



# Government Contact Centre Services (GCCS) Stream 1: Enterprise Contact Centre Services (ECCS) Request for Supply Arrangement (RFSA)

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Issuing Office	Shared Services Canada 400 Cooper St Ottawa ON K2P 2N1		
Contracting Authority (The Contracting Authority is the contact for all questions and comments about this document)	Name	James Graves	
	Telephone No.	(613) 668-9563	
	Email Address	<a href="mailto:james.graves2@canada.ca">james.graves2@canada.ca</a>	
	Postal Address	400 Cooper St Ottawa ON K2P 2N1	
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Email Address for Response Submission by the Closing Date	Response are to be submitted in the P2P portal  For any questions or concerns, please email the Contracting Authority: <a href="mailto:james.graves2@canada.ca">james.graves2@canada.ca</a>		

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# 1. General Information

## 1.1 Introduction

The Government of Canada (GC / Canada) established Shared Service Canada (SSC) on August 4, 2011. SSC is a federal government department acting as a shared services organization providing modern, reliable and secure electronic Mail, Data Centre, and Network services to Clients in accordance with the Shared Services Canada Act. SSC's "Clients" include SSC itself, those government institutions for whom SSC's services are mandatory at any point during the life of any resulting instrument(s), and those other organizations for whom SSC's services are optional at any point during the life of any resulting instrument(s) and that choose to use those services from time to time. In addition to the Government of Canada, SSC may also serve a government of a province or municipality in Canada, a Canadian aid agency, a public health organization, an intergovernmental organization or a foreign government.

GC Contact Centre services provide SSC Clients with technology to allow internal/external clients and stakeholders to access GC information and services. Contact Centres are vital for Canadians and their businesses to gain ready access to information, services, and support from GC departments and agencies such as taxes, social services and benefits, immigration and regulatory obligations.

Contact Centre Services Modernization will provide improved, more secure and reliable access to GC Contact Centre services including: new options in communicating with Service Agents beyond voice communication (e.g. web, text, chat, email, videoconference, etc.); automated information sources; convenient automatic call-back and self-service options; and special electronic access for those with disabilities. It will also improve the overall efficiency and reliability of the service, while significantly reducing the risk of service outages.

## 1.2 Overview and Scope of the Requirement

- a) **Nature of Requirement:** Supply Arrangement (SA) for Enterprise Contact Centre Services (ECCS).
  - i) Canada intends to issue a Request for Supply Arrangement refresh, required on an annual basis, and more frequently at Canada's discretion, to onboard additional Suppliers for increased competition:
  - ii) The scope of any subsequent RFQ/RFPs that may be issued include Core Features, Extended Features, and any Contact Centre related features and services as determined by Canada. Extended features can include but are not limited to Call Back, Configurable Priority Levels, Customer Relationship Management (CRM), Directed Speech, Multimedia Contextual Analytics, Natural Language with DTMF Recognition, Outbound Auto Dialer, Outbound Communication Channels, Screen-Pop / Computer Telephony Integration (CTI), Screen Recording, Silent Monitoring, Speech Analysis (Real-Time), Speech Analysis (Historical), Speech to Text, Text to Speech, Third Party Integration, Virtual Queuing.
  - iii) The SA(s) may include provisions to:
    - a) add new Enterprise Contact Centre Services Supply Arrangement Holders at the discretion of Canada;
    - b) allow for innovation and the inclusion of new Contact Centre-related technologies and solutions over time;
    - c) remove existing Enterprise Contact Centre Services Supply Arrangement Holders (temporarily or permanently) for non-performance or inactivity;
    - d) add technical and/or mandatory rating criteria at the RFQ/RFP phase; and

- e) subject to the provisions of this RFSA, Canada intends to issue the SA(s) with no fixed expiry date and to be used as long as SSC considers it useful to do so. Each resulting Contract issued pursuant to the SA(s) will represent a stand-alone Contract with its own term and expiry date.
- b) **Potential Client Users:** This solicitation is being issued by SSC. It is intended that the Supply Arrangement(s) (SA(s)) resulting from this solicitation will be used by SSC to provide Government Contact Centre Services (GCCS) – Stream 1: Enterprise Contact Centre Services (ECCS) to SSC clients (partners, agencies, crown corporations, and other government departments as requested). In addition, the Minister designated for the purposes of the Shared Services Canada Act may provide the services specified through Shared Services Canada to “a government of a province or municipality in Canada, a Canadian aid agency, a public health organization, an intergovernmental organization or a foreign government, so long as there are no additional costs incurred by or additional resources allocated by Shared Services Canada” as per Order In Council (OIC) 2015-1071. This process will not preclude SSC from using another method of supply for any of its clients with the same or similar needs.
- c) **Number of Supply Arrangements:** Resulting from the RFSA Refresh, SSC intends to award 1 Supply Arrangement per Qualified Respondent.
- d) **Term of Supply Arrangement:** SSC intends on issuing the resulting SA(s) with no fixed expiry date (i.e. to be used as long as SSC considers it useful to do so). Each resulting Contract issued pursuant to the SA(s) will represent a stand-alone Contract with its own term and expiry date.

