



Invitation to Qualify | Annex E | Rules of Engagement for the Cyber Security Procurement Vehicle Secure Supplier Ecosystem

Cyber Security Procurement Vehicle
(CSPV)



Shared Services
Canada

Services partagés
Canada

Canada

RULES OF ENGAGEMENT FOR THE CSPV SECURE SUPPLIER ECOSYSTEM

1. General Information

- 1.1 The Rules of Engagement state the manner in which Canada and Qualified Respondents will be required to interact within the Secure Supplier Ecosystem (SSE) of the Cyber Security Procurement Vehicle (CSPV). The first phase of establishing the CSPV was the Invitation to Qualify (ITQ) Phase. In the ITQ Phase, Respondents who met the mandatory and rated requirements were qualified as Qualified Respondents (QRs). QRs will proceed to the SSE. All Respondents are required to agree to the Rules of Engagement as part of their Preliminary Response to the ITQ. If a Respondent does not become a QR after the evaluation stage of the ITQ, then these Rules of Engagement will not apply.
- 1.2 The objective of the SSE is to review Canada's preliminary requirements related to the resulting solicitation processes for various projects or requirements. QRs will be asked to provide comments, suggestions, and identify areas of the documents that would benefit from additional clarification by Canada. Canada will consider the feedback provided by QRs when refining the requirements and preparing its solicitation documents for use in a Phase 4 solicitation process. This document also describes the nature of and process for interactions between Shared Services Canada (SSC) and QRs within the SSE. Any resulting amendments will be issued by the Contracting Authority and provided via the Procure to Pay (P2P) portal to all the QRs.
- 1.3 The SSE is neither a Request For Proposals (RFP) nor a solicitation of bids or tenders. No contract will result from this SSE. Canada reserves the right to cancel any project(s) or requirement(s) introduced through the SSE at any time during any phase of the procurement process. Given that this SSE may be cancelled by Canada in part or in its entirety, it may not result in any of the subsequent procurement processes described in this document or in the ITQ. QRs may withdraw from the SSE at any time.
- 1.4 As indicated in the ITQ, although the SSE involves those suppliers who were identified as QRs during the ITQ Phase, Canada reserves the right to re-evaluate any aspect of the qualification of any QR at any time.
- 1.5 In the ITQ, Respondents were asked to identify the top 10 technical Components that their company specializes in. Canada reserves the right to use these categorizations to determine the order in which evaluations of Phase 1 and Phase 2 responses are conducted.
- 1.6 QRs are responsible for their own transportation, accommodation, meals and parking. QRs are also responsible to carry out their own independent research, due diligence and investigations, including seeking independent advice, that they consider necessary or advisable in connection with their participation in the SSE and any resulting procurement processes. SSC will not reimburse any QR or any of its representatives for expenses incurred in attending, participating and/or responding to any part of the SSE.
- 1.7 The SSE will provide all QRs with the opportunity to participate and provide feedback to SSC. However, the SSE will not necessarily result in the same experience for all QRs. For example, similar to a traditional Question and Answer process during a bid solicitation process, some QRs may have more questions than others (i.e., one QR may request an ad hoc meeting that another does not or one QR may request an ad hoc meeting early during a Phase 3

project or requirement that can be accommodated, whereas another QR may request a meeting at a later stage at which the schedule no longer allows for further meetings. Also, there may be some scheduled meetings that run long, whereas others may not. By agreeing to these Rules of Engagement and participating in the SSE, the QR acknowledges that the process will not necessarily result in the same experience for all QRs.

- 1.8 All Respondents to the ITQ must sign and return to the Contracting Authority identified on the cover page of the ITQ the Acknowledgement and Agreement form enclosed in this document at Appendix 1 to Annex E with their Preliminary Response. Respondents who do not do so will not be disqualified, but will not be permitted to review any documentation or participate in any of the SSE activities or any other processes under the CSPV until Canada receives this signed document. SSE and subsequent phase activities will proceed and will not be rescheduled to accommodate a QR who does not submit the Acknowledgement and Agreement until later. Ultimately, a QR who does not sign the Acknowledgement and Agreement form will not be able to continue in the SSE.

