



ADDRESS RESPONSES TO:

**ADRESSER LES
RÉPONSES À:**

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**INVITATION TO QUALIFY
INVITATION À SE QUALIFIER**

Comments - Commentaires

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

Title – Sujet ITQ – Government PSTN Access Services (GPAS)	
Solicitation No. – N° de l'invitation : BPM009024/B	Date: June 8, 2020
Client Reference No. – N° référence du client : P2P 50777	
GETS Reference No. – N° de référence de SEAG PW-20-00916837	
File No. – N° de dossier : P2P 50777	CCC No. / N° CCC - FMS No. / N° VME NA

Solicitation Closes – L'invitation prend fin : at – à 02 :00 PM – 14 :00 hrs on – le June 22, 2020	Time Zone / Fuseau horaire Eastern Standard Time (EST) / L'heure normale de l'Est (HNE)
D.D.P. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: James Graves	Buyer Id – Id de l'acheteur CDI
Telephone No. – N° de téléphone : 873-355-4946	Email – Courriel james.graves2@canada.ca
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See herein. Voir aux présentes.	

Delivery required - Livraison exigée N/A	Delivery Offered – Livraison propose N/A
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**INVITATION TO QUALIFY (ITQ)
GOVERNMENT PSTN ACCESS SERVICES (GPAS)
FOR
SHARED SERVICES CANADA**

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**INVITATION TO QUALIFY (ITQ)
GOVERNMENT PSTN ACCESS SERVICES (GPAS)
FOR
SHARED SERVICES CANADA**

This Invitation to Qualify (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 Comprehensive Land Claim Agreements CLCA:

This requirement is for delivery across all of Canada. A portion of this requirement may be delivered in areas subject to a Comprehensive Land Claims Agreement (CLCA).

1.1.3 Phase 1 of Procurement Process:

This Invitation to Qualify (ITQ) is the first phase of a procurement process by Shared Services Canada (SSC) for the Government PSTN Access Services (the "**Project**"). Respondents are invited to pre-qualify in accordance with the terms and conditions of this ITQ in order to become "**Qualified Respondents**" for any later phases of the procurement process. Only Qualified Respondents will be permitted to bid on any subsequent solicitation issued as part of the procurement process.

1.1.4 Further Evaluation of Qualified Respondents:

Even though certain Respondents 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.

1.1.5 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, Respondents who submit a response can choose not to bid on any subsequent solicitation.

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 GPAS to SSC clients. This process will not preclude SSC from using another method of supply for any of its clients with the same or similar needs.

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

1.2.1 The GPAS will allow SSC to provide PSTN Access Services to SSC clients.

1.2.2 Canada intends to establish a National Master Standing Offer for PSTN Access Services as follows:

- a) Tier 1 Suppliers to provide all PSTN Access Services at all Service Areas;



- b) Tier 2 Suppliers to provide one or more PSTN Access Services at one or more Service Areas;
- c) Supplier can qualify as **either a Tier 1 Supplier or a Tier 2 Supplier, NOT BOTH.**
- d) standard call-up process for a single PSTN Access Service at a single Service Location issued to both Tier 1 and Tier 2 Suppliers;
- e) complex call-up process for multiple PSTN Access Services and/or multiple Service Areas issued to Tier 1 Suppliers;
- f) process to add Service Locations;
- g) process to include new Suppliers at the discretion of Canada; and
- h) process to remove a supplier (period of time, permanent) for non-performance.

1.2.3 Canada intends to also establish a Supply Arrangement with all Qualified Suppliers to accommodate custom PSTN Access Service solutions for clients.

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

1.3.1 Conflict of Interest or Unfair Advantage:

- a) In order to protect the integrity of the procurement process, Respondents are advised that Canada may reject a response in the following circumstances:
 - i) 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; or
 - ii) 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 ITQ that was not available to other Respondents and that would, in Canada's opinion, give or appear to give the Respondent an unfair advantage.
- b) 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.
- c) 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:
 - i) Protak Consulting Group Inc.
 - ii) TEKsystems Inc.

1.3.2 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.

1.3.3 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 Canada makes a final decision. The Contracting Authority will provide the Respondent with a minimum of 5 Federal Government Working Days (FGWDs) 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.
- 1.4.3 The following definitions apply to the ITQ:

Service	ITQ Definition
PSTN Access Service	A managed service implemented by the Respondent in Canada and hosted in Central Offices of the Respondent that provides access to the Public Switched Telephone Network (PSTN).
Public Switched Telephone Network (PSTN)	Worldwide telephone network.
SIP Trunking Service	A PSTN Access Service that provides an IP-based interface for voice and video communications in compliance with the SIP protocol per RFC 3261, ITU-T standards and E.164 International Numbering Plan.
Integrated Services Digital Network (ISDN) Service	A PSTN Access Service hosted that allows voice and video communications over Primary Rate Interface (PRI) Trunks in compliance with ITU-T standards and E.164 International Numbering Plan.
Analogue Service	A PSTN Access Service that allows for voice and data transmission over Analogue Trunks in compliance with ITU-T standards and E.164 International Numbering Plan.
Primary Rate Interface (PRI) Trunk	A telecommunication interface that carries multiple voice and data transmissions using 64 KBPS channels. A single PRI can carry up to 24 calls/sessions when defined as 24 bearer channels (24 B) and up to 23 calls/sessions as 23 bearer and 1 signaling channel (23 B+ D)
Analogue Trunk	A telecommunication interface that carries voice and data transmissions over modems (e.g. V34, V90, V92, etc.), where a single Analogue Trunk carries a single transmission.
Customer Site	A unique civic address location where the service is provided to a customer other than the Respondent.
Managed Service	A service that is designed, engineered, implemented, operated, administered, managed and maintained by a Supplier for a customer using hardware and software owned/licensed by the supplier (Respondent).
Prime Contractor	A supplier (Respondent) with a direct contract with the customer using the PSTN Access Service (i.e. not a subcontractor to the Prime Contractor and nor a reseller of PSTN Services provided by another telephony company).
Tier 1 Supplier	A supplier (Respondent) that can provide a PSTN Access Service at all sites in Canada.
Tier 2 Supplier	A supplier (Respondent) that can provide a minimum of 1 PSTN Access Service at one or more locations (e.g. region, province, city, etc.) in Canada.
Central Office	Respondent facilities that host PSTN Access Services.