### 1.3 Applicable Trade Agreements

The following trade agreements apply to this procurement process:

- a) Canadian Free Trade Agreement;
- b) World Trade Organization Agreement on Government Procurement;
- c) Canada-Chile Free Trade Agreement;
- d) Canada-Colombia Free Trade Agreement;
- e) Canada-Peru Free Trade Agreement;
- f) Canada-Panama Free Trade Agreement;
- g) Canada-Honduras Free Trade Agreement; and
- h) Canada-Israel Free Trade Agreement.

### 1.4 Comprehensive Land Claims Agreements

- a) This procurement may consider contracting obligations that exist in the Comprehensive Land Claim Agreements across Canada in subsequent RFQ/RFPs issued against the anticipated resulting Supply Arrangement(s).
- b) The objective of CLCAs is to generate socio-economic benefits for Aboriginal people in specific land claim agreement areas. For example, this could include but is not limited to sub-contracting and/or training Aboriginal firms.
- c) CLCA applicability to support deliverable requirement(s) will be determined at the post-Supply Arrangement stage.

### 1.5 SSC's Role in Promoting Accessibility

- a) The Accessible Canada Act (Bill C-81) is intended to enhance the full and equal participation of all persons, especially persons with disabilities, in society. This is to be achieved through the progressive realization, within the purview of matters coming within the legislative authority of Parliament, of a Canada without barriers, particularly by the identification, removal and prevention of barriers.
- b) SSC has a role in implementing the Government of Canada's vision for a more accessible Canada because SSC provides the information technology infrastructure that supports the delivery of digital services to Canadians. This means that SSC is engaged in the procurement of goods and services and in supporting the delivery of programs and services by other government departments, both of which are areas covered by the Accessible Canada Act. SSC's goal is for its information technology infrastructure to be more accessible to and more usable by the broadest range of government officials and Canadians who use it, including those with disabilities.
- c) SSC is committed to providing leadership to procure accessible ICT goods and services and supporting the goal of inclusive by design, accessible by default. This procurement includes accessibility standards which are adopted from the latest version of EN 301 549 Harmonised European Standard Accessibility Requirements for ICT Products and Services, including the latest version of WCAG.
- d) As the intention is for this initiative to take place progressively, Supply Arrangement Holders should anticipate that, over time, the accessibility requirements in Canada's RFPs/RFQs will evolve and may become more demanding.

## 1.6 Policy on Green Procurement

- a) In accordance with Canada's Policy on Green Procurement, issued in April 2006, directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process (see the Policy on Green Procurement)<sup>1</sup>, and to assist Canada in reaching its objectives pertaining to this policy, Respondents will submit electronic bids through the Procure to Pay (P2P) system.
- b) As the intention is for Policy on Green Procurement implementation in Canada's procurement contracts to take place progressively, Supply Arrangement Holders should anticipate that, over time, green procurement requirements in Canada's RFPs/RFQs will evolve and may become more demanding.

## 1.7 Conflict of Interest or Unfair Advantage

- a) 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.
- b) In order to protect the integrity of the procurement process, Respondents are advised that Canada may reject a response in the following circumstances:
  - i) if the Respondent, any of its affiliates or subcontractors, or any of their respective employees or former employees was involved in any manner in the preparation of the strategies and documentation related to this procurement process or is in any situation of conflict of interest or appearance of conflict of interest; or
  - ii) if the Respondent, any of its affiliates or subcontractors, or any of their respective employees or former employees had access to information related to the RFSA that was not available to other Respondents and that would, in Canada's opinion, give or appear to give the Respondent an unfair advantage.
- c) Respondents who are in doubt about a particular situation should contact the Contracting Authority during the question period for the solicitation. By submitting a response, the Respondent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Respondent

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<sup>1</sup> <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>

acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

- d) **Previous Experience:** The experience acquired by a Respondent who is providing or has provided the same or similar goods and services described in the RFSA to Canada in the past will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest.
- e) **Making Representations:** If Canada intends to reject a response under this section, the Contracting Authority will inform the Respondent and provide the Respondent an opportunity to make representations before Canada makes a final decision. The Contracting Authority will provide the Respondent with a minimum of 5 Federal Government Working Days (FGWDs) to make its representations, which will normally be required in writing.

