

SHARED SERVICES CANADA

Invitation to Qualify Employment and Social Development Canada Long-Term Cloud Services Requirement

INVITATION TO QUALIFY No.	ESDC#001	DATE	MARCH 13, 2023
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ISSUING OFFICE	SHARED SERVICES CANADA 400 COOPER STREET OTTAWA, ONTARIO K2P 2H8		
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CLOSING DATE AND TIME (Please note the applicable closing date and time for the ITQ.)		APRIL 25, 2023 AT 2PM	
TIME ZONE	EASTERN DAYLIGHT TIME (EDT)		
DESTINATION OF GOODS/SERVICES	NOT APPLICABLE – PRE-QUALIFICATION PROCESS ONLY		
EMAIL ADDRESS FOR RESPONSE SUBMISSION TO SHARED SERVICES CANADA BY THE CLOSING DATE AND TIME	pvrprotectedcloudarfnuageprotege@ssc-spc.gc.ca		

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1. GENERAL INFORMATION

1.1 Introduction

- a) **Phase 1 of Procurement Process:** This Invitation to Qualify (ITQ) is the first phase of a procurement process by Shared Services Canada (SSC) for **Employment and Social Development Canada's (ESDC) Long-Term Cloud Services Requirements** (the "Project"). Suppliers are invited to pre-qualify in accordance with the terms and conditions of this ITQ in order to become "**Qualified Respondents**" for any later phases of the procurement process. Only Qualified Respondents will be permitted to bid on any subsequent solicitations issued as part of the procurement process.
- b) **Further Evaluation of Qualified Respondents:** Even though certain suppliers may be pre-qualified by Canada as a result of this ITQ, Canada reserves the right to re-evaluate any aspect of the qualification of any Qualified Respondent at any time during the procurement process.
- c) **ITQ is not a Bid Solicitation:** This ITQ phase of the procurement process is not a solicitation of bids or tenders. No contract will be awarded as a result of the activities during the ITQ phase. Canada reserves the right to cancel any of the preliminary requirements included as part of the Project at any time during the ITQ phase or any other phase of the procurement process. Given that the ITQ process may be partially or completely cancelled by Canada, it may not result in any of the subsequent procurement processes described in this document. Respondents and Qualified Respondents may withdraw from the procurement process at any time. Therefore, suppliers who submit a response can choose not to bid on any subsequent solicitation.

1.2 Overview of the Project

- a) **Scope of Anticipated Procurement:** Employment and Social Development Canada (ESDC) is increasingly focusing on cloud technology to improve the value of the services it offers to Canadians. Cloud services provide immediate solutions, scalability, business continuity and more predictable costs that enable ESDC to improve the programs and initiatives it is mandated to deliver.

This procurement has the objective of enabling sufficient cloud capacity to support ESDC's cloud requirements for the next 10+ years, including a significant portion of cloud usage expected as a result of the transformation of the Benefits Delivery Modernization (BDM) Program, which encompasses the transformation of three of Canada's largest statutory benefits programs - the Canada Pension Plan, Old Age Security and Employment Insurance. These programs currently issue more than \$120 billion in payments to approximately 10 million Canadians, representing about 25% of government's annual expenditures and 6% of Canada's Gross Domestic Product.

Given the breadth of the benefits programs and their impact on Canadians, the contracts resulting from this procurement must provide both scalability and flexibility in evolving and adapting the public cloud services offered throughout their duration, and ensure that the cloud services meet the stringent government security requirements for data usage, data storage and data movement, which will be independently validated by certified government security officers through established government security processes for security assurance and accreditation.

The intent of the ITQ is to qualify cloud service providers which have the ability to deliver secure commercial cloud services capable of meeting the requirements for large-scale citizen facing programs such as those delivered by ESDC, who can demonstrate availability, scalability, elasticity and disaster recovery capabilities required to support such programmes.

- b) **Number of Contracts:** SSC is currently contemplating the award of two (2) contracts. The exact procurement vehicle structure will be presented at the solicitation phase.
- c) **Term of contract(s):** It is expected that the duration of the resulting contract(s) will be for an initial period of 10 (ten) years, with a number of additional option periods. SSC reserves the right to use an alternative approach at the solicitation phase.

1.3 Overview of Anticipated Procurement Process

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

- a) **Invitation to Qualify (ITQ) Phase:** The ITQ will be used by Canada to qualify Respondents. Only Qualified Respondents will be eligible to participate in subsequent phases of the procurement process.
- b) **Review and Refine Requirements (RRR) Phase:** The RRR process with the Qualified Respondents will follow the ITQ phase.

The objective of the RRR phase is to obtain feedback from Qualified Respondents on Canada’s requirements for the Project. It is intended to be a collaborative process and may involve interactions such as workshops, one-on-one sessions, and/or written questions and answers. Canada may also at that time discuss the procurement structure and evaluation methodology being contemplated for the bid solicitation phase.

Canada will consider the feedback provided by Qualified Respondents when refining the requirements and preparing its procurement documents for the Project. Further details regarding the RRR phase will be provided to those Respondents who qualify as a result of this ITQ phase.

- c) **Bid Solicitation Phase:** Canada anticipates releasing any solicitation(s) to those Qualified Respondents who remain qualified at the time a solicitation is released.
- d) **Award Phase:** Any contract(s) will be awarded after completion of the Bid Solicitation Phase and any necessary internal approvals have been received.

1.4 Applicable Trade Agreements:

The following trade agreements will apply to the procurement process:

Trade Agreements
<i>Agreement on Internal Trade</i>
<i>North American Free Trade Agreement</i>
<i>World Trade Organization Agreement on Government Procurement</i>
<i>Canada-Chile Free Trade Agreement</i>
<i>Canada-Colombia Free Trade Agreement</i>
<i>Canada-Peru Free Trade Agreement</i>
<i>Canada-Panama Free Trade Agreement</i>
<i>Canada-Honduras Free Trade Agreement</i>
<i>Canada-Israel Free Trade Agreement</i>
<i>Canada-Korea Free Trade Agreement</i>

1.5 Pre-Check Compliance Process (PCCP)

This ITQ uses the Pre-Bid Compliance Check Process (PCCP). Details are provided in section 3.4.

