



SHARED SERVICES CANADA

Invitation to Qualify (ITQ) for Enterprise Build Voice Services (EBVS) Cisco, Avaya & Equivalents

Invitation to Qualify No.	BPM010792/A	Date of Release	October 15, 2020
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Issuing Office	Shared Services Canada 180 Kent Street, 13 th Floor Ottawa, Ontario K1P 0B6	
Contracting Authority (The Contracting Authority is SSC's representative for all questions and comments about this document.)	Name	James Graves
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Closing Date and Time	October 30, 2020 @ 2:00pm	
Time Zone	Eastern Daylight Time (EDT)	
Destination of Goods/Services	Not applicable – Pre-Qualification Process Only	
Email Address for Submitting your Response by the Closing Date	Responses to this ITQ must be submitted through the P2P portal	

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Invitation to Qualify (ITQ) for Enterprise Build Voice Services (EBVS) Cisco, Avaya & Equivalents

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**

List of Annexes:

- Annex A – ITQ Submission Form
- Annex B – Mandatory Experience Requirements
- Annex C – Stream 1 Cisco or Equivalent Mandatory Experience Requirements
- Annex D – Stream 2 Avaya or Equivalent Mandatory Experience Requirements
- Annex E – Security Requirements Check List (SRCL) Stream 1
- Annex F – Security Requirements Check List (SRCL) Stream 2
- Annex G – Supply Chain Integrity Process

List of Attachments and Forms

- Attachment 1.0 – SSC Standard Instructions for Procurement Documents
- Attachment 2.0 – Annex B Requirement #3 Customer Reference Spreadsheet
- Form 1 – Federal Contractor's Program for Employment Equity Certification
- Form 2 - Former Public Servant Form

Shared Services Canada

Invitation to Qualify for Enterprise Build Voice Services (EBVS) Cisco, Avaya & Equivalents

1. PART 1 - GENERAL INFORMATION

1.1 Introduction

- a) SSC is responsible for providing government 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.

1.2 Overview and Scope of the Requirement

- a) Canada has a requirement for supply of products, maintenance and support services for IP Telephony solutions (Unified Communications) for SSC and its Partners across Canada and excludes any locations in areas subject to the Comprehensive Land Claims Agreements (CLCA's).
- b) This is to support and build upon SSC's existing VoIP infrastructure, which is Cisco-based and Avaya-based. All proposed equipment, support and services must fully integrate and operate with the installed base.
- c) This requirement includes, among others: Hardware, Licensed Software, Call Controllers, Gateways, Enterprise Session Border Controllers (E-SBC), User Devices (phones, etc.), Voice Mail, Contact Centre (ACD), Emergency Response - 911, Maintenance Services (Break/Fix), , Moves, Additions and Changes (MACs) and Support Services for specialized labour.

1.3 Scope of Anticipated Procurement:

- a) This ITQ is being issued by SSC. It is intended that the Contract(s) or Standing Offer(s) resulting from any subsequent bid solicitation will be used by SSC to provide shared services to its clients, which include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the Contract Period, and those other organizations for whom SSC's services are optional at any point during the Contract Period and that choose to use those services from time to time. This solicitation process does not preclude SSC from using another method of supply for these or other entities of the Government of Canada with the same or similar needs.

1.4 Number of Contracts/Contract Vehicles:

Canada may proceed with one of the following:

- a) **1 Contract per Stream:** Canada may award 1 Contract for Stream 1 Cisco and 1 Contract for Stream 2 Avaya; or

- b) **1 or more Standing Offer(s) per Stream:** Canada may award 1 or more Standing Offer(s) for Stream 1 Cisco and 1 or more Standing Offer(s) for Stream 2 Avaya.
 - i) Any resulting Standing Offer(s) will include provisions to:
 - (A) add a Supplier at the discretion of Canada through a Refresh; and
 - (B) suspend or remove a Supplier's Standing Offer (period of time, permanent) for non-performance.

1.5 Term of Contracts or Standing Offer(s)

- a) Canada may issue Contracts or Standing Offer(s) for a period of 4 years, with 2 additional 1-year option periods.

1.6 Phase 1 of Procurement Process

- a) This Invitation to Qualify (ITQ) is the first phase of a procurement process by Shared Services Canada (SSC) for *Enterprise Build Voice Services*. 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.

1.7 Further Evaluation of Qualified Respondents

- a) 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.

1.8 ITQ is not a Bid Solicitation

- a) 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.
- b) Canada reserves the right to cancel any of the preliminary requirements included as part of the ITQ 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.

1.9 Potential Client Users

- a) This ITQ is being issued by SSC. It is intended that the contract or procurement vehicle resulting from any subsequent solicitation would be used by SSC to provide Fixed Line Voice solutions 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.