## 1.8 Terminology

- a) All elements of this document that are mandatory are identified by “must” or “mandatory”.
- b) To successfully qualify for anticipated resulting SA(s), the Responses must meet all mandatory requirements.
- c) The use of the phrase “is requested to” or “should” indicates that it is preferred, but not mandatory, that the Respondents comply with the instructions provided. Failure to comply will not fail a Respondent on that basis alone.
- d) The following definitions apply to the RFSA:

Term	Definition
<b>Contact Centre</b>	A system that efficiently and effectively integrates and automates Inbound/Outbound processing of a large volume of Communication Channels (e.g. Voice, Email, Web Chat, etc.) between Canada and Calling/Called Parties.
<b>Government Contact Centre Service</b>	An Enterprise Contact Centre Service (ECCS) or a Contact Centre as a Service (CCaaS).
<b>Contact Centre as a Service (CCaaS)</b>	A Contact Centre Service that is provided as Software as a Subscription (SaaS) where the customer's data is resident and processed by a Cloud Provider with datacenters located in the US and/or Canada.
<b>Contact Centre Service Managed Service</b>	A Managed Service that provides a Contact Centre.
<b>Prime Contractor</b>	A service that is designed, engineered, implemented, operated, administered, managed and maintained by a Supplier for a customer using hardware and software owned/licensed by a supplier.
<b>Government Contact Centre Supplier</b>	A supplier with a direct contract with a customer for Contact Centre Service
<b>Contact Centre as a Service Supplier</b>	A Contact Centre as a Service Supplier.
<b>Cloud Provider</b>	A Supplier that provides a Managed Contact Centre Service in the Public Cloud
<b>Intellectual Property (IP)</b>	The owner of the IP of the Public Cloud offerings.
	A creation of the mind. Intellectual Property includes inventions, art, literature, software applications, names and images used in business , copyrights, trademarks, patents, designs etc.

<b>Software Publisher</b>	The entity that exclusively owns all right, title and interest under, in and to the Intellectual Property of the CCaaS (as defined above).
<b>Authorized Licensed Partner</b>	The entity authorized to supply and integrate the Software Publisher's products.
<b>Software as a Service (SaaS)</b>	A cloud based service provisioned, managed and accessed over the internet that provides a complete software solution. All of the underlying computing infrastructure (servers, storage), networking, network firewalls and security middleware, app software and app data are located in the Cloud Providers datacentre(s).
<b>Agent</b>	A resource that answers Communication Channels for a Contact Centre Service.
<b>Core Features</b>	Features provided by a Contact Centre Service that includes: a) Agents' Skillsets; b) Applications; c) Interaction Distribution; d) Interaction Priority; e) Interaction Queuing; f) Communication Channels (inbound, voice); g) DTMF Menu; h) DTMF Recognition; i) Reporting; and j) Supervisors;
<b>Agents Skillsets</b>	A Contact Centre feature that allows defining and assigning competencies to Agents that can answer a given Communication Channel (e.g. English / French language, Income Security Program, etc.).
<b>Application</b>	A Contact Centre feature that allows implementing a set of business rules/logic (e.g. play music, send to Voicemail, etc.) and create a logical grouping of Agents in accordance with Agents' Skillsets to answer Communication Channels associated with a service provided by Canada.
<b>Called Party</b>	An individual that receives a request for communication with Canada via a Government Contact Centre Service.
<b>Calling Party</b>	An individual that initiates a communication with Canada using a Government Contact Centre Service.
<b>Communication Channels</b>	A means and method by which an incoming/outgoing communication is established from/to a Calling/Called Party to Canada (e.g. voice, email, video, TTY/TDD, text, fax, chat, social media, etc.) that includes PSTN Access and Internet Access facilities at the Respondent datacentre(s) for incoming/outgoing communications that includes the capacity required to extend communication to an Agent telephone number or Internet facilities provided by Canada.
<b>DTMF Menu</b>	A Contact Centre feature that allows creating voice menu that can be selected using dual tone multi frequency (DTMF) Recognition to enable call routing (e.g. Press 1 for English and 2 for French).
<b>DTMF Recognition</b>	A Contact Centre feature that can recognize and assign a value (e.g. 1 to 10, *, #) to telephony touch-tones.
<b>Interaction Distribution</b>	A Contact Centre feature that automatically distributes Communication Channels between Agents in accordance to Call Priorities and Agent's Skillsets.