1.6 Conflict of Interest or Unfair Advantage

As set out in SSC's Standard Instructions, a response can be rejected due to an actual or apparent conflict of interest or unfair advantage.

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

1. BDO Canada LLP
2. IBISKA Telecom Inc.

2. INSTRUCTIONS FOR RESPONDENTS

2.1 Standard Instructions, Clauses and Conditions

- a) SSC's Standard Instructions for Procurement Documents No. 1.4 ("**SSC's Standard Instructions**") are incorporated by reference into and form part of the ITQ as though they were expressly set out here in full. If there is a conflict between the provisions of SSC's Standard Instructions and this document, this document prevails.
- b) All other instructions, clauses and conditions identified in this document or any of its attachments by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement Canada. These instructions, clauses and conditions are incorporated by reference, and they form part of this document as though they were expressly set out here in full.
- c) If there is a conflict between the provisions of this document and any documents that are incorporated into it by reference as set out above, this document prevails.
- d) With respect to SSC's Standard Instructions:
 - i) There will not be a conference for interested suppliers.
 - ii) There will not be a site visit.
- e) By submitting a response, the Respondent is confirming that it agrees to be bound by all the instructions, clauses and conditions of the ITQ.

2.2 Questions and Comments

- a) Questions and comments applicable to this ITQ can be submitted in accordance with the Section of SSC's Standard Instructions entitled "**Communications**". However, instead of the deadline specified in those Standard Instructions:
 - i) **ITQ** - All questions must be submitted by **March 27, 2023, at 2 PM EDT**.

Respondents should reference in any submitted question the applicable Procurement requirement their questions and/or comments apply to.

b) **Additional Comments and Feedback**

While not required as part of the ITQ, Respondents are invited to provide any comments, suggestions or feedback they would like considered for future phases of the procurement process. It is requested that these suggestions be provided within or submitted separately following submission of the Response and not as Questions during the ITQ phase.

Some topics for consideration include:

- Do you have any comments on how you would expect pricing should be evaluated during the RFP phase and/or following award?
- What is your strategy with respect to social procurement, primarily for indigenous business, but also for businesses owned by other visibility minorities, women, or persons with disabilities?
- Note that by the RFP stage, Respondents will be required to have a science-based target in line with Paris Agreement. This is in line Standard on the Disclosure of Greenhouse Gas Emissions and the Setting of Reduction Targets which is effective April 1st, 2023. Terms and conditions related to this will be included in the final resulting contract clauses for this procurement

SSC will consider this feedback and have the right to accept or reject any or all suggestions, when refining the requirements and preparing the documentation for subsequent phases of the procurement process.

2.3 Submission of Only One Response per Respondent for a proposed Commercially Available Public Cloud Service

The Respondent **must** be the Cloud Service Provider (CSP) of the proposed Commercially Available Public Cloud Service as defined in Annex B,

- a) A Respondent (including related entities) will be permitted to qualify only once. If a Respondent or any related entities participate in more than one response (participating means being part of the Respondent, not being a subcontractor), Canada will provide those Respondents with 2 working days to identify the single response to be considered by Canada. Failure to meet this deadline may result in all the affected responses being disqualified or in Canada choosing, in its discretion, which of the responses to evaluate. Any individual, sole proprietorship, corporation, or partnership that is a Respondent as part of a joint venture cannot submit another response on its own or as part of another joint venture.
- b) For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is an individual, corporation, partnership, etc.) an entity will be considered to be “related” to a Respondent if:
- i) they are the same legal entity as the Respondent (i.e., the same corporation, partnership, limited liability partnership, etc.).
 - ii) the entity and the Respondent are “related” or “affiliated” according to the Canada *Income Tax Act*.

- iii) the entity and the Respondent have now or in the two years before the ITQ closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- iv) the entity and the Respondent otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

3. PREPARING AND SUBMITTING A RESPONSE

3.1 General Instructions

SSC's Standard Instructions include instructions with respect to responses, which apply in addition to those described in this document.

3.2 Language for Future Communications

Each Respondent is requested to identify, in its Response Submission Form, which of Canada's two official languages it chooses to use for future communications with Canada regarding this ITQ and any subsequent phases of the procurement process.

3.3 Content of Response

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

- a) **Specific Responses to the Qualification Requirements at Annex A (Mandatory at ITQ Closing):** The response must include all the information required by Annex A.
- b) **Additional Comments and Feedback (Optional at ITQ Closing):** Respondents are invited to provide feedback and suggestions to the questions and comments outlined above in Section 2.2 b).
- c) **Forms (Requested at ITQ Closing):** Respondents are requested to include the Response Submission Form, included as Form 1, with their responses. It provides a common form in which Respondents can provide information required for evaluation, such as a contact name, the Respondent's Procurement Business Number, the language for future communications with Canada about this procurement process, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information requested by the Response Submission Form is incomplete or requires correction, Canada will provide the Respondent with an opportunity to provide the additional information or make the correction. Providing the information when requested during the evaluation period is mandatory.

Respondents are also requested to include the Integrity Check Form, included as Form 2, with their responses.

