# Request for Proposal For IT Service Management Tool (Ticketing System) for the Parliamentary Protective Service (PPS) Request for Proposal No: PPS-RFP-2021-088 Date of Issue: 2021-12-29 Submission Deadline: 2022-01-17

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#### PART 1 - INTRODUCTION

#### 1.1 <u>Invitation to Bidders</u>

This Request for Proposals ("the RFP") issued by the Parliamentary Protective Service (PPS) is an invitation to submit non-binding offers for the provision of **IT Service Management Tool** as further described in Appendix D, for the prices established in Appendix C. The Bidder selected pursuant to this RFP process will be informed in writing. Bidders not selected will also be informed in writing.

## **Consortium or Joint Venture Proposals**

Responses submitted by a Bidder that consists of more than one legal entity or person (such as consortia or joint ventures) will be accepted with the understanding that PPS shall regard only one of the parties of the consortium or joint venture as the prime Supplier. Responses shall clearly indicate which party is the prime Supplier. The prime Supplier shall be solely accountable for all additional parties. PPS will enter into an agreement only with the prime supplier.

#### 1.2 Type of Agreement for Deliverables

It is the Parliamentary Protective Service's intention to enter into an agreement with one legal entity. The term of the agreement is to be for a period of three (3) years, with options in favour of the Parliamentary Protective Service to extend the agreement on the same terms and conditions for up to three (3) one (1) year period.

#### 1.3 No guarantee of Volume of Work or Exclusivity of Agreement

The Parliamentary Protective Service makes no guarantee of the value or volume of work to be assigned to the successful Bidder. The agreement to be negotiated with the selected Bidder will not be an exclusive agreement for the provision of the described deliverables. The Parliamentary Protective Service may put in place an agreement with others for the same or similar deliverables to those described in the RFP or may obtain the same or similar deliverables internally.

#### 1.4 Submission Instructions

1.4.1 Bidders must submit their response in accordance with the following timetable and instructions.

Issue Date of RFP	2021-12-29
Deadline for Questions	2022-01-10 at 12:00 EDT
Submission Deadline	2021-01-17 at 14:00 EDT

The above timetable is a tentative schedule, and may be amended by the Parliamentary Protective Service at any time.

Bidders must submit their Submission Form (Appendix B) in the form prescribed herein by the Submission Deadline to the Parliamentary Protective Service Contact identified below in the manner set out below:

#### 1.4.2 Parliamentary Protective Service Contact:

Anne McMartin

E-mail: proposals-soumissions@pps-spp.parl.gc.ca

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#### **PART 1 – INTRODUCTION**

- 1.4.3 Responses must be submitted electronically to the email address listed above. No hard copies will be accepted.
- 1.4.4 Bidders are solely responsible for the delivery of their responses in the manner and time prescribed. Responses received after the Submission Deadline will be rejected.
- 1.4.5 All responses must include the following mandatory forms:
  - 1.4.5.1 Proposal Submission Form (Appendix B), completed in its entirety and signed by an authorized representative of the Bidder;
  - 1.4.5.2 Pricing Structure Form (Appendix C), completed in accordance with the instructions contained within Appendix C, Pricing Structure Form. Must be submitted in a separated document.
  - 1.4.5.3 Other than inserting the information requested on these mandatory forms, a Bidder may not make any changes to any of the forms.

#### 1.5 Communications During Solicitation Period

1.5.1 Unless otherwise specified, all enquiries concerning this RFP must be received by email no later than 12:00:00 (noon) on January 10th, 2022 to the following PPS contact:

Anne McMartin

Procurement

Ottawa ON K1A 0B8

Email: proposals-soumissions@pps-spp.parl.gc.ca

- 1.5.2 All questions submitted by Bidders by email to the PPS Contracting Authority will be deemed to be received once the email has entered the PPS' email inbox. No such communications are to be directed to anyone other than the PPS Contracting Authority named above in clause 1.5.1. Questions received after the closing time may not be answered.
- 1.5.3 PPS is under no obligation to provide additional information, and PPS will not be responsible for any information provided by or obtained from any source other than the PPS Contracting Authority.
- 1.5.4 It is the responsibility of the Bidder to seek clarification from the PPS Contracting Authority prior to the time set out in clause 1.5.1 on any matter it considers to be unclear. PPS will not be responsible for any misunderstanding on the part of the Bidder concerning the RFP or the procurement process.

#### 1.6 Amendment and Withdrawl of Responses

1.6.1 Bidders may amend their responses prior to the closing date of the RFP by submitting the amendment electronically to the PPS email address listed in 1.4.2. The amendment must contain the RFP title and number and the full legal name of the Bidder. Any such amendment should clearly indicate which part of the response the amendment is intended to replace.

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#### **PART 1 – INTRODUCTION**

1.6.2 At any time throughout the RFP process, a Bidder may withdraw a submitted response. To effect a withdrawal, a notice of withdrawal must be sent to the Parliamentary Protective Service Contact and must be signed by an authorized representative. The Parliamentary Protective Service is under no obligation to return withdrawn responses.

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#### PART 2 - EVALUATION OF PROPOSALS

#### 2.1 Evaluation of Responses

- 2.1.1 An Evaluation Team has been assembled to review the responses, assess their compliance against the selection and evaluation criteria of this RFP, and consider accepting the responses of one or more compliant Bidders. The criteria to be used by the Evaluation Team to assess and rate the responses are shown in Appendix E, Evaluation Criteria and Financial Evaluation. All aspects of the criteria should be thoroughly addressed by Bidders. Those Bidders responding with unqualified phrases such as "we comply", will not be rated as highly as those Bidders that described in some detail just how they comply.
- 2.1.2 While price is a factor in the selection of the successful Bidder(s), other criteria are weighted and will be evaluated accordingly.

#### 2.2 Stages of Evaluations

The Parliamentary Protective Service will conduct the evaluation of all proposals received in the manner and time provided in accordance with the following four (4) stages:

#### Stage I – Solution Criteria, Submission and Rectification

Stage I will consist of a review to determine which proposals are complete and provide all required information to perform the subsequent stages of evaluation. Bidders whose proposals are incomplete as of the Submission Deadline will be provided an opportunity to rectify any deficiencies related to completeness within the Rectification Period. Proposals failing to be deemed complete within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the Parliamentary Protective Service notifies a Bidder in writing.

#### 2.2.1 Proposal Submission Form

Proposals must include a Proposal Submission Form (Appendix B) completed in its entirety and signed by an authorized representative of the Bidder.

#### 2.2.2 Pricing Structure Form

Proposals must include a Pricing Structure Form (Appendix C).

- (a) prices must be provided in Canadian funds, inclusive of all applicable duties and taxes which should be itemized separately; and
- (b) prices quoted by the Bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Parliamentary Protective Service, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

#### Stage II - Evaluation of the Mandatory and Rated Criteria

Stage II will consist of an evaluation by the Parliamentary Protective Service of each complete proposal based on the mandatory and rated criteria.

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#### PART 2 - EVALUATION OF PROPOSALS

#### Stage III - Evaluation of Pricing

#### **Evaluation of Price**

Stage III will consist of a scoring of the pricing submitted. The evaluation of pricing will be undertaken after the evaluation of the rated criteria has been completed.

#### Cumulative Score and Selection of Highest Scoring Bidders

At the conclusion of Stage III, Bidders' scores from Stage II and Stage III will be added together and the two highest-ranked Bidders will be selected for Stage IV

#### Stage IV - Solution Demonstration

Up to the three highest-ranked Bidders may be invited to participate in scenario-based demonstration to demonstrate how their proposed ITSM solution meets the functional and technical requirements set out in the RFP. Specific scenarios will be constructed and provided to the bidders in advance of the testing date.

If any of the highest-ranked Bidders fail the functionality testing, the Parliamentary Protective Service may choose to invite the next highest ranked Bidder(s) to participate in functionality testing.

#### 2.3 <u>Basis of Selection for Negotiation</u>

The Bidder with the highest total evaluated score and whose systems has been deemed to have met the testing phase will be invited to enter into negotiation with the Service.

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#### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

#### 3.1 BIDDERS TO FOLLOW INSTRUCTIONS

Bidders should structure their responses in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable clause numbers of the RFP where that request was made.

In the event of any discrepancies between the English and French versions of this RFP, the English version of the RFP document will prevail.

In the event of any discrepancies between the notice posted on Buy and Sell and this RFP document, the information in this RFP document will prevail.

#### 3.2 COMMUNICATION OF RFP DOCUMENTS AND ADDENDA

The Parliamentary Protective Service will only post RFP documents and any associated Addenda via email.