1.10 Applicable Trade Agreements

- a) The following trade agreements apply to this procurement process:
 - i) Canada Free Trade Agreement (CFTA);
 - ii) World Trade Organization Agreement on Government Procurement (WTO-AGP);

- iii) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP);

1.11 Comprehensive Land Claim Agreements (CLCA):

- a) This requirement is for delivery of goods and services across Canada, *excluding* locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs).
- b) Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement.

1.12 Previous Experience

- a) 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.

1.13 Making Representations

- a) 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.

1.14 Terminology

- a) 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.
- b) 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.

The following definitions apply to the ITQ:

Term	ITQ Definition
IP Telephony	The use of IP-based networks to build, provide and access voice, data or other forms of telephonic communications. Also known as Voice Over IP (VoIP).
Location(s)	A unique location where the goods and/or service are provided to a customer
Prime Contractor	A supplier (Respondent) with a direct contract with the customer for IP Telephony goods and services (i.e. not a subcontractor to a Prime Contractor nor a reseller of IP Telephony goods and services provided by another telephony company).

1.15 The Respondent

- a) 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.

1.16 Legal Capacity

- a) 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.

1.17 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 solidarity liable for the performance of any resulting contract.

1.18 Responses not Assignable or Transferable

- a) Substitute Respondents will not be accepted. The Respondent will not be permitted to assign or transfer its response.

1.19 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) Maplesoft Group
 - ii) KPMG

1.20 Procurement Business Number

- a) Respondents are required to have a Procurement Business Number (PBN) to respond to this ITQ and before the award of any resulting contract or standing offer. 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.

2. PART 2 - PROCUREMENT PROCESS

2.1 Phase 1: Invitation to Qualify (ITQ)

- a) This ITQ is the first phase in the procurement process. 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:

Procurement Phases	
Phase 1: Invitation to Qualify (ITQ)	Qualification Phase for Stream 1 Cisco and Stream 2 Avaya and Equivalents as per Mandatory Experience Requirements from Annex B, Annex C, and Annex D
Phase 2A: Solicitation Process for Stream 1 (ITT or RFSO)	Invitation to Tender (ITT) or Request for Standing Offer(s) (RFSO). Only Qualified Respondents for Stream 1 can submit a bid/response
Phase 2B: Solicitation Process for Stream 2 (ITT or RFSO)	Invitation to Tender (ITT) or Request for Standing Offer(s) (RFSO). Only Qualified Respondents for Stream 2 can submit a bid/response
Phase 3A: Contract or Standing Offer Award for Stream 1	After completion of the Solicitation Phase, the selected Bidder/Respondent will be recommended for Contract Award or Standing Offer(s) Award, provided that Canada has received all necessary internal approvals.
Phase 3B: Contract or Standing Offer Award for Stream 2	After completion of the Solicitation Phase, the selected Bidder/Respondent will be recommended for Contract Award or Standing Offer(s) Award, provided that Canada has received all necessary internal approvals.

2.2 Phase 1: Invitation to Qualify (ITQ)

- a) The objective of the ITQ is to qualify Respondents who have the required experience in implementing and operating IP Telephony solutions.
- b) Respondents who do not successfully qualify at the ITQ Phase will not be able to participate in any subsequent procurement phases for Government of Canada EBVS.
- c) 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.
- d) The Responses received under this ITQ will be evaluated against mandatory criteria as detailed in Part 6 – Evaluation Procedure and Basis of Qualification.
- e) Qualified Respondents may withdraw from the process at any time by providing a written notification to the Contracting Authority.

2.3 Phase 2A: Solicitation Stream 1 - Cisco VoIP Supplier

- a) Canada may release an Invitation to Tender (ITT) or Request for Standing Offer(s) RFSO(s) to those Qualified Respondents of Stream 1 who remain qualified at the time the solicitation is released.

2.4 Phase 2B: Solicitation - Stream 2 Avaya VoIP Supplier

- a) Canada may release an Invitation to Tender (ITT) or Request for Standing Offer(s) RFSO(s) to those Qualified Respondents of Stream 2 who remain qualified at the time the solicitation is released.

2.5 Phase 3A: Contract Award or Standing Offer(s) Award- Stream 1 Cisco VoIP Supplier

- a) After completion of the Solicitation Phase, the selected Bidder/Respondent will be recommended for Contract Award or Standing Offer Award(s), provided that Canada has received all necessary internal approvals.

2.6 Phase 3B: Contract Award or Standing Offer(s) Award- Stream 2 Avaya VoIP Supplier

- a) After completion of the Solicitation Phase, the selected Bidder/Respondent will be recommended for Contract Award or Standing Offer Award(s), provided that Canada has received all necessary internal approvals.