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) 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:
 - i) the name of each member of the joint venture;
 - ii) the Procurement Business Number of each member of the joint venture;
 - iii) 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
 - iv) the name of the joint venture, if applicable.
- b) 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 information line 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:

- a) 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:
 - i) an organization chart for the Respondent showing all related corporations and partnerships;



- ii) a list of all the Respondent's shareholders and/or partners, as applicable; if the Respondent is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner(s); and
 - iii) a list of all the Respondent's directors and officers, together with each individual's home address, date of birth, birthplace and citizenship(s); if the Respondent is a subsidiary, this information must be provided for each parent corporation or partnership, up to the ultimate owner(s).
- b) 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:
 - i) they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - ii) the entities have now or in the two years before the closing date had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - iii) the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.



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 PSTN Access Services.
- 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 PSTN Access Services.
- 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** Qualified Respondents may withdraw from the process at any time by providing a written notification to the Contracting Authority.

2.2 Review and Refine Requirements Phase (RRR)

- 2.2.1** 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.
- 2.2.2** Canada will provide Qualified Respondents with draft Request for Standing Offer (RFSO) documents and interact with Qualified Respondents to seek feedback on and clarify Canada's requirements to refine the RFSO documents further. These interactions could include:
 - a) one-on-one sessions;
 - b) presentation sessions; and
 - c) written questions and answers.
- 2.2.3** Canada will consider the feedback provided by Respondents when finalizing the RFSO/RFSO documents for use in the Bid Solicitation Phase.

2.3 Bid Solicitation Phase

During the Bid Solicitation Phase, Canada intends to issue a formal Request for Standing Offer (RFSO) and potentially a Request for Supply Arrangement (RFSO) to the Qualified Respondents identified in the ITQ Phase.

2.4 Contract Award Phase

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.

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 P2P

3.2.1 SSC uses the “P2P” (Procure to Pay) tool. Respondents must register in the SSC P2P portal in order to:

- a) view and access the ITQ from SSC;
- b) submit a response to the ITQ;
- c) receive updates; and
- d) receive amendments to the ITQ.

3.2.2 To register, please go to <https://sscp2pspc.ssc-spc.gc.ca> and click “Register Now”. Respondents intending to submit a response are also encouraged to send an e-mail notification to the Contracting Authority indicating their intention to submit a response.

3.3 Submission of Responses

Responses must be submitted to Shared Services Canada by the date, time and address indicated on page 1 of the ITQ.

3.4 Enquiries and Comments during the ITQ Period

3.4.1 Single Point of Contact:

To ensure the integrity of the competitive procurement process, questions and other communications regarding the ITQ must be directed only to the Contracting Authority identified in the ITQ. Failure to comply with this requirement may result in the response being declared non-compliant.

3.4.2 Deadline for Asking Questions:

Unless otherwise indicated in the ITQ, all questions and comments regarding the ITQ must be submitted by email to the Contracting Authority no later than **5 calendar days** before the closing date of the ITQ. Questions received after that time may not be answered.

3.4.3 Content of Questions:

Respondents should reference as accurately as possible the numbered item of the ITQ 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.



3.4.4 Electronic Submission of Questions and Answers through P2P:

Respondents who wish to be certain of receiving a reply to a question must submit all questions through P2P to the Contracting Authority, **no later than 5 days prior to the ITQ closing date.** Enquiries received after that time may not be answered.

3.5 Solicitation Documents

SSC is not responsible for and will not assume any liabilities whatsoever for the information found on websites of third parties. SSC will not be sending notifications to Respondents for updates and amendments to the ITQ. Instead, SSC will post all updates, amendments, questions received and the answers on P2P. Respondents are solely responsible for consulting P2P regularly for the most up-to-date information for the ITQ. SSC will not be liable for any oversight by the Respondent, nor for notification services offered by a third party.

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

3.6 Applicable Laws

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

3.7 Language

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.

3.8 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 General Instructions

- 4.1.1 SSC's Standard Instructions include instructions with respect to responses, which apply in addition to those described in this document. If there is a conflict between the provisions of SSC's Standard Instructions and this document, this document prevails.
- 4.1.2 Respondents intending to submit a response are encouraged to send an e-mail notification to the Contracting Authority indicating their intention to submit a response.
- 4.1.3 Once the closing date and time or the ITQ has passed, Respondents will not be able to submit a response.
- 4.1.4 Respondents may submit response documents that can be opened with either Microsoft Word or Microsoft Excel.
- 4.1.5 Respondents that submit response documents in other formats do so at their own risk, as Canada may be unable to read them.
- 4.1.6 A response withdrawn after the ITQ closing date and time cannot be resubmitted.
- 4.1.7 Pricing is not a requirement of this ITQ and should not be included in the response.
- 4.1.8 Canada requests that no brochures and promotional materials be included with the response.

