

SHARED SERVICES CANADA

Invitation to Qualify (ITQ) Phase of the Enterprise Perimeter Security Solution Procurement Process

ITQ Invitation No.	17-11458/A	Date	April 28, 2017
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INVITATION TO QUALIFY (ITQ) ENTERPRISE PERIMETER SECURITY SOLUTION FOR SHARED SERVICES CANADA

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INVITATION TO QUALIFY (ITQ) ENTERPRISE PERIMETER SECURITY SOLUTION FOR SHARED SERVICES CANADA

PART 1 GENERAL INFORMATION

1.1 Parts of the ITQ

This ITQ is divided into the following parts:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 **Respondent Instructions**: provides the instructions, clauses and conditions applicable to this ITQ;
- Part 3 Procurement Process: provides an overview of the phases of the procurement process;
- Part 4 **Response Preparation Instructions**: provides suppliers with instructions on how to prepare their Response;
- Part 5 **Security and Financial Requirements:** includes information on the security clearances that are required by Canada at certain phases of the procurement process, as well as information on what financial information should be provided to Canada for evaluation during the Bid Solicitation Phase;
- Part 6 **Evaluation Procedures and Basis of Qualification**: indicates how the Responses will be evaluated and the basis of qualification;
- Part 7 **Certifications:** indicates the certifications required as a part of this ITQ.

1.2 Introduction

- **1.2.1** The Government of Canada (GC) established Shared Service Canada (SSC) on August 4, 2011. SSC is responsible for providing certain departments and Crown corporations with modern, reliable and secure electronic mail, data centre, and network services that are cost-effective and that contribute to a greener government. Certain departments are required by the *Shared Services Canada Act* to use SSC for their network services. Other entities may, on an optional basis, also use SSC's services in accordance with the *Shared Services Canada Act*.
- **1.2.2** In order to enhance the security inspection and monitoring controls at the Internet edge, SSC has established the Enterprise Perimeter Security (EPS) Project. The overall goal of the EPS Project is to increase the visibility of Cyber threats targeting GC networks in order to reduce the potential for compromising information and infrastructure assets of SSC and its partner departments and agencies. With the addition of increased proactive monitoring, detection and response capabilities, the risk to the confidentiality, integrity, availability (CIA) and privacy of GC assets will be reduced.
- **1.2.3** This document is an Invitation to Qualify (ITQ) pertaining to Canada's initiative to provide an Enterprise Perimeter Security Solution to safeguard the Internet edge for SSC and its clients. The objective of the ITQ is to qualify Respondents who have experience in designing and implementing an Enterprise Perimeter Security Solution.
- **1.2.4** This ITQ is neither a Request for Proposal (RFP) nor a solicitation of bids or tenders; its purpose is to identify those Respondents that possess the qualifications required by SSC for participation in the next phase of the procurement process for an Enterprise Perimeter Security Solution. No contract will result from this ITQ. Canada reserves the right to cancel this procurement at any time during the ITQ phase or any other phase of the procurement process. Given that this ITQ may be cancelled by Canada in part or in its entirety, it may not result in any of the subsequent procurement process described in this solicitation. Respondents may withdraw from the ITQ process at any time.

- **1.2.5** This ITQ represents the first phase of the procurement process for the Enterprise Perimeter Security Solution requirements. An overview of the procurement process can be found in Part 3 Procurement Process.
- **1.2.6** The ITQ evaluation criteria focus on the Respondent's experience delivering services relating to an Enterprise Perimeter Security Solution.
- **1.2.7** Respondents who meet the mandatory ITQ experience requirements will qualify to proceed to the subsequent phase(s) of the procurement process.
- **1.2.8** Respondents who do not successfully qualify at the ITQ Phase will not be able to participate in subsequent procurement phases for the Enterprise Perimeter Security Solution.
- **1.2.9** This document describes what Respondents need to submit with their Response(s) and how Respondents will be evaluated. The Response requirements are fully described in Part 4 Response Preparation Instructions.

1.3 Terminology

- **1.3.1** All elements of this document that are mandatory are identified by "must" or "mandatory". To successfully qualify for further phases of the procurement, the Responses must meet all mandatory requirements.
- **1.3.2** The use of the phrase "is requested to" or "should" indicates that it is preferred, but not mandatory, that the Respondents comply with the instructions provided. Failure to comply will not fail a Respondent on that basis alone.

1.4 Overview of the Requirement

This ITQ is being issued by SSC. It is intended that a single contract resulting from any subsequent bid solicitation will be awarded by SSC to provide an Enterprise Perimeter Security solution.

The scope of the Enterprise Perimeter Security solution encompasses security enhancements to the existing Internet Interconnectivity Service (IIS) perimeter and infrastructure.

These enhancements will be integrated with the SSC's Security Operations Centre (SOC) to provide a deeper, global view of incidents in order to increase visibility for the SOC personnel to respond to potential threats. Over time, the services will address increased threat levels or specific threat categories.

Three instances of the Enterprise Perimeter Security solution will be implemented in three distinct data centers.

The specific scope of the security enhancements include the following security solutions:

- 1. A security solution which will be used to categorize and decrypt encrypted Internet traffic in order to analyse it for malicious activity;
- 2. An Intrusion Detection/Prevention solution which will be used to analyse the decrypted and normal traffic for intrusion attempts and to protect the network;
- 3. An Advanced Threat Detection (ATD) solution which will be used to detect and protect against current and new threats that provides behavioural analysis and sandbox capability; and
- 4. A Secure Web Gateway solution which will provide URL filtering, categorization and user reporting which existing partner solutions can transition to.