- d) **Certifications (Requested at ITQ Closing):**
 - i) By submitting a response, the Respondent is providing the certifications identified below as required. The content of each certification is set out in SSC's Standard Instructions in the section entitled "**Deemed Certifications from Each Bidder**":

Equipment and Software is "Off-the-Shelf"	Not required
System is "Off-the-Shelf"	Not required

- ii) If the table below indicates that a certification is required, the Respondent is required to provide the following certifications described in SSC’s Standard Instructions. Although all these certifications are requested at ITQ closing, if Canada determines that any certification is missing, incomplete or requires correction, Canada will provide the Respondent with an opportunity to provide the required information. Providing the certification when requested during the ITQ evaluation period is mandatory. If the Respondent fails to provide the requested information or certification within 5 working days (or a longer period provided by the Contracting Authority), Canada will disqualify the Respondent.

Federal Contractors Program for Employment Equity Certification	Required – please provide the information in the Response Submission Form
Former Public Servants Certification	Required – please provide the information in the Response Submission Form
Regulatory Certifications set out in Regulatory Forms A, B, C and D of SSC’s Standard Instructions	Not required

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

3.4 Pre-Bid Compliance Check Process

- a) **Bidders are invited to submit a Pre-Bid:** Canada invites bidders to submit the following:
- i) draft responses to the mandatory technical requirements
- This is referred to as a “**Pre-Bid**”. The submission of a Pre-Bid by any bidder is optional and is not a pre-condition to submitting a bid on the closing date. Canada will not return Pre-Bids to bidders but will treat Pre-Bids the same way it treats bids, in accordance with Section 1.8(j) of SSC’s Standard Instructions.
- b) **How to submit a Pre-Bid:** A bidder may submit a Pre-Bid in one of two ways:
- i) by email to the Contracting Authority. When a Pre-Bid is received by email, the Contracting Authority will send an email acknowledgement back to the bidder. If the bidder does not receive an email acknowledgement, the bidder is encouraged to follow-up by telephone with the Contracting Authority; or
- c) **A Pre-Bid will only be reviewed if submitted by the Pre-Bid Deadline:** Canada will review only Pre-Bids submitted by no later than **April 3, 2023, 2 p.m. EDT** (the “**Pre-Bid Deadline**”). Canada will review only one Pre-Bid from each bidder (i.e., after receiving feedback, the bidder cannot submit a new version of its Pre-Bid for review).
- d) **Canada will provide Feedback on Pre-Bids:** The Contracting Authority will provide confidential feedback, referred to as a Preliminary Evaluation Notice (PEN), to each bidder that has submitted a Pre-Bid by the Pre-Bid Deadline. Canada will normally provide that feedback by email and the bidder is deemed to have received Canada’s feedback at the time it is sent by Canada. Canada is not responsible for any technical delays in the receipt by the bidder of its feedback.
- e) **Nature of Canada’s Feedback where No Deficiencies identified:** If Canada does not note any deficiencies during its review of a Pre-Bid, Canada will provide the relevant bidder with a “nil” response.

- f) **Nature of Canada's Feedback where Deficiencies identified:** If Canada notes deficiencies during its review of a Pre-Bid, Canada will provide written feedback to the bidder indicating any mandatory requirements that Canada has noted:
- i) have not been addressed at all.
 - ii) have not been sufficiently addressed; and
 - iii) are addressed in such a way that the Pre-Bid would be declared non-compliant if submitted on the closing date.

While Canada will note the reason the Pre-Bid is deficient, Canada will not indicate to the bidder how the deficiency can be corrected. For example, the feedback might consist of statements such as the following:

- *The OEM certification appears to have been signed by a representative of the bidder rather than the OEM.*
- *The Pre-Bid did not demonstrate that the bidder has 3 years of experience on the Pre-Bid closing date.*
- *The Pre-Bid did not demonstrate that proposed equipment meets the specifications set out in Annex B.*
- *The Pre-Bid did not demonstrate that the bidder has an existing portal for placing service orders.*

Once Canada has indicated that a specific mandatory requirement has not been met, Canada is not required to breakdown each way in which the bidder has failed to meet the mandatory requirement. Canada will also not respond to questions about the feedback. If Canada determines that a Pre-Bid is substantially deficient (i.e., there are more than 5 deficiencies identified), Canada reserves the right not to conduct a full review, in which case Canada will identify to the bidder only those deficiencies noted by Canada before it ceased its review. In addressing Canada's feedback, bidders should ensure that the elements of the bid remain consistent following any changes made.

- g) **Timing for Providing Feedback:** The time it takes for Canada to provide the feedback will depend on the number of Pre-Bids received and their quality. Canada does not commit to provide its feedback within a specific amount of time. If Canada has not provided feedback with respect to the Pre-Bids at least 5 Federal Government Working Days before the scheduled closing date, the closing date will be extended so that all bidders have 5 full FGWDs (the day of receipt of the feedback is not counted) to finalize their bids prior to the closing date. For example, Canada sends the feedback to the bidders on Monday at 10am. Assuming there are no holidays during this period, the bidder will have Tuesday, Wednesday, Thursday, Friday, and the following Monday to refine its bid. The closing date will be no earlier than the following Tuesday.
- h) **Bidder Solely Responsible for Submitting Compliant Bid at Closing:** Even if Canada provides feedback regarding a Pre-Bid, the bidder is solely responsible for ensuring that its bid submitted on the closing date is accurate, consistent, complete and fully compliant. Canada does not guarantee that it will identify every deficiency during its review of the Pre-Bid. By submitting a Pre-Bid, the bidder is agreeing that Canada's review is only preliminary, and that Canada will not be responsible in any way for failing to identify any omission, deficiency or non-compliance during its review of the Pre-Bid.
- i) **No Financial Information:** Canada requests that bidders not include any financial information in their Pre-Bid.