4.2 Electronic Submission of Responses through P2P

- 4.2.1 All responses must be submitted via the SSC P2P portal to the SSC Contracting Authority by the closing date and time indicated in the SSC P2P portal with respect to the ITQ. Only responses submitted through the SSC P2P portal will be considered.
- 4.2.2 After the ITQ closing date, the P2P system will not permit a Respondent to submit a response.
- 4.2.3 If the P2P portal is unavailable for any reason during any part of the 4 hours immediately before the ITQ closing date and time, Respondents are requested to **contact the Contracting Authority immediately, both by email and by telephone**. If the Contracting Authority confirms that the P2P portal is unavailable for any reason during any part of the 4 hours immediately before the solicitation closing date and time, the Contracting Authority will extend the ITQ closing date and time by 24 hours. The Contracting Authority will send notice of any such extension to those Respondents who have sent an email notification to the Contracting Authority indicating their intention to submit a response. The Contracting Authority is not required to extend the ITQ closing date or time if the reason a Respondent is unable to access the P2P portal is related to that Respondent or its systems, rather than an SSC system problem.
- 4.2.4 P2P accommodates individual documents of up to 30MB each. Respondents should ensure that they submit their response in multiple documents, each of which does not exceed 30MB. Respondents may submit as many documents as necessary.
- 4.2.5 Responses can be modified, withdrawn or resubmitted through P2P before the solicitation closing date and time.
- 4.2.6 **Availability of Contracting Authority:**

During the 4 hours leading up to the ITQ closing date, an SSC representative will monitor the email address at **SSC.telecomconsultation-consultationtelecom.SPC@canada.ca** 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, the Respondent should contact SSC immediately at the Contracting Authority's coordinates provided on the cover page of this document.



4.2.7 Responsibility for Technical Problems:

- a) By submitting a response, the Respondent is confirming it agrees that Canada is not responsible for:
 - i) any technical problems experienced by the Respondent in submitting its response, including attachments rejected or quarantined because they contain malware or other code that is screened out by SSC for security reasons; or
 - ii) any technical problems that prevent SSC from opening the attachments. For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated without that portion of the response. Respondents will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

4.3 Hand-Delivered Responses

4.3.1 In addition and as a back-up to the responses submitted using P2P, Respondents may submit a hand-delivered response in the following formats:

- 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,

4.3.2 The hand-delivered response must be delivered by a representative of the Respondent in person or by a courier. SSC will not accept any response delivered by regular mail.

4.3.3 The hand-delivered response must be received by an SSC representative before the ITQ closing date at the address shown on the cover page of this document (or an alternate location arranged with the Contracting Authority in writing).

4.3.4 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 4 hours before the ITQ closing date, 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 ITQ closing date to receive the response).

4.3.5 The only circumstances in which SSC will accept a hand-delivered response after the ITQ closing date is if the Respondent can demonstrate 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 4 hours leading up to ITQ closing date.

4.3.6 SSC will consult the hand-delivered response only if there are problems (e.g., missing files, corrupt file, file not readable by SSC, etc.) with all or a portion of the response submitted via the SSC P2P portal by the ITQ closing date or if no electronic response is received by ITQ closing date. If SSC consults the hand-delivered response, it will prevail over the electronically submitted response.

4.4 Format for Response

4.4.1 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 (for hand delivered responses);
- 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.

4.5 Content of the Response

4.5.1 The technical response should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the response will be evaluated. To facilitate the evaluation of the response, Canada requests that Respondents address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Respondents may refer to different sections of their response by identifying the specific paragraph and page number where the subject topic has already been addressed.

4.5.2 The response may refer to additional documentation submitted with the response. Valid forms of technical documentation reference material include, but are not limited to:

- a) screen captures, clearly legible, with text explanations.
- b) technical or end-user documentation: If this documentation is stored within a website, extract the supporting information and insert it in the response or attach the documentation as an annex. Clearly indicate what portions of the text (pages and paragraphs) provide the demonstration required.

4.5.3 Respondents should be aware that any reference to a URL that requires Canada to download information from an Internet site to validate or supplement any part of the response will not be accepted and the information will not be considered in evaluating the response.

4.5.4 ITQ Submission Form (requested at ITQ closing, Mandatory upon request):

Respondents are requested to include a completed ITQ Submission Form (Annex A) with their response. It 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 required by the ITQ Submission Form is incomplete or requires correction, Canada will provide the Respondent with an opportunity to do so.

4.5.5 ITQ Project Reference Forms for Mandatory Experience Requirements (mandatory at ITQ closing):

- a) Respondents must provide in sufficient detail with their response, their previous corporate experience in delivering PSTN Access Services by submitting fully completed ITQ Project Reference Forms for the Mandatory Experience Requirements in accordance with subsection Basis for Qualification.
- b) The project descriptions provided in the ITQ Project Reference Forms **must clearly demonstrate** that the Respondents meet all mandatory experience requirements. Simply repeating the requirement or just indicating compliance does not, in itself, demonstrate that a Respondent has the experience required. **Sufficient details are required.**
- c) 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.
- d) The project references required for the mandatory experience requirements do not have to be the same for each requirement. As an example, the customer for the Mandatory Experience Requirement #2 of Annex B could be ABC Co., while the customer for the Mandatory Experience Requirement #3 of Annex B could be XYZ Ltd.
- e) Where multiple project references are required for a mandatory experience requirement (e.g. Mandatory Experience Requirement #1 of Annex B), **the project references must be with different customers.** Specifically for the Government of Canada, a customer is considered to be a single department and/or agency. **For example, Although Shared**



Service Canada provided services for multiple departments and agencies, only 1 project could be referenced for Shared Service Canada (SSC) for Mandatory Experience Requirement #1 of Annex B.

- f) 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.
- g) Respondents are requested to indicate the page number(s) in their supporting project documentation that addresses a particular mandatory corporate technical experience requirement.
- h) Canada will only consider the experience of the Respondent itself (not including any affiliate of the Respondent) where 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.
- i) 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 (requested at ITQ closing, Mandatory upon request):

Respondents are requested to submit the certifications required under Part 7 (Annex G). 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 Submission of Only One Response:

- 4.7.1** A Respondent can be an individual, a sole proprietorship, a corporation, a partnership or a joint venture.
- 4.7.2** 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 FGWDs 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.
- 4.7.3** 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 date 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.
- 4.7.4** 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.
- 4.7.5** By submitting a response, the Respondent is certifying that it does not consider itself to be related to any other Respondent.



