address); ✓ Vendor IT Security Contact (Name, Telephone Number and e-mail Address); ✓ Vendor Privacy Contact (Name, Telephone Number and e-mail Address); ✓ Brief Company History; ✓ Financial statements for the 3 most recent fiscal years. 	
M4	Corporate Industrial Security	<p>The Respondent must maintain information security policies and procedures that meet the following standards for the duration of the contract:</p> <ul style="list-style-type: none"> ✓ ISO 27001; ✓ AICPA Service Organization Control (SOC) – SOC 2 Reports; ✓ FedRAMP moderate control baseline with SOC2 reports. <p>In that regard the Respondent must:</p> <ul style="list-style-type: none"> ✓ Provide Elections Canada with a copy of each certificate; and 	

Corporate and Events Hosting and Operations Management

#	Requirement Area	Mandatory Requirement	Cross Reference to Response
		<ul style="list-style-type: none"> ✓ Agree, in writing, to participate in annual Industrial Security audits performed by either Elections Canada, or Public Services and Procurement Canada, or a qualified third party designate of either Elections Canada or Public Services and Procurement Canada. 	

Technical Requirements:

#	Requirement Area	Mandatory Requirement	Cross Reference to Response
M5	Enterprise Hosting Experience	<p>The Respondent must provide three (3) client references that demonstrate how it meets this requirement. At least one (1) of the client references must be, or must have been an Enterprise hosting client of the Respondent for a minimum of thirty-six (36) consecutive months. At least one (1) of the client references must have a minimum annual billing of \$90,000 (applicable sales taxes included) for “enterprise hosting services”. The calculation of the \$90,000 cannot incorporate the fees associated with professional services rendered in relation to the “enterprise hosting services”.</p> <p>“Enterprise hosting services” must include all of the following:</p> <ul style="list-style-type: none"> ✓ hosting services; ✓ cloud services; ✓ legacy system hosting; ✓ disaster recovery services; ✓ proactive monitoring; ✓ help desk services; and ✓ Operating System software upgrades and maintenance and associated licensing. <p>A “client” is any organization that is unrelated to the Respondent (hereinafter “Client”).</p> <p>An “unrelated client” is one that is not, in any way, an affiliate of any of the other clients used to respond to this requirement (hereinafter “Different Client”).</p> <p>Each client reference must contain the following</p>	

Corporate and Events Hosting and Operations Management

#	Requirement Area	Mandatory Requirement	Cross Reference to Response
		<p>information:</p> <ul style="list-style-type: none"> ✓ Client organization name, address, telephone number and email addresses; ✓ Year and month of the start and end date (if applicable) of “enterprise hosting services”; ✓ Number of months that “enterprise hosting services” were provided by the Respondent; and ✓ Amount billed annually (applicable sales taxes included) to the client for “enterprise hosting services”, which amount must exclude the fees associated with professional services rendered in relation to the “enterprise hosting services”. 	
M6	Hosting Facilities	<p>The Respondent’s hosting facilities must include two separate and geographically distinct UTI Tier III certified Data Centre facilities or facilities that meet UTI Tier III certification requirements, located in Canada. The Respondent must demonstrate how it meets this requirement by providing the following information:</p> <ul style="list-style-type: none"> ✓ Location of the primary data center infrastructure which will be used to provide the service (Street, City, Province and Postal Code); ✓ Description of the primary data center facility; ✓ Location of the alternate [“Disaster Recovery”] site/s (Street, City, Province, Postal Code) ✓ Description of the alternate [“Disaster Recovery”] site/s ✓ Assurance that all transmission of data between the Primary and Disaster Recovery sites must remain in Canada to maintain data sovereignty. 	
M7	Operations and Maintenance	<p>The Respondent must experience, obtained during the five years prior to the closing date for this ITQ, on boarding, installing, operating and maintaining “enterprise hosting services” that include the following services:</p> <ul style="list-style-type: none"> ✓ An “on-boarding” service methodology to facilitate transition from a pre-existing enterprise hosting provider; ✓ Service configuration/reconfiguration/optimization; ✓ Maintaining application development infrastructure built for different “System Development Life Cycles” (SDLCs) including 	

Corporate and Events Hosting and Operations Management

#	Requirement Area	Mandatory Requirement	Cross Reference to Response
		<p>“Waterfall”, “DevOps”, “Agile”, etc.;</p> <ul style="list-style-type: none"> ✓ Application hosting orchestration and management; ✓ Cooperative governance with clients; ✓ An ISO standard “Quality Assurance” (ISO 10005:2005) model; ✓ ITIL v3 based “IT Service Management”; and ✓ An “off-boarding” service methodology to facilitate transition from the “enterprise hosting services” provider to another unaffiliated “enterprise hosting services” provider. <p>Note: The Respondent must provide a detailed description of how it has provided each of the above and must provide five (5) different client references, one for each of the above services so that EC may validate the information provided by the Respondent with its client.</p>	
M8	Server Management and Maintenance	<p>The Respondent and/or its “core team members” must have experience, obtained during the five (5) years prior to the closing date for this ITQ, in building, deploying and operating 1,000+ virtual servers for each of three (3) individual customers, where each customer has 1,000+ employees.</p> <p>The Respondent must describe in sufficient detail the extent of the overall corporate experience of it and/or its “core team members” in the supply and servicing of those servers, including maintenance and break/fix, operating 24 hours per day, 7 days per week, 365 days per year with at least a 4-hour response time, over the past 2 years.</p>	
M9	Bilingual Support Services	<p>The Respondent must have provided to a Client a centralized service desk and network operations center located in Canada to manage “enterprise hosting services” for a period of at least 24 continuous months (which can include the implementation phase) in the last 5 years prior to the closing date of this ITQ, where the service desk and network operations center it provided met or exceeded all of the following:</p> <ul style="list-style-type: none"> ✓ provided 7 day x 24 hour x 365 day service monitoring; ✓ provided 7 day x 24 hour x 365 day change and 	