2.7 SCSI Assessment

- a) Qualified Respondents who choose to bid on any resulting solicitation will be required to submit "Supply Chain Security Information" (SCSI) for assessment by Canada in relation to supply chain integrity.
- b) Please refer to Annex G

3. PART 3 - RESPONDENT INSTRUCTIONS

3.1 Standard Instructions, Clauses and Conditions

- a) SSC's Standard Instructions for Procurement Documents No. 1.0 ("**SSC's Standard Instructions**") are incorporated by reference into and form part of the ITQ as though they were expressly set out here in full. If there is a conflict between the provisions of SSC's Standard Instructions and this document, this document prevails. SSC's Standard Instructions are provided with the ITQ as **Attachment 1.0**.
- b) All other instructions, clauses and conditions identified in this document or any of its attachments by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. 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.
- c) If there is a conflict between the provisions of this document and any documents that are incorporated into it by reference as set out above, this document prevails.
- d) With respect to SSC's Standard Instructions:
 - i) There will not be a conference for interested suppliers.
 - ii) There will not be a site visit.
- e) 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 Procure to Pay Tool (P2P)

- a) SSC uses the "P2P" (Procure to Pay) tool. Respondents must register in the SSC P2P portal in order to:
 - i) view and access the ITQ from SSC;
 - ii) submit a response to the ITQ;
 - iii) receive updates; and
 - iv) receive amendments to the ITQ.
- b) 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 Enquiries and Comments during the ITQ Period

a) **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.

b) **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.

c) **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 Solicitation Documents

- a) 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 Previous Requirements

- a) 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

- a) 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 Respondent does not indicate which province or territory it wishes to apply, the laws of the Province of Ontario will apply automatically.

3.7 Language for Future Communications

- a) 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

- a) 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.

4. PART 4 - RESPONSE PREPARATION INSTRUCTIONS

4.1 General Instructions

- a) **SSC's Standard Instructions – Attachment 1** include instructions with respect to responses, which apply in addition to those described in this document

4.2 Electronic Submission of Responses through P2P

- a) 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.
- b) After the ITQ closing date, the P2P system will not permit a Respondent to submit a response.
- c) 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.
- d) 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.
- e) Responses can be modified, withdrawn or resubmitted through P2P before the solicitation closing date and time.

4.3 Availability of Contracting Authority

- a) During the 4 hours leading up to the ITQ closing date, an SSC representative will monitor the email address at **james.graves2@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.

4.4 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.

4.5 Format for Response

- a) Canada requests that Respondents follow the format instructions described below in the preparation of their response:
 - i) PDF attachments; and
 - ii) Documents that can be opened with either Microsoft Word or Microsoft Excel.
 - iii) use a numbering system that corresponds to the ITQ;
 - iv) 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
 - v) include a table of contents.

4.6 Content of the Response

A complete response to this ITQ consists of all of the following:

4.7 ITQ Submission Form (**Annex A requested at ITQ closing, Mandatory upon request**):

- a) Respondents are requested to include the ITQ Submission Form with their responses. It provides a common form in which Respondents can provide information required for evaluation, such as a contact name, the Respondent's Procurement Business Number, the language for future communications with Canada about this procurement process, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information requested by the ITQ Submission Form is incomplete or requires correction, Canada will provide the Respondent with an opportunity to provide the additional information or make the correction. Providing the information when requested during the evaluation period is mandatory.

4.8 Mandatory Experience Requirements (**Annex B mandatory at ITQ closing, Annex C and/or Annex D mandatory at ITQ closing**):

- a) The Respondent must include all the information required by **Annex B** to be evaluated for either Stream; and
- b) The Respondent must include all the information required by **Annex C** to be evaluated for Stream 1 Cisco or Equivalent; and/or
- c) The Respondent must include all the information required by **Annex D** to be evaluated for Stream 2 Avaya or Equivalent;
- d) Respondents must provide in sufficient detail with their response, their previous corporate experience by submitting fully completed Mandatory Experience Reference Forms for the Mandatory Experience Requirements in accordance with subsection Basis for Qualification.
- e) The response must include all the information required. For each mandatory experience requirement, the Respondent must provide contact information for a primary customer organization contact and may provide information for a backup contact, each of whom can confirm the information provided by the Respondent regarding its previous experience. The backup will only be contacted if the primary contact is unavailable to respond (i.e., SSC will not contact the alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond).

- f) The project descriptions provided in the Mandatory Experience Requirements 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.**
- g) If there is a requirement to indicate a start and end date, the Respondent must indicate the month and year of start date and the month and year of the end date of the project referenced.
- h) 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.
- i) The project references required for the Mandatory Experience Requirements do not have to be the same for each requirement.
- j) Where multiple project references are required for a Mandatory Experience Requirement, the project references must be with different customers whereby:
 - i) **Example 1:** a Respondent may provide a good/service for 2 separate contracts. Each contract could be used as a project reference with the contract holder as the customer.
 - ii) **Example 2:** where it is a Standing Offer (SO) or Supply Arrangement (SA), each Department or Agency authorized to use the SO/SA (independently of Shared Services Canada) can be used by the Respondent as a separate project reference with the department as the customer.
 - iii) **Example 3:** Although Shared Services Canada provides services for multiple departments and agencies, only 1 project could be referenced for Shared Services Canada (SSC) per contract.
- k) 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.
- l) Respondents are requested to indicate the page number(s) in their supporting project documentation that addresses a particular mandatory corporate technical experience requirement.
- m) 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.