2. Code of Conduct

- 2.1 Canada will attempt to collaborate with all QRs on the creation of cyber security capabilities and infrastructure.
- 2.2 Canada may engage directly with QRs, or subsets of QRs, for specific requirements, or conduct competitive procurement processes.
- 2.3 Canada will engage with QRs via Teams, or similar platform, workshops, and one on one meetings wherever possible.
- 2.4 Canada reserves the right to create streams, tiers or any other further categorization of QRs for future procurement strategies.
- 2.5 QRs must adhere to the following expectations. Failure to do so may result in removal from the SSE.
 - a) All communications initiated by QRs must be done via the Procure to Pay (P2P) portal. Under no circumstances will QRs attempt to contact SSC representatives via email or phone unless previously arranged with said representative.
 - b) QRs must adhere to the terms set out in this Rules of Engagement document.

3. Vendor Performance Management

- 3.1 Shared Services Canada considers that the ultimate value realized from a procurement contract can be enhanced by exceptional performance or alternatively can be undermined by poor performance. The Respondent acknowledges that Shared Service Canada, as a customer, may track the performance of its suppliers and that this information may be considered by Shared Services Canada in decisions about the suppliers best suited to perform other work in the future. Shared Services Canada confirms that, in any competitive procurement process, the way in which past performance may be used in the evaluation of bids will be described in the solicitation, or discussed with QRs in advance during collaboration activities.

4. Socio-Economic Requirements

- 4.1 Canada may utilize a variety of tools for specific procurements within the CSPV, including but not limited to point rated socio-economic criteria.
- 4.2 SSC would like to understand how money spent under procurement contracts flows through our direct suppliers to subcontractors in the following socio-economic groups:
- a) Small and medium-sized enterprises (SMEs);
 - b) Women-owned businesses;
 - c) Women-led businesses;
 - d) Visible minority-owned businesses;
 - e) Indigenous-owned businesses; and
 - f) Persons with disability-owned businesses.
- 4.3 Canada may use the above information as part of SSC's annual reporting of how much of the amount spent on SSC contracts flows to underrepresented suppliers, for example. The information gathered will hopefully help SSC identify any secondary impact of SSC procurement on underrepresented suppliers, which may not be participating as frequently as other suppliers in procurement opportunities.
- 4.4 Canada may, in consultation with all CSPV Qualified Respondents, develop and incorporate socio-economic point rated criteria into the future procurement opportunities at a later date.

5. Directed Contracts, Limited Tendering Procedures and Limits

- 5.1 Provided that a valid sole source or limited tendering condition applies, Canada, on behalf of itself or a client, is permitted to engage in Limited Tendering, or directed contracts for up to \$400,000.
- 5.2 For QRs who are a member of an Under-Represented Group (URG), Canada can engage in limited tendering or directed contracts for up to \$500,000.
- 5.3 In accordance with Canada's Procurement Strategy for Indigenous Business (PSIB) [Indigenous business and federal procurement \(sac-isc.gc.ca\)](https://www.sac-isc.gc.ca), Canada will leverage the CSPV for PSIB for limited tendering procurement strategies, i.e. Voluntary Set-asides.

6. Communications & Meeting Logistics

- 6.1 Except for communications at events scheduled as part of the SSE, all communications with respect to any project or requirement must be directed to the Contracting Authority identified on the cover page of the ITQ document via the P2P portal. Failure to comply with this requirement may result in a QR being disqualified.
- 6.2 QRs are requested to provide to the Contracting Authority, via the P2P portal, the contact information of their Project Lead and a backup for communications related to the SSE. The Project Lead (or his or her backup) will be responsible for all communications with SSC within

the SSE and for distributing any information provided by SSC within their own organizations, subject to appropriate security measures for any classified materials.

