



**ADDRESS RESPONSES TO:**

**ADRESSER LES  
RÉPONSES À:**

Irena Stevic (Contracting Authority/  
autorité contractante)  
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**Email Address for Response  
Submission/l'adresse électronique  
de présentation de la réponse:**  
irena.stevic@canada.ca

**INVITATION TO QUALIFY  
INVITATION À SE QUALIFIER**

**Comments - Commentaires**

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

<b>Title – Sujet</b> ITQ - Session Initiation Protocol (SIP) Trunking Service IASQ - Service du protocole d'initiation de session (SIP)	
<b>Solicitation No. – N° de l'invitation :</b> 14554	<b>Date:</b> 14 July 2017
<b>Client Reference No. – N° référence du client :</b> 14554	
<b>GETS Reference No. – N° de référence de SEAG</b> 14554	
<b>File No. – N° de dossier :</b> 14554	<b>CCC No. / N° CCC - FMS No. / N° VME</b> NA

<b>Solicitation Closes – L'invitation prend fin :</b>  at – à <b>02 :00 PM – 14 :00 hrs</b>  on – le <b>11 August 2017</b> <b>11 août 2017</b>	<b>Time Zone / Fuseau horaire</b>  Eastern Daylight Time (EDT) / L'heure avancée de l'Est (HAE)
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<b>D.D.P.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>
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<b>Address Inquiries to : - Adresser toutes questions à:</b> Irena Stevic	<b>Buyer Id – Id de l'acheteur</b> CAV
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<b>Telephone No. – N° de téléphone :</b> 613-793-1826	<b>Email – Courriel</b> irena.stevic@canada.ca
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<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :</b> See herein. Voir aux présentes.
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<b>Delivery required - Livraison exigée</b>  N/A	<b>Delivery Offered – Livraison propose</b>  N/A
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**Issuing Office – Bureau de distribution**  
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**INVITATION TO QUALIFY (ITQ)  
SIP TRUNKING SERVICE  
FOR  
SHARED SERVICES CANADA**

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**Annexes:**

**Annex A: ITQ Submission Form**

**Annex B: Mandatory Experience Requirements - ITQ Reference Project Forms**

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

**Annex D: Security Requirements Checklist (SRCL)**



**INVITATION TO QUALIFY (ITQ)**  
**SIP TRUNKING SERVICE**  
**FOR**  
**SHARED SERVICES CANADA**

This ITQ is divided into the following parts:

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



## PART 1 GENERAL INFORMATION

### 1.1 Introduction

- 1.1.1** The Government of Canada (GC / Canada) 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*. All entities that use SSC's services from time to time in accordance with the *Shared Services Canada Act* are called "SSC clients" in this ITQ.
- 1.1.2 Phase 1 of Procurement Process:** This Invitation to Qualify (ITQ) is the first phase of a procurement process by Shared Services Canada (SSC) for Session Initiation Protocol (SIP) Trunking Service (the "**Project**"). Suppliers 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. Only Qualified Respondents will be permitted to bid on any subsequent solicitation issued as part of the procurement process.
- 1.1.3 Further Evaluation of Qualified Respondents:** Even though certain suppliers may be pre-qualified by Canada as a result of this ITQ, Canada reserves the right to re-evaluate any aspect of the qualification of any Qualified Respondent at any time during the procurement process.
- 1.1.4 ITQ is not a Bid Solicitation:** This ITQ process is simply a solicitation of interest, not a request for bids or tenders. No contract will be awarded as a result of the activities during the ITQ phase. Canada reserves the right to cancel any of the preliminary requirements included as part of the Project at any time during the ITQ phase or any other phase of the procurement process. Given that the ITQ process may be partially or completely cancelled by Canada, it may not result in any of the subsequent procurement processes described in this document. Respondents and Qualified Respondents may withdraw from the procurement process at any time. Therefore, suppliers who submit a response can choose not to bid on any subsequent solicitation.
- 1.1.5 Hosted Contact Centre Services (HCCS):** Hosted Contact Centre Service is an outsourced, dedicated service that allows external and internal stakeholders to contact Government of Canada service agents or automated self-service systems through multiple channels including voice, web-text-chat, email, social media, and video. HCCS stakeholders can be anywhere in the world. HCCS agents can be anywhere in Canada. HCCS has high availability with two geographically-separated locations running in load-sharing mode but each site has sufficient capacity to run 100% of load.
- 1.1.6 Potential Client Users:** This ITQ is being issued by SSC. It is intended that the contract resulting from any subsequent solicitation would be used by SSC to provide SIP Trunking Services to HCCS at two locations: Montreal, QC and Markham, ON. This process will not preclude SSC from using another method of supply for any of its clients with the same or similar needs. SSC reserves the right to use the contract resulting from solicitation subsequent to this ITQ to provide SIP Trunking Services to other Government of Canada locations in Canada.
- 1.1.7 National Security Exception:** Canada has invoked the National Security Exception in respect of this requirement and, as a result, none of the trade agreements apply to this procurement.