- n) 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.

4.9 Certifications (requested at ITQ closing, Mandatory upon request):

- a) Respondents are requested to submit the certifications required under Part 7. 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.
- b) By submitting a response, the Respondent is automatically providing the certifications identified below as required. The content of each certification is set out in SSC's Standard Instructions in the section entitled "**Deemed Certifications from Each Bidder**":

Equipment and Software is "Off-the-Shelf"	Deemed provided by submitting a response to this ITQ
System is "Off-the-Shelf"	Deemed provided by submitting a response to this ITQ
Bidder's Proposed Resources will be Available	Deemed provided by submitting a response to this ITQ
Bidder has Verified Information about its Proposed Resources	Deemed provided by submitting a response to this ITQ
Resources who are not Employees of the Bidder	Deemed provided by submitting a response to this ITQ

- c) If the table below indicates that a certification is required, the Respondent is required to provide the following certifications described in SSC's Standard Instructions. Although all these certifications are requested at ITQ closing, if Canada determines that any certification is missing, incomplete or requires correction, Canada will provide the Respondent with an opportunity to provide the required information. Providing the certification when requested during the evaluation period is mandatory.

Form 1 - Federal Contractors Program for Employment Equity Certification	Required – Please provide the information in Form 1 provided
Form 2 - Former Public Servants Certification	Required – Please provide the information in Form 2 provided

- d) Respondents should note that certain certifications that are not required at the ITQ stage may be required at a later stage of the procurement process.

4.10 Submission of Only One Response

- a) A Respondent can be an individual, a sole proprietorship, a corporation, a partnership or a joint venture.
- b) 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.
- c) 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:
 - i) they are the same legal entity as the Respondent (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - ii) the entity and the Respondent are “related persons” or “affiliated persons” according to the Canada *Income Tax Act*;
 - iii) 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
 - iv) 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.
- d) 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.
- e) By submitting a response, the Respondent is certifying that it does not consider itself to be related to any other Respondent.

5. PART 5 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

5.1 Security Clearance Requirement

- a) A preliminary version of the Security Requirements Checklist (SRCL) has been included as an annex to this ITQ. These requirements are subject to change and are provided for information purposes. However, any supplier that does not have the security clearances described in the preliminary SRCL may wish to initiate the process to ensure they meet the requirements. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- b) A separate SRCL applies to each Stream as follows:
 - i) Annex E – Security Requirements Check List (SRCL) Stream 1
 - ii) Annex F – Security Requirements Check List (SRCL) Stream 2

5.2 Timing

- a) 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.

5.3 PSPC Conducts Clearance Process

- a) 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>.

5.4 Joint Venture Respondent

- a) 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.

5.5 Revise Security Requirements

- a) Canada reserves the right to revise the security requirements following the ITQ Phase. Canada will provide the contract security clauses at a subsequent phase of this procurement process.

6. PART 6 - EVALUATION PROCEDURES AND BASIS OF QUALIFICATION

6.1 Evaluation Process

a) Response Assessment

Responses will be assessed in accordance with all the requirements described in the solicitation, including the evaluation criteria.

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.

- b) 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.
- c) Evaluators shall maintain the integrity of the evaluation by considering only information presented in the response. No information will be inferred and personal knowledge or beliefs will not be utilized in the assessment.
- d) For each mandatory requirement, the evaluators will indicate in their Technical Evaluation Sheet whether or not the Response has complied with the mandatory requirement. All non-compliant responses will be documented and justified on the Technical Evaluation Sheet.
- e) **Compliance Determination**: Once the evaluators have completed their evaluation and documented on the Technical Evaluation Sheets their recommendations for each of the Responses, the results are to be reviewed by the Contracting Authority. If the team members have differed in their evaluation of the mandatory requirements, a Consensus meeting is held and a final determination is made by consensus for each criterion for which a discrepancy existed.

6.2 Evaluation Team

- a) 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.

6.3 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.

6.4 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.

6.5 Extension of Time to Respond

- a) If additional time is requested by a Respondent, the Contracting Authority may grant an extension in his or her sole discretion.

6.6 Requirements related to Previous Corporate Experience of Respondent

- a) 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:
 - i) 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:
 - (A) 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
 - (B) 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.
- b) Canada may request additional information about corporate predecessor during evaluation.
 - i) The work was completed by the closing date;
 - ii) the response includes, as a minimum, the name of an individual from the customer reference who will act as a reference;
- c) 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.