- 6.3 For all meetings at Canada's premises, QR representatives will need to bring identification that includes a picture of themselves (such as a driver's license) in order to register. QR representatives are requested to arrive at least 15 minutes before the commencement of the meetings. Canada will ensure they have a resource identified to manage QRs representatives attending meetings.
- 6.4 Attendance at the meetings scheduled as part of the SSE is not mandatory. However, if a meeting has been scheduled and a QR does not plan to attend, the Project Lead is requested to notify the Contracting Authority at least 2 working days before the scheduled meeting. Meetings will be rescheduled only in exceptional circumstances, as determined by SSC at its discretion.
- 6.5 By participating in the SSE, the QR, on its own behalf and on behalf of its representatives, consents to:
- a) photographs being taken by Canada during meetings;
 - b) video footage being taken by Canada during the Kick-Off Meetings only; and
 - c) those photographs, video footage and the names of participants being published in Government of Canada materials, including its website.

7. Terminology

- 7.1 All elements of this document that are mandatory are identified by "must" or "mandatory".
- 7.2 The use of the phrases "is requested to" or "should" indicates that it is preferred, but not mandatory, that the QRs comply with the instructions provided.

8. Documentation

- 8.1 All documents reflecting SSC's projects or requirements that are provided to QRs during Phase 3 are preliminary or draft requirements only and are subject to modifications. These requirements, or parts of them, may be updated during Phase 3. These updates, if provided, will be considered "interim updates" and will not affect the status of all documents as preliminary or draft requirements. That is, the issuance of an interim update is not an indication that the requirements have been finalized. The final requirements would be available during Phase 4 where those requirements will remain subject to one or more Question & Answer periods that may lead to further amendments.
- 8.2 Following the signing of the Acknowledgement and Agreement form found at From 1 of this document and the evaluation of the ITQ, QRs will receive the documents as they become available.
- 8.3 Most documents will be made available to QRs via P2P in both PDF format and in the native program format (e.g., Microsoft Word or Microsoft Excel). In the case of a discrepancy between a PDF version and the version in the native program format, the PDF version will govern.

9. Confidentiality & Security

- 9.1 By participating in the SSE, the QRs acknowledge Canada's obligations to maintain records and to provide access to those records in accordance with the *Access to Information Act*. In providing information to SSC, whether orally or in writing, the QRs must indicate to SSC if any portion of the information is:
- a) a trade secret;
 - b) financial, commercial, scientific or technical information that the QR consistently treats in a confidential manner;
 - c) the disclosure of which the QR reasonably believes could result in material financial loss or gain, or could reasonably be expected to prejudice its competitive position; and/or
 - d) the disclosure of which the QR reasonably believes would interfere with its contractual or other negotiations with a third party.
- 9.2 To the extent permitted by law, including the *Access to Information Act*, SSC will keep this information confidential, to the extent that the information has not, by the time of the disclosure, already become publicly available.
- 9.3 By participating in the SSE, each QR agrees that it will not digitally or electronically record (either audio or video) any of the meetings or discussions held through the SSE. SSC also commits not to do so, with the exception of a video recording that may be made at the Kick-off Meeting for a specific project or requirement.

10. Kick-Off Meetings

- 10.1 Kick-off Meetings may be held at any time there is a new Phase 3 project or requirement.
- 10.2 Only Qualified Respondents can attend the Kick-Off Meetings.
- 10.3 Although attendance is not mandatory, all QRs are invited to attend the Kick-Off Meeting. The Kick-Off Meeting will be held virtually. Representatives from Qualified Respondents will not be able to attend this meeting by any other method.
- 10.4 Where applicable, up to 6 representatives from each QR may attend the Kick-Off Meeting virtually. QRs are requested to submit the names, contact information, titles and security clearance levels of these representatives through the P2P portal to the Contracting Authority at least 2 working days before the Kick-Off Meeting.

11. Written Questions and Answers

- 11.1 QRs may submit written questions to SSC at any time regarding the CSPV. Only written questions submitted via the P2P portal to the Contracting Authority will be answered.
- 11.2 Care should be taken by QRs to explain each question in sufficient detail in order to allow Canada to provide an accurate response.