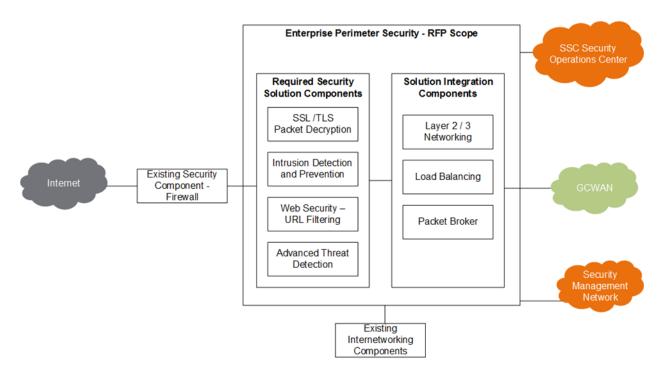


Figure 1 – Enterprise Perimeter Security – Proposed High Level Architecture

1.5 National Security Exception, Data Sovereignty and Security

- **1.5.1** The procurement of the Enterprise Perimeter Security Solution may be subject to a National Security Exception and, as a result, none of the trade agreements would apply to this procurement. Clarification will be presented in the next phase of the process.
- **1.5.2** The protection of the data hosted on Government of Canada premises that will be secured by the Enterprise Perimeter Security Solution is critical to the integrity of government programs and to national security and is also required pursuant to a number of laws, including privacy laws.

1.6 Conflict of Interest – Unfair Advantage

- **1.6.1** In order to protect the integrity of the procurement process, Respondents are advised that Canada may reject a Response in the following circumstances:
 - a) if the Respondent, any of its affiliates or subcontractors, or any of their respective employees or former employees was involved in any manner in the preparation of the strategies and documentation related to this procurement process or is in any situation of conflict of interest or appearance of conflict of interest;
 - b) If the Respondent, any of its affiliates or subcontractors, or any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other suppliers and that would, in Canada's opinion, give or appear to give the Respondent an unfair advantage.
- **1.6.2** 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) to Canada will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. Each Respondent remains, however, subject to the criteria established above.
- **1.6.3** Without limiting Canada's rights under Article 17 of 2003 (2010-01-11) Standard Instructions Goods or Services Competitive Requirements, the following private sector individuals and non-crown employees have been engaged in the preparation of an element of this procurement process:



- i) Kevin Bennett The Employment Solution (TES)
- ii) Tim Norman IBISKA
- iii) Dwight Lubits The Employment Solution (TES)
- iv) Carl Raeside TRM Technologies
- v) Bud Nesrallah TRM Technologies
- vi) Matthew Hoerig Maplesoft Consulting
- vii) Sherry Pentiluk SI Systems
- viii) Kevin Isenor Maplesoft Consulting
- ix) Alex Zakharov Maplesoft Consulting
- **1.6.4** If Canada intends to disqualify a Response under this section, the Contracting Authority will inform the Respondent and provide the Respondent an opportunity to make representations before making a final decision. Respondents who are in doubt about a particular situation should contact the Contracting Authority before the closing date. By submitting a Response, the Respondent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Respondent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

PART 2 RESPONDENT INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 All instructions, clauses and conditions identified in the ITQ by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) issued by Public Works and Government Services Canada.
- **2.1.2** Suppliers who submit a Response agree to be bound by the instructions, clauses and conditions of the ITQ.
- **2.1.3** The 2003 (2016-04-04) Standard Instructions Goods or Services Competitive Requirements are incorporated by reference into and form part of the ITQ, except that:
 - a) Wherever the term "bid solicitation" is used, substitute "Invitation to Qualify";
 - b) Wherever the term "bid" is used, substitute "Response";
 - c) Wherever the term "Bidder(s)" is used, substitute "Respondent(s)";
 - d) Wherever the terms "Public Works and Government Services Canada" or "PWGSC" are used, substitute "Shared Services Canada";
 - e) This ITQ relates only to the potential to qualify to submit bid(s) in Response to subsequent RFP(s) for EPS;
 - f) Subsections 4 and 5 of section 1 are deleted.
 - g) Section 7 is replaced by the following:
 - i. A Response delivered to the address specified on the cover page after the closing date and time but before all Responses have been assessed may be considered, provided the Respondent can prove the delay is due solely to a delay in delivery that can be attributed to the Delivery Company. "Delivery Company" means an incorporated courier company, Canada Post Corporation, or a national equivalent of a foreign country. The only pieces of evidence relating to a delay that are acceptable are:
 - 1. a cancellation date stamp; or
 - 2. a courier bill of lading; or
 - 3. a date stamped label that clearly indicates that the Response was received by the Delivery Company before the closing date.
 - ii. Postage meter imprints, whether imprinted by the Respondent or the Delivery Company, are not acceptable as proof of timely mailing.
 - h) Subsection 05(4), which discusses a validity period, does not apply, given that this ITQ invites suppliers simply to qualify. Canada will assume that all suppliers who submit a Response wish to continue to qualify unless they advise the Contracting Authority that they wish to withdraw their Response;
 - i) Delete subsection 01 Integrity Provisions Bid;
 - j) Delete subsection 20 Further Information.
- **2.1.4** If there is a conflict between the provisions of Standard Instructions Goods or Services Competitive Requirements 2003 and this document, this document prevails.

2.2 Submission of Responses

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

2.2.3 Suppliers are requested to send an e-mail notification to: <u>alem.solomon@canada.ca</u> prior to the closing date indicating their intention to submit a Response.

2.3 Enquiries and comments during the ITQ Period

2.3.1 There will only be a single question period. All enquiries regarding the ITQ must be submitted in writing to the Contracting Authority within the period identified below. Enquiries received after this period may not be answered.

Period 1: Enquiries should be submitted no later than May 9, 2017 2:00 PM EST.