<b>Interaction Priority</b>	A Contact Centre feature that applies a relative wait in queue for a communication to be answered based on Contact Centre algorithms that are pre-programmed, and such as: Agents skillsets, calling party telephone number, dialed number, etc.
<b>Interaction Queuing</b>	A Contact Centre feature that queues Communication Channels while waiting for an Agent that is available to establish a communication with a calling/called Party.
<b>Internet Access</b>	The network communication facilities required to connect to the Internet.
<b>Internet</b>	The global system of interconnected networks that use the Internet protocol suite to allow communication between networks and devices that includes the world's network operated by national, regional and local companies.
<b>PSTN Access</b>	The network communication facilities required to connect to the PSTN.
<b>PSTN</b>	The Public Switched Telephone Network infrastructures for public telecommunications that includes the world's telephone network operated by national, regional and local telephone companies.
<b>Reporting</b>	A Contact Centre feature that provides Agents and Applications real-time and historical performance reports (e.g. calls received, calls abandoned, etc.).
<b>Supervisors</b>	A resource that manages Agents of a Contact Centre Service with the ability to answer Communication Channels, perform Silent Monitoring, assign Agents' Skillsets, access to Reporting and administer Contact Centre Features as applicable.
<b>FGWD</b>	Federal Government Working Days (FGWDs)
<b>EN 301 549</b>	A Harmonized European Accessibility Standard (Accessibility requirements for ICT products and services) which Treasury Board Secretariat has asked Government of Canada departments to utilize for ICT requirements through their Guideline for Making Information Technology Usable by All.
<b>Accessibility, Accommodation and Adaptive Computer Technology (AAACT)</b>	AAACT program services and solutions help the public service to serve all Canadians, including those with disabilities.

## 1.9 The Respondent

- a) **Definition of Respondent:** In the RFSA, "Respondent" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a response. It does not include the parent, subsidiaries or other affiliates of the Respondent, or its subcontractors.
- b) **Legal Capacity:** The Respondent must have the legal capacity to contract. If the Respondent is a sole proprietorship, a partnership or a corporate body, the Respondent must provide, if requested by the Contracting Authority, any requested supporting documentation indicating the laws under which it is registered or incorporated, together with the registered or corporate name of the Respondent and its place of business. This also applies to each entity submitting a response as a joint venture.
- c) **Joint Venture Respondents:** A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise to submit a response together.

A Respondent that is a joint venture must indicate clearly that it is a joint venture and provide the following information:

- i) the name of each member of the joint venture;
  - ii) the Procurement Business Number of each member of the joint venture;
  - iii) the name of the representative member of the joint venture (i.e., the member chosen by the other members to act on their behalf, if applicable); and
  - iv) the name of the joint venture, if applicable.
- i) If this information is not clearly provided in the response, the Respondent must provide the information on request by the Contracting Authority. Canada may require that the response and any resulting contract be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require that each member of the joint venture confirm that the representative member has been appointed with full authority to act as its representative for the purposes of the procurement process and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarity liable for the performance of any resulting contract.
- d) **Responses not Assignable or Transferable:** Substitute Respondents will not be accepted. The Respondent will not be permitted to assign or transfer its response.
  - e) **Procurement Business Number:** Respondents are required to have a Procurement Business Number (PBN) before the award of any resulting contract. Respondents may register for a PBN online at <https://srisupplier.contractsCanada.gc.ca/>. For non-Internet registration, Respondents may contact the information line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## 2. Procurement Process

### 2.1 Request for Supply Arrangements (RFSA) Phase

- a) Canada anticipates awarding Supply Arrangements to Qualified Respondents through this RFSA refresh process.
- b) As security assessments and other supplier requirements may vary by supplier, SAs may be awarded in phases or a first-in-and-compliant basis.

### 2.2 Security Assessment

- a) Respondents must meet the security requirements set out in the Security Requirements Checklist (SRCL) (Annex E).
- b) While validation of security requirements set out in the SRCL (Annex E) is required as part of the solicitation process, it will not be a condition of SA Award. Canada reserves the right to award SAs to QRs while those QRs are completing the process of security requirements validation as security applies to individual RFQ/RFPs issued under the resulting SAs.

### 2.3 Evaluating Accessibility

- a) As part of the evaluation process for subsequent RFQ/RFPs, Accessibility, Accommodation and Adaptive Computer Technology (AAACT) may independently evaluate the accessibility of the offered solutions against the latest version of EN 301 549 Accessibility Standards, including the latest version of WCAG. This evaluation will not eliminate a successful Respondent(s), however Respondents with solutions deemed non-compliant with EN 301 549 accessibility standards will be required to bring their solution up to the appropriate accessibility standards by an agreed upon a negotiated timeframe under each RFP under the SA.