PART 5 SECURITY, FINANCIAL AND OTHER REQUIREMENT

5.1 Security Clearance Requirement

5.1.1 Security clearance is an important corporate requirement. The successful Respondent for any subsequent phase of the procurement process must meet the security requirements set out in the Security Requirements Checklist (SRCL) (Annex H) before the ITQ 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 Revise Security Requirements:

Canada reserves the right to revise the security requirements following the ITQ Phase. Canada will provide the RFSO/RFSAs 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:

6.1.3 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.

6.1.4 Discretionary Rights during Evaluation:

- a) In conducting its evaluation of the responses, Canada may, but will have no obligation to, do the following:
 - i) 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.
 - ii) seek clarification or verification from Respondents regarding any or all information provided by them with respect to the solicitation;
 - iii) contact any or all references supplied by Respondents to verify and validate any information submitted by either respondents or their references;
 - iv) request specific information with respect to any Respondent’s legal status.

6.1.5 Time to respond:

- a) 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:
 - i) **Requests for Clarifications:** If Canada seeks clarification or verification or additional information from the Respondent about its response, the Respondent will have 2 FGWDs (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.

6.1.6 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

6.2.1 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

The ITQ Submission Form (Annex A) 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

6.4.1 The Mandatory Experience Requirements 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 after the ITQ closing date unless SSC runs a second qualification round.

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 **7 FGWDs from the date of the request with the possibility of extension at the discretion of Canada. If Canada does not receive confirmation (within 7 FGWDs) or within the extended timeframe provided**, 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

- 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 **7 FGWD of a request and subject to extension at the discretion of Canada.**
- 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 FGWDs of the date that Canada's email was sent (or within 5 FGWDs 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.
 - iii) 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 response will be evaluated should submit their questions as early as possible during the ITQ period.

6.6 Basis for Qualification

6.6.1 A respondent can only qualify as a Tier 1 Supplier or Tier 2 Supplier. Where the respondent has provided a response as both a Tier 1 Supplier and Tier 2 Supplier, Canada will request clarification from the respondent on which mandatory requirements to evaluate. **Where the respondent does not provide a response to the clarification within 3 FGWDs of the request, Canada will consider the response as non-compliant and it will not receive any further consideration.**

6.6.2 Unsuccessful Respondents (non-compliant response) 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.

6.6.3 Tier 1 Suppliers

- a) For the Respondent to be qualified as a Tier 1 Supplier, the response must:
 - i) comply with the requirements of the ITQ;
 - ii) meet all mandatory requirements (1,2 and 3) in Annex B; and
 - iii) meet all mandatory requirements (1,2 and 3) in Annex C for SIP Trunking Service, ISDN Service and Analogue Service.

6.6.4 Tier 2 Suppliers

- a) For the Respondent to be qualified as a Tier 2 Supplier, the response must:
 - i) comply with the requirements of the ITQ;
 - ii) meet all mandatory requirements (1,2 and 3) in Annex B;
 - iii) meet all the mandatory requirements (1) in Annex D for the Respondent to be qualified as a Tier 2 Supplier for SIP Trunking Service;
 - iv) meet all the mandatory requirements (1) in Annex E for the Respondent to be qualified as a Tier 2 Supplier for ISDN Service; and
 - v) meet all the mandatory requirements (1) in Annex F for the Respondent to be qualified as a Tier 2 Supplier for Analogue Service.
- b) For example: Respondent ABC wants to qualify as a Tier 2 Supplier for SIP Trunking Service only, and not for ISDN Service and Analogue Service. The response from the Respondent must meet the mandatory requirements for Annex B and Annex D only. The Respondent does not need to submit a response to the mandatory requirements for Annex E and Annex F.



6.7 Supply Chain Integrity Verification

- 6.7.1** Anticipated to be Mandatory Assessment at the Bid Solicitation Stage. Process may begin at the end of RRR. Actual requirement to be finalized during RRR.
- 6.7.2** The Supply Chain Integrity (SCI) Verification is a mandatory submission requirement at the Bid Solicitation stage. SCI is an important corporate requirement. Challenged by an increasingly complex cyber threat environment, Canada is committed to applying enhanced security process and contract clauses to the acquisition of both products and services. The purpose of the Supply Chain Integrity verification process is to ensure that all proposed sub-contractors, products, equipment, software, firmware and services that are procured by SSC meet the required security and supply chain standards. Please refer to Annex I – Supply Chain Integrity Process for a description of the requirement.

6.8 ITQ Phase Second Qualification Round

- 6.8.1** 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.
- 6.8.2** 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.
- 6.8.3** 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 G to provide the certifications requested below. For a joint venture Respondent, 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; or
 - 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.

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:
 - i) an individual;
 - ii) an individual who has incorporated;
 - iii) a partnership made of former public servants; or
 - iv) 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.

7.2.2 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.

7.2.3 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.



7.2.4 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.

7.2.5 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) 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 G – 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

MANDATORY FOR ALL RESPONDENTS

ITQ SUBMISSION FORM	
Respondent full legal name	
Authorized Representative of Respondent for evaluation purposes (e.g. clarifications)	Name:
	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 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 ITQ? 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.	
Signature of the authorized representative of the Respondent	Name
	Address
	Email
	Signature
	Phone



Annex B: ITQ Reference Project Forms - Tier 1 and Tier 2 Supplier Mandatory Experience Requirements for PSTN Access Services

All Tier 1 and Tier 2 Supplier Respondents must complete all 3 Annex B (#1, #2 and #3) ITQ Project Reference Forms for all PSTN Access Service Mandatory Experience Requirements in this subsection.