#### 3.3 INFORMATION IN RFP AN ESTIMATE ONLY

The Parliamentary Protective Service makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the opportunity. It is the Bidder's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

#### 3.4 BIDDERS SHALL BEAR THEIR OWN COSTS

Each Bidder shall bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for acceptance testing or presentations.

### 3.5 COMMUNICATION AFTER ISSUANCE OF RFP

#### 3.5.1 Bidders to Review RFP

- 3.5.1.1 Bidders should promptly examine all of the documents comprising the RFP, and
  - (a) report any errors, omissions or ambiguities; and
  - (b) direct questions or seek additional information by email to the Parliamentary Protective Service Contact as set out in Part 1, clause 1.4.2.
- 3.5.1.2 The Parliamentary Protective Service is under no obligation to provide additional information, and the Parliamentary Protective Service is not responsible for any information provided by or obtained from any source other than the Parliamentary Protective Service Contact.
- 3.5.1.3 It is the responsibility of the Bidder to seek clarification from the Parliamentary Protective Service Contact on any matter it considers to be unclear. The Parliamentary Protective Service is not responsible for any misunderstanding on the part of the Bidder concerning the RFP or the procurement process.

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#### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

#### 3.5.2 All New Information to Bidders by Way of Addenda

- 3.5.2.1 The RFP may be amended only by an addendum in accordance with this clause. If the Parliamentary Protective Service, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Bidders by addenda. Each addendum forms an integral part of the RFP.
- 3.5.2.2 Such addenda may contain important information, including significant changes to the RFP. Bidders are responsible for obtaining all addenda issued by the Parliamentary Protective Service. In the Proposal Submission Form (Appendix B), Bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

#### 3.5.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda (if applicable), the Parliamentary Protective Service may at its discretion extend the Submission Deadline for a reasonable amount of time.

## 3.5.4 Verify, Clarify & Supplement

When evaluating responses, the Parliamentary Protective Service may request further information from the Bidder or third parties in order to verify, clarify or supplement the information provided in the Bidder's response. The Parliamentary Protective Service may revisit and re-evaluate the Bidder's response or ranking on the basis of any such information.

#### 3.5.5 No Incorporation by Reference

The entire content of the Bidder's response should be submitted in a fixed form (PDF format).

The content of websites or other external documents referred to in the Bidder's response will not be considered to form part of its response. Bidders should include any reference material they wish to be considered for evaluation within their response. Any material or documents outside the response will not be considered. Should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material should be included within the response. URL links to the Bidder's website will not be considered by the Parliamentary Protective Service Evaluation Team.

#### 3.5.6 Responses to be retained by the Parliamentary Protective Service

The Parliamentary Protective Service will not return the response or any accompanying documentation submitted by a Bidder.

#### 3.6 NEGOTIATIONS, NOTIFICATION AND DEBRIEFING

#### 3.6.1 **Selection of Highest-Ranked Bidder**

The highest-ranked Bidder, as established under Part 2, Evaluation of Responses, will receive a written invitation to enter into negotiations with the Parliamentary Protective Service.

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#### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

#### 3.6.2 **Timeframe for Negotiations**

The Parliamentary Protective Service intends to conclude negotiations with the highest-ranked Bidder within **five (5) business days** commencing from the date the Parliamentary Protective Service invites the highest-ranked Bidder to enter negotiations. A Bidder invited to enter into negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

#### 3.6.3 **Process Rules for Negotiation**

Any negotiations will be subject to the process rules contained in this Part 3, Terms and Conditions of the Procurement Process and Appendix B, Proposal Submission Form and will not constitute a legally binding offer to enter into an agreement on the part of the Parliamentary Protective Service or the Bidder. Negotiations may include requests by the Parliamentary Protective Service for supplementary information from the Bidder to verify, clarify or supplement the information provided in its response or to confirm the conclusions reached in the evaluation, and may include requests by the Parliamentary Protective Service for improved pricing from the Bidder.

#### 3.6.4 Terms and Conditions

The terms and conditions that will form any resulting agreement will be provided to the highestranked Bidder prior the commencement of the negotiation process, and will form the starting point for negotiation.

#### 3.6.5 Failure to Enter Into Agreement

Bidders should note that if the parties cannot execute an agreement within the allotted five (5) business days, the Parliamentary Protective Service may invite the next highest-ranked Bidder to enter into negotiations. In accordance with the process rules in this Part 3, Terms and Conditions of the Procurement Process and clause 2 of Appendix B, the Proposal Submission Form, there will be no legally binding relationship created with any Bidder prior to the execution of a written agreement. With a view to expediting agreement formalization, at the midway point of the above-noted timeframe, the Parliamentary Protective Service may elect to initiate concurrent negotiations with the next-highest-ranked Bidder. Once the above-noted timeframe lapses, the Parliamentary Protective Service may discontinue further negotiations with the highest-ranked Bidder. This process will continue until an agreement is formalized, until there are no more Bidders remaining that are eligible for negotiations or until the Parliamentary Protective Service elects to cancel the procurement process.

#### 3.6.6 Notification to Other Bidders

Other Bidders that become eligible for negotiations will be notified at the commencement of their respective negotiations. Once an agreement is executed between the Parliamentary Protective Service and a Bidder, the other Bidders may be notified directly in writing and/or will be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the agreement.

#### 3.6.7 **Debriefing**

Bidders may request a debriefing after receipt of a notification of award. All requests must be in writing to the Parliamentary Protective Service Contact and must be made within thirty (30) calendar days of notification of award. The intent of the debriefing information session is to aid the Bidder in

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#### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

#### 3.7 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

#### 3.7.1 **Conflict of Interest**

The Parliamentary Protective Service may disqualify a Bidder for any conduct, situation or circumstances, as solely determined by the Parliamentary Protective Service, that constitutes a Conflict of Interest. For the purposes of this clause, "Conflict of Interest" will have the meaning ascribed to it in clause 7 of the Proposal Submission Form (Appendix B).

#### 3.7.2 **Prohibited Bidder Communications**

Bidders will not engage in any communications as described in clause 7.1.2 of the Proposal Submission Form (Appendix B). Bidders should also take note of the Conflict of Interest declaration set out in the Proposal Submission Form (Appendix B).

#### 3.7.3 Bidder Not to Communicate with Media

Bidders may not at any time directly or indirectly communicate with the media in relation to the RFP or any agreement awarded pursuant to the RFP without first obtaining the written permission of the Parliamentary Protective Service Contact.

#### 3.7.4 **No Lobbying**

Bidders may not in relation to the RFP or the evaluation and selection process in respect thereof, engage in any form of political or other lobbying whatsoever to influence the selection of the approved Bidder(s). Further, no Bidder or any person affiliated to a Bidder will attempt to communicate in relation to the RFP or a Bidder's response, directly or indirectly, with any director, officer, employee or other representative of the Parliamentary Protective Service, except as expressly directed or permitted by the RFP.

#### 3.7.5 Illegal or Unethical Conduct

Bidders will not engage in any illegal bidding practices, including such activities as bid-rigging, price-fixing, bribery, fraud or collusion. Bidders will not engage in any unethical conduct, including lobbying or other inappropriate communications, offers of gifts to Parliamentary Protective Service employees, deceitfulness, submitting responses containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the procurement process.

#### 3.7.6 Past Performance or Inappropriate Conduct

The Parliamentary Protective Service may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct includes but is not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of a supplier to honour its pricing or other commitments made in a response or bid; or (c) any other conduct, situation or circumstance, as solely determined by the Parliamentary Protective Service, that constitutes a Conflict of Interest. For the purposes of this clause, "Conflict of Interest" will have the meaning ascribed to it in the Proposal Submission Form (Appendix B).

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#### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

#### 3.8 CONFIDENTIAL INFORMATION

- 3.8.1 All information provided by or obtained from the Parliamentary Protective Service in any form in connection with the RFP either before or after the issuance of the RFP
  - 3.8.1.1 is the sole property of the Parliamentary Protective Service and must be treated as confidential;
  - 3.8.1.2 is not to be used for any purpose other than replying to the RFP and the execution of any subsequent agreement;
  - 3.8.1.3 must not be disclosed without prior written authorization from the Parliamentary Protective Service; and
  - 3.8.1.4 will be returned by the Bidders to the Parliamentary Protective Service immediately upon the request of the Parliamentary Protective Service.

#### 3.8.2 Confidential Information of Bidder

Bidders should identify any information in their response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Parliamentary Protective Service. The confidentiality of such information will be maintained by the Parliamentary Protective Service, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their responses will, as necessary, be disclosed on a confidential basis, to the Parliamentary Protective Service's advisors retained for the purpose of evaluating or participating in the evaluation of their responses. If a Bidder has any questions about the collection and use of information pursuant to the RFP, questions are to be submitted to the Parliamentary Protective Service Contact.