- **2.3.2** Respondents should reference as accurately as possible the section and numbered item of the ITQ to which the enquiry relates. Care should be taken by Respondents to explain each question in sufficient detail in order to enable Canada to provide an accurate answer.
- **2.3.3** Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Respondent do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Respondents. Enquiries not submitted in a form that can be distributed to all Respondents may not be answered by Canada.

2.4 Applicable Laws

- **2.4.1** The relations between the parties will be governed by the laws in force in the Province of Ontario.
- **2.4.2** A Respondent may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its Response, by inserting the name of the Canadian province or territory of its choice in the ITQ Submission Form (Annex A). If no other province or territory is specified, the Respondent agrees that the laws of Ontario are acceptable to it.

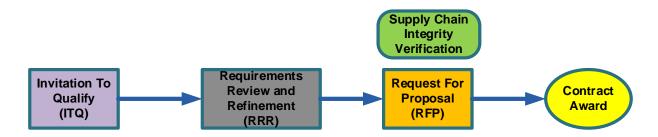
2.5 Language

2.5.1 Respondents are requested to identify in the ITQ Submission Form (Annex A) which of Canada's two official languages it will use for future communications with Canada and, if successful in the ITQ evaluation, for all subsequent phases of the procurement process.

PART 3 PROCUREMENT PROCESS

3.1 Overview

A multi-phase collaborative procurement approach called Collaborative Procurement Process (CPP) will be used for the Enterprise Perimeter Security Solution procurement. This approach focuses on the engagement with industry in order to help refine the requirements and the procurement approach. This approach will allow Canada to perform due diligence with respect to the requirements with Qualified Respondents before issuing a bid solicitation. The diagram below depicts the major phases of the CPP.



Summary of the Procurement Phases

Procurement Phase	Objectives
Invitation to Qualify	 Issue ITQ on BuyandSell.gc.ca Obtain ITQ Responses from Respondents for the Enterprise Perimeter Security Solution Evaluate ITQ Responses for the Enterprise Perimeter Security Solution Select the Qualified Respondents to continue to the Request for Proposal Phase
Review and Refine Requirements	 Qualified Respondents have an opportunity to enhance their understanding of the requirements Qualified Respondents to continue to the Bid Solicitation Phase
Request for Proposal	 Issue RFP to all Qualified Respondents for the Enterprise Perimeter Security Solution Obtain proposals from the Bidders Qualified Respondents to provide their list of IT products (equipment, firmware, software, services), together with network diagrams and information about subcontractors Evaluate the proposals for the Enterprise Perimeter Security Solution Select the successful proposal for the Enterprise Perimeter Security Solution Perform a proof of bid to verify and validate the solution Conduct the supply chain integrity verification of the Bidder recommended for Contract awards' IT products to ensure that all IT products proposed, network architecture and subcontractors meet SSC security and supply chain standards
Contract Award	Award the contract to the winning Bidder for the Enterprise Perimeter Security Solution



3.2 Invitation to Qualify Phase (ITQ)

- **3.2.1** The objective of the ITQ is to qualify Respondents who have the required experience in designing and implementing an Enterprise Perimeter Security Solution.
- **3.2.2** The Responses received under this ITQ will be evaluated against mandatory criteria as detailed in Part 6 Evaluation Procedure and Basis for Qualification.
- **3.2.3** Respondents who meet all the mandatory criteria will be considered Qualified Respondents for the Enterprise Perimeter Security Solution requirement and will proceed to the Request for Proposal phase.
- **3.2.4** Qualified Respondents may withdraw from the process at any time by providing a written notification to the Contracting Authority.

3.3 Review and Refine Requirements Phase (RRR)

- **3.3.1** Canada will start the Review and Refine Requirements (RRR) Phase by providing the Qualified Respondents with the detailed process that will be followed for this Phase.
- **3.3.2** Canada will provide Qualified Respondents for the with a preliminary Statement of Work (SOW) for the EPS Solution and interact with Qualified Respondents to seek feedback on and clarify Canada's requirements to refine the SOW further. These interactions could include:
 - a) one-on-one sessions;
 - b) presentation sessions; and
 - c) written questions and answers.
- **3.3.3** Canada will consider the feedback provided by Qualified Respondents when finalizing the SOW for the EPS Solution and its solicitation requirements for use in the Bid Solicitation Phase.

3.4 Bid Solicitation Phase

- **3.4.1** During the Bid Solicitation Phase, Canada intends to issue a formal RFP to the Qualified Respondents.
- **3.4.2** Canada will conduct a supply chain integrity verification of Bidder recommended for Contract Awards' IT products (equipment, software, firmware and services) that the Bidder will use to provide an Enterprise Perimeter Security Solution to ensure that all IT products meet certain security and supply chain standards. More information about this process will be provided to the Qualified Respondents during the RFP Phase.
- **3.4.3** Only once the top ranked Bidder has passed the supply chain integrity verification for the proposed Enterprise Perimeter Security Solution, will the selected bidder proceed to the Contract Award Phase described below.

3.5 Contract Award Phase

- **3.5.1** After completion of the Bid Solicitation Phase, the selected Bidder will be recommended for Contract Award providing that Canada has received all necessary internal approvals.
- **3.5.2** Canada is considering a 5-year contract plus 5 one-year optional periods. However, this will be determined later in the procurement process.



PART 4 RESPONSE PREPARATION INSTRUCTIONS

4.1 **Response Preparation Instructions**

- **4.1.1 Copies of Response**: Canada requests that Respondents provide their Response in separately bound sections as follows:
 - a) Section I: Technical Response 1 hard copy and 2 soft copies on CD-ROM.
 - b) Section II: Certifications 1 hard copy and 2 soft copies on CD-ROM.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy. Due to security concerns, Canada no longer accepts USB keys as a part of ITQ or Bid Submissions.