#	Requirement Area	Mandatory Requirement	Cross Reference to Response
		incident tracking; ✓ provided 7 day x 24 hour x 365 day incident escalations; and ✓ provided 7 day x 24 hour x 365 day bilingual (English and French) phone support.	
M10	Cloud Services	<p>The Respondent must demonstrate that it or it's "cloud service partners" use open, published, and supported mechanisms to enable interoperability between components and to facilitate the migration of applications.</p> <p>The Respondent and/or it's "cloud service partners" must demonstrate that it provided the following services:</p> <ul style="list-style-type: none"> ✓ Service provisioning; ✓ Trouble ticketing; ✓ User provisioning (e.g. to manage users and facilitate user creation and ongoing management) ✓ Authentication (e.g. to enable SSO experience) ✓ Service by monitoring (e.g. resource usage statistics, alerts); and ✓ Service state transitions (e.g. start, stop) <p>The Respondent must demonstrate that the cloud management platform described above consists of but not limited to the following functions:</p> <ul style="list-style-type: none"> ✓ self-service portal; ✓ service catalogue; ✓ chargeback/show back; ✓ capacity management; ✓ performance management; ✓ configuration and change management; ✓ life cycle management; ✓ orchestration; and ✓ external cloud connector. <p>The Respondent must provide three (3) client references that demonstrate how it meets this requirement. At least one (1) of the client references must be, or must have been an Enterprise hosting client with the Respondent for a minimum of thirty-six (36) consecutive months.</p>	

Form 1: Response Submission Form

Office of the Chief Electoral Officer File No. ECCL-ITQ-16-0226 Response Submission Form		
Respondent's full legal name <i>In the case of a Joint Venture, please identify all members.</i>		
Authorized representative of Respondent for evaluation purposes (e.g. clarifications)	Name	
	Title	
	Address	
	Telephone #	
	E-mail	
Respondent's procurement business number (PBN)		
Requested language for future communications regarding this procurement process – <i>please indicate French or English or French & English</i>		
Requested Canadian province or territory for applicable laws		
Respondent's proposed site or premises requiring safeguard measures and document safeguarding security level	Street address with unit/apartment, if applicable	
	City	
	Province/territory/state	
	Postal code/zip code	
	Country	
Security clearance level of Respondent <i>Please ensure that the security clearance matches the legal name of the Respondent. If it does not, the security clearance is not valid for the Respondent.</i>	Clearance level	
	Date granted	
	Issuing department or agency (PSPC, RCMP, etc.)	
	Legal name to which clearance issued	
On behalf of the Respondent, by signing below, I confirm that I have read the entire ITQ, including the documents incorporated by reference into the ITQ, and I certify and agree that: 1. All the information provided in the response is complete, true and accurate; and 2. The Respondent agrees to be bound by all the terms and conditions of this ITQ, including the documents incorporated by reference into it.		
Signature of the authorized representative of the Respondent		
Print name of authorized representative of the Respondent		

Print title of authorized representative of the Respondent	
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Form 2: Project Reference Check Form

Instructions to Respondents:

1. Respondents are requested to submit a Project Reference Check Form for each project in response to each mandatory requirement in the ITQ Mandatory Evaluation Criteria.

PROJECT REFERENCE CHECK FORM	
Mandatory Requirement Number (from ITQ Mandatory Evaluation Criteria)	
Project Reference Title	
Project Start and End Dates (month-year format)	
Description of Referenced Project and Work Performed by the Respondent	
Name of Client Organization	
Name of Client Contact	
Title of Client Contact (while working on the referenced project)	
Role of Client Contact (while working on the referenced project)	
Name of Organization the Client Contact is Currently Working for (if the client-reference contact is no longer working for the client organization identified for the referenced project)	
Current Telephone Number of Client Contact	
Current E-mail Address of Client Contact	

Part 5. Certificates

5.1 Independent Response

5.1.1 I, the undersigned, on behalf of _____ [insert name of Respondent] (the "Respondent") in submitting the accompanying response (the "response") to Elections Canada for the Corporate and Events Hosting and Operations Management hereby make the following statements, that I certify to be true and complete in every respect:

- (a) I have read and I understand the contents of this Certificate;
- (b) I understand that the Respondent will be disqualified if this Certificate is found not to be true and complete in every respect;
- (c) I am authorized by the Respondent to sign this Certificate, and to submit the response, on behalf of the Respondent;
- (d) each person whose signature appears on the response has been authorized by the Respondent to determine the terms of, and to sign, the response, on behalf of the Respondent;
- (e) for the purpose of this Certificate and the response, I understand that the word "competitor" shall include any individual or organization, other than the Respondent, whether or not an Affiliate of the Respondent, who:
 - i. has been requested to submit a response to the ITQ;
 - ii. could potentially submit a response to the ITQ, based on their qualification, abilities or experience;
- (f) the Respondent disclosed that (check one of the following, as applicable):
 - i. () the Respondent has arrived at the response independently from, and without consultation, communication, agreement or arrangement with, any competitor;

OR

- ii. () the Respondent has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this ITQ, and the Respondent disclosed, in the attached document(s) complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultation, communications, agreements or arrangements.