3.5 Electronic Submission of Response

- a) **Email Submission of Response:** Subject to Subsection (j), Respondents must submit their responses by email in accordance with this Section by the date and time of closing to the email address identified on the cover page of this document as the “Email Address for Response Submission”.
- b) **Format of Email Attachments:** The approved formats for email attachments are any combination of:
 - i) PDF attachments; and
 - ii) documents that can be opened with either Microsoft Word or Microsoft Excel.Respondents that submit attachments in other formats do so at their own risk.
- c) **Email Size:** Respondents should ensure that they submit their response in multiple emails if any single email, including attachments, will exceed 15 MB. Except as expressly provided below, only emails that are received at the Email Address for Response Submission by the closing date and time will be considered part of the response.
- d) **Email Title:** Respondents are requested to include the ITQ No. identified on the cover page of this document in the “subject” line of each email forming part of the response.
- e) **Time of Receipt:** All emails received at the Email Address for Response Submission showing a “received” time before the response closing date and time will be considered timely. In the case of a dispute regarding the time at which an email arrived at SSC, the time at which the response is received by SSC will be determined:
 - i) by the delivery time stamp received by the Respondent if the Respondent has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
 - ii) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the Respondent has not turned-on Delivery Status Notification for the sent email.
- f) **Availability of Contracting Authority:** During the two hours leading up to the closing date and time, an SSC representative will monitor the Email Address for Response Submission and will be available by telephone at the Contracting Authority’s telephone number shown on the cover page of this document (although the SSC representative may not be the Contracting Authority). If the Respondent is experiencing difficulties transmitting the email to the Email Address for Response Submission, the Respondent should contact SSC immediately at the Contracting Authority’s coordinates provided on the cover page of this document.
- g) **Email Acknowledgement of Receipt by SSC:** On the closing date, an SSC representative will send an email acknowledging receipt of each response (and each email forming part of that response, if multiple emails are received) that was received by the closing date and time at SSC’s Email Address for Response Submission.
- h) **Delayed Email Bids:** SSC will accept an email response received in the first 24 hours after the closing date and time only if the Respondent can demonstrate that any delay in delivering the email to the SSC Email Address for Response Submission is due to Canada’s systems. Responses received by email more than 24 hours after the closing date and time will not be accepted under any circumstances. As a result, Respondents who have tried to

submit a response, but have not received an email acknowledging receipt from SSC shortly thereafter should contact the Contracting Authority so that they can determine whether or not the response arrived at the SSC Email Address for Response Submission on time.

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

4. PROCESS FOR EVALUATING RESPONSES

4.1 Evaluation of Respondent Qualifications

Canada will evaluate whether each Response satisfies all the mandatory requirements described in this ITQ (including information that this ITQ indicates is required, but the ITQ specifically states that it may be submitted upon request after the closing date). The provisions of SSC's Standard Instructions that relate to evaluation also apply. A response must comply with all the requirements of the ITQ in order to be declared compliant.

4.2 Basis of Qualification

- a) Each Respondent whose response meets all the requirements of this ITQ will become a Qualified Respondent for the next stage of the procurement process.
- b) Canada reserves the right to re-evaluate the qualification of any Qualified Respondent at any time during the procurement process. For example, if a particular security clearance is a requirement of this ITQ and the Respondent's security clearance changes or lapses, so that the Respondent no longer meets the requirements of this ITQ, Canada may disqualify that Qualified Respondent. Similarly, if information comes to the attention of Canada that calls into question any of the Qualified Respondent's qualifications under this ITQ, Canada may re-evaluate that Qualified Respondent. If Canada re-evaluates the qualification of any Qualified Respondent, Canada may request further information and, if the Qualified Respondent fails to provide it within 5 working days (or a longer period provided by the Contracting Authority), Canada may disqualify the Qualified Respondent.
- c) Unsuccessful Respondents will not be given another opportunity to participate or be re-evaluated for the subsequent phases of the procurement process, unless Canada determines, in its sole discretion, to conduct a second qualification round.
- d) Canada will provide written notice to each Respondent regarding whether or not they have qualified.

4.3 ITQ Phase Second Qualification Rounds

- a) Canada reserves the right, in its sole discretion, to conduct a second qualification round among the unsuccessful Respondents if, in Canada's opinion, the first qualification round results in an insufficient number of Qualified Respondents.
- b) If Canada determines that unsuccessful Respondents will be given a second opportunity to qualify, Canada will provide written information to all unsuccessful Respondents on the same day regarding the reasons they were unsuccessful during the first qualification round.
- c) Any Respondent who does not qualify as a result of any second qualification round conducted by Canada will not be given another opportunity to participate or be re-evaluated for any subsequent phases of this procurement process.