- **4.1.2** Pricing is not a requirement of this ITQ and should not be included in the Response.
- **4.1.3** Canada requests that no brochures and promotional materials be included with the Response.
- **4.1.4 Format for Response**: Canada requests that Respondents follow the format instructions described below in the preparation of their Response:
 - a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - b) use a numbering system that corresponds to the ITQ;
 - c) include a title page at the front of each volume of the Response that includes the title, date, procurement process number, Respondent's name and address and contact information of its representative; and
 - d) include a table of contents.
- **4.1.5 Canada's Policy on Green Procurement**: In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process. See the Policy on Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Respondents should:
 - 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.

4.2 Types of Respondents

- **4.2.1** A Respondent can be a corporation, a partnership or a joint venture.
- **4.2.2** For the Enterprise Perimeter Security Solution, each Respondent (including related entities) will only be permitted to qualify once. If a Respondent or any related entities participate in more than one Response, Canada will provide those Respondents with 2 working days to identify one Response to be considered by Canada. Failure to meet this deadline may result in all Responses being disqualified or in Canada choosing, in its discretion, which Response to evaluate.
- **4.2.3** For the purposes of this article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.) an entity will be considered to be "related" to a Respondent if:
 - a) they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - b) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;



- c) the entities have now or in the two years before the ITQ closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- d) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

4.3 Content of the Response

- **4.3.1** A complete ITQ Response consists of the following documents, each of which is described in detail below:
 - a) Section I: Technical Response
 - 1) ITQ Submission Form Annex A (requested at ITQ closing)
 - 2) ITQ Reference Project Forms Annex B (mandatory at ITQ closing)
 - b) Section II: Certifications
 - Federal Contractors Program for Employment Equity Certification Annex C (requested at ITQ closing)

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

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

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

- **4.5.1** Respondents must provide, in sufficient detail, their previous corporate experience in delivering an Enterprise Perimeter Security Solution by submitting fully completed ITQ Reference Project Forms (Annex B) with their Response. The project description must clearly demonstrate that the Respondents meet all mandatory experience requirements. Simply repeating the requirement does not, in itself, demonstrate that a Respondent has the experience required. Sufficient details are required. Respondents are also asked to use the same terminology used in this ITQ; if a Respondent uses different terminology, that Respondent is requested to define the terminology so that Canada can accurately assess whether the experience meets the requirements of this ITQ.
- **4.5.2** The Respondents' experience will be evaluated on a simple pass/fail (i.e., compliant / noncompliant) basis. Respondents that fail to meet any of the mandatory experience requirements in Annex B will be disqualified.
- **4.5.3** The project references required for the mandatory experience requirements in Annex B do not have to be the same. Also, as an example, the customer for the Annex B.1 experience requirements could be ABC Co., while the customer for the Annex B.2 experience requirements could be XYZ Ltd. However, for Annex B.1, the Respondent must provide a single project to meet all the elements of the experience required by Annex B.1.
- **4.5.4** In the case of a joint venture Respondent, each project reference given can be from a different joint venture member. The project references are not required to be projects performed by the joint venture Respondent itself.
- **4.5.5** Respondents are requested to indicate the page number(s) in their supporting project documentation that addresses a particular mandatory corporate technical experience requirement.
- **4.5.6** Canada will only consider the experience of the Respondent itself (not including any affiliate of the Respondent), subject to the following:



- a) The experience of a corporate predecessor will be evaluated as experience of the Respondent if:
 - i) The corporate predecessor amalgamated with another corporation to form the Respondent; or
 - All or substantially all the assets of the corporate predecessor were acquired by the Respondent, the majority of the corporate predecessor employees became employees of the Respondent, and both the corporate predecessor and the Respondent carry on essentially the same business; or
 - iii) All or substantially all of a specific business unit that was responsible within the corporate predecessor for the work connected with the experience requirement has been transferred to the Respondent, along with all or substantially all the employees of that business unit, and the Respondent continues to carry on essentially the same business as that business unit.
- b) The Respondent has provided a signed copy of the Team Certification found in Attachment 1 to Annex B of the ITQ. A signed Team Certification must be provided in order for the evaluation team to consider the experience proposed by the Respondent of another party. Any attempt to qualify under this ITQ by leveraging another parties experience without a signed Team Certification found in Attachment 1 to Annex B of the ITQ will render that Respondent non-complaint.
- **4.5.7** The customer organization for each project reference must not be an affiliate and must deal at arm's length with the Respondent in order to be considered as a project reference.

4.6 Certifications

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



PART 5 SECURITY AND FINANCIAL REQUIREMENTS

5.1 Security Clearance Requirement

- **5.1.1** Security clearance is an important corporate requirement. Canada will require the successful bidder to meet the security requirements set out in the Annex D SRCL before the Bid Solicitation (RFP) closing date.
- **5.1.2** For more information on personnel and organization security screening please visit PWGSC's Industrial Security Program (ISP) web site. Respondents can also contact CISD by telephone at 1-866-368-4646, or (613) 948-4176 in the National Capital Region.
- **5.1.3** Canada reserves the right to revise the security requirements following the ITQ Phase. Canada will provide the RFP and contract security clauses at a subsequent phase of this procurement process.

5.2 Financial Capability

- **5.2.1** It is anticipated that SACC Manual clause A9033T (2012-07-16), financial capability, will apply to the resulting bid solicitation(s); except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the contracting authority in 1(a) to (f) must be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the Contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."
- **5.2.2** In the case of a joint venture, each member of the joint venture will have to meet the financial capability requirements.
- **5.2.3** Financial capability will be evaluated prior to Contract award.