Annex B: ITQ Reference Project Form	
Respondent Legal name	
Respondent Address	
Mandatory Experience Requirement #1 for Annex B	
The Respondent must have provided a PSTN Access Service(s) to 10 or more customers as the Prime Contractor for a period of at least 36 continuous months (which can include the implementation phase) for each customer in the last 5 years prior to the closing date of this ITQ.	
Respondents who are relying on work done for multiple Customers should submit one form per customer, (minimum 10 customer forms in total) each describing the work done for that Customer (The period of “36 continuous months” can be different for each of the Customers served).	
Reference Project for Mandatory Experience Requirement #1 for Annex B	
Entity under contract to customer organization to perform the reference project	
Project name	
Project duration (including start date, completion of implementation and end date, if applicable)	
General project description (e.g. work performed, experienced gained)	
Name of customer organization	
Customer organization primary reference name	
Customer organization primary reference telephone	
Customer organization primary reference email	
Customer organization backup reference name	
Customer organization backup reference telephone	
Customer organization backup reference email	



All Tier 1 and Tier 2 Supplier Respondents must complete all 3 Annex B (#1, #2 and #3) ITQ Project Reference Forms for all PSTN Access Service Mandatory Experience Requirements in this subsection.

Annex B: ITQ Reference Project Form	
Respondent Legal name	
Respondent Address	
Mandatory Experience Requirement #2 for Annex B	
<p>The Respondent must have provided to a customer a centralized service desk and network operations center located in Canada to manage a PSTN Access Service as the Prime Contractor for a period of at least 36 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"> a. provided 7 day x 24 hour x 365 day service monitoring; b. provided 7 day x 24 hour x 365 day change and incident tracking; c. provided bilingual (English and French) phone support; and d. provided 7 day x 24 hour x 365 day incident escalations. 	
Reference Project for Mandatory Experience Requirement #2 for Annex B	
Entity under contract to customer organization to perform the reference project	
Project name	
Project duration (including start date, completion of implementation and end date, if applicable)	
General project description (e.g. work performed, experienced gained)	
Specific description regarding that project demonstrating the Respondent's experience in providing 7 day x 24 hour x 365 day service monitoring	
Specific description regarding that project demonstrating the Respondent's experience in providing 7 day x 24 hour x 365 day change and incident tracking	
Specific description regarding that project demonstrating the Respondent's experience in providing bilingual (English and French) phone support	
Specific description regarding that project demonstrating the Respondent's experience in providing 7 day x 24 hour x 365 day incident escalations	
Name of customer organization	
Customer organization primary reference name	
Customer organization primary reference telephone	
Customer organization primary reference email	
Customer organization backup reference name	
Customer organization backup reference telephone	
Customer organization backup reference email	



All Tier 1 and Tier 2 Supplier Respondents must complete all 3 Annex B (#1, #2 and #3) ITQ Project Reference Forms for all PSTN Access Service Mandatory Experience Requirements in this subsection.

Annex B: ITQ Reference Project Form	
Respondent Legal Name	
Respondent Address	
Mandatory Experience Requirement #3 for Annex B	
<p>The Respondent must have provided to a customer, for PSTN Access Services as the Prime Contractor for a period of at least 36 continuous months (which can include the implementation phase) in the last 5 years prior to the closing date of this ITQ. access to all of the following:</p> <ul style="list-style-type: none"> a. incident tickets; b. change request tickets; c. service reports; d. service orders; and e. documentation. f. provided access to service documentation including operations guides and procedures OR the Respondent must be able to demonstrate that their client has been successfully provided with sufficient reports, as defined by the client's statement of work (SOW) relating to reporting, to maintain the data integrity and business continuity that has allowed the customer to manage their business operations in a cost effective and successful manner." 	
Reference Project for Mandatory Experience Requirement #3 for Annex B	
Entity under contract with customer organization to perform the reference project	
Project name	
Project duration (including start date, completion of implementation and end date, if applicable)	
General project description (e.g. work performed, experienced gained)	
Specific description regarding that project demonstrating the Respondent's experience in providing access to incident tickets and change request tickets	
Specific description regarding that project demonstrating the Respondent's experience in providing access to service reports	
Specific description regarding that project demonstrating the Respondent's experience in providing access to service orders	
Specific description regarding that project demonstrating the Respondent's experience in providing access to service documentation (e.g. operations guides and procedures etc)	
Name of customer organization	
Customer organization primary reference name	
Customer organization primary reference telephone	
Customer organization primary reference email	
Customer organization backup reference name	
Customer organization backup reference telephone	
Customer organization backup reference email	



ANNEX C: ITQ REFERENCE PROJECT FORMS - TIER 1 SUPPLIER MANDATORY EXPERIENCE REQUIREMENTS FOR PSTN ACCESS SERVICES

ONLY Tier 1 Supplier Respondents must complete all 3 Annex C (#1, #2 and #3) ITQ Project Reference Forms in this subsection for all PSTN Access Service Mandatory Experience Requirements in this subsection.

Annex C: ITQ Reference Project Form	
Respondent Legal Name	
Respondent Address	
Mandatory Experience Requirement #1 for Annex C	
<p>The Respondent must have provided a SIP Trunking Service to a customer as the Prime Contractor 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"> a. a minimum capacity of 10,000 calls per hour; and b. Customer Sites in 2 different provinces. 	
Reference Project for Mandatory Experience Requirement #1 for Annex C	
Entity under contract to customer organization to perform the reference project	
Project name	
Project duration (including start date, completion of implementation and end date, if applicable)	
General project description (e.g. work performed, experienced gained)	
Specific description regarding that project demonstrating the Respondent's experience in providing SIP Trunking Service for a customer with a minimum of 10,000 calls per hour.	
Specific description regarding that project demonstrating the Respondent's experience in providing SIP Trunking Service at Customer Sites located in 2 or more different provinces	
Name of customer organization	
Customer organization primary reference name	
Customer organization primary reference telephone	
Customer organization primary reference email	
Customer organization backup reference name	
Customer organization backup reference telephone	
Customer organization backup reference email	



ONLY Tier 1 Supplier Respondents must complete all 3 Annex C (#1, #2 and #3) ITQ Project Reference Forms in this subsection for all PSTN Access Service Mandatory Experience Requirements in this subsection.