#### 3.9 PROCUREMENT PROCESS NON-BINDING

#### 3.9.1 No Contract A and No Claims

The procurement process is not intended to create and does not create a Contract A bidding process nor any contractual or other legally enforceable obligations. The procurement process is instead governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

3.9.1.1 Neither the Bidder nor the Parliamentary Protective Service has the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of an agreement, failure to award an agreement or failure to honour a response to the RFP.

#### 3.9.2 No agreement until execution of written agreement

The procurement process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between a Bidder and the Parliamentary Protective Service by the procurement process. An agreement will only exist following successful negotiation and execution of a written agreement for the acquisition of goods and/or services.

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#### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

#### 3.9.3 Non-binding price estimates

While the pricing information provided with responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of responses and the ranking of the Bidders. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could have an adverse impact on any such evaluation, ranking or agreement award.

#### 3.9.4 **Disqualification for Misrepresentation**

The Parliamentary Protective Service may disqualify the Bidder or rescind an agreement subsequently entered into if the Bidder's response contains misrepresentations or any inaccurate, misleading or incomplete information.

#### 3.9.5 References and Past Performance

The Parliamentary Protective Service's evaluation may include information provided by the Bidder's references and may also consider the Bidder's past performance on previous agreements with the Parliamentary Protective Service.

#### 3.9.6 Cancellation

The Parliamentary Protective Service may cancel or amend this procurement process without liability at any time.

#### 3.10 GOVERNING LAW AND INTERPRETATION

#### 3.10.1 Governing Law

The terms and conditions in this Part 3, Terms and Conditions of the Procurement Process are:

- 3.10.1.1 included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- 3.10.1.2 non-exhaustive (and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- 3.10.1.3 to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

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#### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 1. GOVERNING LAWS AND JURISDICTION

The Framework Agreement shall, for all purposes, be governed by and construed in accordance with the laws of the Province of Ontario. The Supplier irrevocably attorns to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this agreement and related purchase orders.

#### 2. PRIORITY OF DOCUMENTS

The documents specified below form part of and are incorporated into the Framework Agreement. If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears shall prevail over the wording of any document that subsequently appears on the list.

- 2.1. Section A, Framework Agreement Terms and Conditions;
- 2.2. Section B, Statement of Requirements;
- 2.3. Section C, Pricing Structure;
- 2.4. Appendix A, Resulting Purchase Orders Terms and Conditions.

#### 3. TIME IS OF THE ESSENCE

The work must be performed within or at the time stated in the Framework Agreement or any Purchase Order issued against the Framework Agreement.

#### 4. **REQUIREMENT**

The Supplier shall use the methodology described in its proposal, provide the services required to meet the requirements set out in Section B, as specified in this Framework Agreement.

#### 5. STATUS OF CAPACITY

The Supplier has represented and does hereby warrant that:

- 5.1 it has the personnel, experience, qualifications, equipment, facilities and all other skills and resources necessary to provide the goods and/or services to the Parliamentary Protective Service required herein and to do so in an efficient and timely manner, and
- 5.2 all goods and/or services provided under this agreement shall meet or exceed industry standards and shall be provided in accordance with applicable law.

#### 6. PERIOD OF FRAMEWORK AGREEMENT

6.1 The Supplier will perform the tasks and provide the services outlined herein and any attached Schedules and/or Appendices, from the date of award for a period of three (3) year, in accordance with the Terms and Conditions listed herein.

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#### A - FRAMEWORK AGREEMENT TERMS AND CONDITIONS

- The Parliamentary Protective Service reserves the irrevocable option of extending this agreement under the same terms and conditions for an additional two (2) one (1) year periods.
- 6.3 The last day of the term or any extension of the term of this agreement indicated on page one (1) shall be known as the expiry date. This is the last day that an order may be issued pursuant to this agreement. All such orders are to be honoured, notwithstanding that delivery will occur after the expiry date of the Framework Agreement. Delivery must be completed within thirty (30) days after the expiry date of this Framework Agreement. No order is to be issued pursuant to this Framework Agreement after the expiry date.

#### 7. PRICE CERTIFICATION

Negotiated prices will be firm for the period of the Framework Agreement. Any subsequent price increase must be submitted and justified in writing with a thirty (30) calendar days' notice and must be approved by the Parliamentary Protective Service' Contracting Authority.

#### 8. LIMITATION OF EXPENDITURE

No increase in the total liability of the Parliamentary Protective Service with regard to the price of the goods and/or services resulting from any design changes, modifications or interpretation of specifications, will be authorized or paid to the Supplier, unless such design changes, modifications or interpretations of specifications have been approved by the Parliamentary Protective Service's Contracting Authority in writing prior to their incorporation in the work.

#### 9. TRAVEL EXPENSE PROVISION

The cost of the travel, accommodation and meals incurred by the Supplier are for the Supplier's account and will not be paid by the Parliamentary Protective Service.

#### 10. GOODS AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST)

The GST or any other federal tax such as the HST is not included in the firm price. This tax, to the extent applicable, is to be shown separately on all invoices and will be paid by the Parliamentary Protective Service. The Supplier's federal tax registration number must appear on invoices when that federal tax is being charged. The Supplier agrees to bill and collect any applicable federal tax and to remit to the Canada Revenue Agency any federal tax received from the Parliamentary Protective Service.

#### 11. PROVINCIAL SALES TAX (PST) IN PROVINCES OTHER THAN QUEBEC

- 11.1 The Parliamentary Protective Service is PST exempt, but is subject to GST and HST as indicated in clause 10.
- 11.2 If a PST license number or a signed certificate of exemption is required, it will be provided upon request. The Parliamentary Protective Service recognizes the requirements set out in the legislation of the provinces where PST applies and, as such, all purchasing orders, purchase documents, acquisition card forms and agreements issued by the Parliamentary Protective Service will make reference to the appropriate PST licence number.

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#### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 12. QUEBEC SALES TAX (QST)

- 12.1 The Parliamentary Protective Service will pay the QST, if applicable.
- 12.2 The QST is not included in the firm price. This tax, to the extent applicable, is to be shown separately on all invoices. The Supplier agrees to invoice and collect from the Parliamentary Protective Service the QST and to further remit it to Revenue Quebec as required. The Supplier's QST registration number must appear on invoices when that tax is being charged.

#### 13. PROVINCIAL ANCILLARY TAXES AND REGULATORY CHARGES

- 13.1 For the purpose of this clause, an ancillary tax is a tax levied pursuant to a provincial statute other than the provincial retail sales tax legislation or its equivalent and the primary aspect of which is to raise revenue, whereas a regulatory charge is a charge introduced in a provincial legislative instrument other than in retail sales tax legislation or its equivalent and whose primary purpose is to finance a regulatory scheme.
- 13.2 The Parliamentary Protective Service is exempt from paying any ancillary taxes, but agrees to pay any applicable regulatory charge. In the event that a regulatory charge applies, it will not be included in the firm price.

#### 14. ORDER FORM

If the Parliamentary Protective Service wishes to acquire services pursuant to this Framework Agreement, the following terms and conditions will apply:

- 14.1 The Parliamentary Protective Service shall request services, using a Parliamentary Protective Service Purchase Order (PO).
- 14.2 It is understood and agreed that no contractual obligation exists until the Supplier's offer is accepted by the Parliamentary Protective Service in whole or in part by means of a PO. In addition, the liability of the Parliamentary Protective Service under this Framework Agreement shall be limited to the actual amount of services ordered under each PO and under no circumstances beyond the financial limitation specified herein unless otherwise agreed to between the parties and reflected with an amendment to this Framework Agreement or any resulting PO.
- 14.3 It is understood and agreed that the terms and conditions herein and as set out in as Appendix A, Terms and conditions for resulting Purchase Orders (as amended from time to time at the discretion of the Parliamentary Protective Service) shall apply to services covered by a PO.

#### 15. PRICING

For the successful provision of the goods and services detailed herein, the Supplier shall be paid according to the pricing schedule of this Framework Agreement. The prices are excluded of any PST, QST, GST and HST taxes and should include all applicable Canadian customs and excise taxes, and are FOB Destination.

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#### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 16. METHOD OF PAYMENT

- 16.1 Subject to the approval of the appropriate authority of the Parliamentary Protective Service, payment by the Parliamentary Protective Service for goods and/or services will be made within thirty (30) days following the date on which goods and/or services have been received in accordance with the terms and conditions of the agreement or within thirty (30) days following the date on which an invoice has been received by the Parliamentary Protective Service' Financial Management Operations, along with the substantiating documentation, whichever date is the later.
- 16.2 Final payment will not be made until all deliverables have been submitted and judged satisfactory by the Parliamentary Protective Service' Project Authority.
- All invoices must indicate the above Framework Agreement number and any applicable PO number and are to be submitted by email to <a href="mailto:finance-finances@pps-spp.parl.gc.ca">finance-finances@pps-spp.parl.gc.ca</a> and/or to the PPS Project Authority named in Section 33.