- 11.3 Technical enquiries that are of a “proprietary” nature must be clearly marked “proprietary” at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the QR do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all QRs. Enquiries not submitted in a form that can be distributed to all QRs may not be answered by Canada.
- 11.4 Canada will distribute the answers to all written questions to all QRs as soon as possible.
- 11.5 SSC may also submit written questions to all QRs. SSC will provide QRs with a predetermined deadline by which to respond. If any QR is unable to respond during that time, the responses may not be considered. Responses provided by QRs to written questions submitted by SSC will be treated as confidential and not shared with other QRs.
- 11.6 All questions submitted by QRs during a Phase 3 process will be shared only with the QRs pre-qualified to participate in that Phase 3 process.

12. Workshops

- 12.1 Canada will conduct workshops with all QRs for a specific Phase 3 project or requirement or at any time it is deemed necessary. The proposed topic, date, time and location for the workshops will be provided via P2P to the QRs.
- 12.2 The purpose of the workshops is to provide further detail regarding various requirements and the security architecture by reviewing the content topics associated with the upcoming QR one-on-one meetings. In these workshops, SSC will make presentations about the topic to be reviewed to enhance QRs understanding of them. QRs are welcome to raise questions during the workshops and are encouraged to submit them in writing in accordance with article 11.0 above.
- 12.3 No later than 2 working days before the scheduled workshop, QRs are requested to submit via the P2P portal to the Contracting Authority the names, contact information, titles and security clearance levels of their representatives who will be attending a workshop.

13. One-on-One Meetings

- 13.1 One-on-one meetings are intended to provide input to SSC regarding its requirements, typically as part of a specific Phase 3 project or requirement, but also regarding the CSPV as a whole.
- 13.2 One-on-one meetings can be requested by QRs using the P2P portal. It is at SSC’s discretion to approve the requested one-on-one meetings.
- 13.3 One-on-one meetings held as part of Phase 3 are not intended to provide a forum for evaluating potential solutions. However, it is possible that the solutions being contemplated by a QR will be discussed during these meetings in the context of providing that input. Any

comment made by SSC during these meetings must not be construed as a preference or rejection of any aspect of a potential solution or an indication that any aspect of a potential solution will or will not meet the requirements. However, if a QR is uncertain whether a potential solution will or will not meet SSC's requirements, this may be an indication that the requirement is unclear; therefore, these uncertainties should be raised by QRs in order to explore the potential clarification of SSC's requirements.

- 13.4 The collaborative nature of the one-on-one meetings will be such that the content covered in meetings with one QR may be quite different from the content in a meeting with another QR, even though the same general topic is being discussed. Every QR has the opportunity to ask questions during these meetings. Information provided to one QR during a one-on-one meeting will not automatically be provided to other QR. Instead, it is the responsibility of each QR to determine what information it requires and to request it.
- 13.5 Any oral statements made by SSC's representatives during Phase 3 will not constitute a representation of fact and will not be binding on SSC. If a QR requires confirmation of any fact in order to design its solution, the QR may submit a written question in accordance with article 11.0.
- 13.6 Canada will track the content of each one-on-one meeting and, where applicable, share relevant information with all QRs.
- 13.7 If any aspect of a discussion during Phase 3 results in SSC deciding to modify its requirements – either to alter or clarify the requirement – these modifications will be reflected in the documents provided to all QRs during any subsequent Phase 4 solicitation process. Canada may, at its discretion, choose to provide additional draft documents to QRs during Phase 3.
- 13.8 If applicable, QRs are responsible for identifying any information it provides during these meetings as confidential, as described in Article 10.0 of this Rules of Engagement document entitled “Confidentiality & Security”.

14. Non-Disclosure Agreement

- 14.1 By signing Appendix 1 to Annex E and participating in the SSE for CSPV, the QR agrees to the terms of the following non-disclosure agreement (the “Non-Disclosure Agreement”):
- a) The QR acknowledges that Canada's security architecture, security measures and any other aspects of the SSE are treated as confidential by the Government of Canada.
 - b) The QR agrees not to disclose any such information to third parties, except to the extent required in order to design or propose a solution as part of the procurement process or to perform the work, if the QR is ultimately awarded a contract. The QR also agrees not to disclose any information it receives from Canada regarding Canada's SCI verification assessment including, but not limited to, which aspect of the SCI verification information is subject to concern, and the reasons for Canada's concerns, as well as any information it receives from Canada regarding Canada's network requirements, including topology and architecture. Canada's network architecture,

network requirements, security measures and security concerns are collectively referred to here as the “Sensitive Information”.