- (g) in particular, without limiting the generality of subparagraphs (f)i. or (f)ii. above, there has been no consultation, communications, agreement or arrangement with any competitor regarding:
 - i. prices
 - ii. methods, factors or formulas used to calculate prices;
 - iii. the intention or decisions to submit, or not to submit, a response; or
 - iv. the submission of a response which does not meet the specifications of the ITQ; except as specifically disclosed pursuant to subparagraph (f)ii. above:
- (h) the terms of the response have not been, and will not be, knowingly disclosed by the Respondent, directly or indirectly, to any competitor, prior to the date and time of the official ITQ opening unless otherwise required by law or as specially disclosed pursuant to subparagraph (f)ii. above.

5.2 Corporate Experience

By submitting a response, the Respondent certifies that all the information provided regarding their corporate experience and supporting material submitted with its response, particularly the information pertaining to the Respondent's experience and project scope, is true and accurate.

5.3 Federal Contractors Program

5.3.1 The Federal Contractors Program for employment equity is intended to address employment disadvantage for the four designated groups: women, Aboriginal peoples, persons with disabilities and members of visible minorities. Further information is available on the Employment and Skills Development Canada (ESDC) Website.

5.3.2 The Respondent certifies as follows (check only one of the following):

- (a) () it does not have a work force in Canada;
- (b) () it is a public sector employer;
- (c) () it is a federally regulated employer being subject to the Employment Equity Act;
- (d) () it has a combined work force in Canada of less than 100 employees. A 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;
- (e) () it has a combined workforce in Canada of 100 or more employees; and
 - i. () it already has a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ii. () it has submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to complete the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

5.3.3 The Respondent further certifies as follows (check only one of the following):

- (a) () it is not a Joint Venture;

OR

- (b) () it is a Joint Venture. In the event that the Respondent is a Joint Venture, each member of the Joint Venture must provide the Contracting Authority with a certificate containing the certification set-out in Section 5.3.2 of this Certificate.

5.4 Former Public Servant

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

5.4.2 For the purposes of this clause,

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

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

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

“pension” means, 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 *Canada Pension Plan Act*, R.S., 1985, c. C-8.

5.4.3 Is the Respondent a FPS in receipt of a pension as defined above? **YES ()** **NO ()**

If yes, 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.

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

5.4.4 Is the Respondent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES ()** **NO ()**

If yes, the Respondent must provide the following information:

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

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

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

5.5 Acknowledgment

5.5.1 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 Qualified Respondents during the RRR phase are aware of and accept the Review and Refine Requirements Instructions in Part 7 and in accordance with Annex E: Non-Disclosure Agreement (NDA).

Signature of the authorized representative of the Respondent

Date

Print name of authorized representative of the Respondent:

Print title of authorized representative of the Respondent:

Part 6. Security

- 6.1.1 A Respondent is not required to have security clearance in order to become a Qualified Respondent. Security clearance and other security requirements will be identified during the next phase of the ITQ or Solicitation phase.
- 6.1.2 It is anticipated that there will be security requirements at the Secret Level for the Solicitation and Contract Award phase. Qualified Respondents will be required to meet the security requirements that will be specified in the anticipated solicitation.
- 6.1.3 A preliminary version of the SRCL has been included as an annex to this ITQ. These requirements are subject to change and are provided for information purposes and Elections Canada reserves the right to revise the security requirements. However, any Respondent that does not have the security clearances described in the preliminary SRCL may wish to initiate the process to ensure they meet the requirements.

Part 7. Review and Refine Requirements Instructions

7.1 Purpose

- 7.1.1 The purpose of these Instructions is to set out the terms governing the appropriate conduct of Qualified Respondents and their Affiliates participating in the RRR phase on behalf of the Qualified Respondent (hereinafter referred to as “RRR Participants”), with a view to maintain the highest standard of openness, transparency and fairness. These Instructions also set out the terms which govern the non-binding detailed consultations, referred to as the RRR phase, between Elections Canada and RRR Participants.
- 7.1.2 These Instructions apply to RRR Participants throughout the RRR phase and until the anticipated solicitation is released.
- 7.1.3 Preliminary information regarding the RRR phase is located in Annex B - Anticipated High Level Review and Refine Requirements (RRR) Process.
- 7.1.4 Principles:
- (a) **Fairness:**
An overriding principle of the 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.
 - (b) **Transparency:**
All activities of Elections Canada will be conducted in a transparent manner, to the extent that no proprietary information provided by RRR Participants will be shared by Elections Canada to any other RRR Participants except and only to the extent

required by law, or unless otherwise agreed upon in advance by the Qualified Respondent.

Elections Canada, at its absolute discretion, reserves the right to share any information provided by RRR Participants, including proprietary information, with employees and representatives of Elections Canada or third-party consultants retained by Elections Canada, subject to Elections 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 Corporate and Events Hosting and Operations Management procurement process.

Any information provided by an RRR Participant to Elections 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 Qualified Respondent or where Elections Canada determines that the information is not of a proprietary nature.

(c) **Fair access to government information:**

All Qualified Respondents will be provided equal and fair access to information provided by Elections Canada. Only RRR Participants who have signed and submitted Annex 5: Non-Disclosure Agreement (NDA) will be permitted to receive information provided by Elections Canada.