Annex C: ITQ Reference Project Form	
Respondent Legal Name	
Respondent Address	
Mandatory Experience Requirement #2 for Annex C	
The Respondent must have provided ISDN Service to a customer for a period of at least 36 continuous months (which can include the implementation phase) in the last 5 years prior to the closing date of this ITQ, where the ISDN Service, as implemented, met or exceeded all of the following:	
a. a minimum of 6 Primary Rate Interfaces (PRIs) at a Customer Site; and	
b. Customer Sites in a minimum of 2 different Provinces.	
Reference Project for Mandatory Experience Requirement #1 for Annex C	
Entity under contract to customer organization to perform the reference project	
Project name	
Project duration (including start date, completion of implementation and end date, if applicable)	
General project description (e.g. work performed, experienced gained)	
Specific description regarding that project demonstrating the Respondent's experience in providing an ISDN Service for a customer with a minimum of 6 PRIs at a Customer Site	
Specific description regarding that project demonstrating the Respondent's experience in providing an ISDN Service at Customer Sites located in a minimum of 2 different Provinces	
Name of customer organization	
Customer organization primary reference name	
Customer organization primary reference telephone	
Customer organization primary reference email	
Customer organization backup reference name	
Customer organization backup reference telephone	
Customer organization backup reference email	



ONLY Tier 1 Supplier Respondents must complete all 3 Annex C (#1, #2 and #3) ITQ Project Reference Forms in this subsection for all PSTN Access Service Mandatory Experience Requirements in this subsection.

Annex C: ITQ Reference Project Form	
Respondent Legal Name	
Respondent Address	
Mandatory Experience Requirement #3 for Annex C	
The Respondent must have provided Analogue Service to a customer for a period of at least 36 continuous months (which can include the implementation phase) in the last 5 years prior to the closing date of this ITQ, where the Analogue Service, as implemented, met or exceeded a minimum of 20 analogue trunks at Customer Sites in 2 or more Provinces.	
Reference Project for Mandatory Experience Requirement #3 for Annex C	
Entity under contract to customer organization to perform the reference project	
Project name	
Project duration (including start date, completion of implementation and end date, if applicable)	
General project description (e.g. work performed, experienced gained)	
Specific description regarding that project demonstrating the Respondent's experience in providing 20 Analogue Trunks at Customer Sites in 2 or more Provinces	
Name of customer organization	
Customer organization primary reference name	
Customer organization primary reference telephone	
Customer organization primary reference email	
Customer organization backup reference name	
Customer organization backup reference telephone	
Customer organization backup reference email	



ANNEX D: ITQ REFERENCE PROJECT FORMS - TIER 2 SUPPLIER MANDATORY EXPERIENCE REQUIREMENTS FOR SIP TRUNKING SERVICE

ONLY Tier 2 Supplier Respondents must complete Annex D (#1) ITQ Project Reference Forms in this subsection for the SIP Trunking Service.

Annex D: ITQ Reference Project Form	
Respondent Legal Name	
Respondent Address	
Mandatory Experience Requirement #1 for Annex D	
The Respondent must have provided a SIP Trunking Service to a customer as the Prime Contractor 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 a minimum capacity of 100 calls per hour.	
Reference Project for Mandatory Experience Requirement #1 for Annex D	
Entity under contract to customer organization to perform the reference project	
Project name	
Project duration (including start date, completion of implementation and end date, if applicable)	
General project description (e.g. work performed, experienced gained)	
Specific description regarding that project demonstrating the Respondent's experience in providing SIP Trunking Service for a customer with a minimum of 100 calls per hour.	
Name of customer organization	
Customer organization primary reference name	
Customer organization primary reference telephone	
Customer organization primary reference email	
Customer organization backup reference name	
Customer organization backup reference telephone	
Customer organization backup reference email	



ANNEX E: ITQ REFERENCE PROJECT FORMS- TIER 2 SUPPLIER MANDATORY EXPERIENCE REQUIREMENTS FOR ISDN SERVICE

ONLY Tier 2 Supplier Respondents must complete Annex E (#1) ITQ Project Reference Forms in this subsection for the ISDN Service.

Annex E: ITQ Reference Project Form	
Respondent Legal Name	
Respondent Address	
Mandatory Experience Requirement #1 for Annex E	
The Respondent must have provided ISDN 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 ISDN Service, as implemented, met or exceeded a minimum of 2 PRIs at a customer Site.	
Reference Project for Mandatory Experience Requirement #1 for Annex E	
Entity under contract to customer organization to perform the reference project	
Project name	
Project duration (including start date, completion of implementation and end date, if applicable)	
General project description (e.g. work performed, experienced gained)	
Specific description regarding that project demonstrating the Respondent's experience in providing an ISDN Service for a customer with a minimum of 2 PRIs at a customer site	
Name of customer organization	
Customer organization primary reference name	
Customer organization primary reference telephone	
Customer organization primary reference email	
Customer organization backup reference name	
Customer organization backup reference telephone	
Customer organization backup reference email	



ANNEX F: ITQ REFERENCE PROJECT FORMS- TIER 2 SUPPLIER MANDATORY EXPERIENCE REQUIREMENTS FOR ANALOGUE SERVICE

ONLY Tier 2 Supplier Respondents must complete Annex F (#1) ITQ Project Reference Forms in this subsection for Analogue Service.

Annex F: ITQ Reference Project Form	
Respondent Legal Name	
Respondent Address	
Mandatory Experience Requirement #1 for Annex F	
<p>The Respondent must have provided Analogue 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 Analogue Service, as implemented, met or exceeded a minimum of 5 Analogue Trunks at a customer Site.</p>	
Reference Project for Mandatory Experience Requirement #1 for Annex F	
Entity under contract to customer organization to perform the reference project	
Project name	
Project duration (including start date, completion of implementation and end date, if applicable)	
General project description (e.g. work performed, experienced gained)	
Specific description regarding that project demonstrating the Respondent's experience in providing an Analogue Service for a customer with 5 analogue trunks at a customer site	
Name of customer organization	
Customer organization primary reference name	
Customer organization primary reference telephone	
Customer organization primary reference email	
Customer organization backup reference name	
Customer organization backup reference telephone	
Customer organization backup reference email	



ANNEX G: 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 H: SECURITY REQUIREMENTS CHECKLIST (SRCL)

Provided as a separate document.