- b) Should the successful Respondent(s) solution meet EN 301 549 accessibility standards then further accessibility testing is not required until a major change is released that affects the end user interface.

### 3. Respondent Instructions

#### 3.1 Standard Instructions, Clauses and Conditions

- a) All instructions, clauses and conditions identified in the RFSA 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.
- b) By submitting a response, the Respondent is confirming that it agrees to be bound by all the instructions, clauses and conditions of the RFSA.
  - i) **The Standard Acquisition Clauses and Conditions Manual** (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by PSPC; and
  - ii) **SSC's Standard Instructions for Procurement Documents No 1.4** (SSC's Standard Instructions), attached as Attachment 1.0 - SSC Standard Instructions for Procurement Documents; and
    - a) There will not be a conference of interested Respondents;
    - b) Instead of the Response validity period set out in SSC's Standard Instructions, bids will not expire until they are withdrawn by the Respondent or are rejected by Canada; and
  - iii) **2008 (2020-05-28) Standard Instructions – Request for Supply Arrangement – Goods or Services – Competitive Requirements** are incorporated by reference into and form part of this RFSA.

#### 3.2 General Instructions

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

#### 3.3 P2P

- a) SSC uses the "P2P" (Procure to Pay) tool. Respondents must register in the SSC P2P portal in order to:
  - i) view and access the RFSA from SSC;
  - ii) submit a response to the RFSA;
  - iii) receive updates; and
  - iv) receive amendments to the RFSA.
- b) To register, please go to <https://sscp2pspc.ssc-spc.gc.ca> and click "Register Now". Respondents intending to submit a response are also encouraged to send an e-mail notification to the Contracting Authority indicating their intention to submit a response.

#### 3.4 Submission of Responses

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

### 3.5 Enquiries and Comments during the RFSA Period

- a) **Single Point of Contact:** To ensure the integrity of the competitive procurement process, questions and other communications regarding the RFSA must be directed only to the Contracting Authority identified in the RFSA. Failure to comply with this requirement may result in the response being declared non-compliant.
- b) **Deadline for Asking Questions:** Unless otherwise indicated in the RFSA, all questions and comments regarding the RFSA must be submitted by email to the Contracting Authority no later than **10 calendar days** before the closing date of the RFSA. Questions received after that time may not be answered.
- c) **Content of Questions:** Respondents should reference as accurately as possible the numbered item of the RFSA to which the question relates. Respondents should explain each question in sufficient detail in order to allow Canada to provide an accurate answer. Any questions that a Respondent believes include proprietary information must be clearly marked “proprietary” at each relevant item. Items identified as proprietary will be treated as such unless Canada determines that the question is not of a proprietary nature. Canada may edit the questions or may request that the Respondent do so, so that the proprietary nature of the question is eliminated, and the edited question and answer can be provided to all Respondents. Questions not submitted in a form that can be provided to all Respondents may not be answered by Canada.

### 3.6 Electronic Submission of Questions and Answers through P2P

Respondents who wish to be certain of receiving a reply to a question must submit all questions through P2P to the Contracting Authority, **no later than 10 calendar days prior to the RFSA closing date**. Enquiries received after that time may not be answered.

### 3.7 Solicitation Documents

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

### 3.8 Previous Requirements

Respondents should not assume that specifications or practices from previous procurements or contracts will continue to apply, unless they are described in the RFSA. Respondents should also not assume that their existing capabilities meet the requirements of the RFSA simply because they have met previous requirements.

### 3.9 Applicable Laws

This procurement process and any resulting contract will be interpreted and governed, and the relations between the parties determined, by the laws in force in one of the provinces or territories of Canada. Each Respondent may indicate in its RFSA Submission Form (Annex A) which of the provinces or territories it wishes to apply. If the Respondent does not indicate which province or territory it wishes to apply, the laws of the Province of Ontario will apply automatically.

### 3.10 Language

Respondents are requested to identify in the RFSA Submission Form (Annex A) which of Canada's two official languages it will use for future communications with Canada and, if successful in the RFSA evaluation.

### **3.11 Response Costs**

Canada will not reimburse any Respondent for costs incurred to prepare or submit a response. These costs, as well as any costs incurred by Respondents in relation to the evaluation of the response, are the sole responsibility of Respondents. Any expenses that the Respondent incur in relation to any resulting contract or other instrument prior to the award of that instrument are entirely at the risk of the Respondent.