7.1.5 Parameters for Qualified Respondents

Qualified Respondents agree to the following as part of the RRR phase:

- (a) Qualified Respondents must ensure RRR Participants participating in the RRR phase on their behalf agree to these Instructions, and must submit an NDA to the Contracting Authority signed by each RRR Participant participating on their behalf.
- (b) The Qualified Respondent is responsible for distributing all information provided by Elections Canada to RRR Participants participating in the RRR phase on their behalf, and submitting feedback to Elections Canada thereafter.
- (c) An agenda with discussion topics and any available supporting documentation may be provided to Qualified Respondents in advance of each working group session.
- (d) A summary of group discussions may be distributed to all Qualified Respondents. RRR Participants are expected to discuss their views and to provide constructive feedback on the discussion topics. Equal opportunity to share ideas and suggestions will be provided.
- (e) Elections Canada is not obligated to release any solicitation as a result of this RRR

phase.

- (f) If Elections Canada does release a subsequent solicitation, all terms and conditions and requirements of the solicitation will be at Elections Canada's sole and absolute discretion.
- (g) Elections Canada is not obligated to enter into a contract in connection with the RRR phase, even if a solicitation is released.
- (h) Elections Canada will not reimburse any Qualified Respondents, person or Affiliate for any cost incurred in participating in the ITQ, RRR phase or anticipated solicitation.
- (i) Draft documents may be released to Qualified Respondents for comment as part of the RRR phase. If required, group sessions or one-on-one meetings to discuss the documents may be organized by Elections Canada.
- (j) If the draft solicitation is released to Qualified Respondents, Qualified Respondents may be requested to attest to the Qualified Respondents' capability or inability of proceeding with specific requirements defined in the draft solicitation. The purpose of this attestation is to confirm that there are sufficient number of suppliers in the market that could potentially meet the requirements identified during the RRR phase.
- (k) The dispute resolution process to manage impasses throughout the RRR phase must be adhered to in accordance with the process outlined below in Section 7.1.7. All requests to use the dispute resolution process must be directed to the Contracting Authority.
- (l) RRR Participants must not reveal, discuss or disclose any information to the media regarding the Corporate and Events Hosting and Operations Management procurement, except to confirm publicly available information. If RRR Participants receive a question from the media related to non-public information on the Corporate and Events Hosting and Operations Management procurement, they must direct the media to contact the Elections Canada Media Line at 1-877-877-9515.
- (m) The continuous compliance with all certifications provided by the Qualified Respondent in its response to the ITQ and the ongoing cooperation in providing associated information are conditions of maintaining Qualified Respondent status. Certifications are subject to verification by Elections Canada during the entire ITQ and RRR phase. If the Qualified Respondent does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Qualified Respondent is untrue, whether made knowingly or unknowingly, Elections Canada has the right to terminate the Qualified Respondent's status, and suspend or cancel their participation in the RRR phase by

declaring the Qualified Respondent non-responsive.

7.1.6 Parameters for Elections Canada

- (a) Communications with officials of Elections Canada regarding all aspects of the Corporate and Events Hosting and Operations Management procurement process are limited to official communication channels either through the RRR phase or the Contracting Authority or their designate.
- (b) In responding to requests, Elections Canada will endeavor to ensure that Qualified Respondents receive information in a timely manner.
- (c) If in the course of, or arising out of a one-on-one meeting, Elections Canada provides an RRR Participant with information that would reasonably be considered to be new information with respect to the Corporate and Events Hosting and Operations Management procurement process, then Elections Canada will promptly provide such information to all Qualified Respondents.

7.1.7 Dispute Resolution Process

Through informal discussion and good faith, each Qualified Respondent and Elections Canada (the "Parties") shall make all reasonable efforts to resolve any dispute, controversy or misinterpretation ("Dispute") between Elections Canada and a Qualified Respondent arising out of the RRR phase.

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

- (a) Any such Dispute shall first be referred to the Qualified Respondent's Representative and the Elections Canada Contracting Authority. The representatives of the Parties will have three Business Days to resolve the Dispute;
- (b) In the event that the representatives of the Parties specified in Subsection 7.1.7(a) above are unable to resolve the Dispute, it shall be referred to the Qualified Respondent's Project Director responsible for this initiative and the Elections Canada Assistant Director, Procurement and Contracting Services and the Director responsible for the Corporate and Events Hosting and Operations Management project, who will have three Business Days to resolve the Dispute;
- (c) In the event that the representatives of the Parties specified in Subsection 7.1.7(b) above are unable to resolve the Dispute, it shall be referred to the Qualified Respondent's President or equivalent and the Elections Canada Chief Financial Officer and the Deputy Chief Electoral Officer responsible for the Corporate and Events Hosting and Operations Management project; and

- (d) In the event that the representatives of the Parties specified in Subsection 7.1.7(c) above are unable to resolve the Dispute, Elections Canada will, within five Business Days render a written decision which shall include a detailed description of the Dispute and the reasons supporting Elections Canada's decision. The Contracting Authority will deliver a signed copy thereof to the Qualified Respondent.
- (e) The Parties may, by mutual consent, agree to bypass levels in the dispute resolution process or otherwise agree to modify the timing of the dispute resolution process.

7.2 Authorities

[Note: The information for authorities will be identified in the Part 7 Review and Refine Requirements Instructions released to ITQ Qualified Respondents]

7.2.1 Contracting Authority

The Contracting Authority is:

[insert name at contract award]

[insert title]

Procurement and Contracting Services

Elections Canada

30 Victoria Street

Gatineau QC K1A 0M6

Tel: [insert at contract award]

E-mail: First.Last@elections.ca

Any changes to the Instructions or RRR phase must be authorized in writing by the Contracting Authority.