PART 6 EVALUATION PROCEDURES AND BASIS OF QUALIFICATION

6.1 General Evaluation Procedures

- **6.1.1** An evaluation team composed of representatives of Canada will evaluate the ITQ Responses. Canada may hire any independent consultant, or use any Government resources, to evaluate any ITQ Response. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- **6.1.2** Each Response will be reviewed to determine whether it meets the mandatory requirements of the ITQ. Any element of the ITQ identified with the words "must" or "mandatory" is a mandatory requirement. Responses that do not comply with each and every mandatory requirement will be declared non-responsive and be disgualified.
- **6.1.3** In addition to any other time periods established in the ITQ:
 - a) **Requests for Clarifications**: If Canada seeks clarification or verification from the Respondent about its Response, including certifications, the Respondent will have 2 working days (or a longer period if specified in writing by the contracting authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the Response being declared non-responsive.
 - b) **Extension of Time**: If additional time is required by the Respondent, the contracting authority may grant an extension in his or her sole discretion.

6.2 Evaluation of ITQ Submission Form (Annex A)

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

6.3 Evaluation of Compliance with Mandatory Experience Requirements (Annex B)

- **6.3.1** For the Enterprise Perimeter Security Solution, the mandatory experience requirements at Annex B will be evaluated on a simple pass/fail basis.
- **6.3.2** Canada is not obliged to, but may in its discretion contact the primary reference and, where applicable, the backup reference, in order to validate that any information on any signed ITQ reference project form is accurate. Canada may conduct the reference check with respect to none, some or all of the mandatory experience requirements. Canada may conduct any project reference validation check in writing by e-mail by sending the reference a copy of the completed and signed ITQ reference project form. Canada will email (cc) the Respondent's contact when an e-mail is sent out for project reference validation checks.
- **6.3.3** If Canada chooses to contact one or more references to validate information provided by a Respondent, Canada must receive the reference's Response within 5 Federal Government Working Days (FGWDs) from the date of the request. If Canada does not receive confirmation (within 5 FGWDs) from either the primary or backup reference that the information on the signed ITQ reference project form is accurate (or that any inaccuracies are not material to whether or not the project meets the mandatory requirements), that Respondent's project reference will not be considered in the evaluation. Canada may also contact a primary or backup reference for clarification purposes, either by email or by telephone.
- **6.3.4** If during a Response validation by Canada it becomes apparent that the address, telephone number, or email address for any of the references is incorrect or missing, the Respondent will be permitted to provide the correct address, telephone number, or email address within 1 FGWD of a request. If the named individual for the primary reference is unavailable because they are on leave, or no longer working for that organization, Canada will contact the backup reference from the same customer organization.



6.4 Basis for Qualification

- **6.4.1** A Response must comply with the requirements of the ITQ and meet all mandatory requirements to be declared responsive. A Respondent whose Response for the Enterprise Perimeter Security Solution ITQ has been declared responsive will be a Qualified Respondent and proceed to the next phase. However, Canada reserves the right to re-evaluate any aspect of the qualification of any Respondent at any time during the solicitation process.
- **6.4.2** Unsuccessful Respondents will not be given another opportunity to participate or be reevaluated for the subsequent phases, unless SSC determines in its sole discretion that a second opportunity is required in order to increase competition for the Bid Solicitation Phase.

6.5 ITQ Phase Second Qualification Round

- **6.5.1** SSC reserves the right, in its sole discretion, to run an additional qualification round(s).
- **6.5.2** If SSC determines that unsuccessful Respondents will be given an additional opportunity to qualify, SSC will provide written debriefs to all unsuccessful Respondents for the Enterprise Perimeter Security Solution ITQ at the same time.

PART 7 CERTIFICATIONS

Compliance with the certifications Respondents provide to Canada is subject to verification by Canada during the response evaluation period, during the subsequent phases of the procurement process described in this ITQ, and after award of any resulting contract(s). The Contracting Authority will have the right to ask for additional information to verify the Respondents' compliance with the certifications at any time. The Respondent's response will be disqualified 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 result in the response being disqualified.

Respondents are requested to use Annexes C (Federal Contractors Program for Employment Equity - Certification) and D (Security Requirements Checklist) to provide the certifications requested below. For a joint venture bidder, the certifications requested below are required for each member of the joint venture.

7.1 Code of Conduct Certifications

- **7.1.1** Respondents must comply with the <u>Code of Conduct for Procurement</u>, which can be found here: http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html. In addition to the <u>Code of Conduct for Procurement</u>, Respondents must:
 - a) respond to this ITQ in an honest, fair and comprehensive manner,
 - b) accurately reflect their capacity to satisfy the requirements stipulated in this ITQ and all subsequent phases of the procurement process including the resulting contracts,
 - c) submit ITQ responses and enter into contracts only if they will fulfill all obligations of the Contract.
- **7.1.2** By submitting a response, Respondents confirm that they understand 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. The Respondent must provide Canada with updates during this procurement process if any of the information contained in its response changes. The Respondent and any of the Respondent's affiliates will also be required to remain free and clear of any acts or convictions listed further below during the period of any contract resulting from this procurement process.
- **7.1.3** For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Respondent's affiliates if:
 - a) directly or indirectly either one controls or has the power to control the other, or
 - b) 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 acts or convictions specified further below that has the same or similar management, ownership, or principal employees, as the case may be.

- **7.1.4** Upon request by the Contracting Authority, the Respondent must provide a complete list of names of all individuals who are currently directors of the Respondent (in the case of a joint venture, this applies to each of the Respondents). Failure to provide such a list within the required time frame will render the response non-responsive.
- 7.1.5 Canada may, at any time, request that a Respondent provide a properly completed and Signed Consent Form (Consent to a Criminal Record Verification form PWGSC-TPSGC 229) for any or all the current directors of the Respondent. Failure to provide such Consent Forms by the deadline provided by the Contracting Authority will result in the response being declared non-responsive.