#### 17. CANCELLATION OF FRAMEWORK AGREEMENT

- 17.1 The Framework Agreement may be terminated at any time and for any reason by the Parliamentary Protective Service with a ten (10) working days written notice.
- 17.2 The Framework Agreement may be terminated in writing at the discretion of the Parliamentary Protective Service, without prior notice, if the Supplier is for any reason unable to provide the goods or services required under the Framework Agreement.
- 17.3 The Framework Agreement may be terminated at the discretion of the Parliamentary Protective Service if, during the term of the Framework Agreement all or any part of the property, goods or effects of the Supplier are at any time seized or taken in execution or by attachment or if the Supplier makes an unauthorized assignent or becomes bankrupt or insolvent.
- 17.4 Upon the termination of the Framework Agreement prior to the expiry date, the Supplier shall be entitled to be paid an amount that, by mutual agreement of both parties, is equal to the work performed by the Supplier for the Parliamentary Protective Service to the date of termination, less any amounts that have previously been paid to the Supplier and any expenses reasonably incurred.
- 17.5 In the event of termination, the Supplier must forthwith give to the Parliamentary Protective Service all completed work and work-in-progress, including all software, data, programs, systems documentation, research, reports, papers, materials and other information relating to the completed work and work-in-progress.

#### 18. AMENDMENTS TO FRAMEWORK AGREEMENT

No modification to the Framework Agreement shall be valid unless it is in writing and signed by each party hereto. All proposed changes to the agreement must be submitted to the Parliamentary Protective Service' Contracting Authority identified in clause 34.

# CONTINUATION

#### A - FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 19. CONFIDENTIALITY

- 19.1 All information relating to the affairs of the Parliamentary Protective Service or of its employees, to which the Supplier, or any officer or servant of the Supplier, becomes privy as a result of the work to be done under the agreement must be treated as confidential during and after the performance of the services.
- 19.2 Upon expiry or termination of the Framework Agreement, if requested by the Parliamentary Protective Service, the Supplier agrees to destroy all documentation and expunge all data received by the Supplier or any officer or servant of the Supplier from the Parliamentary Protective Service during the period of the Framework Agreement.

#### 20. INDEPENDENT SUPPLIER

It is the intention of the parties that the agreement is for the performance of services and/or the provision of goods and the Supplier is engaged as an independent Supplier providing goods and/or services to the Parliamentary Protective Service, and that neither the Supplier nor his/her employees, agents or representatives are engaged as Parliamentary Protective Service employees, and are not subject to the terms and conditions of employment applicable to Parliamentary Protective Service employees.

#### 21. ASSIGNMENT OF FRAMEWORK AGREEMENT

The Framework Agreement may not be assigned, sub-contracted or transferred in any manner by the Supplier without the prior written consent of the Parliamentary Protective Service's Contracting Authority and any assignment, subcontract, or transfer made without that consent is void and of no effect.

#### 22. NO IMPLIED OBLIGATIONS

No implied obligation of any kind by or on behalf of the Parliamentary Protective Service shall arise from anything in the Framework Agreement, and the express covenants and agreements herein contained and made by the Parliamentary Protective Service are and shall be the only covenants and agreements upon which any rights against the Parliamentary Protective Service are to be founded; and, without limiting the generality of the foregoing, the Framework Agreement supersedes all communications, negotiations and prior arrangements, either written or oral, relating to the work and made prior to the execution date of the Framework Agreement.

#### 23. PERFORMANCE

The Supplier will report the performance under the Framework Agreement to the Parliamentary Protective Service in whatever format and frequency the Parliamentary Protective Service may require.

#### 24. CONFLICT OF INTEREST

24.1 No employees of the Parliamentary Protective Service shall be admitted to any share or part of the Framework Agreement or to any benefit arising there from.

# **CONTINUATION**

#### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

24.2 The Supplier must not extend entertainment, gifts, gratuities, discounts or special services regardless of value to Parliamentary Protective Service employees or their families. The Supplier has the responsibility to report to the Parliamentary Protective Service any attempts by Parliamentary Protective Service employees, their families, to obtain such favours.

## 25. PUBLIC CEREMONY AND/OR ADVERTISING

- 25.1 The Supplier must not allow or permit any public ceremony in connection with the Framework Agreement.
- 25.2 The Supplier must not erect or permit the erection of any sign or advertising without the Parliamentary Protective Services' prior written consent.
- 23.3 The Supplier agrees not to use the name of the Parliamentary Protective Service, or any reference to the Parliamentary Protective Service, in any manner of advertising.

#### 26. SECURITY REQUIREMENTS

- 26.1 PPS will perform a security clearance verification, at the level of Site Access, for Supplier resources working with PPS information or on PPS premises.
- 26.2 The Supplier must not distribute or remove any PPS information or assets from the work site(s) except where approved in writing by the PPS Project Authority. All information provided to and developed by the Supplier will remain the property of PPS. The Supplier and its resources will not reproduce, use, divulge, release or disclose any PPS information they become aware of during the performance of work under this agreement.

#### 27. <u>DAMAGES TO PREMISES</u>

Where the performance of the work requires the presence of the Supplier's personnel on Parliamentary Protective Service premises, the Supplier must take the same care of the premises occupied as it would its own property and will be responsible for any damage to the Parliamentary Protective Service premises or equipment caused by the negligence of its officers, employees, representatives, or agents.

#### 28. <u>INDEMNIFICATION</u>

The Supplier hereby undertakes to save harmless and agrees to indemnify the Parliamentary Protective Service and its employees against any liability whatsoever (including any claims, demands, losses, damages, costs, charges and expenses) that is incurred by the Parliamentary Protective Service and its employees as a direct or indirect result of the conduct of the Supplier, its agents, employees, representatives, or anyone acting on its behalf in the performance of this Framework Agreement.

# **CONTINUATION**

#### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 29. PROPRIETARY RIGHTS

All software, data, programs, system documents, research, reports, papers, material and information owned by the Supplier and used in the performance of the services under this agreement are, and will remain, the property of the Supplier, unless otherwise agreed by both parties. All software, data, programs, system documents, research, reports, papers, material, information, trademarks, patents, copyrights and industrial designs arising out of the Supplier's performance of its obligations under this agreement and paid for by the Parliamentary Protective Service under this agreement are the property of the Parliamentary Protective Service and neither the Supplier nor any officer, employee, representative, or agent of the Supplier shall divulge, release, or publish anything related to performance under this Framework Agreement without first obtaining the written permission of the Parliamentary Protective Service's Project Authority.

#### 30. LICENCES AND PERMITS

The Supplier will be solely responsible for obtaining from the regulatory authorities under whose jurisdiction it operates and to which it is subject, all approvals, licences, certificates or other requirements connected with the subject matter of this Framework Agreement, including licences to use copyrighted software in the performance of the work. The Supplier must, upon request, provide copies of any documents evidencing such approval, licences, certificates or other requirements to the Parliamentary Protective Service's Project Authority.

#### 31. ENVIRONMENTAL PRACTICES

The Supplier shall maintain or exceed the environmental practices indicated in its offer for the duration of the Framework Agreement.

#### 32. REPRESENTATION

The Supplier and the Parliamentary Protective Service shall each appoint a representative to discuss any problems arising pursuant to the provisions contained in the Framework Agreement. The representative so appointed by the Parliamentary Protective Service shall be the Parliamentary Protective Service' Project Authority as referred to in this Framework Agreement.

#### 33. PARLIAMENTARY PROTECTIVE SERVICE AUTHORITIES

The following individuals shall act as the Parliamentary Protective Service's respective authorities:

Anne McMartin Senior Procurement Officer
165 Sparks Street, Room 611 Ottawa, ON K1A 0A6 Tel: 613-943-4095 Email:proposals-soummissions@pps- spp.parl.gc.ca
C T E

# CONTINUATION

#### **Anne McMartin**

Senior Procurement Officer 165 Sparks Street, Room 611 Ottawa, ON K1A 0A6

Tel: 613-943-4095

Email:proposals-soumissions@pps-spp.parl.gc.ca

The preceding authorities may delegate their authority and act through their duly appointed representative.

#### 34. SUPPLIER REPRESENTATIVES

The following individuals shall act as the Supplier's representatives:

Contracting Signing Authority	Account Manager (Primary Contact)
To be completed following Agreement Award.	To be completed following Agreement Award.
Other	
To be completed following Agreement Award.	