6.7 Evaluation Procedures for Customer Reference Checks

- a) Unless otherwise provided in the ITQ, Canada may choose, in its discretion, to conduct one or more customer reference checks.
- b) 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.
- c) If Canada decides to conduct reference checks, it will be done in writing by email (unless the contact person for the reference is only available by telephone). Canada will send all email reference check requests to contacts supplied by the bidders on the same day using the email address(es) provided in the bid (in the case of any telephone reference checks, Canada will contact the reference as soon as possible after email reference checks have been sent, but it may not occur on the same day).
- d) 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)**, from either the primary or backup reference that the information on the signed 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.
- e) On the third FGWD after sending out the reference check request, if Canada has not received a response, Canada will notify the respondent by email, to allow the respondent to contact its reference directly to ensure that it responds to Canada within 5 FGWDs. If the individual named by a respondent is unavailable when required during the evaluation period, the respondent may provide the name and email address of an alternate contact person from the same customer. **Respondents will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond** (i.e., the bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 FGWDs will not be extended to provide additional time for the new contact to respond.
- f) 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**.
- g) 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)**.
- h) 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.
- i) The 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.

6.8 Evaluation Procedures for Requirements relating to Resource Certification/Designation

- a) Proposed resources must be employees of the Respondent or employees of a subcontractor. In the alternative, proposed resources may be independent contractors to whom the Respondent would subcontract a portion of the Work, but in this case they must have confirmed to the respondent that they are willing to participate in the bid and to perform the work if a contract is awarded. Canada may require further information in this regard during the evaluation, including confirmation from individual resources regarding their status.
- b) For educational requirements for a particular certificate or professional designation, Canada will only consider the specific certificates and designations **as indicated in the Mandatory Experience Requirements** and, that were successfully completed by the resource by the closing date.
- c) If the designation or certification was issued by an educational institution outside of Canada, the bidder must provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).

6.9 Evaluation Procedures for Proposed Equivalent Products

- a) Respondents will be given the opportunity to propose equivalent products for Stream 1 and/or Stream 2 during the ITQ process. Respondents must address and meet the Mandatory Experience Requirements set out Annex C Requirement #2 and Annex D Requirement #2.
- b) Supporting evidence including the specifications, technical documentation and descriptive literature will be evaluated at the Solicitation phase. The following procedures will apply to the evaluation of proposed equivalent products at the Solicitation phase.
- c) If the solicitation states that bidders must propose equipment that is specified by brand name, model and/or part number in order to ensure compatibility, interoperability and/or interchangeability with existing equipment owned by Canada, this Section applies regarding the evaluation of those products.
- d) Products that are equivalent in form, fit, function and quality that are fully compatible, interchangeable, and interoperable with the existing equipment owned by Canada will be considered if the bidder:
 - i) clearly designates in its bid the brand name, model and/or part number of the proposed equivalent product;
 - ii) demonstrates in the written bid that the proposed equivalent is fully compatible, interoperates with, and is interchangeable with the item(s) specified in the solicitation;
 - iii) provides complete specifications and descriptive technical documentation for each equivalent item proposed;
 - iv) substantiates the compliance of its proposed equivalent by demonstrating that it meets all mandatory performance criteria that are specified in the solicitation; and

- v) clearly identifies those areas in the specifications and descriptive technical documentation that demonstrate the equivalence of the proposed equivalent product.
- e) If requested during evaluation, the bidder must submit a sample of any proposed equivalent product to the Contracting Authority for testing.
- f) If requested during evaluation, the bidder must provide a demonstration of its proposed equivalent product.
- g) Proposed equivalent products will be declared non-compliant if:
 - i) the bid fails to provide all the information required to allow the Contracting Authority to evaluate the equivalency of the proposed equivalent, including additional information requested by the Contracting Authority during the evaluation to supplement the information submitted in the bid (Note: it is the responsibility of the bidder to include all information required to evaluate equivalency as described above; however, all bidders acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding equivalency);
 - ii) the Contracting Authority determines that the proposed equivalent fails to meet or exceed the mandatory requirements specified in the solicitation; or
 - iii) the Contracting Authority determines that the proposed equivalent is not equivalent in form, fit, function or quality to the item(s) specified in the solicitation or that the proposed equivalent is not fully compatible, interoperable and interchangeable with any existing equipment owned by Canada that is specified in the solicitation.

6.10 Evaluation of ITQ Submission Form

- a) 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.

6.11 Evaluation of Compliance with Mandatory Experience Requirements

- a) The Mandatory Experience Requirements will be evaluated on a simple pass/fail basis.