### **3.12 Property of Canada**

All submissions whether received on time or not will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act*, the *Privacy Act* and any other applicable laws.

### **3.13 Submissions Must Be Complete**

Unless otherwise specified in the solicitation, Canada will evaluate only the documentation provided with the Response. Canada will not evaluate information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the Response.

## 4. Response Preparation Instructions

### 4.1 General Instructions

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

### 4.2 Electronic Submission of Responses through P2P

- a) All responses must be submitted via the SSC P2P portal to the SSC Contracting Authority by the closing date and time indicated in the SSC P2P portal with respect to the RFSA. Only responses submitted through the SSC P2P portal will be considered.
- b) After the RFSA closing date, the P2P system will not permit a Respondent to submit a response.
- c) If the P2P portal is unavailable for any reason during any part of the 4 hours immediately before the RFSA closing date and time, Respondents are requested to **contact the Contracting Authority immediately, both by email and by telephone**. If the Contracting Authority confirms that the P2P portal is unavailable for any reason during any part of the 4 hours immediately before the solicitation closing date and time, the Contracting Authority will permit Respondents to submit Response responses via email alternatively. The Contracting Authority will send notice of the alternative Response submission method (email) to those Respondents who have sent an email notification to the Contracting Authority indicating their intention to submit a response.
- d) P2P accommodates individual documents of up to 30MB each. Respondents should ensure that they submit their response in multiple documents, each of which does not exceed 30MB. Respondents may submit as many documents as necessary.
- e) Responses can be modified, withdrawn or resubmitted through P2P before the solicitation closing date and time.
- f) **Availability of Contracting Authority:** During the 4 hours leading up to the RFSA closing date, an SSC representative will monitor the email address [james.graves2@canada.ca](mailto:james.graves2@canada.ca)
- g) and will be available by telephone at the Contracting Authority's telephone number shown on the cover page of this document (although the SSC representative may not be the Contracting Authority). If the Respondent is experiencing difficulties transmitting the email, the Respondent should contact SSC immediately at the Contracting Authority's coordinates provided on the cover page of this document.

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

### 4.3 Format for Response

- a) Canada requests that Respondents follow the format instructions described below in the preparation of their response:
  - i) Use a numbering system that corresponds to the RFSA;
  - ii) Include a title page at the front of each volume of the response that includes the title, date, procurement process number, Respondent's name and address and contact information of its representative; and
  - iii) Include a table of contents.

### 4.4 Content of the Response

- a) The technical response should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the response will be evaluated. To facilitate the evaluation of the response, Canada requests that Respondents address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Respondents may refer to different sections of their response by identifying the specific paragraph and page number where the subject topic has already been addressed.
- b) The response may refer to additional documentation submitted with the response. Valid forms of technical documentation reference material include, but are not limited to:
  - i) Screen captures, clearly legible, with text explanations.
  - ii) Technical or end-user documentation: If this documentation is stored within a website, extract the supporting information and insert it in the response or attach the documentation as an annex. Clearly indicate what portions of the text (pages and paragraphs) provide the demonstration required.
- c) Respondents should be aware that any reference to a URL that requires Canada to download information from an Internet site to validate or supplement any part of the response will not be accepted and the information will not be considered in evaluating the response.
- d) **RFSA Submission Form (requested at RFSA closing, Mandatory upon request):**

Respondents are requested to include a completed RFSA Submission Form (Annex A) with their response. It provides a common form in which Respondents can provide information required for evaluation. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the RFSA Submission Form is incomplete or requires correction, Canada will provide the Respondent with an opportunity to do so.
- e) **RFSA Project Reference Forms for Mandatory Experience Requirements (Annex B, Mandatory at RFSA closing):**