5. ANNEX A – MANDATORY REQUIREMENTS

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M1	General	<p>The Respondent must identify itself as the Cloud Service Provider (CSP), whose Commercially Available Cloud Services will be offered to Canada by itself at the solicitation stage of this procurement process.</p>	<p>Identify the proposed Commercially Available Cloud Service:</p> <p>_____</p> <p>Identify the Cloud Service Provider (CSP) for the proposed Commercially Available Cloud Service:</p> <p>The Respondent must demonstrate compliance by providing documentation outlining the services available in the proposed Commercially Available Cloud Services identified in M1.</p> <p>The substantiation required for M1 cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Cloud Service meets the requirement. Respondents can provide screen captures and technical or end- user documentation to supplement their responses.</p> <p>Where Canada determines that the substantiation is not complete, the Respondent will be declared non-compliant. The substantiation may refer to documentation previously submitted with the Response. It is requested that Respondents indicate where in the Response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>The Respondent's response should not exceed 5 pages. Any pages exceeding the 5 pages limit or external references to web pages will not be evaluated.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
M2	Data location	<p>The Cloud Service Provider of the proposed Commercially Available Cloud Service must provide the ESDC the ability to isolate data in Canada in an approved data center.</p> <p>For the purposes of this solicitation, an Approved Data Centre is defined as the following:</p> <ul style="list-style-type: none"> a) The data center must be geographically located in Canada; and b) The data center must meet all security requirements outlined in M3 	<p>The Respondent must demonstrate compliance by providing documentation outlining proposed Commercially Available Cloud Service's ability to isolate data in Canada in an approved data center.</p> <p>To be considered compliant, the provided documentation must include the following:</p> <ul style="list-style-type: none"> a) Screen shots of the available data center where Canadian data centers are on the availability list; and b) a list or map indicating where, geographically, the data centers are located in Canada. <p>The substantiation required for M2 cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Cloud Service meets the requirement. Respondents can provide screen captures and technical or end- user documentation to supplement their responses.</p> <p>Where Canada determines that the substantiation is not complete, the Respondent will be declared non-compliant. The substantiation may refer to documentation previously submitted with the Response. It is requested that Respondents indicate where in the Response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>The Respondent's response should not exceed 5 pages. Any pages exceeding the 5 pages limit or external references to web pages will not be evaluated.</p>
M3	Security Certifications	<p>The Cloud Service Provider of the proposed Commercially Available Cloud Service must demonstrate compliance with the security requirements selected in the CCCS Cloud Medium profile which is based on the PBMM profile from ITSG-33. (https://www.canada.ca/en/government/system/digital-government/digital-government-innovations/cloud-services/government-canada-security-control-profile-cloud-based-it-services.html).</p> <p>At RFP Stage, the Cloud Service Provider of the proposed Commercially Available Cloud Service will be required to demonstrate compliance through the mapping of security controls to the applicable industry certifications as referred to in the Canadian Centre for Cyber Security (CCCS) Cloud Service Provider (CSP) Information Technology (IT) Security Assessment Process (ITSM.50.100).</p>	<p>The Respondent must demonstrate that they participated in the process by having successfully on-boarded, participated in, or completed the CCCS CSP IT Assessment Program.</p> <p>To demonstrate compliance for M3, the Respondent must provide the following documentation</p> <ul style="list-style-type: none"> i. A copy of the communication with CCCS that confirms that they have on-boarded into the CCCS CSP IT Assessment Program <p>The Respondent should contact the CCCS Contact Centre contact@cyber.gc.ca for any additional information related to the CCCS CSP IT Assessment Program.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
		<p>Before Contract Award, the Cloud Service Provider of the proposed Commercially Available Cloud Service must have been assessed and validated through the ITSM.50.100 (https://cyber.gc.ca/en/guidance/cloud-service-provider-information-technology-security-assessment-process-itsm50100).</p>	
M4	PSPC Contract Security Program	<p>The Cloud Service Provider of the proposed Commercially Available Cloud Service must demonstrate that they have onboarded to the PSPC Contract Security Program - https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html</p>	<p>The Respondent must demonstrate that they participated in the process by having successfully on-boarded, participated in, or completed the PSPC Contract Security Program.</p> <p>To demonstrate compliance for M4, the Respondent must provide the following documentation</p> <ul style="list-style-type: none"> ii. A copy of the communication with PSPC that confirms that they have on-boarded into the PSPC Contract Security Program <p>The Respondent should contact their PSPC FISO (Field Industrial Security Officer) for any additional information related to the program.</p>
M5	Official languages	<p>The Cloud Service Provider of the proposed Commercially Available Cloud Service must provide the ability for the consumer to choose the official language of their choice, French or English, when browsing, ordering and contacting the Cloud Service Provider.</p>	<p>The Respondent must demonstrate how the proposed Commercially Available Cloud Service provides the capability to allow consumers to choose which official language, French or English.</p> <p>To be considered compliant, the provided documentation needs to demonstrate the Commercially Available Cloud Service's ability to perform the following in both French and English:</p> <ul style="list-style-type: none"> a) browsing the service(s) on their website(s); b) ordering services on their website(s); c) contacting the company for assistance via phone, email or chat. <p>The substantiation required for M5 cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Cloud Service meets the requirement. Respondents can provide screen captures and technical or end- user documentation to supplement their responses.</p> <p>Where Canada determines that the substantiation is not complete, the Respondent will be declared non-compliant. The substantiation may refer</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
			<p>to documentation previously submitted with the Response. It is requested that Respondents indicate where in the Response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>The Respondent's response should not exceed 5 pages. Any pages exceeding the 5 pages limit or external references to web pages will not be evaluated.</p>
M6	Ability to deliver commercially available enterprise – scale public cloud services for large-scale citizen facing programs	<p>The Cloud Service Provider of the proposed Commercially Available Public Cloud Service must demonstrate its ability to deliver public cloud services capable of meeting the requirements for large-scale citizen facing programs such as those delivered by ESDC as it relates to availability, scalability and disaster recovery capabilities.</p> <p>To support the volumetrics, the proposed Commercially Available Cloud Service must demonstrate its ability to support the workload of:</p> <ol style="list-style-type: none"> a. a minimum of 1,000 concurrent developers b. a minimum of 20,000 concurrent ESDC production users c. a minimum of 100,000 concurrent citizens using the applications delivered through the cloud service 	<p>The Respondent must provide documentation that demonstrates its ability to comply with the requirements in M6 and provide two client references.</p> <p>To be considered compliant, the provided documentation must include:</p> <ol style="list-style-type: none"> a) Narrative description or system documentation or technical documentation outlining and detailing how its Commercially Available Cloud Service demonstrating its ability to deliver public cloud services capable of meeting the requirements for large-scale citizen facing programs such as those delivered by ESDC as it relates to availability, scalability, elasticity and disaster recovery capabilities to support the volumetrics in M6 a to c. b) two client references completed. <p>The substantiation required for M6 cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Cloud Service meets the requirement. Respondents can provide screen captures and technical or end- user documentation to supplement their responses.</p> <p>Where Canada determines that the substantiation is not complete, the Respondent will be declared non-compliant. The substantiation may refer to documentation previously submitted with the Response. It is requested that Respondents indicate where in the Response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p> <p>The Respondent's response should not exceed 25 pages. Any pages exceeding the 25 pages limit or external references to web pages will not be evaluated.</p> <p>The Respondent must complete the client reference form at Appendix A for each of the referenced clients</p> <p>If more than two client references are provided, only the first two</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
			<p>references will be considered for evaluation.</p>
M7	<p>Ability to deliver enterprise -scale public-cloud services that scale rapidly outward and inward</p>	<p>The Cloud Service Provider of the proposed Commercially Available Cloud Service must demonstrate its ability to deliver commercially available public-cloud services that can be elastically provisioned and released, in some cases automatically, to scale rapidly outward and inward commensurate with demand. The Hyperscaler capabilities available for provisioning must be available for ESDC to appropriate in any quantity at any time (i.e., without notice or CSP infrastructure upgrade), up to a surge capacity of 1000%.</p>	<p>The Respondent must provide documentation that demonstrates its ability to comply with the requirements in M7.</p> <p>To be considered compliant, the provided documentation must include:</p> <p>a) Narrative description or system documentation or technical documentation outlining and detailing how its computing architecture can be elastically provisioned and released, in some cases automatically, to:</p> <ul style="list-style-type: none"> • scale rapidly outward and inward commensurate with demand; and • appropriate in any quantity at any time, without notice, up to a surge capacity of 1000%. <p>The substantiation required for M7 cannot simply be a repetition of the mandatory requirement but must explain and demonstrate how the Commercially Available Cloud Service meets the requirement. Respondents can provide screen captures and technical or end- user documentation to supplement their responses.</p> <p>Where Canada determines that the substantiation is not complete, the Respondent will be declared non-compliant. The substantiation may refer to documentation previously submitted with the Response. It is requested that Respondents indicate where in the Response the reference material can be found, including the title of the document, and the page and paragraph numbers.</p>