6.12 Basis for Qualification

- a) A Respondent may qualify as a Stream 1 Cisco VoIP Supplier and/or Stream 2 Avaya VoIP Supplier.
- b) *For example:* Respondent ABC intends to qualify as only a Stream 1 Cisco VoIP Supplier, and not for Stream 2 Avaya VoIP Supplier. The response from the Respondent must meet the mandatory requirements for Annex B and Annex C only. The Respondent does not need to submit a response to the mandatory requirements for Annex D.
- c) However, if Respondent ABC intends to qualify for both Stream 1 and Stream 2, the response from the Respondent must meet the mandatory requirements for Annex B, Annex C and Annex D.
- d) **All Respondents must complete and meet Annex B** to be considered for either Stream 1 or Stream 2. Failure to meet the requirements set out in Annex B will result in the response considered non-compliant and not given any further consideration.

- e) 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.
- f) **Stream 1 : Cisco VoIP Supplier**
 - i) For the Respondent to be qualified as a Cisco VoIP Supplier, the response must:
 - (A) comply with the requirements of the ITQ; and
 - (B) meet all Mandatory Experience Requirements in **Annex B**; and
 - (C) meet all Mandatory Experience Requirements in **Annex C**.
- g) **Stream 2 : Avaya VoIP Supplier**
 - i) For the Respondent to be qualified as an Avaya VoIP Supplier, the response must:
 - (A) comply with the requirements of the ITQ;
 - (B) meet all Mandatory Experience Requirements in **Annex B**; and
 - (C) meet all Mandatory Experience Requirements in **Annex D**.

6.13 Equivalent Products

- a) Respondents may opt to qualify for Stream 1 or Stream 2 based on 'equivalent products'. 'Equivalent products' means that they are equivalent in form, fit, function and quality to the OEM products that will be specified in the bid solicitation. In addition, any equivalent product must be fully interchangeable with the OEM products specified.
- b) Incremental costs to Canada may need to be evaluated as part of the Financial Evaluation methodology during the Solicitation phase, including but not limited to;
 - Training, configuration and support; and
 - Architecture and engineering; and
 - Acceptance testing and pilot; and
 - System management tools
- c) Respondents qualifying for equivalent products under **Stream 1 must meet Annex C – Requirement #2**. However, supporting evidence including the specifications, technical documentation and descriptive literature will be evaluated at the Solicitation phase.
- d) Respondents qualifying for equivalent products under **Stream 2 must meet Annex D – Requirement #2**. However, supporting evidence including the specifications, technical documentation and descriptive literature will be evaluated at the Solicitation phase.
- e) For Respondents not seeking to qualify for Stream 1 and/or Stream 2 under an Equivalent Product may submit their document as N/A.

6.14 Supply Chain Integrity Verification

- a) Anticipated to be Mandatory Assessment at the Bid Solicitation Stage.
- b) The Supply Chain Integrity (SCI) Verification is a mandatory submission requirement at the procurement process. 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.

- c) Please refer to Annex G - Supply Chain Integrity Process for a description of the requirement.

6.15 ITQ Phase Second Qualification Round

- a) 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.
- b) If SSC determines that unsuccessful Respondents will be given a second opportunity to qualify, SSC will provide written debriefs to all unsuccessful Respondents.
- c) 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.

7. PART 7 - CERTIFICATIONS

- 7.1 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.
- 7.2 Respondents are requested to use the provided Forms to submit the certifications requested. For a joint venture Respondent, the certifications requested below are required for each member of the joint venture.

Form 1 - Federal Contractors Program for Employment Equity Certification	Required – Please provide the information in Form 1 provided
Form 2 - Former Public Servants Certification	Required – Please provide the information in Form 2 provided

ANNEX A – ITQ SUBMISSION FORM

MANDATORY FOR ALL ITQ 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 – MANDATORY EXPERIENCE REQUIREMENTS

MANDATORY FOR ALL ITQ RESPONDENTS

ANNEX B: REQUIREMENT #1	
Respondent Legal name	
Respondent Address	
Mandatory Experience Requirement #1	
<p>1. The Respondent must have provided to a customer a centralized service desk and network operations center which resides in Canada and/or the US, as the Prime Contractor for a period of at least 12 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) 7 day x 24 hour x 365 day change and incident tracking; b) bilingual (English and French) phone support; and c) 7 day x 24 hour x 365 day incident escalations, including providing Customer with status in real time. 	
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)	Confirmation must include the starting month and year , and the ending month and year, of the 12-month period.
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	

ANNEX B: REQUIREMENT #2

Respondent Legal name

Respondent Address

Mandatory Experience Requirement #2

2. The Respondent must have provided IP Telephony goods and services to a customer in Canada and/or the US, as the Prime Contractor, for a period of at least 12 continuous months (which can include the implementation phase) in the last 5 years prior to the closing date of this ITQ, with near real time access to SSC for all of the following:
- a) incident tickets;
 - b) release and patch management notifications;
 - c) configurable service reports;
 - d) service orders; and
 - e) centralized document repository (e.g., operations guides and procedures)

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)

Confirmation must include the starting **month and year**, and the ending month and year, of the 12-month period.