### 1.2 Overview and Scope of the Requirement

The SIP Trunking Service will:

- a) be using equipment owned and operated by the Respondent;
- b) be a managed service implemented by the Respondent and hosted in the Respondent's data centres (minimum of 2), that provides an IP-based interface to SSC's IP network at HCCS data centers designated by Canada that will include:
  - i) 3600 Steeles Ave, Markham, ONT, L3R 9Z7
  - ii) 275 ave Viger Est, Montreal, QC, H2X 3R7



- c) allow point-to-point and multi-point voice and video real-time and streaming sessions in compliance with the SIP protocol per RFC 3261 and E.164 International Numbering Plan;
- d) provide Inbound (i.e. Toll Free and inbound direct inward dialing) and Outbound (i.e. outbound local calling and outbound long distance calling) connections to the Respondent's class 4 and/or class 5 Central Office that extends calls via the Public Switched Telephone Network; and
- e) not be connected to the World Wide Web (i.e. public Internet), either directly or indirectly.

### 1.3 Rejection of a response due to Conflict of Interest or Unfair Advantage

**1.3.1 Conflict of Interest or Unfair Advantage:** 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 Respondents and that would, in Canada's opinion, give or appear to give the Respondent an unfair advantage.

**1.3.2** Respondents who are in doubt about a particular situation should contact the Contracting Authority during the question period for the solicitation. By submitting a response, the Respondent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Respondent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

**1.3.3** In this regard, Canada advises that it has used the services of a number of private sector consultants/contractors in preparing strategies and documentation related to this procurement process, including the following:

- a) Coradix Technology Consulting Ltd.

**1.3.4 Previous Experience:** The experience acquired by a Respondent who is providing or has provided the same or similar goods and services described in the ITQ to Canada in the past will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest.

**1.3.5 Making Representations:** If 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 makes a final decision. The Contracting Authority will provide the Respondent with a minimum of 5 working days to make its representations, which will normally be required in writing.

### 1.4 Terminology

**1.4.1** 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.

**1.4.2** 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.



## 1.5 The Respondent

**1.5.1 Definition of Respondent:** In the ITQ, “Respondent” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a response. It does not include the parent, subsidiaries or other affiliates of the Respondent, or its subcontractors.

**1.5.2 Legal Capacity:** The Respondent must have the legal capacity to contract. If the Respondent is a sole proprietorship, a partnership or a corporate body, the Respondent must provide, if requested by the Contracting Authority, any requested supporting documentation indicating the laws under which it is registered or incorporated, together with the registered or corporate name of the Respondent and its place of business. This also applies to each entity submitting a response as a joint venture.

**1.5.3 Joint Venture Respondents:** 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 to submit a response together. A Respondent that is a joint venture must indicate clearly that it is a joint venture and provide the following information:

- a) the name of each member of the joint venture;
- b) the Procurement Business Number of each member of the joint venture;
- c) the name of the representative member 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.

If this information is not clearly provided in the response, the Respondent must provide the information on request by the Contracting Authority. Canada may require that the response and any resulting contract 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 that each member of the joint venture confirm that the representative member has been appointed with full authority to act as its representative for the purposes of the procurement process and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

**1.5.4 Responses not Assignable or Transferable:** Substitute Respondents will not be accepted. The Respondent will not be permitted to assign or transfer its response.

**1.5.5 Procurement Business Number:** Respondents are required to have a Procurement Business Number (PBN) before the award of any resulting contract. Respondents may register for a PBN online at <https://srisupplier.contractsCanada.gc.ca/>. For non-Internet registration, Respondents may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

**1.5.6 Submission of Ownership and Control Information:** If the solicitation concerns a procurement that is subject to the National Security Exception under Canada’s trade agreements, the Respondents must provide, if requested by the Contracting Authority, the following information as well as any other requested information related to the ownership and control of the Respondents, its owners, its management and any “related” (see definition below) corporations and partnerships:

- a) an organization chart for the Respondent showing all related corporations and partnerships;
- b) a list of all the Respondent’s shareholders and/or partners, as applicable; if the Respondent is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner(s); and
- c) a list of all the Respondent’s directors and officers, together with each individual’s home address, date of birth, birthplace and citizenship(s); if the Respondent is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner(s).



In the case of a joint venture Respondent, this information must be provided for each member of the joint venture. The Contracting Authority may also require that this information be provided in respect of any subcontractors specified in a response. For the purposes of this section, a corporation or partnership will be considered related to another party if:

- a) they are “related persons” or “affiliated persons” according to the Canada *Income Tax Act*,
- b) the entities have now or in the two years before the closing date had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- c) the entities otherwise do not deal with one another at arm’s length, or each of them does not deal at arm’s length with the same third party.