7.2.2 Technical Authority

The Technical Authority is:

[insert name at contract award]

[insert title]

Elections Canada

30 Victoria Street

Gatineau QC K1A 0M6

Tel: [insert at contract award]

E-mail: First.Last@elections.ca

The Technical Authority has no authority to authorize changes to the requirement.

7.2.3 Qualified Respondent's Representative

The Qualified Respondent's Representative is:

[insert name at contract award]

[insert title]

[insert company]

[insert address]

Tel: [insert at contract award]

E-mail: [insert e-mail]

The Qualified Respondent's Representative is the main point of contact for the Elections Canada Contracting Authority and Technical Authority throughout the ITQ and the RRR phase.

7.3 RRR Process Overview

- 7.3.1 Qualified Respondents will be required to sign and submit the NDA in Annex E before being permitted to participate in the RRR phase. The Contracting Authority will coordinate the NDA process with Qualified Respondents to obtain signed copies of Annex E – Non-Disclosure Agreement (NDA).
- 7.3.2 Prior to the commencement of the RRR phase, Elections Canada will provide the Qualified Respondents with the detailed process to be followed for the RRR phase.
- 7.3.3 The detailed consultations that take place during the RRR phase are not intended to be a forum for negotiating any provisions of the anticipated solicitation requirements, but rather one in which Qualified Respondents can provide feedback to Elections Canada on anticipated solicitation requirements.
- 7.3.4 Elections Canada will provide Qualified Respondents with its preliminary requirements and request that Qualified Respondents provide comments, suggestions, and/or identify areas that require additional clarification from Elections Canada using the process that will be set out in the detailed materials that will be provided to all Qualified Respondents. Elections Canada will require a significant commitment from Qualified Respondents during the RRR phase, both in terms of time and resources.
- 7.3.5 Feedback provided during any discussions between Elections Canada and a Qualified Respondents or through written comments may be analyzed for further consideration by Elections Canada and may be incorporated, in whole or in part, into subsequent procurement documents that Elections Canada issues as part of this procurement process (e.g. the anticipated solicitation) and/or the contract.
- 7.3.6 It is the responsibility of each Qualified Respondent to take advantage of the RRR phase by asking the questions that are necessary to prepare a complete proposal in response to the anticipated solicitation.

- 7.3.7 The information obtained by Elections Canada from Qualified Respondents during the RRR phase may be used by Elections Canada to finalize the requirements for the anticipated solicitation. This information will not be used to evaluate Qualified Respondents.
- 7.3.8 At Elections Canada sole discretion, in-person group, or one-on-one discussions will be held at Elections Canada headquarters in Gatineau, QC or within the National Capital Region or the RRR Participants office.

Annex A: High Level Requirements

Elections Canada's (EC) Chief Information Officer Branch (CIOB) maintains its central technology infrastructure in two locations as follows:

- A Managed Service Provider operates the Tier III data-center that provides hosting services for EC's public-facing websites and applications. The EC-dedicated equipment and peripherals at this location are owned, operated and maintained by the Service Provider under a managed services contract. This contract includes provision for infrastructure build-up and build-down for event and non-event periods and specifies service levels to be maintained for these periods.
- An internally managed data-center in Ottawa ["KED"] that is co-located with Shared Services Canada (SSC). The co-location agreement includes only floor space, environmental needs (power, HVAC), physical security, and environmental monitoring. Technology design, acquisition and maintenance of all datacentre hardware and software, as well as subsequent operations management and support is performed by EC personnel.

The "Corporate and Events Hosting and Operations Management" project will implement new hybrid public/private cloud services to meet the requirements for EC hosting and operations management services. The procurement will address the following high-level cloud service requirements:

- Provision of the services to meet current and future processing requirements (event and non-event) of EC in a secure, scalable and agile environment with strong governance, management and accountability processes;
- Implementation of a hybrid [private & public] cloud environment;
- Provision of the cloud services utilizing industry-standard IaaS and PaaS models;
The efficient and effective transition of existing service currently delivered by EC's managed service provider to the new service provider;
- PaaS models are to include the standard middleware services such as network/application monitoring, "Enterprise Service Bus" (ESB), load balancers, and other tools that may be required to maintain confidentiality, integrity, and availability while providing flexibility for application integration;
- Automated structured release management to migrate applications across environments from application development-to-testing-to-production;
- Assurance of end-to-end alignment of production infrastructure and application monitoring, supported by issue/problem resolution processes across all services contained in an EC system; and

- Synchronicity of software, patch versions and technical configuration, when applications are promoted from environment to environment (development-to-testing-to-production) both within and across data centers.

EC is considering including a contractual option of having the selected vendor assume the responsibility for the management of EC's existing "KED" datacentre where the EC legacy applications are processed.

It must be noted that EC data consists of 'Protected B' data which cannot be viewed or retrieved by anyone other than qualified/screened personnel. To meet the data residency policies and standards set out by the Treasury Board Secretariat, this data and the equipment processing it must reside and be only accessible from in Canada.

The migration of the existing Tier III data-center to the new service offering must be implemented by fall 2018.

Table 1 Overview of the high level requirements.

Table 2 Workload profile with transaction volumes for information purposes only.

The volumetric data is a representative sample and is the best information available for the subset of applications that have been selected. EC does not guarantee that the data is complete or free of errors. Reliance by respondents on the data is at their sole discretion and consequently, EC is not responsible or liable in any way for the accuracy and integrity of such data.

Table 3 Current "KED" Environment.

Table 4 Current Tier III Service Provider Environment.