ANNEX I: SUPPLY CHAIN INTEGRITY PROCESS

Note: Anticipated to be Mandatory Assessment at Bid Solicitation stage. Process may begin at the end of RRR. Actual requirement to be finalised during RRR.

SCI REQUIREMENT

In order to remain a Bidder and to be eligible to bid on any solicitation associated with this procurement process, each Bidder will need to complete the Supply Chain Integrity process.

- a) **Definitions:** The following words and expressions used with respect to SCSA assessment have the following meanings:
 - i) **“Product”** means any hardware that operates at the data link layer of the **Open Systems Interconnection model (OSI Model)** Layer 2 and above; any software; and any Workplace Technology Device;
 - ii) **“Workplace Technology Device”** means any desktop, mobile workstation (such as a laptop or tablet), smart phone, or phone, as well as any peripheral item or accessory such as a monitor, keyboard, computer mouse, audio device or external or internal storage device such as a USB flash drive, memory card, external hard drive or writable CDs and DVDs or other media;
 - iii) **“Product Manufacturer”** means the entity that assembles the component parts to manufacture the final Product;
 - iv) **“Software Publisher”** means the owner of the copyright of the software, who has the right to license (and authorize others to license/sub-license) its software products;
 - v) **“Canada’s Data”** means any data originating from the Work, any data received in contribution to the Work or any data that is generated as a result of the delivery of security, configuration, operations, administration and management services, together with any data that would be transported or stored by the contractor or any subcontractor as a result of performing the Work under any resulting contract; and
 - vi) **“Work”** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the contractor under any resulting contract.
- b) **Bid Submission Requirements (Mandatory at Bid Closing):**
 - i) Bidders must submit with their bids, by the closing date, the following:
 - (A) **Ownership Information** for the Bidder and each of the Original Equipment Manufacturers (OEMs) selected by the Bidder and subcontractors including:
 - (1) Provide their Dunn & Bradstreet number, or:
 - (I) Investors/Shareholders Information:
 - For privately owned companies, the Bidder must provide a list of all its shareholders. If the company is a subsidiary, this information must be provided for all parent corporations.
 - For publicly traded companies, the Bidder must provide a list of those shareholders who hold at least 1% of the voting shares;



- Further information about other shareholders must be provided if requested by Canada;
 - (II) A list of all executive level managers (e.g. chief executive officer (CEO), chief financial officer (CFO), chief operating officer (COO), and chief information officer (CIO) (and further information about the members of the Board of Directors must be provided if requested by Canada); and of Directors (and further information about the members of the Board of Directors must be provided if requested by Canada);
 - (III) In the case of partnerships, a list of all the partners (and further information about the partners must be provided if requested by Canada); and
 - (IV) In the case of a joint venture, the above information must be provided for each member of the joint venture; and
- (2) Corporate Website link
- (B) **IT Product List:** Bidders must identify the Products over which Canada's Data would be transmitted and/or on which Canada's Data would be stored, or that would be used and/or installed by the Bidder or any of its subcontractors to perform any part of the Work, together with the following information regarding each Product:
- (1) **OEM:** identify the name of the Original Equipment Manufacturer (OEM).
 - (2) **Product Code:** Enter the OEM's code for the product.
 - (3) **Product Family or Product Model Name/Number:** identify the advertised family or name/number of the Product assigned to it by the OEM;
 - (4) **Product Website Link:** A URL to the product family on the OEM's website, or a URL to the OEM's specific model and version.
 - (5) **Vulnerability Information:** If the OEM participates in the Common Vulnerability Enumeration (CVE) disclosure process, provide the 5 most recent CVE identifiers in a semi-colon (;) separated list. If the OEM has alternative methods to report security vulnerabilities to customers, the 5 more recent advisories / bulletins from the vendor, related to the Model / Version in question, must be provided. Submitting the information set out above is mandatory. Canada requests that Bidders provide the IT Product List information by using the SCSI Submission Form, but the form in which the information is submitted is not itself mandatory. Canada also requests that, on each page, Bidders indicate their legal name and insert a page number as well as the total number of pages. Canada further requests that Bidders insert a separate row in the SCSI Submission Form for each Product. Finally, Canada requests that Bidders not repeat multiple iterations of the same Product (e.g., if the serial number and/or the color is the only difference between two Products, they will be treated as the same Product for the purposes of SCSI).
- ii) **Network Diagrams:** one or more conceptual network diagrams that collectively show the complete network proposed to be used to perform the Work described in this bid solicitation. The network diagrams are only required to include portions of the Bidder's network (and its subcontractors' networks) over which Canada's Data would be



transmitted in performing any resulting contract. As a minimum, the diagram must show:

- (1) the following key nodes for the delivery of the services under any resulting contract:
 - (I) service delivery points;
 - (II) core network; and
 - (III) subcontractor network(s) (specifying the name of the subcontractor as listed in the List of Subcontractors);
- (2) the node interconnections, if applicable;
- (3) any node connections with the Internet; and
- (4) for each node, a cross-reference to the Product that will be deployed within that node, using the line item number from the IT Product List.