#### 35. NOTICE

All notices to the Parliamentary Protective Service, including a change to the Supplier's coordinates, must be provided in writing to:

Parliamentary Protective Service Procurement 155 Queen Street, #500 Ottawa ON, K1A 0A6

E-mail: ppsc-aspp@parl.gc.ca

#### 36. SUBSTITUTION OF PERSONNEL

- 36.1 When specific persons have been named in the Supplier's proposal, the Supplier shall provide the services of the persons so named unless the Supplier is unable to do so for reasons beyond its control.
- 36.2 If at any time the Supplier is unable to provide the services of any specific person named in the Framework Agreement, for reasons beyond its control, or if the Parliamentary Protective Service' Project Authority requires the replacement of any individual, the Supplier shall provide a replacement with similar qualifications and experience that is acceptable to the Parliamentary Protective Service' Project Authority.
- 36.3 The Supplier shall, prior to replacing any specific personnel, give notice to the Parliamentary Protective Service' Project Authority of:
  - 36.3.1 the reason for the removal of the named person from the Work (if such removal was not requested by the Parliamentary Protective Service); and
  - 36.3.2 the name, qualifications and experience of the proposed replacement person.

# **CONTINUATION**

#### A - FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 37. FRAMEWORK AGREEMENT REFRESH

The Parliamentary Protective Service reserves the right to award agreement(s) to additional qualified suppliers, should the Parliamentary Protective Service determine, in its sole discretion, that such additional qualified suppliers are required to meet its requirements. The Parliamentary Protective Service may exercise this option at any time but will not do so more than once per year.

# **CONTINUATION**

#### APPENDIX B - PROPOSAL SUBMISSION FORM

#### 1. BIDDER INFORMATION

Please fill out the following form, and name one person to be the contact for the proposal and for any clarifications or amendments that might be necessary.		

#### 2. <u>ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS</u>

The Bidder acknowledges that this procurement process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process is not intended to create and does not create a Contract A bidding process nor any contractual or other legally enforceable obligations, and that there will be no legal relationship or obligations created until the Parliamentary Protective Service and the selected Bidder have executed a written agreement.

### 3. <u>ABILITY TO PROVIDE DELIVERABLES</u>

The Bidder has carefully examined the RFP documents and has a clear and comprehensive knowledge of the deliverables required under the RFP. The Bidder represents and warrants its ability to provide the deliverables required under the RFP in accordance with the requirements of the RFP for the prices set out in the Appendix C - Pricing Structure Form. The Bidder has provided a list of any subcontractors to be used to complete the proposed agreement. The Bidder encloses herewith as part of the proposal the mandatory forms set out below:

<sup>\*</sup>In the case of a Consortium or Joint Venture, in addition to indicating who the prime supplier will be, Bidders must name the other parties that comprise the consortium or joint venture and their legal relationship. If Bidders plan to use subcontractors, the names of their subcontractors must be listed as well.

## CONTINUATION

#### APPENDIX B - PROPOSAL SUBMISSION FORM

FORM	INITIAL TO ACKNOWLEDGE
Proposal Submission Form	
Pricing Structure Form	

Notice to Bidders: There may be forms required in the RFP other than those set out above. See the Mandatory Criteria section of the RFP for a complete listing of mandatory forms.

#### 4. NON-BINDING PRICE ESTIMATES

The Bidder has submitted its prices in accordance with the instructions in the RFP and in the Pricing Structure Form set out in Appendix C. The Bidder confirms that the pricing information provided is accurate. The Bidder acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

#### 5. ADDENDA

The Bidder has read and accepted all addenda issued by the Parliamentary Protective Service. The onus remains on Bidders to make any necessary amendments to their proposal based on the addenda. The Bidder confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line:

#### 6. PROHIBITED CONDUCT

The Bidder declares that it has not engaged in any conduct prohibited under clause 7 of Part 3 – Terms and Conditions of the Procurement Process, Conflict of Interest and Prohibited Conduct.

#### 7. CONFLICT OF INTEREST

For the purposes of this clause, the term "Conflict of Interest" means:

- 7.1 in relation to the procurement process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
  - 7.1.1 having, or having access to, confidential information of the Parliamentary Protective Service in the preparation of its proposal that is not available to other Bidders;
  - 7.1.2 communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
  - 7.1.3 engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

## CONTINUATION

#### APPENDIX B - PROPOSAL SUBMISSION FORM

- 7.2 in relation to the performance of its contractual obligations contemplated in the agreement that is the subject of this procurement, the Bidder's other commitments, relationships or financial interests:
  - 7.2.1 could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
  - 7.2.2 could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the Bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

proposal, and/or the Bidder foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the RFP.	paration of its he contractual
If the Bidder declares an actual or potential Conflict of Interest by marking the box above, the set out below details of the actual or pxotential Conflict of Interest:	e Bidder must
	obligations contemplated in the RFP.  If the Bidder declares an actual or potential Conflict of Interest by marking the box above, the

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the Parliamentary Protective Service and have ceased that employment within twenty-four (24) months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Service Area:
Last Date of Employment with the Parliamentary Protective Service:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

The Bidder agrees that, upon request, the Bidder will provide the Parliamentary Protective Service with additional information from each individual identified above in the form prescribed by the Parliamentary Protective Service.

# **CONTINUATION**

#### APPENDIX B - PROPOSAL SUBMISSION FORM

#### 8. <u>DISCLOSURE OF INFORMATION</u>

The Bidder hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this proposal by the Parliamentary Protective Service to the Parliamentary Protective Service's advisors retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness	Signature of Bidder Representative
Name of Witness	Name and Title
	Date:
	I have authority to bind the Bidder and attest to the accuracy of the information provided in this proposal.

# **CONTINUATION**

#### APPENDIX C - PRICING STRUCTURE FORM

#### 1. PRICING

Prices quoted must include all costs, labour, material, overhead, general and administrative expenses and profit, but be exclusive of the Goods and Services Tax (GST) (or other applicable Federal Tax), and must be quoted in Canadian dollars

Estimating assumptions: 1 test and 1 production environment; approx. 50 Business Administrators; approx. 400 Business users.

Products and Services	Description of	Annual Cost Estimate Breakdown				
	Products and					
	Services and pricing					
	model	Year 1	Year 2	Year 3	Year 4	Year 5
ITSM Software (Test & Prod)						
113W 30Hware (Test & Prou)						
Professional Services for						
Configuration/Implementation/Training						
Annual Maintenance and Support						
Services (Test & Prod)						
Total Estimate for Cost of Ownership						
(Years 1-5)						

# CONTINUATION

#### APPENDIX D - STATEMENT OF REQUIREMENTS

#### 1. TITLE

IT Service Management Tool – Ticketing System

#### 2. BACKGROUND

On June 23, 2015, the Parliamentary Protective Service was created by law under the Parliament of Canada Act. The Speaker of the Senate and the Speaker of the House of Commons are, as the custodians of the powers, privileges, rights and immunities of their respective Houses and of the members of those Houses, responsible for the Service. The newly created parliamentary entity amalgamated the former Senate Protective Service, House of Commons Security Services, and detection specialists, into a single unified security service to serve the Parliament of Canada. While the Director of the Service must be a member of the Royal Canadian Mounted Police (RCMP) by law, he or she has control and management of the daily operations of the organization.

The Director executes his or her mandate under the joint general policy direction of the Speaker of the Senate and the Speaker of the House of Commons. The Speakers of both Houses, being responsible for the Service, and the Minister of Public Safety and Emergency Preparedness have entered into an arrangement to have the RCMP lead the physical security operations of the Service.

#### 3. OBJECTIVES

The objective for the ITSM tool is to help PPS provide better support to internal clients and partners by logging and tracking issues. It will also provide a means to assess team performance, improve communications within the team and build a knowledge library for troubleshooting issues.

The tool will be used by several sectors within PPS to track any requests for service, reporting of issues or other similar activities.

#### 4. **DEFINITIONS**

TERM/ACRONYM	DEFINITION
Service	Parliamentary Protective Service
Contracting Authority	The Contracting Authority shall be the sole authority on behalf of the Service for the administration and management of the FA. Any changes to the FA must be authorized in writing by the Contracting Authority. Suppliers shall not perform work in excess of or outside the scope of the FA based on written requests from any personnel from thr Service other than the Contracting Authority. The Contracting Authority for this requirement is named in clause 34 of the Terms and Conditions.
Framework Agreement (FA)	An overarching agreement between the Service and a Supplier to provide services on an as-and-when-requested basis. A FA does not constitute a Contract. Individual service requirements will be initiated via a Purchase Order (PO). Upon acceptance of the PO by the Supplier, the PO forms a binding contractual commitment.