Table 1 – High Level Requirements

Performance
Hyper scalability for Event apps for peak periods when expected usage is unknown.
High availability (e.g. 99.97%) for production environments.
Ability to support EC growth required for expanding operations and potentially online voting. (i.e., capacity; performance).
24/7 monitoring and support (availability; performance; security).
Ability to integrate with EC's network with an adequate capacity for evolving bandwidth needs.
Flexibility
Can host custom (including legacy) and COTS applications without significant upfront re-engineering.
Provide EC read-only access to monitor and/or troubleshoot apps, infrastructure, and data as required.
Ability to expand/reduce infrastructure on demand and pay on usage for any environments, as required.
Interoperability with other hosted solutions
Governance
Vendor manages (procurement; deployment; configuration; support) EC's complete infrastructure layer and some of the apps, under a well-defined SLA.
Maturity
High integration and standardization of DEV to PROD based on EC's SDLC.
Ability to rapidly create, manages, and decommissions SDLC environments that reflect the PROD environment.
Ability to monitor and provide reports for infrastructure, bandwidth, applications, Web/social media, technical support according to EC's specifications for the duration of the contract.
Clear governance; responsibilities, escalation process
Security
Ability to host Protected B data for classified information.
Ability to zone hosting solution to adhere to EC's specifications.
Solution located in Canada with proven capability to ensure data residency.
Business Continuity
Availability of a "Disaster Recovery Capability"

Table 2 – Workload Profile

APPLICATION NAME	APPLICATION DESCRIPTION	TRANSACTIONS PROCESSED [“steady state” - 6 MONTH PERIOD PRIOR TO THE 42 ND GE]	TRANSACTIONS PROCESSED [“peak period” - DURING 42 GE] <i>... to be provided later ...</i>
Central Information Repository (CIR)	CIR is a database that acts as a buffer between publicly facing online and external applications and the National Register of Electors database. Outside an event, the CIR Process Controller, processes elector related transactions from E-REG. It also processes transactions from the NROE during the sync update process as well as transactions internal to CIR. During an event the CIR interfaces with the REVISE application, E-REG and SVRS.	1,957,258	
E-Registration (E-REG)	E-REG is EC’s publicly facing online voter registration system that allows voters to verify if they are on the list of electors. Registered voters may also update their residential address online. E-REG interfaces with the CIR and is online inside and outside an event. Access to E-REG is available through Elections Canada’s main web site.	21,604	
National Register of Electors (NROE)	<p>The “National Register of Electors” (NRoE) is a permanent, continually-updated database of Canadians who are qualified to vote in federal elections and referendums. It contains the name, address, gender and date of birth of each elector, as well as a unique identifier to help track changes to the elector's record. Inclusion in the “National Register of Electors” is at the option of each Elector. Elections Canada uses the information in the National Register of Electors (the Register) to create lists of electors (voter’s lists) at the beginning of federal elections and referendums.</p> <p>The Chief Electoral Officer is legislatively responsible for managing and maintaining the Register of Electors. The Register of Electors is Canada’s authoritative source for Federal Elector data.</p> <p>The NROE is updated with information from data sources external to EC as well as EC applications such as CIR.</p>	5,289,945	

APPLICATION NAME	APPLICATION DESCRIPTION	TRANSACTIONS PROCESSED ["steady state" - 6 MONTH PERIOD PRIOR TO THE 42 ND GE]	TRANSACTIONS PROCESSED ["peak period" - DURING 42 GE] ... to be provided later ...
REVISE	<p>REVISE is an operational application used by Returning Officers (RO's) and their staff in the Electoral Districts (ED's) to update the diverse revision activities that allow all eligible electors the opportunity to be added to the list of electors or to update their personal information if they are already on the list.</p> <p>REVISE also manages the following event functions:</p> <ul style="list-style-type: none"> • Production of the List of Electors; • Management of Polling Divisions (PD's), Advance Polls and Mobile Polls; • Production of Voter Information Cards (VIC's); and • Advance Poll administration. <p>The REVISE application is only used during an event, which is defined as: a General Election, By-election or Referendum.</p> <p>REVISE interfaces with CIR and the transfer of information is an integral part of running an event.</p>	0	
Special Voting Rules System (SVRS)	<p>The Special Voting Rules System (SVRS) manages the issuance of special ballots to any elector who cannot or does not wish to vote at a polling station during an election or referendum.</p> <p>Voting by special ballot is governed by the Special Voting Rules, set out in the <i>Canada Elections Act</i>. The Special Voting Rules apply to five categories of electors; some categories only exist during an event.</p> <p>A. Exist <u>outside and</u> during events and are maintained by the SVRS:</p> <ul style="list-style-type: none"> • International elector; and • Canadian Forces elector. <p>B. Exist <u>only</u> during an event and are Ordinary electors between events:</p> <ul style="list-style-type: none"> • National elector; • Local elector; and 	0	

Corporate and Events Hosting and Operations Management

APPLICATION NAME	APPLICATION DESCRIPTION	TRANSACTIONS PROCESSED ["steady state" - 6 MONTH PERIOD PRIOR TO THE 42 ND GE]	TRANSACTIONS PROCESSED ["peak period" - DURING 42 GE] ... to be provided later ...
	<ul style="list-style-type: none"> Incarcerated elector. <p>The SVRS provides information to NRoE and REVISE and is only used during an event.</p>		
Election Night Results (ENR)	The Election Night Results application is used to relay the voting results from Electoral Districts (ED's), to EC headquarters after the polls have closed. The information is then given to the Media Consortium for dissemination to the Canadian Public on polling night. ENR is only used during an event.	0	
Elections Canada's Main Web Site (Note: Volume is a count of the visits to the website)	<p>Elections Canada's website maintains information pertinent to Canadian voters on the following subject matter:</p> <ul style="list-style-type: none"> Voter information; Results for current and past Elections Canada; A Resource Centre for Legislative, Research and Publication information ; News releases and information released to the media; Employment opportunities; Financial reports of political entities; and Tools for use by political entities (forms and information); <p>E-REG and the Voter Information Service (VIS) are accessed through the website. The website also contains links to other websites such as the Commissioner of Canada Elections and the Department of Justice.</p>	1,884,746	
TOTAL TRANSACTIONS		9,153,553	
PERCENTAGE INCREASE			

Table 3 - Current “KED” Environment.