## **PART 2      PROCUREMENT PROCESS**

This ITQ is the first phase in the procurement process for the Project. Although the procurement process remains subject to change (and even to cancellation), Canada currently anticipates that the procurement process will be conducted in the following phases:

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

- 2.1.1** The objective of the ITQ is to qualify Respondents who have the required experience in implementing and operating a SIP Trunking Service.
- 2.1.2** Respondents who do not successfully qualify at the ITQ Phase will not be able to participate in any subsequent procurement phases for the SIP Trunking Service.
- 2.1.3** This document describes what Respondents need to submit with their response and how Respondents will be evaluated. The response requirements are fully described in Part 4 - Response Preparation Instructions.
- 2.1.4** The Responses received under this ITQ will be evaluated against mandatory criteria as detailed in Part 6 – Evaluation Procedure and Basis of Qualification.
- 2.1.5** Respondents who meet all the mandatory criteria will be considered Qualified Respondents for the SIP Trunking Service requirement and will proceed to the Bid Solicitation Phase.
- 2.1.6** Qualified Respondents may withdraw from the process at any time by providing a written notification to the Contracting Authority.

### **2.2      Bid Solicitation Phase**

- 2.2.1** During the Bid Solicitation Phase, Canada intends to issue a formal Request for Proposal (RFP) to the Qualified Respondents identified in the ITQ Phase.

### **2.3      Contract Award Phase**

- 2.3.1** 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.
- 2.3.2** Canada is considering a 8 year contract plus two 1-year optional periods.



## **PART 3      RESPONDENT INSTRUCTIONS**

### **3.1      Standard Instructions, Clauses and Conditions**

- 3.1.1** All instructions, clauses and conditions identified in the ITQ by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada. These instructions, clauses and conditions are incorporated by reference and they form part of this document as though they were expressly set out here in full.
- 3.1.2** By submitting a response, the Respondent is confirming that it agrees to be bound by all the instructions, clauses and conditions of the ITQ.

### **3.2      Submission of Responses**

- 3.2.1** Responses must be submitted to Shared Services Canada by the date, time and address indicated on page 1 of the ITQ.
- 3.2.2** Respondents are requested to send an e-mail notification to [Irena.Stevic@canada.ca](mailto:Irena.Stevic@canada.ca) prior to the closing date indicating their intention to submit a response.

### **3.3      Enquiries and comments during the ITQ Period**

- 3.3.1      Single Point of Contact:** To ensure the integrity of the competitive procurement process, questions and other communications regarding the solicitation must be directed only to the Contracting Authority identified in the solicitation. Failure to comply with this requirement may result in the response being declared non-compliant.
- 3.3.2      Deadline for Asking Questions:** Unless otherwise indicated in the solicitation, all questions and comments regarding the solicitation must be submitted by email to the Contracting Authority no later than 5 calendar days before the closing date. Questions received after that time may not be answered.
- 3.3.3      Content of Questions:** Respondents should reference as accurately as possible the numbered item of the solicitation to which the question relates. Respondents should explain each question in sufficient detail in order to allow Canada to provide an accurate answer. Any questions that a Respondent believes include proprietary information must be clearly marked “proprietary” at each relevant item. Items identified as proprietary will be treated as such unless Canada determines that the question 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 edited question and answer can be provided to all Respondents. Questions not submitted in a form that can be provided to all Respondents may not be answered by Canada.
- 3.3.4      Publication of Answers:** To ensure the consistency and quality of information provided to Respondents, significant questions and the answers will be posted on the Government Electronic Tendering Service (GETS) as an amendment to the solicitation.

### **3.4      Solicitation Documents**

- 3.4.1** SSC is not responsible for and will not assume any liabilities whatsoever for the information found on websites of third parties. If a Notice of Proposed Procurement, ITQ, solicitation or related documentation published on the GETS is amended, SSC will not be sending notifications to Respondents. Instead, SSC will post all amendments, including significant questions received and the answers on the GETS. Respondents are solely responsible for consulting the GETS regularly for the most up-to-date information. SSC will not be liable for any oversight by the Respondent, nor for notification services offered by a third party.
- 3.4.2      Previous Requirements:** Respondents should not assume that specifications or practices from previous procurements or contracts will continue to apply, unless they are described in the



solicitation. Respondents should also not assume that their existing capabilities meet the requirements of the solicitation simply because they have met previous requirements.

### **3.5 Applicable Laws**

**3.5.1** This procurement process and any resulting contract will be interpreted and governed, and the relations between the parties determined, by the laws in force in one of the provinces or territories of Canada. Each Respondents may indicate in its ITQ Submission Form (Annex A) which of the provinces or territories it wishes to apply. If the Respondents does not indicate which province or territory it wishes to apply, the laws of the Province of Ontario will apply automatically

### **3.6 Language**

**3.6.1** 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.

### **3.7 Response Costs**

Canada will not reimburse any Respondent for costs incurred to prepare or submit a response. These costs, as well as any costs incurred by Respondents in relation to the evaluation of the response, are the sole responsibility of Respondents. Any expenses that the Respondent incur in relation to any resulting contract or other instrument prior to the award of that instrument are entirely at the risk of the Respondent.