- i) Respondents must provide in sufficient detail with their response, their previous corporate experience by submitting fully completed RFSA Project Reference Forms for the Mandatory Experience Requirements in accordance with subsection Basis for Qualification.
- ii) The project descriptions provided in the RFSA Project Reference Forms **must clearly demonstrate** that the Respondents meet all Mandatory Experience Requirements. Simply repeating the requirement or just indicating compliance does not, in itself, demonstrate that a Respondent has the experience required. **Sufficient details are required.**
- iii) Respondents are also asked to use the same terminology used in this RFSA; if a Respondent uses different terminology, that Respondent is requested to define the terminology so that Canada can accurately assess whether the experience meets the requirements of this RFSA.
- iv) The project references required for the Mandatory Experience Requirements do not have to be the same for each requirement. As an example, the customer for the Mandatory Experience Requirement #2 of Annex B could be ABC Co., while the customer for the Mandatory Experience Requirement #3 of Annex B could be XYZ Ltd.
- v) **Where multiple project references are required for a Mandatory Experience Requirement, the project references must be with different customers whereby:**
  - 1. **Example 1:** a Respondent may provide a Contact Centre Service for 2 separate contracts. Each contract could be used as a project reference with the contract holder as the customer.
  - 2. **Example 2:** where the contract is a Standing Offer (SO) or Supply Arrangement (SA), each department using the SO/SA can be used by the Respondent as a separate project reference with the department as the customer.
  - 3. **Example 3:** where the Respondent has a contract with multiple configuration instances for a Contact Centre, the Respondent can use each instance as a project reference with the client of the instance as the customer.
- vi) In the case of a joint venture Respondent, each project reference given can be from a different joint venture member. The project references are not required to be projects performed by the joint venture Respondent itself.
- vii) Respondents are requested to indicate the page number(s) in their supporting project documentation that addresses a particular mandatory corporate technical experience requirement.
- viii) Canada will only consider the experience of the Respondent itself (not including any affiliate, subcontractor or partner of the Respondent) where the experience of a corporate predecessor will be evaluated as experience of the Respondent if:
  - 1. The corporate predecessor amalgamated with another corporation to form the Respondent; or
  - 2. All or substantially all the assets of the corporate predecessor were acquired by the Respondent, the majority of the corporate predecessor employees became employees of the Respondent, and both the corporate predecessor and the Respondent carry on essentially the same business; or
  - 3. All or substantially all of a specific business unit that was responsible within the corporate predecessor for the work connected with the experience requirement has been transferred to the Respondent, along with all or substantially all the employees of that business unit, and the Respondent continues to carry on essentially the same business as that business unit.



- ix) The customer organization for each project reference must not be related to the Respondent (i.e., the customer organization must not be an affiliate and must deal at arm's length with the Respondent) in order to be considered as a project reference.
- f) **RFSA Service Requirement Forms for Mandatory Service Requirements (Annex C, Mandatory at RFSA closing):**
  - i) Respondents must provide in sufficient detail with their response, fully completed RFSA Service Requirement Forms for the Mandatory Service Requirements in accordance with subsection Basis for Qualification.
  - ii) The descriptions provided in the RFSA Service Requirement Forms **must clearly demonstrate** that the Respondents meet the Mandatory Service Requirements. Simply repeating the requirement or just indicating compliance does not, in itself, demonstrate that the Government Contact Centre Service provided by a Respondent meets the Mandatory Service Requirement. **Sufficient details are required.**
  - iii) Respondents are also asked to use the same terminology used in this RFSA; if a Respondent uses different terminology, that Respondent is requested to define the terminology so that Canada can accurately assess whether the experience meets the Mandatory Service Requirements of this RFSA.
  - iv) Where a project reference is required for a Mandatory Service Requirement, they do not have to be the same for each requirement. As an example, the customer for the Mandatory Service Requirement #1 of Annex C could be ABC Co., while the customer for the Mandatory Service Requirement #2 of Annex C could be XYZ Ltd.
  - v) In the case of a joint venture Respondent, a project reference given for a Mandatory Service Requirement can be from a different joint venture member. The project references are not required to be projects performed by the joint venture Respondent itself.
  - vi) Respondents are requested to indicate the page number(s) in their supporting project documentation that addresses a particular Mandatory Service Requirement.

**4.5 Certifications (requested at RFSA closing, Mandatory upon request):**

Respondents are requested to submit all certifications required under Part 7 (Annex D). If the certifications are not submitted with the Response, the Contracting Authority will provide the Respondent with the opportunity to do so. Failure to comply with the request of the Contracting Authority and provide any required information within the requested time period will result in the response being disqualified. Respondents should note that certain certifications that are not required at the RFSA stage may be required at the later stage of the procurement process.

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
Vendor Integrity Form	Required – please provide the information in the Response Submission Form  Upon request, the Respondent must also provide any further information requested by the CA pursuant to Section 1 of PSPC Standard

	Instructions 2003. Providing the information when requested during the evaluation period is mandatory.
COVID-19 vaccination requirement certification	In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