There are approximately 1,100 servers in the SSC production environment. Based on the existing documentation, these servers can be broken down as follows:

[Includes a staging, testing, UAT and production environment]

Internal Server	Count
Application Development environment	~750 Virtual, ~19 Physical Machines
Production environment	~218 Virtual, ~36 Physical Machines
IT Lab Environment	~130 Virtual, ~4 Physical Machines

Production

The SSC data center contains EC’s production environment for all applications not hosted at the Service Provider; the Elections Canada applications development environment (ECADE); the pre-prod environment and the IT Lab Environment. The Pre-Prod environment is used as a staging area to deploy to the Service Provider’s production environment. The IT Lab environment is used for proof of concept testing.

Approximately 144 applications reside in the production environment in the EC’s data center hosted at SSC. The applications hosted in the datacenter run on various technologies, as listed below: (This lists includes the major technologies that run the applications)

- Oracle Enterprise Linux;
- Microsoft Windows;
- ESRI ArcGIS;
- Freebalance;
- Oracle Enterprise Database;
- Oracle Identity and Access Management Suite;
- Oracle Data Vault ;
- Oracle Audit Vault;
- Oracle Goldengate;
- Call Detailed Reporting Tool;
- IBM Cognos Analytics;
- Microsoft SQL Database;
- MySQL;
- PHP;
- Java;
- Microsoft Reporting Services;
- Microsoft .NET Framework;
- SAP PowerBuilder;
- SAP SQL Anywhere;
- VMware vSphere ESX;
- VMware vCenter;

- VMware Horizon View;
- Axios IT Service Management Software;
- Microsoft System Center – Operations Manager;
- Microsoft System Center – Configuration Manager;
- Microsoft Sharepoint;
- Microsoft Exchange;
- Microsoft IIS;
- Microsoft Active Directory;
- Adobe Forms;
- Actuate eReport Designer;
- GCDocs (OpenText);
- SAS Desktop;
- SAS DMS;
- Apache Tomcat;
- Apache HTTP Server;
- Dundas BI; and
- Microstrategy Enterprise Analytics.

Table 4 - Current Tier III Service Provider Environment.

In addition, there are approximately 80 servers in the Service Provider's environment as shown in the table below.

[Includes a staging and production environment]

External Server	Count
Physical	~10
Virtual	~67

In addition to these servers, there is infrastructure for firewalls, global load balancers, VPN devices and other security services.

Production

There are 26 applications which reside in the production environment at the Service Provider.

The service provider currently supports EC's public website and custom and COTS applications to service the public.

The technology and services are as follows:

- Asp.net on a various range of frameworks;
- Active server pages (classic ASP);
- SQL Server Reporting Servers;
- SAS Data Management Systems (DMS);
- Oracle databases ;
 - Oracle GoldenGate;
 - Oracle Database Vault;
 - Oracle Audit Vault;
 - Oracle advance security;
 - Oracle text;
- Microsoft SQL database services; and
- Operation Systems;
 - Microsoft Windows;
 - Various Linux flavors.

Annex B: Anticipated High Level Review and Refine Requirements (RRR) Process

1. REVIEW AND REFINE REQUIREMENTS (RRR)

In accordance with ITQ Part 7 Section 7.3 RRR Process Overview, Qualified Respondents will be invited to provide comments and suggestions that may assist Elections Canada in refining the Corporate and Events Hosting and Operations Management requirements in preparation for the anticipated solicitation.

Qualified Respondents will have an opportunity to enhance their understanding of the requirements through this process, and will be requested to review preliminary solicitation requirements in a fair and transparent manner. Elections Canada may then refine the solicitation requirements based on RRR Participants' feedback.

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

- (a) Business, functional, architectural, security, service delivery and technical requirements;
- (b) Transition planning requirements, to ensure that Elections Canada and its partners can seamlessly convert to the new Corporate and Events Hosting and Operations Management;
- (c) Security Assessment and Authorization requirements applicable to the design, implementation and operations of the service, in accordance with government standards and guidelines;
- (d) Service levels, key performance indicators and reporting requirements for service management;
- (e) Anticipated solicitation evaluation criteria; and
- (f) Anticipated solicitation terms and conditions, pricing structure, resulting Contract clauses, etc.

2. ANTICIPATED, HIGH LEVEL, RRR APPROACH AND PROCESS

Prior to the commencement of the RRR phase, Elections Canada will provide the Qualified

Respondents with a detailed RRR phase document. It is anticipated that the RRR phase will involve, but not be limited to, the following:

- (a) Kick-off meeting with all Qualified Respondents to review the structure and overview of the preliminary solicitation requirements and the RRR phase;
- (b) RRR period of up to two (2) months;
- (c) Written feedback will be solicited from Qualified Respondents; and
- (d) Collaborative workshops will be held with Qualified Respondents to review and clarify requirements.