# **CONTINUATION**

ITSM Tool	Information Technology Service Management Tool
Parliamentary	For the purposes of this agreement, the Parliamentary precinct refers
Precinct	to buildings situated North and South of Wellington Street in the city
	of Ottawa that are occupied by the Service.
Project Authority (PA)	A person, occupying a specific position within the Service or fulfilling a specific organizational function, who is responsible for administration and management of any PO's and monitoring the Suppliers' execution of the work under the FA, as well as acting as a single point of contact on behalf of the Service.
SOR	Statement of Requirements
Supplier(s)	The qualified supplier(s) selected pursuant to the competitive selection process, who under a valid FA are eligible to be considered for any resulting PO based on the Work Allocation Procedure defined herein.

#### 5. PPS TECHNICAL ENVIRONMENT

- Microsoft Windows 10, 64 bits
- O365, office 2016 and higher
- Microsoft Edge and Google Chrome
- Desktop, Laptops and Surface Pros
- iOS and Android Devices

## **Technical Information**

**Back-end and Integration Components** 

- Microsoft Azure
- On Prem and Cloud Active Directory

# CONTINUATION

#### **APPENDIX D - STATEMENT OF REQUIREMENTS**

#### 6. SCOPE OF REQUIREMENT

The Service has identified a need for a cloud-based ticketing solution that is modular with features and functionalities to automate workflows for incident and request management with reporting capabilities, a knowledge base, service catalogue, dashboards and a self-service portal with the ability to submit requests. The service catalogue feature shall allow different business functions in PPS to manage different types of tickets independently with the ability to designate an administrator for each business function.

- 6.1 The solution being sought by the Service shall address, at a minimum, the following business functions:
  - Incident Management
  - Service Request Management
  - Service Catalog
  - Service Level Management
  - Knowledge Management
  - Reporting and Analytics
- 6.2 The Bidder shall be responsible for system configuration and unit testing of the proposed solution in accordance with negotiated timelines.
- 6.3 The Bidder shall provide training for technical aspects of the solution as well as for end-users following solution testing and acceptance.
- 6.4 The Bidder shall provide maintenance, technical support and upgrades once the solution is fully implemented.

#### 7. WORK LOCATION

Project work is anticipated to be conducted via videoconference or teleconference, however if any in person meetings are required, they will be at the PPS location in Ottawa.

# **CONTINUATION**

#### APPENDIX E - EVALUATION CRITERIA AND FINANCIAL EVALUATION

#### 1. EVALUATION CRITERIA COMPLIANCE

- 1.1 Each response will be evaluated separately, against the Evaluation Criteria contained herein.
- 1.2 It is the Bidder's responsibility to ensure that their response provides sufficient evidence for the PPS Evaluation Team to assess the compliance of the response with the criteria listed in this RFP.
- 1.3 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's response is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the PPS Evaluation Team will be taken into consideration.
- 1.4 Bidders must include any reference material they wish to be considered for evaluation within their response. Any material or documents outside the response will not be considered. Should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material should be included within the response. URL links to the Bidder's website will not be considered by the PPS Evaluation Team.
- 1.5 Responses will be evaluated in accordance with the four (4) stages identified in Part 2 of the RFP, Section 2.2, Stages of Evaluation.

#### 2. COMPLIANCE MATRIX

Bidders are asked to complete the following Compliance Matrices below and Response Templates and submit with their response. The Criteria Compliance Matrices (below, Mandatory and Rated) will be used by the PPS Evaluation Team to find the required information in the Bidder's response. Bidders should include information on where within their response evidence can be found to support their compliance with each individual criterion.

#### 3. FINANCIAL EVALUATION

- 3.1 The Bidder's Financial response is worth thirty (30%) of the overall point total.
- 3.2 Bidders must complete the Pricing Structure Form in Appendix C, Pricing Structure. Pricing will be scored based on a relative pricing formula using the methodology set out below in 3.3.
- 3.3 Each Bidder will receive a percentage of the total possible points allocated to price by dividing that Bidder's total estimated price into the lowest bid total estimated price. For example, if a Bidder's offered price is \$120.00 and that is the lowest bid price, that Bidder receives 100% of the possible points (120/120 = 100%). A Bidder who offers a price of \$150.00 receives 80% of the possible points

# **CONTINUATION**

120/150 = 80%), and a Bidder who offers a price of \$240.00 receives 50% of the possible points (120/240 = 50%).

Lowest rate Second-lowest rate	х	Total available points = Score for offer with second-lowest rate
Lowest rate Third-lowest rate	X	Total available points = Score for offer with third-lowest rate
And so on, for each	offer.	

# **CONTINUATION**

#### APPENDIX E - EVALUATION CRITERIA AND FINANCIAL EVALUATION

## **MANDATORY CRITERIA (STAGE I)**

The Bidder's proposed solution must meet the following Mandatory Criteria.

**TABLE 1.1 – Mandatory General Requirements** 

Ref.	Mandatory General Requirements	Bidder's Proposal Reference
MG1	The software must provide a Canadian French and English interface to the end users. Describe how this works, in terms of language choice, switching languages, screen displays, error messages, etc.	
MG2	The ITSM Solution must have the capability to create, classify, update, and close or cancel any ITSM request. There must be workflows for tickets management with reporting capabilities and a self-service portal with the ability to submit requests.	
MG3	Access to the application, specific screens in the application and data access must be secured through authentication and role-based authorization.	
MG4	The Cloud Service Provider must implement controls to ensure appropriate isolation of resources such that PPS Information Assets are not co-mingled with other tenant data, while in use, storage or transit, and throughout all aspects of the Cloud Service Provider's Service's and Cloud Service Provider Infrastructure's functionality and system administration. This includes implementing access controls and enforcing appropriate logical or physical segregation to support:  (a) The separation between Cloud Service Provider's internal administration from resources used by its customers; and  (b) The separation of customer resources in multi-tenant environments to prevent one malicious or compromised consumer from affecting the service or data of another.	
	demonstrates how the Cloud Service Provider of the proposed Services complies with the requirements.	
MG5	The Cloud Service Provider must provide the capability to PPS to store and protect its information at rest and in motion, including data in backups or maintained for redundancy purposes within the geographic boundaries of Canada.	

# **CONTINUATION**

#### APPENDIX E - EVALUATION CRITERIA AND FINANCIAL EVALUATION

## **RATED CRITERIA (STAGE II)**

Bidders whose solution has met the Mandatory Criteria will be evaluated on the basis of the Rated Criteria.

**Table 2.1: Rated General Requirements** 

Ref.	Rated General Requirements	Bidder's Proposal Reference
RG1	All User Interfaces (UI) may be altered to match Parliamentary Protective Service brand (logos, colors).	
RG2	Ability to configure the content of email notifications, error messages and help content.	
RG3	Reports may be built and manipulated by end-users including choice of columns, filtering, sorting and sub-totals. Describe the report functionality.	
RG4	If reporting requires any additional software, plug-ins or add-ons, describe the requirement, licensing, training and documentation.	
RG5	Describe options for Reports to be exported to other formats, for example XLS, CSV, PDF and how the export function treats formatting.	
RG6	Describe end-user training options, whether English and French instructors and materials are available, and recommendations.	
RG7	Describe training that will be provided for technical aspects of the system, including whether it will be conducted on premise or by videoconference.	
RG8	Describe approach for knowledge transfer and documentation such that PPS may handle support and configuration after the project implementation.	
RG9	Describe post-project support including hours of coverage. Note that PPS is located in the Eastern time zone.	
RG10	Describe the maintenance and support packages available to deal with different levels of incidents as well as escalation procedure, including ongoing updates and enhancements.	
RG11	<ul> <li>Provide a product roadmap for the solution, detailing the strategy for the product over the next five (5) years. The product roadmap should also include the following details:</li> <li>How many times has the product been updated in the last three (3) years?</li> <li>What specific updates have been released impacting users, planned vs unplanned?</li> <li>Is there a community of users where product enhancements are being discussed with the vendor?</li> </ul>	

# **CONTINUATION**

Ref.	Rated General Requirements	Bidder's Proposal Reference
RG12	Describe Professional services to assist with the configuration and implementation of the solution.	
RG13	The software must be capable of providing Single Sign-on with the PPS Windows AD identities.	