Mandatory ID	Sub-Category	Requirement	Required to demonstrate compliance
			The Respondent's response should not exceed 25 pages. Any pages exceeding the 25 pages limit or external references to web pages will not be evaluated.

APPENDIX A – CLIENT REFERENCE

As requested at M6, the Cloud Service Provider of the proposed Commercially Available Cloud Service must provide the details for two client references. The client reference contact person, either primary or secondary, must be available during the two-week period following the submission of the respondent’s Proposal to confirm the scope of services provided by the Respondent. The Respondent’s client reference information provided should not exceed 5 pages for each of the references provided. Any pages exceeding the 5 pages limit or external references to web pages will not be evaluated.

M6 Client Reference 1	
Respondent Name	
Client Name and address	
1 st Contact Person	
1 st Contact Person Title	
1 st Contact Person Address	
1 st Contact Person Telephone	
1 st Contact Person Email	
2 nd Contact Person	
2 nd Contact Person Title	
2 nd Contact Person Address	
2 nd Contact Person Telephone	
2 nd Contact Person Email	
Respondent's Cloud Services contract – Start Date and end date (if applicable)	

Brief Overview of the client's referenced program(s).	
Respondent's yearly revenues generated	
<p>Brief overview of the scope of the Respondent's cloud services being provided to the client as it relates to the referenced program(s).</p> <p>Also, the Respondent is to provide an indication of the 2021 and/or 2022 volumetrics, that includes, as a minimum:</p> <ul style="list-style-type: none"> a. The number of concurrent developers b. The number of concurrent client production users c. The number of concurrent citizens using the applications delivered through the cloud service to the client 	
Brief Overview of the Respondent's cloud services and support tools as it relates to availability, scalability, elasticity and disaster recovery capabilities of the referenced program(s).	
Any additional comments	

M6 Client Reference 2	
Respondent Name	
Client Name and address	
1 st Contact Person	
1 st Contact Person Title	
1 st Contact Person Address	
1 st Contact Person Telephone	
1 st Contact Person Email	
2 nd Contact Person	
2 nd Contact Person Title	
2 nd Contact Person Address	
2 nd Contact Person Telephone	
2 nd Contact Person Email	
Respondent's Cloud Services contract – Start Date and end date (if applicable)	
Brief Overview of the client's referenced program(s).	
Respondent's yearly revenues generated	

<p>Brief overview of the scope of the Respondent's cloud services being provided to the client as it relates to the referenced program(s).</p> <p>Also, the Respondent is to provide an indication of the 2021 and/or 2022 volumetrics, that includes, as a minimum:</p> <ul style="list-style-type: none"> a. The number of concurrent developers b. The number of concurrent client production users c. The number of concurrent citizens using the applications delivered through the cloud service to the client 	
<p>Brief Overview of the Respondent's cloud services and support tools as it relates to availability, scalability, elasticity and disaster recovery capabilities of the referenced program(s).</p>	
<p>Any additional comments</p>	

6. ANNEX B – DEFINED TERMS

Term	Definition
Access Management	<p>Grants permissions for what users can do and see within a system (e.g. using specific groups and role for separation). Access management determines which roles or users can access different information and processes at specific times and levels of security (i.e. restrict access to a database unless the user is authenticated and is in a role that has been granted access to that resource).</p> <p>(Reference Identity, Credential, and Access Management (ICAM) - ITSAP.30.018 - Canadian Centre for Cyber Security)</p>
Application Programming Interface (API)	<p>A set of functions and procedures allowing the creation of applications that access the features or data of a system or a service.</p>
Canada's Data	<p>Information or data, including all text, sound, video, or image files, software and related metadata, regardless of form or format: (A) disclosed by Canada's personnel, clients, partners, joint venture participants, licensors, vendors or suppliers through the use of the Cloud Services; (B) disclosed by End Users of the Cloud Services; or (C) collected, used, processed by, or stored within the Cloud Services; which is directly or indirectly disclosed to the Contractor or Subcontractors by or on behalf of Canada or through the use of the Cloud Services including any such information or data to which (i) the Contractor or any Subcontractors obtains access, intentionally or inadvertently; (ii) resident on any network, System or Hardware used or managed for Canada by the Contractor for the Cloud Services and Contractor's services, including Contractor Infrastructure.</p>
Cloud Computing	<p>Cloud computing is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable</p>