## 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**

b) **Section II: Certifications**

**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 Signature of Response:** Canada requires that each response be signed by the Respondent or by an authorized representative of the Respondent. If the response is not signed at the time it is submitted, the Respondent must sign the response if requested by the Contracting Authority.

**4.1.6 Response Validity Period:** there is no validity period and Canada will assume that all respondents wish to qualify unless they withdraw in writing.

**4.1.7 Language of Response:** Response documents and supporting information may be submitted in either English or French.

**4.1.8 Responses Must Be Complete:** Unless otherwise specified in the solicitation, Canada will evaluate only the documentation provided with the response. Canada will not consider information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the response.

### 4.2 Submission of Only One Response:

**4.2.1** A Respondent can be an individual, a sole proprietorship, a corporation, a partnership or a joint venture.

**4.2.2** Each Respondent (including related entities) will be permitted to qualify only once. If a Respondent or any related entities participate in more than one Response, (participating means being part of the Respondent, not being a subcontractor), Canada will provide those Respondents with 2 working days to identify the single Response to be considered by Canada. Failure to meet this deadline may result in all the affected responses being disqualified or in Canada choosing, in its discretion, which of the responses 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 an individual, corporation, partnership, etc.) an entity will be considered to be "related" to a Respondent if:

a) they are the same legal entity as the Respondent (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

b) the entity and the Respondent are "related persons" or "affiliated persons" according to the Canada *Income Tax Act*;



- c) the entity and the Respondent 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 entity and the Respondent 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.

**4.2.4** Any individual, sole proprietorship, corporation, or partnership that is a Respondent as part of a joint venture cannot submit another response on its own or as part of another joint venture.

**4.2.5** By submitting a response, the Respondent is certifying that it does not consider itself to be related to any other Respondent.

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

**4.3.1** A complete response to this ITQ 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 Mandatory Experience Requirements – Annex B (mandatory at ITQ closing)

b) **Section II: Certifications**

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

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

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

### **4.5 Mandatory Experience Requirements – Annex B (Mandatory at ITQ closing)**

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

**4.5.2** The Respondents' experience will be evaluated on a simple pass/fail (i.e., compliant / non-compliant) basis. Respondents that fail to meet any of the mandatory experience requirements in 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
    - ii) All or substantially all the assets of the corporate predecessor were acquired by the Respondent, the majority of the corporate predecessor employees became employees of the Respondent, and both the corporate predecessor and the Respondent carry on essentially the same business; or
    - iii) All or substantially all of a specific business unit that was responsible within the corporate predecessor for the work connected with the experience requirement has been transferred to the Respondent, along with all or substantially all the employees of that business unit, and the Respondent continues to carry on essentially the same business as that business unit.
- 4.5.7** The customer organization for each project reference must not be related to the Respondent (i.e., the customer organization 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. Respondents should note that certain certifications that are not required at the ITQ stage may be required at the later stage of the procurement process.
- 4.7 Electronic Submission of Response**
- 4.7.1 Email Submission of Response:** Subject to Subsection (4.7.10), Respondents must submit their responses by email in accordance with this Section by the date and time of closing to the email address identified on the cover page of this document as the "Email Address for Response Submission".
- 4.7.2 Format of Email Attachments:** The approved formats for email attachments are any combination of:
- a) PDF attachments; and
  - b) documents that can be opened with either Microsoft Word or Microsoft Excel.
- Respondents that submit attachments in other formats do so at their own risk.
- 4.7.3 Email Size:** Respondents should ensure that they submit their response in multiple emails if any single email, including attachments, will exceed 15 MB. Except as expressly provided below, only emails that are received at the Email Address for Response Submission by the closing date and time will be considered part of the response.
- 4.7.4 Email Title:** Respondents are requested to include the ITQ No. identified on the cover page of this document in the "subject" line of each email forming part of the response.
- 4.7.5 Time of Receipt:** All emails received at the Email Address for Response Submission showing a "received" time before the response closing date and time will be considered timely. In the case of



a dispute regarding the time at which an email arrived at SSC, the time at which the response is received by SSC will be determined:

- a) by the delivery time stamp received by the Respondent if the Respondent has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
- b) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the Respondent has not turned on Delivery Status Notification for the sent email.

**4.7.6 Availability of Contracting Authority:** During the two hours leading up to the closing date and time, an SSC representative will monitor the Email Address for Response Submission and will be available by telephone at the Contracting Authority's telephone number shown on the cover page of this document (although the SSC representative may not be the Contracting Authority). If the Respondent is experiencing difficulties transmitting the email to the Email Address for Response Submission, the Respondent should contact SSC immediately at the Contracting Authority's coordinates provided on the cover page of this document.