- **7.1.6** By submitting a response, the Respondent certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Respondent, including the information relating to the acts or convictions specified below, through independent research, use of any government resources or by contacting third parties.
- **7.1.7** 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 the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the <u>Lobbying Act</u>.
- **7.1.8** By submitting a response, the Respondent certifies that no one convicted under any of the provisions under a) or b) would receive any benefit under a contract arising from this procurement process. 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 nor any of their directors has ever been convicted of an offence under any of the following provisions:
 - a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the <u>Financial</u> <u>Administration Act</u>, or
 - b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the <u>Criminal Code</u> of Canada, or
 - c) section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the <u>Criminal Code</u> of Canada, or
 - d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the <u>Competition Act</u>, or
 - e) section 239 (False or deceptive statements) of the Income Tax Act, or
 - f) section 327 (False or deceptive statements) of the Excise Tax Act, or
 - g) section 3 (*Bribing a foreign public official*) of the <u>Corruption of Foreign Public Officials Act</u>, or
 - h) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the <u>Controlled Drugs and Substance Act</u>.
- **7.1.9** In circumstances in which a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Respondent must provide with its response or promptly thereafter a copy of confirming documentation from an official source. If this documentation has not been received by the time the evaluation of responses is completed, Canada will inform the Respondent of a time frame within which to provide the information. Failure to comply will render the response non-responsive.
- **7.1.10** By submitting a response, Respondents confirm that they understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) further above, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h), when required to do so by law or legal proceedings, or when 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;
- e) Economic harm;

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

7.2 Former Public Servant Certification

- a) Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Respondents must provide the information required below.
- b) For the purposes of this clause,
 - i) "former public servant" means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
 - (A) an individual;
 - (B) an individual who has incorporated;
 - (C) a partnership made of former public servants; or
 - (D) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
 - ii) "**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 *Canadian Pension Plan Act*, R.S., 1985, c. C-8.
- c) If the Respondent is an FPS in receipt of a pension as defined above, the Respondent must provide the following information:
 - i) name of former public servant;
 - ii) date of termination of employment or retirement from the Public Service.
- d) If the Respondent is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Respondent must provide the following information:
 - i) name of former public servant;
 - ii) conditions of the lump sum payment incentive;
 - iii) date of termination of employment;
 - iv) amount of lump sum payment;
 - v) rate of pay on which lump sum payment is based;

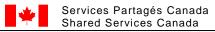


- vi) period of lump sum payment including start date, end date and number of weeks; and
- vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- f) By submitting a response, the Respondent certifies that the information submitted by the Respondent in response to the above requirements is accurate and complete.

7.3 Federal Contractors Program – Certification

- a) By submitting a response, the Respondent certifies that the Respondent, and any of the Respondent's members if the Respondent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity <u>FCP Limited Eligibility to Bid</u> list available from Employment and Social Development Canada (ESDC) – Labour's website.
- b) Canada will have the right to declare a response non-responsive if the Respondent, or any member of the Respondent if the Respondent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.
- c) Canada will also have the right to terminate the Supply Arrangement and any issued Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Supply Arrangement and any issued Contract.

The Respondent is requested to provide the Contracting Authority with a completed Annex C – Federal Contractors Program for Employment Equity – Certification, with their response. If the Respondent is a joint venture, the Respondent must provide the Contracting Authority with a completed certification for each member of the joint venture.



ANNEX A: ITQ SUBMISSION FORM

ITQ SUBMISSION FORM		
Respondent full legal name		
Authorized Representative of Respondent for	Name:	
evaluation purposes (e.g. clarifications)	Title:	
	Address:	
	Telephone #:	
	Email:	
Procurement Business Number:		
Canada's Official Language in which the Respondent will communicate with Canada during any subsequent process - indicate either English or French		
Former Public Servants	Is the Respondent in receipt of a pension as defined in this solicitation?	
See Part 7 of the ITQ entitled Former Public Servant		
Certification for a definition of "Former Public Servant".	Yes No	
This requirement english to the Despendent in the second	If yes, please provide the information	
This requirement applies to the Respondent. In the case	required by the Article in section 7.2	
of a joint venture Respondent, the requirement applies to each member of the joint venture.	entitled "Former Public Servant	
	Certification".	
	Is the Respondent a FPS who received a	
	lump sum payment under the terms of a	
	work force reduction program?	
	Yes No	
	If yes, please provide the information	
	required by the Article in section 7.2	
	entitled "Former Public Servant	
	Certification".	
Applicable Laws (the Respondent may insert the		
Canadian province or territory of its choice; otherwise,		
the applicable laws of Ontario will apply)		
As the authorized representative of the Respondent, by si		
understood the entire ITQ including the documents incorp	orated by reference into the ITQ and the	
entire Response, and I certify that:	described in the ITO, and	
1. The Respondent meets all the mandatory requirements		
2. All the information provided in the ITQ Response is con	Name	
	Address	
Signature of the authorized representative of the		
Signature of the authorized representative of the Respondent	Email	
	Signature	
	Phone	

ANNEX B: ITQ REFERENCE PROJECT FORMS

Considering that the Enterprise Perimeter Security Solution will be critical to Canada's operation in supporting the internal operations of the Government of Canada, SSC has defined minimum past experience criteria for Respondents to qualify.

The Respondent's ITQ mandatory criteria are detailed in this Annex B, ITQ Reference Project Forms, Annexes B.1 to B.5 inclusive.