Term	Definition
	<p>computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.</p> <p>(Reference http://csrc.nist.gov/publications/PubsSPs.html#800-145)</p>
Cloud Service Provider (CSP)	<p>A <i>Cloud Service Provider</i> is an entity (can include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that is the originator of the <i>Public Cloud Service</i> in its entirety.</p>
Commercially Available	<p>A service available to the public to obtain for use or consumption.</p>
Compromise	<p>A breach of government security which includes, but is not limited to:</p> <ul style="list-style-type: none"> •unauthorized access to, disclosure, modification, use, interruption, removal, or destruction of sensitive information or assets, causing a loss of confidentiality, integrity, availability or value; •any action, conduct, threat or gesture of a person toward an employee in the workplace or an individual within federal facilities that caused harm or injury to that employee or individual; and, •events causing a loss of integrity or availability of government services or activities. <p>(Reference: Government of Canada Cyber Security Event Management Plan (GC CSEMP) - Canada.ca)</p>
Contractor	<p>A <i>Contractor</i> is the entity (can include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) delivering the Cloud Services to the Government of</p>

Term	Definition
	Canada and its partners. It is the entity approved referenced as the ' <i>Contractor</i> ' on the Resulting Contract.
Credential	<p>A unique physical or electronic object (or identifier) issued to, or associated with, an individual, organization or device.</p> <p>(Reference Guideline on Defining Authentication Requirements-Canada.ca)</p>
Data	Representations of information in a formalized manner suitable for communication, interpretation, or processing.
Elasticity	The degree to which a system is able to adapt to workload changes by provisioning and de-provisioning resources in an autonomic manner, such that at each point in time the available resources match the current demand as closely as possible.
End User	Any individual, or system process acting on behalf of an individual, authorized by Canada to access the Cloud Services.
Federated Identity	<p>Identity provided by a federation - A cooperative agreement between autonomous entities that have agreed to work together. The federation is supported by trust relationships and standards to support interoperability.</p> <p>(Reference Guideline on Defining Authentication Requirements-Canada.ca)</p>
Flow Down	A flow down clause is a contractual provision where a contracting party (Contractor) legally binds another party (Subcontractor) to the terms and conditions of the Contract between the Contractor and the Client.

Term	Definition
Hyperscaler	A Cloud Service Provider with the complex mix of hardware and facilities that can scale a distributed computing environment up to thousands of servers.
Identity	<p>A reference or designation used to distinguish a unique and particular individual, organization or device.</p> <p>(Reference Guideline on Defining Authentication Requirements-Canada.ca)</p>
Information Spillage	Refers to incidents where an Information Asset is inadvertently placed on an Asset or System that is not authorized to process it (e.g. ITSG-33, IR-9).
Infrastructure as a Service (IaaS)	<p>In an IaaS model, users pay for cloud storage space on a consumption basis. Users are also responsible for accessing, monitoring, and managing their own data remotely stored on the infrastructures. IaaS Cloud Service Providers generally manage hardware, storage and networking, as well as other services at an additional cost.</p> <p>(Reference Cloud computing: the types - Canadian Centre for Cyber Security)</p>
Master Account	An account with root level privileges to generate client accounts or sub-accounts that will enable departmental access to commercially available public cloud services.
Metadata	<p>The definition and description of the structure and meaning of information resources, and the context and systems in which they exist.</p> <p>(Reference: Standard on Metadata- Canada.ca)</p>
Network Segmentation	Architectural approach that divides a network into multiple subnets, each acting as its own network.

Term	Definition
Orchestration	The automated configuration, management, and coordination of systems and services to manage complex workflows and tasks in an easier manner.
Personal Information	<p>Information that is about an identifiable individual and recorded in any form, as defined in section 3 of the Privacy Act. Examples include but are not limited to the information relating to race, nationality, ethnic origin, religion, age, marital status, address, education as well as the medical, criminal, financial or employment histories of an individual. Personal information also includes any identifying number or symbol, such as the social insurance number, assigned to an individual.</p> <p>(Reference: Privacy Act)</p>
Platform-as-a-Service (PaaS)	<p>PaaS is a platform model that provides a safe development, testing, and deployment environment for application developers. This service model is very flexible and can allow you to scale deployments quickly. It can provide add-on features to aid in the application development and deployment processes.</p> <p>(Reference Cloud computing: the types - Canadian Centre for Cyber Security)</p>
Public Cloud Services	<p>A public cloud provides shared resources, cost-effectiveness and efficiency. This type of cloud is external to an organization, meaning that applications and data storage are remotely accessible. You may share the same infrastructure with many organizations, meaning your data may be stored on the same server as others.</p> <p>(Reference Cloud computing: the types - Canadian Centre for Cyber Security)</p>

Term	Definition
Record	Any hard copy document or any data in a machine-readable format containing Personal Information
Scalability	Property of a system to handle a growing amount of work by adding resources to the system.
Security Event Log	Any event, notification or alert that a device, systems or software is technically capable of producing in relation to its status, functions and activities. Security Events Logs are not limited to security devices, but are applicable to all devices, systems and software that are technically capable of producing event logs that can be used in security investigations, auditing and monitoring. Examples of Systems that can produce security event logs are, but not limited to: firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, network, authentication services, directory services, DHCP, DNS, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application/layer, firewalls.
Security Incident	Any event (or collection of events), act, omission or situation that has resulted in a compromise. Examples of cyber security incidents: Active exploitation of one or more identified vulnerabilities, exfiltration of data, failure of a security control, breach of a cloud-hosted or managed GC service, etc. (Reference: Government of Canada Cyber Security Event Management Plan (GC CSEMP) - Canada.ca)
Security Event	Any event, omission or situation that may be detrimental to government security, including threats, vulnerabilities and security incidents. Examples of cyber security events: Disclosure of a new vulnerability, intelligence that a threat actor may be planning an attack against a GC information system (e.g. Distributed Denial of Service