# TABLE 2.2- Rated Cyber Security and Privacy Solution Requirements

Ref.	Rated Cyber Security and Privacy Solution Requirements	Bidder's Proposal Reference
RS1	The Cloud Service Provider shall provide each of the following industry certifications to demonstrate compliance related to their offering:	
	1) ISO/IEC 27001:2013 Information technology Security techniques Information security management systems – Requirements; and	
	2) ISO/IEC 27017:2015 Information technology Security techniques Code of practice for information security controls based on ISO/IEC 27002 for cloud services; and	
	3) ISO/IEC 27018:2019 Information technology Security techniques Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors.	
	4) AICPA Service Organization Control (SOC) 2 Type II for the trust principles of security, availability, processing integrity, and confidentiality; and	
	Each certification or assessment report must:	
	(a) Be valid as of the Submission date.	
	(b) Be maintained for the duration of the agreement with PPS.	
	(c) Identify the legal business name of the proposed Commercially Available Software as a Service and Cloud Service Provider.	
	(d) Identify the current certification date and/or status; identify the list of Assets, Cloud Service Provider Infrastructure, and Service Locations within the scope of the certification report.	
	(e) The scope of the report must map to locations and services offered by the proposed Commercially Available Software as a Service. If the carved-out method is used to exclude subservice organizations such as data centre hosting, the subservice organization's assessment report must be included; and	
	(f) Be issued from an independent third party qualified under AICPA or CPA Canada, and/or ISO certification regime and that conforms to ISO/IEC quality system standard.	

Ref.	Rated Cyber Security and Privacy Solution Requirements	Bidder's Proposal Reference
RS2	The Cloud Service Provider shall implement security measures that grant and maintain the required level of security screening for its respective personnel, as well as the personnel of any subcontractor personnel pursuant to their access privileges to information system assets on which PPS's Data is stored and processed. Screening measures must be applied in accordance with PPS accreditation requirements.	
	This includes, at a minimum:	
	(a) Personnel Security description of the employee and subcontractor positions that require access to PPS' Data or can affect the confidentiality, integrity or availability of the Services.	
	(b) Process for ensuring that employees and contractors understand, are aware, and fulfil, their responsibilities for information security, and are suitable for the roles for which they are considered.	
	(c) Process for security awareness and training as part of employment on boarding and when employee and subcontractor roles change.	
	(d) Process that is enforced when an employee or subcontractor changes their role or when employment is terminated and	
	(e) Approach for detecting potential malicious insiders and controls implemented to mitigate the risk of access to PPS data and/or affect on the reliability of cloud services hosting PPS assets and data	

## CONTINUATION

#### RS3

The Cloud Service Provider shall provide system documentation that demonstrates how to the Software as a service is able to meet the following Privileged Access Management Requirements:

- (a) Manage and monitor privileged access to the Solution, including the underlying infrastructure, to ensure that all service interfaces within a multi-tenant environment are protected from unauthorized access, including those that are used to host PPS services.
- (b) Restrict and minimize access to the Services and PPS's Information Assets to only authorized devices and users with an explicit need to have access.
- (c) Enforce and audit authorizations for access to the Services and Information Assets.
- (d) Constrain all access to service interfaces that host Assets and Information Assets to uniquely identified, authenticated and authorized Users, devices, and processes (or services).
- (e) Implement password policies to protect credentials from compromise by either on-line or off-line attacks and to detect these attacks by logging and monitoring events such as (i) successful use of credentials (ii) unusual use of credentials, and (iii) access to and exfiltration from the password database
- (f) Implement multi-factor authentication mechanisms to authenticate Users with privileged access.
- (g) Implement role-based access control mechanisms to assign privileges which form the basis to enforce access to Assets and Information Assets.
- (h) Define and implement separation of duties to achieve, at a minimum, separation of service management and administration roles from information system support roles, development roles from operational roles, and access management roles from other operational roles.
- (i) Adhere to the principles of least privilege and need-to-know when granting access to the Services and Assets and Information Assets.
- (j) Access controls on objects in storage and granular authorization policies to allow or limit access.
- (k) Use security-hardened endpoints (e.g., computers, end user devices, jump servers, etc.) that are configured for least functionality (e.g., dedicated endpoint that does not have Internet browsing or open e-mail access) to provide support and administration of Services and Cloud Service Provider Infrastructure.
- (I) Implement an automated process to periodically audit, at a minimum, account creation, modification, enabling, disabling, and removal actions; and

Ref.	Rated Cyber Security and Privacy Solution Requirements	Bidder's Proposal Reference
	(m) Upon the termination of employment, terminate or revoke authenticators and access credentials associated with any Services Personnel.	
RS4	The Cloud Service Provider should manage and monitor remote administration of the Cloud Service Provider's Service that are used to host PPS services and take reasonable measures to:	
	(a) Implement multi-factor authentication mechanisms for authenticate remote access users.	
	(b) Route all remote access through controlled, monitored, and audited access control points.	
	(c) Expeditiously disconnect or disable unauthorized remote management or remote access connections.	
	(d) Authorize remote execution of privileged commands and remote access to security-relevant information.	

Ref.	Rated Cyber Security and Privacy Solution Requirements	Bidder's Proposal Reference
RS5	The Cloud Service Provider should provide PPS with a document that outlines the process it follows to respond to an Information Spillage Incident. The document must include, at a minimum:	
	(a) A process for identifying the specific Information Asset that is involved in an Asset's or System's contamination and communication with PPS.	
	(b) A process to isolate and eradicate a contaminated Asset or System; and	
	(c) A process for identifying Assets or Systems that may have been subsequently contaminated and any other actions performed to prevent further contamination.	
	Notifications to PPS:	
	(a) The Cloud Service Provider must immediately provide notification to PPS of any spillage incident with the following information:	
	<ul> <li>Date and time of beginning and end of the spillage incident</li> </ul>	
	<ul> <li>Detailed description of the incident</li> </ul>	
	<ul> <li>Detailed description of data affected - PPS or other</li> </ul>	
	<ul> <li>Action plan: activities already undertaken and activities, with dates, to rectify the situation and to prevent future incidents</li> </ul>	
	<ul> <li>Name and coordinates of contact person, available to discuss the situation</li> </ul>	
	<ul> <li>Communication plan until the issue has been resolved to the satisfaction of PPS.</li> </ul>	
	(b) The Cloud Service Provider must notify PPS of incidents of information spillage within the same data centre and/or the same application system, even if PPS data has not been compromised.	
	The Cloud Service Provider must provide an up-to-date information spillage process to PPS on an annual basis.	
RS6	The Cloud Service Provider SaaS offering should provide the capability for PPS to delete all their data including backups if PPS decides not to utilize the service offering and/or upon termination of the agreement. The Cloud Service Provider SaaS offering must have technical and administrative measures in place to ensure that customer deleted data is no longer accessible once deleted by the Customer.	

Ref.	Rated Cyber Security and Privacy Solution Requirements	Bidder's Proposal Reference
RS7	The Cloud Service Provider should implement a process for responding to any third-party request for data which implicates PPS data in the subscribed system, to ensure:	
	(a) The Cloud Service Provider and agents acting on its behalf, will review the demand to determine if it is valid and if the Cloud Service Provider is required by law to disclose the Data	
	(b) The Cloud Service Provider and agents acting on its behalf, will take reasonable steps to contest requests for data	
	(c) The Cloud Service Provider will notify PPS within 2 business days upon receipt of the Third-party request	
	(d) Within 2 business days of fulfilling the request for data, the Cloud Service Provider will provide an update to PPS regarding the content of the data which has been disclosed.	

**Table 2.3: Rated Technical Solution Requirements** 

Ref.	Rated Technical Solution Requirements	Bidder's Proposal Reference
RT1	There should be no functionality that requires customization of the licensed product.	
RT2	All software components utilizing e-mail messaging should use the HoC mail server to send e-mail.	
	The software should be capable of providing Single Sign-on with the PPS Windows AD identities.	
	Describe how the following may be achieved:	
RT3	(a) Implement multi-factor authentication mechanisms to authenticate End Users with privileged access, in accordance with CSE's ITSP.30.031 V3 (or subsequent version).	
	(b) Support for Security Assertion Markup Language (SAML) 2.0 and OpenID Connect 1.0 where the End User credentials and authentication to cloud services are under the sole control of PPS; and	
	(c) Ability to associate PPS unique identifiers (e.g., a PPS unique ID, a PPS email address, etc.) with the corresponding cloud service user account(s).	
RT4	Describe how many instances are included in the subscription cost (e.g., test, training, production).	