**4.7.7 Email Acknowledgement of Receipt by SSC:** On the closing date, an SSC representative will send an email acknowledging receipt of each response (and each email forming part of that response, if multiple emails are received) that was received by the closing date and time at SSC's Email Address for Response Submission.

**4.7.8 Delayed Email Bids:** SSC will accept an email response received in the first 24 hours after the closing date and time only if the Respondent can demonstrate that any delay in delivering the email to the SSC Email Address for Response Submission is due to Canada's systems. Responses received by email more than 24 hours after the closing date and time will not be accepted under any circumstances. As a result, Respondents who have tried to submit a response, but have not received an email acknowledging receipt from SSC shortly thereafter should contact the Contracting Authority so that they can determine whether or not the response arrived at the SSC Email Address for Response Submission on time.

**4.7.9 Responsibility for Technical Problems:** Canada will not be responsible for:

- a) any technical problems experienced by the Respondent in submitting its response, including emails that fail to arrive because they exceed the maximum email size of 15 MB or that are rejected or quarantined because they contain malware or other code that is screened out by SSC's security services; or
- b) any technical problems that prevent SSC from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Respondents will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

**4.7.10 Hand-Delivered Responses:** All Respondents must attempt to submit their responses electronically. However, SSC will accept a hand-delivered response (as a back-up in addition to the email response), in which case the following applies:

- a) The hand-delivered response can be:
  - a) a soft copy on CD-ROM, or DVD;
  - b) a hard copy (i.e., printed on paper); or
  - c) a combination of soft and hard copies,
- b) The hand-delivered response must be delivered by a representative of the Respondent in person or by a courier. SSC will not accept any responses delivered by regular mail.
- c) The hand-delivered response must be received by an SSC representative before the closing date and time at the address shown on the cover page of this document (or an alternate location arranged with the Contracting Authority in writing).





- d) SSC will only accept a hand-delivered copy of the response if the Respondent has coordinated delivery of that response with the Contracting Authority. As indicated above, an SSC representative will be available at the Contracting Authority's telephone number during the two hours before the closing date and time, including for the purpose of coordinating the receipt of hand-delivered responses (the Contracting Authority may also agree, at SSC's discretion, to be available at another time before the closing date and time to receive the response).
- e) The only circumstances in which SSC will accept a hand-delivered response after the closing date and time is if the Respondent can show that the SSC representative was unavailable to receive the hand-delivered response at the coordinated time, or that no SSC representative was available at the Contracting Authority's telephone number (and no SSC representative responded to voicemail messages left at that telephone number) during the two hours leading up to the closing date and time.
- f) SSC will consult the hand-delivered response only if there are problems with all or a portion of the response submitted by email by the closing date and time or if no email response is received by the closing date and time. If SSC consults the hand-delivered response, it will prevail over the electronically submitted response.





## **PART 5 SECURITY, FINANCIAL AND OTHER REQUIREMENT**

### **5.1 Security Clearance Requirement**

- 5.1.1** Security clearance is an important corporate requirement. The successful bidder for any subsequent phase of the procurement process must meet the security requirements set out in the Annex D - SRCL before the Bid Solicitation Phase (RFP) closing date.
- 5.1.2 Timing:** Respondents should take steps to obtain the required security clearances promptly. Any delay in obtaining the required security clearances may result in the disqualification of the Respondent from the procurement process.
- 5.1.3 PSPC Conducts Clearance Process:** SSC has an arrangement with the Department of Public Services and Procurement Canada to process security clearances, and does not control the process itself. It can be a lengthy process and Respondents should initiate it as soon as possible. For additional information on security requirements, Respondents should refer to the Industrial Security Program website at <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>.
- 5.1.4 Joint Venture Respondent:** Unless otherwise specified in the solicitation, in the case of a joint venture Respondent, each member of the joint venture must meet the security requirements.
- 5.1.5** 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.



## **PART 6 EVALUATION PROCEDURES AND BASIS OF QUALIFICATION**

### **6.1 Conduct of the Evaluation**

#### **6.1.1 Assessment of responses:**

- a) Responses will be assessed in accordance with all the requirements described in the solicitation, including the evaluation criteria.
- b) If the solicitation describes several steps in the evaluation process, Canada may conduct steps of the evaluation in parallel. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Respondent has successfully passed all the previous steps.
- c) Each response will be reviewed to determine whether it meets the mandatory requirements of the solicitation. Any element of the solicitation 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-compliant and be disqualified. Once a response has been declared non-compliant, Canada will have no obligation to evaluate the response further.

**6.1.2 Evaluation Team:** 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.

**6.1.3 Discretionary Rights during Evaluation:** In conducting its evaluation of the responses, Canada may, but will have no obligation to, do the following:

- a) request additional information substantiating the compliance of the response with any mandatory requirement, if that substantiation was not required to be included in the response submitted on the closing date.
- b) seek clarification or verification from Respondents regarding any or all information provided by them with respect to the solicitation;
- c) contact any or all references supplied by Respondents to verify and validate any information submitted by either respondents or their references;
- d) request specific information with respect to any Respondent’s legal status.