- c) The QR must require any proposed subcontractor to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
- d) The QR acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the QR, or by anyone to whom the QR discloses the Confidential Information to comply with these conditions.
- e) Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:
 - i. is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
 - ii. is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
 - iii. is independently developed by the Supplier; or
 - iv. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.
- f) Sensitive Information further 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 whether or not that information is labeled as classified, proprietary or sensitive.
- g) The QR 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 QR who has a security clearance commensurate with the level of Sensitive Information being accessed, without the prior written consent of the Contracting Authority. The QR agrees to immediately notify the Contracting Authority if any person, other than those permitted by this NDA, accesses the Sensitive Information at any time.
- h) 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.
- i) Also, regardless of whether it is Sensitive Information or not, the QR must at all times treat information designated as classified information appropriately and ensure it cannot be accessed by anyone except a person with a “need to know” for the purpose of designing or proposing a solution or performing a resulting contract, provided that person also has the appropriate security clearance.
- j) The QR agrees that a breach of this Non-Disclosure Agreement may result in disqualification of the QR at any time from the SSE, or immediate termination of any resulting contract. The QR also acknowledges that a breach of this Non-Disclosure Agreement may result in a review of the QR's security clearance and review of the QR's status as an eligible bidder for other requirements.

- k) This Non-Disclosure Agreement remains in force for the duration of time the undersigned is a QR under the CSPV ITQ process.

15. Phase 4 – Solicitation Phase

- 15.1 Only QRs will be invited to bid on a requirement released into the SSE. Furthermore, only QRs who have been shortlisted for a specific Phase 3 project or requirement will be invited to bid on that project or requirement during Phase 4. A bid solicitation will be issued in Phase 4 of the CSPV. This solicitation may utilize various procurement mechanisms and will not necessarily take the form of an RFP. The Phase 4 solicitation will reflect the changes made to the documents during Phase 3. There will be a further, limited opportunity to ask questions during the Phase 4. If any QR believes that the Phase 4 solicitation does not fully reflect clarifications that were discussed during any part Phase 3, QRs are requested to raise those clarifications as part of the Q&A process in accordance with Article 10.0.

APPENDIX 1 TO ANNEX E

[RESPONDENTS ARE REQUESTED TO SUBMIT THIS ACKNOWLEDGEMENT AND AGREEMENT ON THEIR OWN LETTERHEAD WITH THEIR PRELIMINARY RESPONSE TO THE ITQ]

**ACKNOWLEDGEMENT AND AGREEMENT TO THE
RULES OF ENGAGEMENT FOR THE SECURE SUPPLIER ECOSYSTEM
FOR THE CYBER SECURITY PROCUREMENT VEHICLE**

_____ (the "**Respondent**") acknowledges receipt from Shared Services Canada of the Rules of Engagement for the Secure Supplier Ecosystem document for the Cyber Security Procurement Vehicle dated _____.

The Respondent agrees that the Secure Supplier Ecosystem will be governed by the process described in the Rules of Engagement for the Secure Supplier Ecosystem document, except to the extent that the Rules of Engagement for the Secure Supplier Ecosystem document is formally amended by Shared Services Canada.

The Respondent acknowledges that, regardless of whether any or all the documents provided to Qualified Respondents as part of the Secure Supplier Ecosystem are classified, Canada's network architecture, security measures and many other aspects of the Secure Supplier Ecosystem are treated as confidential by the Government of Canada.

The Respondent agrees that it and its employees are bound by the terms and conditions of the Non-Disclosure Agreement contained in the Rules of Engagement for the Secure Supplier Ecosystem document.

Executed this _____ day of _____ (month, year) by

[Insert legal name of Respondent. If the Respondent is a Joint Venture, then each member of the Joint Venture must sign this form.]

by its Authorized Signatory

Title: _____

Print Name: _____