The following definitions apply to the ITQ Reference Project Forms only:

Service	ITQ Definition
Customer Site	A unique civic address location where the service is provided to a customer other than the Respondent.
Enterprise Perimeter Security Solution	The integrated set of security capabilities and supporting components that will be requested as part of this procurement process.
Secure Web Gateway	One of the required security components required as part of the Enterprise Perimeter Security Solution. This part of the solution will provide web filtering to prevent access to unacceptable/illegal Web sites and Web sites known to contain malicious threats or viruses.
SSL/TLS Decryption	One of the required security components required as part of the Enterprise Perimeter Security Solution. This part of the solution will provide visibility into encrypted traffic by decrypting the SSL/TLS flows.
Intrusion Detection and Prevention	One of the required security components required as part of the Enterprise Perimeter Security Solution. This part of the solution will be used to analyze the decrypted and normal traffic for intrusion attempts and to protect the network.
Advanced Threat Detection	One of the required security components required as part of the Enterprise Perimeter Security Solution. This part of the solution will be leveraged to evaluate and determine progressive and highly sophisticated advanced threats by 'detonating' applicable file contents within an isolated 'sandbox' environment.
Sandbox capability	One of the required security components required as part of the Enterprise Perimeter Security Solution. The isolated environment that will provide the ability to detonate files.
Enterprise Security solutions	An individual security solution comprised of one of the requested security capabilities or other acceptable security solution.



Annex B.1: ITQ Reference Project Form		
Respondent		
Name		
Address		
Mandatory Exper	rience Requirement #1	
The Respondent must have successfully developed, implemented and integrated an Enterprise Perimeter Security Solution for two distinct clients, including one Canadian federal government client, over a period of at least 12 continuous months in the last 5 years leading up to the ITQ closing date where the Enterprise Perimeter Security Solution included at least two of the following security functions:		
 a. Secure Web Gateway, b. SSL/TLS Decryption, c. Intrusion Detection and Prevention, or d. Advanced Threat Detection with Sandbox capability. 		
Reference Project for Manda	atory Experience Requirement #1	
Entity under contract to Customer Organization the reference project		
Project Name		
Project Duration (including start date, completi implementation and end date, if applicable)	ion of	
General Project Description (e.g. work performe experienced gained)	ed,	
Demonstrate, using specific detailed examples project specified meets all of the requirement s stipulated under the Mandatory Experience Rec	statements	
Name of customer Organization		
Customer Organization Primary Contact Name		
Customer Organization Primary Contact Teleph Customer Organization Primary Contact Email		
Customer Organization Backup Contact Name		
Customer Organization Backup Contact Teleph		
Customer Organization Backup Contact Email		



Annex B.2: ITQ Reference Project Form				
Respondent				
Name				
Address				
Mandato	ory Experience Requir	ement #2		
The Respondent must have an existing facility (lab / data center) within 50 kilometers of the National Capital Region, or commitment to have a facility available in place at the time of the Request for Propose (RFP) bid submission, that must be able to support the installation and running of the proposed Enterprise Perimeter Security Solution for the purpose of performing proof of bid validation and verification testing a part of the bid evaluation at the bidders expense. This facility may continue to be used during the implementation phase of the subsequent contract.				
Reference Project f	or Mandatory Experie	nce Requirement #2		
Customer Organization receiving servi	ces for the			
reference project	with a Deaman dawi			
If applicable, prime contractor for who performed the work (if no prime contra				
the Respondent is indicating that it per				
directly for the Customer)				
Project Name				
Project Duration (including start date,				
implementation and end date, if applic				
General Project Description (e.g. work experienced gained)	performed,			
Demonstrate, using specific detailed e	xamples, how the			
project specified meets all of the requi	rement statements			
stipulated under the Mandatory Experience Requirement				
#2. (if using multiple Customers to demonstrate this				
experience, indicate the number of use	ers for each			
Customer)				
Customer Organization Primary Contact Name (if Respondent performed the work directly for the Customer)				
Customer Organization Primary Contact Telephone				
Customer Organization Primary Contact Telephone				
Customer Organization Backup Contact Name				
Customer Organization Backup Contact Telephone				
Customer Organization Backup Contact Email				
Prime Contractor Primary Contact Nan				
performed the work as a subcontracto	7			
Prime Contractor Primary Contact Telephone				
	Prime Contractor Primary Contact Email			
Prime Contractor Backup Contact Name				
Prime Contractor Backup Contact Telephone				
Prime Contractor Backup Contact Ema	Prime Contractor Backup Contact Email			

Annex B.3: ITQ Reference Project Form		
Respondent		
Name		
Address		
Mandato	ory Experience Requ	irement #3
for a period of at least 12 continuous mo support was provided 7 days per week, 2	onths in the last 5 yea 4 hours per day, 365 o	
		ience Requirement #3
Customer Organization receiving servi reference project	ices for the	
If applicable, prime contractor for who performed the work (if no prime contra the Respondent is indicating that it pe directly for the Customer)	ictor is indicated,	
Project Name		
Project Duration (including start date,	completion of	
implementation and end date, if applic		
General Project Description (e.g. work performed, experienced gained)		
Demonstrate, using specific detailed examples, how the		
project specified meets all of the requirement statements		
stipulated under the Mandatory Experience Requirement		
#3. (if using multiple Customers to demonstrate this experience, indicate the number of users for each		
Customer)		
Name of customer Organization (if Respondent		
performed the work directly for the Customer)		
Customer Organization Primary Contact Name		
Customer Organization Primary Conta		
Customer Organization Primary Conta		
Customer Organization Backup Contac		
Customer Organization Backup Contac	ct Telephone	
Customer Organization Backup Contac	ct Email	
Prime Contractor Primary Contact Nan	ne (if Respondent	
performed the work as a subcontracto	r)	
Prime Contractor Primary Contact Tele	ephone	
Prime Contractor Primary Contact Email		
Prime Contractor Backup Contact Name		
Prime Contractor Backup Contact Telephone		
Prime Contractor Backup Contact Email		