**6.1.4 Time to respond:** Respondents will have the number of days specified in the request by the Contracting Authority to comply with any request for clarification, verification or additional information. Unless the solicitation specifies another time for responding, the following time periods apply:

- a) **Requests for Clarifications:** If Canada seeks clarification or verification or additional information from the Respondent about its response, the Respondent will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Depending on the nature of the request, failure to meet this deadline may result in the response being declared non-compliant.

**6.1.5 Extension of Time to Respond:** If additional time is requested by a Respondent, the Contracting Authority may grant an extension in his or her sole discretion.

### **6.2 Requirements related to Previous Corporate Experience of the Respondent**

If the solicitation requires that the response demonstrate previous experience of the Respondent, the following applies unless otherwise specified in the solicitation. The previous experience will be considered to demonstrate the required experience in the following circumstances:



- a) the experience must have been obtained by (i.e., the relevant work must have been completed by) the Respondent itself. Work performed by any proposed subcontractor or any affiliate of the Respondent or any corporate predecessor will not be evaluated, unless (with respect to a corporate predecessor) the Respondent can demonstrate that:
  - i) the corporate predecessor amalgamated with one or more other corporations to form the Respondent or another corporate predecessor that meets the requirements set out in this Subsection (6.2.1); or
  - ii) the Respondent acquired all or substantially all of the assets and personnel of the corporate predecessor that were involved in completing the work related to the experience.

Canada may request additional information about corporate predecessor during evaluation.

- b) The work was completed by the closing date;
- c) the response includes, as a minimum, the name of an individual from the customer reference who will act as a reference;

**6.2.2** If more examples of previous experience (e.g., multiple projects) are provided in the response than were requested by the solicitation, Canada will ask the Respondent which one(s) to evaluate. If the Respondent does not respond within the time allocated by the Contracting Authority, Canada will decide in its discretion which one(s) will be evaluated.

### **6.3 Evaluation of ITQ Submission Form (Annex A)**

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

### **6.4 Evaluation of Compliance with Mandatory Experience Requirements (Annex B)**

**6.4.1** For the SIP Trunking Service, the mandatory experience requirements at Annex B will be evaluated on a simple pass/fail basis.

**6.4.2** The Respondents will not be permitted to submit an alternate customer organization or project as a reference for the SIP Trunking Service after the closing date of this ITQ unless SSC runs a second qualification round for the SIP Trunking Service.

#### **6.4.3 Evaluation Procedures for Customer Reference Checks**

- a) 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.
- b) 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.



- c) 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.
  - d) If the information that Canada seeks to confirm with a reference is mandatory, then Canada will declare the response non-compliant if the response from the contact person at the reference is not received within 5 working days of the date that Canada's email was sent (or within 5 working days of leaving a voicemail message for a telephone reference).
  - e) Wherever information provided by a reference differs from the information supplied by the respondent, the information supplied by the reference will be the information evaluated.
  - f) Respondent will not meet any mandatory experience requirement (as applicable) if:
    - i. Both customer reference state they are unable or unwilling to provide the information requested; or
    - ii. Both customer references are not customers of the respondent itself (for example, the customer cannot be the customer of an affiliate of the respondent or a subcontractor to the respondent instead of being a customer of the respondent itself), unless the solicitation provides otherwise.
- Nor mandatory requirement be met if the customer is itself an affiliate or other entity that does not deal at arm's length with the respondent.

## **6.5 Evaluation of Joint Venture Experience**

**6.5.1** If 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 M. 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 M), the Respondent has previously done this work. This Respondent can use this experience to meet the requirement (even if neither L nor M has met this experience requirement on its own). 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 responding.

**6.5.2** A joint venture Respondent may rely on the experience of one of its members to meet any given technical criterion of this solicitation. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself.

Example A: A Respondent is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Respondent have 3 years of experience providing maintenance service, and (b) that the Respondent have 2 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 3 years of experience providing maintenance services, the Respondents cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-compliant.

Example B: A Respondent is a joint venture consisting of members A and B. If a solicitation requires that the Respondent demonstrate experience providing resources for a minimum number of 100 billable days, the Respondent may demonstrate that experience by submitting one of the following:

- (a) Contracts all signed by A;



- (b) Contracts all signed by B; or
- (c) Contracts all signed by A and B in joint venture;
- (d) Contracts signed by A and contracts signed by A and B in joint venture; or
- (e) Contracts signed by B and contracts signed by A and B in joint venture,  
that collectively show a minimum of 100 billable days of providing resources.

**6.5.3** 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 any given 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-compliant.

**6.5.4** Any Respondent with questions regarding the way in which a joint venture bid will be evaluated should submit their questions as early as possible during the solicitation period.