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

ANNEX B: REQUIREMENT #3

Respondent Legal name

Respondent Address

Mandatory Experience Requirement #3

3. The Respondent must have provided IP Telephony goods and services to 30 customers, as Prime Contractor, including at least one Public Sector customer (can include municipal, provincial or federal), in Canada and/or the U.S., for a period of at least 12 continuous months (which can include the implementation phase) in the last 5 years prior to the closing date of this ITQ.

Of those 30 customers, 5 distinct references must be provided for:

- a) Three (3) of the customers must have a minimum of 5 locations with an overall average of 50 users per location; and
- b) One (1) of the customers must have a minimum of 2 locations with an overall average of 100 users per location; and
- c) One (1) customer must have a minimum of 35 locations, geographically dispersed in a minimum of 6 provinces, states or territories.

The Respondent must provide this information in the attached spreadsheet with their response listing all 30 customers.

For customers identified as references in parts a), b) and c), Respondents must include contact names, emails and phone numbers, location count, overall average user count, and number of geographies served.

NOTE: Item c) geographically dispersed requirement, will be verified through reference check so Respondents are only required to include the count of geographies served in the spreadsheet.

Spreadsheet must identify which customers are Public or Private Sector.

Spreadsheet must include the starting month and year, and the ending month and year, of the 12-month period for each customer.

Reference Project for Mandatory Experience Requirement #3 for Annex B

RESPONDENT MUST COMPLETE ATTACHMENT 2.0 - ANNEX B REQUIREMENT #3: CUSTOMER LIST SPREADSHEET TO RESPOND TO THIS REQUIREMENT

ANNEX B: REQUIREMENT #4

Respondent Legal name

Respondent Address

Mandatory Experience Requirement #4

4. The Respondent must have:

- a) Provided support for IP Telephony goods and services, including installations, repairs, moves, adds, changes and maintenance for a customer in Canada and/or the U.S as a Prime Contractor for a period of at least 12 continuous months (which can include the implementation phase) in the last 5 years prior to the closing date of this ITQ; and,
- b) The customer supported by the Respondent must have a minimum of 1,000 users.

Reference Project for Mandatory Experience Requirement #4 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)

Confirmation must include the starting **month and year**, and the ending month and year, of the 12-month period.

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

ANNEX B: REQUIREMENT #5

Respondent Legal name

Respondent Address

Mandatory Experience Requirement #5 for Annex B

5. The Respondent must have a minimum of 2 Project Managers that are certified as PMP or Prince2 Practitioner in Canada at the time of closing of the ITQ.

Proposed Certified Resources:

Resource #1

- a) Name
- b) Contact Information
- c) Certification

Resource #2

- a) Name
- b) Contact Information
- c) Certification

ANNEX C: REQUIREMENT #2

Respondent Legal name

Respondent Address

Mandatory Requirement #2 for Annex C

2. Respondents may opt to qualify for Stream 1 based on 'equivalent products'. 'Equivalent products' means that they are equivalent in form, fit, function and quality to the OEM products that will be specified in the bid solicitation. In addition, any equivalent product must be fully interchangeable with the OEM products specified.

To qualify as a Certified OEM Reseller of an equivalent product, the **Respondent must:**

- a) Identify the OEM for the equivalent products;
- b) Identify at least two customers that have been provided IP Telephony goods / services with equivalent products to Cisco OEM products for a period of at least 12 continuous months (can include the implementation phase) in the last 5 years prior to the closing date of this ITQ;

At the time of bid, Respondents will be asked to provide the following supporting evidence for equivalent products:

- a) Complete specifications and descriptive literature for each substitute product;
- b) Compliance statements that include technical specifics;
- c) Clear identification of those areas in the specifications and descriptive literature that support the substitute product's compliance;
- d) Clearly identify the areas in the specifications and descriptive technical documentation that demonstrates the equivalency of the proposed product; and,
- e) If requested during the evaluation. The Bidder must provide a demonstration of its proposed equivalent product.

NOTE: For Respondents not seeking to Qualify for Stream 1 under an Equivalent Product – Submit this document as N/A

Reference Project for Mandatory Experience Requirement #2

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)

Confirmation must include the starting **month and year**, and the ending month and year, of the 12-month period.

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

OEM Equivalent Name

OEM Equivalent Certification

ANNEX C: REQUIREMENT #3

Respondent Legal name

Respondent Address

Mandatory Requirement #3 for Annex C

3. Respondent must have, at time of ITQ closing, a minimum of 5 certified technicians, where:
- a) At least 1 has current Cisco CCNP (Collaboration) Certification, in Canada; and,
 - b) If Respondent is proposing 'equivalent product', have current certifications from that OEM.