	Describe how the solution protects client data at rest and in transit. Specify protocols and version.  Describe data in the solution including:	
	Data in motion encryption	
RT5	2. Data at rest encryption	
	Customer managed encryption keys	
	4. Data non-repudiation	
	5. Secure audit logging	
RT6	Explain how/where attachments are stored and secured.	
RT7	Describe audit capabilities in the proposed solution, e.g., what is logged, who has access, what type of reporting or portal is available, etc.	
RT8	Describe API strategy for interfacing with other systems including SOAP, REST, file-based etc., pre-built adaptors/connectors, and tool available for implementing interfaces to other systems used by PPS.	
RT9	Describe data migration tools and support that will be made available should PPS require a migration of its data to another platform in whole or in part at some point in time.	
RT10	Provide details about the specific cloud access service provider technology. e.g., AWS, Microsoft, etc.	
RT11	In the case of system failure, the system should be recovered within a timely manner, for example 1-4 hours. Describe Service Level Agreement. Describe number of failures experienced by clients and duration of each, in the last 12 months.	
RT12	The system should be highly available with a target of 95% uptime during defined periods of operations. Describe Service Level Agreement options.	
RT13	Describe the method, frequency and materials you will provide for releases, e.g., release notes and provide an excerpt.	

# **CONTINUATION**

#### APPENDIX E - EVALUATION CRITERIA AND FINANCIAL EVALUATION

**Table 2.4: Rated Functional Requirements** 

Ref.	Rated Functional Requirements	Bidder's Proposal Reference
RF1	The ITSM Solution should be an all-in-one Software as a Service (SaaS) providing all functionality natively without the need to integrate 3rd party applications and customization, including:  Incident Management; Service Request Management; Service Catalogue Management; Knowledge Management; Service Level Management; Service Reporting; Service Portal.	
RF2	The ITSM Solution should have the capability to create, classify, approve, update, and close or cancel any ITSM request. There must be workflows for incident and request management with reporting capabilities, service catalogue, dashboards and a self-service portal with the ability to submit requests.	
Admin	Requirements	
RF3	The ITSM Solution should have the capability to define and configure user roles and groups that will permit the separation of access and permissions providing and/or limiting specific capabilities and content across all ITSM modules and functions. For example, tickets in HR group should not be viewable or editable by any other group except HR group.	
RF4	The ITSM Solution should include configurable screens that allow IT users in different roles to manage and filter their work queues (i.e., classification, categorization and/or prioritization) for Incidents, Change Requests, Service Requests, etc.	
RF5	The ITSM Solution should allow process administrators to define rules and/or workflows to intelligently route ITSM tickets (e.g., Incidents, Service Requests) to specific resolver group(s) based on attributes and/or content of ticket(s).	
RF6	The ITSM Solution should provide the capability for an IT user to raise requests on behalf of another PPS user.	
User R	equirements	
RF7	The ITSM Solution should include a self-service portal where end users may view the catalogue of services, request help and view notifications that they are entitled to, access knowledge base articles and FAQs, submit, update and monitor the status of their incidents and requests and view the status of relevant problems, submit feedback and fill out surveys.	
RF8	The ITSM Solution should have the capability to input free text, screen captures, and file attachments within tickets and forms.	

Ref.	Rated Functional Requirements	Bidder's Proposal Reference
RF9	The ITSM Solution should provide the ability to manage full life cycle of knowledge articles through administration capabilities.	
RF10	The ITSM Solution should be able to send automated notifications and approval requests using a variety of methods including e-mails and mobile device notification.	
RF11	The ITSM Solution should have the capability to support at least 400 end users, 30 Admin users and the ability to process 100,000 tickets per year at the time of implementation. It must have the capability to scale up for the future.	
Report	ing Requirements	
RF12	The ITSM Solution should have the capability to easily construct queries and reports using any configured ITSM field, attribute, etc. including user defined and custom fields (e.g., change requests and related tasks, service requests and their related SLAs, etc.).	
RF13	The ITSM Solution should provide the ability to create unlimited custom dashboards and reports for various audiences with drill down capabilities, that can be viewed, saved, scheduled, shared, exported etc. and restricted by configured roles.	
RF14	The ITSM Solution should also include the following functionality natively without the need to integrate 3rd party applications and customization:  Problem Management, Change Management, Asset Management, Contract Management	
	Customer Survey	
RF15	Describe whether the Solution has the capability to automatically create and update tickets (e.g. incidents, service requests, changes) via email.	
RF16	The ITSM Solution should have the capability to support hierarchical escalation, both manually and automated based on business rules, upon status change, priority change and/or service level clock expiration.	
RF17	The ITSM Solution shall have the capability to manually or automatically generate a new problem request from one or more existing incident(s) and link child requests to parent requests. Describe the workflow of linking requests (incident, change, problem) when duplicate tickets are created by the users.	
RF18	The ITSM Solution should have the capability to manually or automatically generate a new change request from one or more incident(s) and/or problem(s) and link child requests to parent requests.	
RF19	The ITSM Solution should include an integrated change calendar that automatically displays, in a visual calendar format, configured change activities, maintenance and freeze windows, etc. recorded in the ITSM Solution.	

# **CONTINUATION**

Ref.	Rated Functional Requirements	Bidder's Proposal Reference
RF20	The ITSM Solution workflow designer capability shall provide a graphical user interface and allow workflows to be edited from existing templates or from scratch and be saved for reuse.	
RF21	The ITSM Solution should provide smart search capabilities providing end users and Admin users (Analysts) most relevant choices based on contextual results from multi-channel content such as integrated knowledge base, incident, service catalogue and request data and/or configurable external sources.	
RF22	The ITSM Solution should have the capability to provide configurable search capabilities for Admin users (Analysts) in all ITSM process modules that provides the ability to perform contextual ad-hoc queries, saved queries, shared queries for any configured fields.	
RF23	The ITSM Solution should have the capability to automatically send, receive and log approvals for any ITSM request based on configured business rules.	
RF24	The ITSM Solution should have the capability to track and audit changes to any configured field.	
RF25	The ITSM Solution should have a bulk operations capability that can be applied to groups of service requests, incidents, etc. such as escalation, re-assignment, or closure.	
RF26	The ITSM Solution should provide reporting in table and graph visual representations. Export options should be available in table format with xls and csv options and graphical exports in image and pdf formats.	

## **Table 2.5: Rated Firm Criteria**

Ref.	Rated Firm Criteria	Bidder's Proposal Reference
RF1	Corporate Profile  The Bidder should provide information on the following corporate information:  a) How widely used is the proposed solution? Provide a list of the companies/organizations currently using the solution.  b) How long has the Bidder been in business?  c) Age of proposed solution?	
	d) Do you have operations in Canada?	

# CONTINUATION

### RF2 **Project Summaries**

The Bidder should provide three (3) written project summaries describing in detail deployments of their proposed solution, on behalf of client organizations during the past three (3) years. Project Summaries will be evaluated on the basis of the extent to which they are similar and relevant to the Service's requirements and operating environment, as described in the Statement of Requirements.

Within each project summary provided, the Bidder should indicate the following (a-j):

- Name of the client organization to whom the solution was sold/deployed;
- b) The number of licences deployed and the licensing model;
- c) Was the proposed solution deployed in the cloud;
- A description of the scope of the activities and deliverables that the Bidder was responsible for in the deployment of the proposed solution;
- e) A description of the extent to which the solution was configured;
- f) The support model provided;
- g) Dates/duration of the project;
- h) \$-value of the project to the Bidder;
- Results, extent to which it was deployed on time, on budget, and met the expectations of the client; and
- j) Name, address, telephone number of the client project authority to whom the Bidder reported.

The PPS reserves the right to contact the named client project authorities for the purpose of verifying the accuracy and veracity of the information provided in the Bidder's Proposal. Should the PPS choose to contact the project authorities and should one (1) or more named client project authorities provide a negative reference regarding the accuracy or veracity of the Bidder's proposal, the proposal may be deemed non-compliant and given no further consideration.

Failure to provide all of the above information with respect to each cited project summary may render the Bidder's proposal non-compliant.

# **CONTINUATION**

#### APPENDIX F - PROJECT SUMMARY TEMPLATE

In accordance with Rated Criterion RF2, Project Summaries (Appendix E, Evaluation Criteria and Financial Evaluation), Bidders are asked to provide three (3) written Project Summaries by completing the following form.

Project Reference #:							
Client:							
Project Start Date (dd/mm/yyyy)		Project End Date: (dd/mm/yyyy)					
Approximate Annual Dollar Value to the Bidder (\$CAD)							
The number of licences deployed and the licensing model							
Was the proposed solution deployed in the cloud							
A description of the scope of the activities and deliverables that the Bidder was responsible for in the deployment of the proposed solution							
A description of the extent to which the	ne solution was configu	red					
The support model provided							
Results, extent to which it was deployed on time, on budget, and met the expectations of the client							
Client Project Authority:							
Name:							
Address:							
Telephone Number:							
Email Address:							