## **6.6 Basis for Qualification**

**6.6.1** 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 SIP Trunking Service ITQ has been declared responsive will be a Qualified Respondent. However, Canada reserves the right to re-evaluate any aspect of the qualification of any Qualified Respondent at any time during the solicitation process.

**6.6.2** Unsuccessful Respondents will not be given another opportunity to participate or be re-evaluated for any subsequent phases of the procurement process, unless SSC determines in its sole discretion to conduct a second qualification round.

## **6.7 ITQ Phase Second Qualification Round**

**6.7.1** SSC reserves the right, in its sole discretion, to run a second qualification round among the unsuccessful Respondents if, in Canada's opinion, the first qualification round results in an insufficient number of Qualified Respondents.

**6.7.2** If SSC determines that unsuccessful Respondents will be given a second opportunity to qualify, SSC will provide written debriefs to all unsuccessful Respondents on the same day.

**6.7.3** Any Respondent who does not qualify as a result of any second qualification round conducted by SSC will not be given another opportunity to participate or be re-evaluated for any subsequent phases of this procurement process.



## PART 7 CERTIFICATIONS

Compliance with the certifications Respondents provided 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 Annex C 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 *Code of Conduct for Procurement*, which can be found here: <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>. In addition to the *Code of Conduct for Procurement*, 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 Lobbying Act.
- 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 Financial Administration Act, 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 Criminal Code 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 Criminal Code 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 Competition Act, 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 Corruption of Foreign Public Officials Act, or
  - h) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.
- 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

**7.2.1** Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Respondents must provide the information required below.

**7.2.2** For the purposes of this clause,

a) **“former public servant”** means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:

1. an individual;
2. an individual who has incorporated;
3. a partnership made of former public servants; or
4. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

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

**7.2.4** If the Respondent is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Respondent must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks; and





g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

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

### **7.3 Federal Contractors Program – Certification**

**7.3.1** 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 "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website

**7.3.2** 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.

**7.3.3** Canada will also have the right to terminate the 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 Contract.

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

<b>ITQ SUBMISSION FORM</b>	
<b>Respondent full legal name</b>	
<b>Authorized Representative of Respondent for evaluation purposes (e.g. clarifications)</b>	Name:
	Title:
	Address:
	Telephone #:
	Email:
<b>Procurement Business Number:</b>	
<b>Canada's Official Language in which the Respondent will communicate with Canada during any subsequent process - indicate either English or French</b>	
<b>Former Public Servants</b>  See Part 7 of the ITQ entitled Former Public Servant Certification for a definition of "Former Public Servant".  This requirement applies to the Respondent. In the case of a joint venture Respondent, the requirement applies to each member of the joint venture.	Is the Respondent in receipt of a pension as defined in this solicitation? Yes ____ No ____  If yes, please provide the information required by the Article in section 7.2 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 signing below, I confirm that I have read and understood the entire ITQ including the documents incorporated by reference into the ITQ and the entire Response, and I certify that: 1. The Respondent meets all the mandatory requirements described in the ITQ; and 2. All the information provided in the ITQ Response is complete, true and accurate.	
<b>Signature of the authorized representative of the Respondent</b>	Name
	Address
	Email
	Signature
	Phone



**Annex B: Mandatory Experience Requirements - ITQ Reference Project Forms**

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

<b>Service</b>	<b>ITQ Definition</b>
SIP Trunking Service	The Respondent's SIP Trunking Service is a managed service implemented by the Respondent and hosted in the Respondent's data centres that provides an IP-based interface to Clients' IP network. The SIP Trunking Service allows point-to-point and multi-point voice and video real-time and streaming sessions in compliance with the SIP protocol per RFC 3261 and E.164 International Numbering Plan. The SIP Trunking Service provides Inbound (i.e. Toll Free and inbound direct inward dialling) and Outbound (i.e. outbound local calling and outbound long distance calling) connections to the Respondent's class 4 and/or class 5 Central Office that extends calls via the Public Switched Telephone Network. The SIP Trunking Service is not connected to the World Wide Web (i.e. public Internet), either directly or indirectly.
Customer Site	A unique civic address location where the service is provided to a customer other than the Respondent.
99.9% service availability per month	A maximum of 45 minutes per month during which a service was not available to a customer, excluding approved maintenance windows.