c) **Assessment of Supply Chain Security Information:**

- i) Canada will assess whether, in its opinion, the SCSI creates the possibility that the Bidder's solution could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information.
- ii) In conducting its assessment:
 - (A) Canada may request from the Bidder any additional information that Canada requires to conduct a complete security assessment of the SCSI. The Bidder 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 bid being disqualified.
 - (B) Canada may use any government resources or consultants to conduct the assessment and may contact third parties to obtain further information. Canada may use any information, whether it is included in the bid or comes from another source, that Canada considers advisable to conduct a comprehensive assessment of the SCSI.
- iii) If, in Canada's opinion, there is a possibility that any aspect of the SCSI, if used by Canada, could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information:
- iv) Canada will notify the Bidder in writing (sent by email) and identify which aspect(s) of the SCSI is subject to concern(s) or cannot be assessed (for example, proposed future releases of products cannot be assessed). Any further information that Canada might be able to provide to the Bidder regarding its concerns will be determined based on the nature of the concerns. In some situations, it will not be in the public interest for Canada to provide further information to the bidder; therefore, in some circumstances, the bidder will not know the underlying reasons for Canada's concerns with respect to a product, subcontractor or other aspect of the bidder's SCSI (either during this process of following the award of any contract).
- v) The notice will provide the Bidder with a minimum of 3 opportunities to submit revised SCSI in order to address Canada's concerns. The first revised SCSI must be submitted within the **10 calendar days** following the day on which Canada's written notification is sent to the Bidder (or a longer period specified in writing by the



Contracting Authority). If concerns are identified by Canada regarding the first revised SCSI submitted after bid closing, the second revised SCSI must be submitted within **5 calendar days** (or a longer period specified in writing by the Contracting Authority). If concerns are identified by Canada regarding the second revised SCSI submitted after bid closing, the third revised SCSI must be submitted within **3 calendar days** (or a longer period specified in writing by the Contracting Authority). **With respect to the revised SCSI submitted each time, the Bidder must indicate in its response whether the revision affects any aspect of its technical bid or certifications. The Bidder will not be permitted to change any price in its bid, but will be permitted to withdraw its bid if it does not wish to honour the pricing as a result of required revisions to the SCSI.** Each time the Bidder submits revised SCSI within the allotted time, Canada will perform a further assessment of the revised SCSI and the following will apply:

- (1) If, in Canada's opinion, there is a possibility that any aspect of the Bidder's revised SCSI could compromise or be used to compromise the security of Canada's equipment, firmware, software, systems or information, the Bidder will be provided with the same type of notice described under paragraph (e)(iii)(A) above. If, in Canada's opinion, the third post-bid-closing revised SCSI submission still raises concerns, any further opportunities to revise the SCSI will be entirely at the discretion of Canada and the bid may be disqualified by Canada at any time.
 - (2) If the bid is not disqualified as a result of the assessment of the SCSI (as revised in accordance with the process set out above), after receiving the final revised SCSI, Canada will assess the impact of the collective revisions on the technical bid and certifications to determine whether they affect:
 - (I) the Bidder's compliance with the mandatory requirements of the solicitation;
 - (II) the Bidder's score under the rated requirements of the solicitation, if any; or
 - (III) the Bidder's ranking vis-à-vis other Bidders in accordance with the evaluation process described in the solicitation.
 - (3) If Canada determines that the Bidder remains compliant and that its ranking vis-à-vis other Bidders has been unaffected by the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Contracting Authority will recommend the top-ranked bid for contract award, subject to the provisions of the bid solicitation.
 - (4) If Canada determines that, as a result of the revisions to the SCSI submitted after bid closing in accordance with the process described above, the Bidder is either no longer compliant or is no longer the top-ranked Bidder, Canada will proceed to consider the next-ranked bid for contract award, subject again to the provisions of the solicitation relating to the assessment of the SCSI submitted at bid closing, and to the assessment of any revised SCSI submitted after bid closing in accordance with the above provisions.
- vi) By participating in this process, the Bidder acknowledges that the nature of information technology is such that new vulnerabilities, including security vulnerabilities, are constantly being identified. As a result:



- (A) a satisfactory assessment does not mean that the same or similar SCSI will be assessed in the same way for future requirements; and
 - (B) during the performance of any contract resulting from this bid solicitation, if Canada has concerns regarding certain products, designs or subcontractors originally included in the SCSI, the terms and conditions of that contract will govern the process for addressing those concerns.
- d) By submitting its SCSI, and in consideration of the opportunity to participate in this procurement process, the Bidder agrees to the terms of the following non-disclosure agreement (the “**Non-Disclosure Agreement**”):
 - i) The Bidder agrees to keep confidential and store in a secure location any information it receives from Canada regarding Canada’s assessment of the Bidder’s SCSI (the “**Sensitive Information**”) including, but not limited to, which aspect of the SCSI is subject to concern, and the reasons for Canada’s concerns.
 - ii) Sensitive Information includes, but is not limited to, any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form or otherwise, and regardless of whether or not that information is labeled as classified, confidential, proprietary or sensitive.
 - iii) The Bidder agrees that it will not reproduce, copy, divulge, release or disclose, in whole or in part, in whatever way or form any Sensitive Information to any person other than a person employed by the Bidder who has a need to know the information and has a security clearance commensurate with the level of Sensitive Information being disclosed, without first receiving the written consent of the Contracting Authority.
 - iv) The Bidder agrees to notify the Contracting Authority immediately if any person, other than those permitted by the previous Sub-article, accesses the Sensitive Information at any time.
 - v) The Bidder agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the Bidder at any stage of the procurement process, or immediate termination of a resulting contract or other resulting instrument. The Bidder also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the Bidder’s security clearance and a review of the Bidder’s status as an eligible Bidder for other requirements.
 - vi) All Sensitive Information will remain the property of Canada and must be returned to the Contracting Authority or destroyed, at the option of the Contracting Authority, if requested by the Contracting Authority, within 30 days following that request.
- e) This Non-Disclosure Agreement remains in force indefinitely. If the Bidder wishes to be discharged from its obligations with respect to any records that include the Sensitive Information, the Bidder may return all the records to an appropriate representative of Canada together with a reference to this Non-Disclosure Agreement. In that case, all Sensitive Information known to the Bidder and its personnel (i.e., Sensitive Information that is known, but not committed to writing) would remain subject to this Non-Disclosure Agreement, but there would be no further obligations with respect to the secure storage of the records containing that Sensitive Information (unless the Bidder created new records containing the Sensitive Information). Canada may require that the Bidder provide written confirmation that all hard and soft copies of records that include Sensitive Information have been returned to Canada.