Proposed Certified Technicians:

Resource #1

- a) Name
- b) Contact Information
- c) Certification

Resource #2

- a) Name
- b) Contact Information
- c) Certification

Resource #3

- a) Name
- b) Contact Information
- c) Certification

Resource #4

- a) Name
- b) Contact Information
- c) Certification

Resource #5

- a) Name
- b) Contact Information
- c) Certification

ANNEX C: REQUIREMENT #4

Respondent Legal name

Respondent Address

Mandatory Requirement #4 for Annex C

4. Respondent must have, at time of ITQ closing:
- a) A minimum of 1 certified engineer with current Cisco CCIE Certification; and,
 - b) If Respondent is proposing 'equivalent product', have current certification from that OEM.

Proposed Certified Engineer(s):

Resource #1

- a) Name
- b) Contact Information
- c) Certification

Equivalent Product Resource #1 (if applicable)

- a) Name
- b) Contact Information
- c) Certification

ANNEX D: REQUIREMENT #2

Respondent Legal name

Respondent Address

Mandatory Requirement #2 for Annex D

2. Respondents may opt to qualify for Stream 2 based on 'equivalent products'. 'Equivalent products' means that they are equivalent in form, fit, function and quality to the OEM products that will be specified in the bid solicitation. In addition, any equivalent product must be fully interchangeable with the OEM products specified.

To qualify as a Certified OEM Reseller of an equivalent product, the **Respondent must:**

- a) Identify the OEM for the equivalent products;
- b) Identify at least two customers that have been provided IP Telephony goods / services with equivalent products to Avaya OEM products for a period of at least 12 continuous months (can include the implementation phase) in the last 5 years prior to the closing date of this ITQ; and,

At the time of bid, Respondents will be asked to provide the following supporting evidence for equivalent products:

- a) Complete specifications and descriptive literature for each substitute product;
- b) Compliance statements that include technical specifics;
- c) Clear identification of those areas in the specifications and descriptive literature that support the substitute product's compliance;
- d) Clearly identify the areas in the specifications and descriptive technical documentation that demonstrates the equivalency of the proposed product; and,
- e) If requested during the evaluation. The Bidder must provide a demonstration of its proposed equivalent product.

NOTE: For Respondents not seeking to Qualify for Stream 2 under an Equivalent Product – Submit this document as N/A

Reference Project for Mandatory Experience Requirement #2

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)

Confirmation must include the starting **month and year**, and the ending month and year, of the 12-month period.

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

OEM Equivalent Name

OEM Equivalent Certification

ANNEX D: REQUIREMENT #3

Respondent Legal name

Respondent Address

Mandatory Requirement #3 for Annex D

3. Respondent must have, at time of ITQ closing, a minimum of 5 certified technicians, where:
- a. At least 2 have current Avaya ACIS 7120 and ACIS 7130 Certifications, in Canada; and,
 - b. If Respondent is proposing 'equivalent product', have current certifications from that OEM.

Proposed Certified Technicians:

Resource #1

- a) Name
- b) Contact Information
- c) Certification

Resource #2

- a) Name
- b) Contact Information
- c) Certification

Resource #3

- a) Name
- b) Contact Information
- c) Certification

Resource #4

- a) Name
- b) Contact Information
- c) Certification

Resource #5

- a) Name
- b) Contact Information
- c) Certification

ANNEX D: REQUIREMENT #4

Respondent Legal name

Respondent Address

Mandatory Requirement #4 for Annex D

4. Respondent must have, at time of ITQ closing:
- a. A minimum of 1 certified engineer with current Avaya APSS Certification; and,
 - b. If Respondent is proposing 'equivalent product', have current certification from that OEM.

Proposed Certified Engineer(s):

Resource #1

- a) Name
- b) Contact Information
- c) Certification

Equivalent Product Resource #1 (if applicable)

- a) Name
- b) Contact Information
- c) Certification

ANNEX E – SECURITY REQUIREMENTS CHECKLIST (SRCL) STREAM 1

(Provided as a separate document)

ANNEX F – SECURITY REQUIREMENTS CHECKLIST (SRCL) STREAM 2

(Provided as a separate document)

ANNEX G - SUPPLY CHAIN INTEGRITY PROCESS

Note: Anticipated to be Mandatory Assessment at Bid Solicitation stage.

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 SCSi 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);ard 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.

**ATTACHMENT 1.0 - SSC STANDARD INSTRUCTIONS FOR
PROCUREMENT DOCUMENTS**

(Provided as a separate document)

**ATTACHMENT 2.0 - ANNEX B REQUIREMENT #3 CUSTOMER
REFERENCE SPREADSHEET**

(Provided as a separate document)

Form 1 - FEDERAL CONTRACTOR'S PROGRAM FOR EMPLOYMENT EQUITY CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder 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 Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with HRSDC-Labour.

OR

- A5.2. The Bidder 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 Bidder is not a Joint Venture.

OR

- B2. The Bidder 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)

Form 2 – FORMER PUBLIC SERVANT

Contracts awarded to Former Public Servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

"fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the

[Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

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

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;

- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.