<b>Annex B.1: ITQ Reference Project Form</b>	
<b>Respondent</b>	
<b>Legal name</b>	
<b>Address</b>	
<b>Mandatory Experience Requirement #1</b>	
<p>The Respondent must have provided a SIP Trunking Service to a customer 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 SIP Trunking Service, as implemented, met or exceeded all of the following:</p> <ul style="list-style-type: none"> <li>a. a minimum capacity of 15,000,000 calls per month;</li> <li>b. a minimum capacity of 75,000 calls per hour;</li> <li>c. a minimum average call duration of 5 minutes per call;</li> <li>d. Customer Sites in 2 different provinces; and</li> <li>e. a minimum of 99.999% for monthly service availability.</li> </ul>	
<b>Reference Project for Mandatory Experience Requirement #1</b>	
<b>Entity under contract to customer organization to perform the reference project</b>	
<b>Project name</b>	
<b>Project duration (including start date, completion of implementation and end date, if applicable)</b>	
<b>General project description (e.g. work performed, experienced gained)</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing a SIP Trunking Service for a customer with a minimum of 15,000,000 calls per month.</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing SIP Trunking Service for a customer with a minimum of 75,000 calls per hour.</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing SIP Trunking Service for a customer with a minimum of 5 minutes per call.</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing SIP Trunking Service at Customer Sites located in 2 different provinces</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing a SIP Trunking Service for a customer with a minimum of 99.999% for monthly service availability, which excludes any LAN or WAN failure at a Customer Site (Respondents should note that being under contract to deliver a minimum of 99.999% service availability does not actually demonstrate the service availability actually provided)</b>	
<b>Name of customer organization</b>	
<b>Customer organization primary reference name</b>	
<b>Customer organization primary reference telephone</b>	
<b>Customer organization primary reference email</b>	
<b>Customer organization backup reference name</b>	
<b>Customer organization backup reference telephone</b>	
<b>Customer organization backup reference email</b>	



<b>Annex B.2: ITQ Reference Project Form</b>	
<b>Respondent</b>	
<b>Legal name</b>	
<b>Address</b>	
<b>Mandatory Experience Requirement #2</b>	
<p>The Respondent must have provided to a customer a centralized service desk and network operations center located in Canada to manage a SIP Trunking Service 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"> <li>a. provided 7 day x 24 hour x 365 day service monitoring;</li> <li>b. provided 7 day x 24 hour x 365 day change and incident tracking;</li> <li>c. provided bilingual (English and French) phone support; and</li> <li>d. provided 7 day x 24 hour x 365 day incident escalations.</li> </ul>	
<b>Reference Project for Mandatory Experience Requirement #2</b>	
<b>Entity under contract to customer organization to perform the reference project</b>	
<b>Project name</b>	
<b>Project duration (including start date, completion of implementation and end date, if applicable)</b>	
<b>General project description (e.g. work performed, experienced gained)</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing 7 day x 24 hour x 365 day service monitoring</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing 7 day x 24 hour x 365 day change and incident tracking</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing bilingual (English and French) phone support</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing 7 day x 24 hour x 365 day incident escalations</b>	
<b>Name of customer organization</b>	
<b>Customer organization primary reference name</b>	
<b>Customer organization primary reference telephone</b>	
<b>Customer organization primary reference email</b>	
<b>Customer organization backup reference name</b>	
<b>Customer organization backup reference telephone</b>	
<b>Customer organization backup reference email</b>	



<b>Annex B.3: ITQ Reference Project Form</b>	
<b>Respondent</b>	
<b>Legal name</b>	
<b>Address</b>	
<b>Mandatory Experience Requirement #3</b>	
<p>The Respondent must have provided to a customer, customer-accessible service portals located in Canada for an SIP Trunking Service 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 portal(s) met or exceeded all of the following:</p> <ul style="list-style-type: none"> <li>a. provided 7 day x 24 hour x 365 day on-line access using a web browser;</li> <li>b. provided bilingual (English and French) online help and online menus;</li> <li>c. provided access to incident tickets and change requests;</li> <li>d. provided access to service reports and service level metrics;</li> <li>e. provided access to service orders; and</li> <li>f. provided access to service documentation including operations guides and procedures.</li> </ul>	
<b>Reference Project for Mandatory Experience Requirement #3</b>	
<b>Entity under contract with customer organization to perform the reference project</b>	
<b>Project name</b>	
<b>Project duration (including start date, completion of implementation and end date, if applicable)</b>	
<b>General project description (e.g. work performed, experienced gained)</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing 7 day x 24 hour x 365 day on-line access using a web browser</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing bilingual (English and French) online help and online menus</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing access to incident tickets and change requests</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing access to service reports and service level metrics</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing access to service orders</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing access to service documentation including operations guides and procedures</b>	
<b>Name of customer organization</b>	
<b>Customer organization primary reference name</b>	
<b>Customer organization primary reference telephone</b>	
<b>Customer organization primary reference email</b>	
<b>Customer organization backup reference name</b>	
<b>Customer organization backup reference telephone</b>	
<b>Customer organization backup reference email</b>	



### 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 response and/or bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the response evaluation period, 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 response and/or 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 ITQ closing date.)

#### Complete both A and B.

A. Check only one of the following:

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

**OR**

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

B. Check only one of the following:

- B1. The Respondent is not a Joint Venture.

**OR**

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



## **Annex D: Security Requirements Checklist (SRCL)**

Provided as a separate document.