Annex C: Definitions

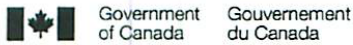
- 1.01.01 This Annex outlines the terminology and acronyms employed throughout the ITQ but not already defined or interpreted in the ITQ.
- 1.01.02 The definitions of words and terms in the ITQ apply to capitalized words and terms used as if those words and terms were defined herein.
- 1.01.03 The headings used in the ITQ are inserted for convenience of reference only and shall not affect their interpretation.
- 1.01.04 In the ITQ, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.
- 1.01.05 In the ITQ, unless the context otherwise requires:

Affiliate	means a business concern, organization or individual that, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this Section which has the same or similar management, ownership, or principal employees as the Respondent that is charged or convicted, as the case may be
Business Day	means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec
CEOC	means Chief Electoral Officer of Canada
CIOB	means Chief Information Officer Branch
Contracting Authority	means the individual responsible for the management of the ITQ, and any changes to the ITQ must be authorized in writing by the Contracting Authority
COTS	means Commercial off the Shelf
DevOps	means Development and Operations
EC	means Elections Canada
Elections Canada	means the Office of the Chief Electoral Officer, commonly known as Elections Canada
FCP	means Federal Contractors Program
FCP EE	means Federal Contractors Program for Employment Equity
FPS	means Former Public Servant
Guidelines	means the Resulting Review and Refine Requirements Process Guidelines established in Part 7
ISO	means International Organization for Standardization

Corporate and Events Hosting and Operations Management

ITQ	means Invitation to Qualify and is considered as phase 1 of this procurement process
ITSM	means Information Technology Service Management
Qualified Respondent	means the person or Affiliate (or, in the case of a joint venture, the persons or Affiliates) who successfully qualify during phase 1 of the ITQ once the evaluation process is completed
Qualified Respondent's Representative	means the individual designated by the Qualified Respondent's as the main point of contact for the Elections Canada Contracting Authority and Technical Authority throughout the ITQ
NDA	means Non-Disclosure Agreement
RRR	means Review and Refine Requirements and considered as phase 2 of this procurement process
RRR Participant	means the individuals participating in the RRR process on behalf of the Qualified Respondent
Respondent	means the person or Affiliate (or, in the case of a joint venture, the persons or Affiliates) submitting a response to become a Qualified Respondent. It does not include the parent, subsidiaries or other Affiliates of the Respondent, or its subcontractors
SDLC	means Software Development Life Cycle
SRCL	means Security Requirements Checklist
Solicitation and Contract Award	means phase 3 of this procurement process
SSO	means single sign on
Technical Authority	means the individual responsible for all matters concerning the technical requirement of the work under the ITQ
UTI	means Uptime Institute

Annex D: Preliminary Security Requirements Checklist (SRCL)



Contract Number / Numéro du contrat ECCL-ITQ-16-0226
Security Classification / Classification de sécurité Unclassified

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Elections Canada	2. Branch or Directorate / Direction générale ou Direction Chief Information Officer	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail This SRCL encompasses protected information about IT infrastructure and systems that will be shared with perspective vendors who will be pre-qualified to bid on the Corporate Event Hosting and Operations Management (CEHOM) Request for Proposal (RFP) after the completion of an Invitation to Qualify (ITQ) process. Vendors may be provided with information including architecture and network topology diagrams that will allow the vendors to collaborate with EC to create a comprehensive statement of work for the RFP.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input checked="" type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

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Security Classification / Classification de sécurité Unclassified
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PART A (continued) / PARTIE A (suite)

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

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

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

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

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

Special comments:
Commentaires spéciaux : _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Saill Dhingra		Director, Project Portfolio Management	<i>Saill Dhingra</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-939-2399	819-939-1200	saill.dhingra@elections.ca	Feb 22/17
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
<i>Chantal Lagace</i>		<i>Advisor</i>	<i>Chantal Lagace</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
819-939-1233	819-939-1532	Chantal.lagace@elections.ca	MAR 01 2017
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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Security Classification / Classification de sécurité Unclassified
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Annex E: Non-Disclosure Agreement (NDA)

Elections Canada, ("we" or "us") is currently engaged in procuring services of a contractor to provide Corporate and Events Hosting and Operations Management (File Number: ECCL-ITQ-16-0226). As part of the related procurement process, we desire to share information with _____ (name of "RRR Participant") in order to facilitate your participation in the Review and Refine Requirements (RRR) phase. Capitalized terms used in this NDA and not otherwise defined herein shall have the respective meanings ascribed to them in the ITQ.

As part of the RRR phase, you may receive information in connection with or relevant to the anticipated solicitation 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 Elections Canada, relates to the procurement process generally, or (c) third-party confidential information disclosed to you by Elections 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 this procurement, 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 Instructions

By signing this NDA you agree to be bound by the Review and Refine Requirements Instructions in Part 7 of the ITQ.

2. Confidentiality Obligation

- a) Subject to paragraph 4 below, the Information:
 - i. must be kept strictly confidential by you and must not, without Elections Canada 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 phase 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 Elections Canada prior written consent, you must not disclose to any other Affiliate (i) the content of discussions between you, other RRR Participant(s) (if applicable) and Elections Canada relating to the procurement process generally, including the RRR phase 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 NDA

This NDA shall be executed and become effective on the last date it is signed by the RRR Participant as indicated below, and shall remain in effect through the RRR phase until the anticipated solicitation 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 e-mail 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. Organization Name:	
4. Current e-mail address:	
5. RRR Participant Signature:	
6. Date:	