Annex B.4: ITQ Reference Project Form		
Respondent		
Name		
Address		
Mandato	ory Experience Requ	irement #4
The Respondent must have developed Enterprise Security solutions utilizing multiple vendors and integrated these functions with existing client security capabilities which included installation, on-going support, training and documentation over a period of at least 12 continuous months in the last 5 years leading up to the ITQ closing date. This should reference must be different than those provided in B.1.		
Reference Project f	or Mandatory Exper	ience Requirement #4
Customer Organization receiving servi reference project	ices for the	
If applicable, prime contractor for whom the Respondent performed the work (if no prime contractor is indicated, the Respondent is indicating that it performed the work directly for the Customer)		
Project Name		
Project Duration (including start date, completion of implementation and end date, if applicable)		
General Project Description (e.g. work performed, experienced gained)		
Demonstrate, using specific detailed examples, how the project specified meets all of the requirement statements stipulated under the Mandatory Experience Requirement #4. (if using multiple Customers to demonstrate this experience, indicate the number of users for each Customer)		
Name of customer Organization (if Respondent performed the work directly for the Customer)		
Customer Organization Primary Contact Name		
Customer Organization Primary Contact Telephone		
Customer Organization Primary Conta	ct Email	
Customer Organization Backup Contact Name		
Customer Organization Backup Contact Telephone		

Customer Organization Backup Contact Email	
Prime Contractor Primary Contact Name (if Respondent performed the work as a subcontractor)	
Prime Contractor Primary Contact Telephone	
Prime Contractor Primary Contact Email	
Prime Contractor Backup Contact Name	
Prime Contractor Backup Contact Telephone	
Prime Contractor Backup Contact Email	



Annex B.5: ITQ Reference Project Form		
Respondent		
Name		
Address		
Mandatory Experience Requirement #5		
The Respondent must demonstrate they have OEM certified resources identifitied with significant and extensive experience that are able to design, configure and implement the security solution to be proposed by the Respondent in the RFP phase.		
Reference Project for Mandatory Experience Requirement #5		
Customer Organization receiving serv	ices for the	
reference project		
If applicable, prime contractor for whom the Respondent performed the work (if no prime contractor is indicated, the Respondent is indicating that it performed the work directly for the Customer)		
Project Name		
Project Duration (including start date, completion of implementation and end date, if applicable)		
General Project Description (e.g. work performed, experienced gained)		
Demonstrate, using specific detailed examples, how the project specified meets all of the requirement statements stipulated under the Mandatory Experience Requirement #5. (if using multiple Customers to demonstrate this experience, indicate the number of users for each Customer)		
Name of customer Organization (if Respondent performed the work directly for the Customer)		
Customer Organization Primary Contact Name		
Customer Organization Primary Contact Telephone Customer Organization Primary Contact Email		
Customer Organization Backup Contact Email		
Customer Organization Backup Contact Name		
Customer Organization Backup Contact Telephone		
Prime Contractor Primary Contact Name (if Respondent		
performed the work as a subcontractor)		
Prime Contractor Primary Contact Telephone		
Prime Contractor Primary Contact Telephone		
Prime Contractor Primary Contact Email Prime Contractor Backup Contact Name		
Prime Contractor Backup Contact Telephone		
Prime Contractor Backup Contact Telephone		
rine contractor backup contact Eman		



ATTACHMENT A TO ANNEX B TO THE ITQ TEAM CERTIFICATION

Canada believes that there is a strong correlation between the success of an initiative and a Contractor with well-established relationships with its team members (joint venture partners, partners, parent organization, affiliated organization, any subsidiary organization and major tier-one subcontractors).

Therefore, by signing the certification below, the Respondent hereby certifies that:

- (i) All of the Respondent's team members identified in its proposal have a signed teaming agreement or signed Contract in respect of the services to be provided under any contract resulting from this ITQ, prior to the bid closing date (A signed letter of intent from a team member is not sufficient);
- (ii) Where the team member is a related organization (i.e. parent, affiliated and/or subsidiary organization), the teaming agreement or Contract for the services to which the experience relates, must stipulate that the Respondent can rely upon and use the experience of the team member throughout the performance of any resulting Contract; and
- (iii) Where the team member is a major tier-one subcontractor or limited partner, the teaming agreement or Contract must stipulate that the team member whose experience is being presented for evaluation will be actively responsible for the delivery of those services to which the experience relates under any resulting Contract.

In order to demonstrate that it meets this requirement, the Respondent is requested to provide the following certification:

CERTIFICATION SIGNATURE

We hereby certify compliance with the above noted requirements and have signed teaming agreements that meet the above requirements with the following team members:

(Respondents must enter the names of the organization(s) for which teaming agreements or Contracts are in place).

We also certify that the signature below is that of a person authorized to sign on behalf of the Respondents.

Signature

Date

Title of person authorized to sign on behalf of the Respondent

Name of the Respondent

ANNEX C: FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

Complete both A and B.

- A. Check only one of the following:
- () A1. The Respondent certifies having no work force in Canada.
- () A2. The Respondent certifies being a public sector employer.

() A3. The Respondent certifies being a federally regulated employer being subject to the *Employment Equity Act.*

() A4. The Respondent certifies having a combined work force in Canada of less than 100employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Respondent has a combined workforce in Canada of 100 or more employees; and

() A5.1. The Respondent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

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

- B. Check only one of the following:
- () B1. The Respondent is not a Joint Venture.

OR

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



ANNEX D: DRAFT OFSECURITY REQUIREMENT CHECK LIST (SRCL)

TO BE PROVIDED LATER IN THE PROCUREMENT PROCESS