Term	Definition
	<p>(DDOS) attack), attempts at breaching the network perimeter, etc.</p> <p>(Reference: Government of Canada Cyber Security Event Management Plan (GC CSEMP) - Canada.ca)</p>
Service Level Agreement (SLA)	<p>A documented agreement between a service provider and a customer that identifies both services required and the expected level of services.</p> <p>(Reference ITIL® 4 Glossaries of Terms Axelos)</p>
Service Location(s)	<p>Any facility, site or other physical location owned, leased, provisioned or otherwise occupied by the Supplier or any Supplier Sub-processor from which the Supplier or any Supplier Sub-processor provides any Services.</p>
Service Provision	<p>Activities performed by an organization to provide services. It includes management of the provider's resources, configured to deliver the service; ensuring access to these resources for users; fulfilment of the agreed service actions; service level management; and continual improvement.</p> <p>(Reference ITIL® 4 Glossaries of Terms Axelos)</p>
Software-as-a-Service (SaaS)	<p>SaaS is a software distribution model where applications are purchased or hosted by a cloud service provider, and then made available for customers to use over the internet. This reduces the need to install and maintain the software on local computers. Many Government of Canada departments use a similar type of service, but they use a network instead of the internet.</p> <p>(Reference Cloud computing: the types - Canadian Centre for Cyber Security)</p>

Term	Definition
Subcontractor	Any person to whom the Contractor subcontracts the performance of the Contractor's services, in whole or in part.
Sub-processor	Any a natural or legal person, public authority, agency or other body which processes personal data on behalf of a data controller or Contractor.
Third Party Assurance	<p>Third Party Assurance means all guarantees, indemnities, counter-indemnities and letters of comfort of any nature given to a third party by (i) a Group Company in respect of any obligation of a member of the Seller's Group or (ii) a member of the Seller's Group in respect of any obligation of a Group Company;</p> <p>(Reference Third Party Assurance Definition Law Insider)</p>
Vulnerability	<p>Weakness in an information system, system security procedures, internal controls, or implementation that could be exploited or triggered by a threat source</p> <p>(Reference Government of Canada Cyber Security Event Management Plan (GC CSEMP) - Canada.ca)</p>
Whitelist	A whitelist is a list of Cloud Services that are deemed safe and allowed to run for the Client operations.

FORM 1 – RESPONSE SUBMISSION FORM

INVITATION TO QUALIFY NO. ESDC#001 RESPONSE SUBMISSION FORM			
Respondent's full legal name <i>In the case of a joint venture, please identify all members.</i>			
Authorized Representative of Respondent for evaluation purposes (e.g., clarifications)	Name		
	Title		
	Address		
	Telephone #		
	Fax #		
	Email		
Respondent's Procurement Business Number (PBN) <i>Please see SSC's Standard Instructions. Please make sure that your PBN matches the legal name under which you have submitted your response. If it does not, the Respondent will be determined based on the legal name provided, not based on the PBN, and the Respondent will be required to submit the PBN that matches the legal name of the Respondent.</i>			
Applicable ITQ for the Response			
Respondent's proposed Commercially Available Public Cloud Services			
CSP of the proposed Commercially Available Public Cloud Services			
Former Public Servants <i>Please see the Section of SSC's Standard Instructions entitled "Former Public Servants" for more information. If you are submitting a response as a joint venture, please provide this information for each member of the joint venture.</i>	Is the Respondent a Former Public Servant in receipt of a pension as defined in SSC's Standard Instructions? If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"	Yes	
		No	
	Is the Respondent a Former Public Servant who received a lump sum payment under the terms of the work force adjustment directive? If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"	Yes	
		No	
Federal Contractors Program for Employment Equity Certification <i>Please see the section of SSC's Standard Instructions entitled "Federal Contractors Program for Employment Equity" for more information. Please check one of the boxes or provide the required information. If you are submitting a response as a joint venture, please provide this information for each member of the joint venture.</i>	The Respondent certifies having no work force in Canada.		
	The Respondent certifies being a public sector employer.		
	The Respondent certifies being a federally regulated employer subject to the <i>Employment Equity Act</i> .		

INVITATION TO QUALIFY NO. ESDC#001 RESPONSE SUBMISSION FORM		
	The Respondent certifies having a combined work force in Canada of fewer than 100 permanent full-time, part-time and temporary employees.	
	The Respondent has a combined workforce in Canada of 100 or more permanent full-time, part-time and temporary employees.	
	Valid and current Certificate number.	
	The Respondent certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labor.	
Requested language for future communications regarding this procurement process – <i>Please indicate either French or English</i>		
<p>On behalf of the Respondent, by signing below, I confirm that I have read the entire ITQ, including the documents incorporated by reference into the ITQ, and I certify and agree that:</p> <ol style="list-style-type: none"> 1. The Respondent considers itself and its products able to meet all the mandatory requirements described in the ITQ. 2. All the information provided in the response is complete, true and accurate; and 3. The Respondent agrees to be bound by all the terms and conditions of this ITQ, including the documents incorporated by reference into it. 		
Signature of Authorized Representative of Respondent		

FORM 2 – INTEGRITY CHECK FORM

Invitation to Qualify No. ESDC#001 Integrity Check Form	
Complete Legal Name of the Respondent	
Respondent's Address	
Respondent's Procurement Business Number (PBN)	
Board of Directors <i>Please use the format - first name last name. Please add additional lines for directors as required.</i>	
Complete Legal Name of the Respondent	
Respondent Address	
Respondent Procurement Business Number (PBN)	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	