#### 4.6 Submission of Only One Response

- a) A Respondent can be an individual, a sole proprietorship, a corporation, a partnership or a joint venture.
- b) Each Respondent (including related entities) will be permitted to qualify only once. If a Respondent or any related entities participate in more than one Response, (participating means being part of the Respondent, not being a subcontractor), Canada will provide those Respondents with 2 FGWDs to identify the single Response to be considered by Canada. Failure to meet this deadline may result in all the affected responses being disqualified or in Canada choosing, in its discretion, which of the responses to evaluate.
- c) For the purposes of this article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is an individual, corporation, partnership, etc.) an entity will be considered to be “related” to a Respondent if:
  - i) They are the same legal entity as the Respondent (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - ii) The entity and the Respondent are “related persons” or “affiliated persons” according to the Canada *Income Tax Act*;
  - iii) The entity and the Respondent have now or in the two years before the RFSA closing date had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - iv) The entity and the Respondent otherwise do not deal with one another at arm’s length, or each of them does not deal at arm’s length with the same third party.
- d) Any individual, sole proprietorship, corporation, or partnership that is a Respondent as part of a joint venture cannot submit another response on its own or as part of another joint venture.
- e) By submitting a response, the Respondent is certifying that it does not consider itself to be related to any other Respondent.

## 5. Security, Financial And Other Requirements

### 5.1 Security Clearance Requirement (requested at RFSA closing, Mandatory upon request):

- a) Respondents must meet the security requirements set out in the Security Requirements Checklist (SRCL) (Annex E).
- b) **Timing:** Respondents should take steps to obtain the required security clearances promptly. Any delay in obtaining the required security clearances may result in the disqualification of the Respondent from RFQ/RFPs.
- c) While validation of security requirements set out in the SRCL (Annex E) is required as part of the solicitation process, it will not be a condition of SA Award. Canada reserves the right to award SAs to QRs while those QRs are in the process of security requirements validation as security applies to individual RFQ/RFPs issued under the resulting SAs.
- d) **PSPC Conducts Clearance Process:** SSC has an arrangement with the Department of Public Services and Procurement Canada to process security clearances, and does not control the process itself. It can be a lengthy process and Respondents should initiate it as soon as possible. For additional information on security requirements, Respondents should refer to the Industrial Security Program website at <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>.
- e) **Joint Venture Respondent:** Unless otherwise specified in the solicitation, in the case of a joint venture Respondent, each member of the joint venture must meet the security requirements.

### 5.2 SCSi Submission (requested at RFSA closing, Mandatory upon request):

- a) The response must include all the Supply Chain Security Information required by Annex G.
- b) Upon request, the Respondent must also provide any further information requested by the CA pursuant to Section 1 of PSPC Standard Instructions 2003. Providing the information when requested during the evaluation period is mandatory.
- c) While validation of SCSi is required as part of the solicitation process, it will not be a condition of SA Award.

## 6. Evaluation Procedures and Basis of Qualification

### 6.1 General Evaluation Procedures

- a) General evaluation procedures that apply to this solicitation are described in SSC's Standard Instructions.
- b) A Response must comply with all the requirements of the solicitation and meet all mandatory evaluation criteria to be declared compliant.

### 6.2 Evaluation Procedures for Customer Reference Checks

- a) Canada is not obliged to, but may at its discretion contact the primary reference and, where applicable, the backup reference, in order to validate that any information on any signed RFSA Reference Project Form is accurate. Canada may conduct the reference check with respect to none, some or all of the mandatory and rated experience requirements. Canada may conduct any project reference validation check in writing by e-mail by sending the reference a copy of the completed and signed RFSA Reference Project Form or RFSA Service Requirement Form. Canada will email (cc) the Respondent's contact when an e-mail is sent out for project reference validation checks.

- b) If Canada chooses to contact one or more references to validate information provided by a Respondent, Canada must receive the reference's response within 7 FGWDs from the date of the request with the possibility of extension at the discretion of Canada. If Canada does not receive confirmation (within 7 FGWDs) or within the extended timeframe provided, from either the primary or backup reference that the information on the signed form is accurate (or that any inaccuracies are not material to whether or not the project meets the mandatory requirements), that Respondent's project reference will not be considered in the evaluation. Canada may also contact a primary or backup reference for clarification purposes
- c) If during a response validation by Canada it becomes apparent that the address, telephone number, or email address for any of the references is incorrect or missing, the Respondent will be permitted to provide the correct address, telephone number, or email address within 7 FGWD of a request and subject to extension at the discretion of Canada.
- d) If the information that Canada seeks to confirm with a reference is mandatory, then Canada will declare the response non-compliant if the response from the contact person at the reference is not received within 5 FGWDs of the date that Canada's email was sent (or within 5 FGWDs of leaving a voicemail message for a telephone reference).
- e) Wherever information provided by a reference differs from the information supplied by the respondent, the information supplied by the reference will be the information evaluated.
- f) The Respondent will not meet any mandatory experience requirement (as applicable) if:
  - i) Both customer reference state they are unable or unwilling to provide the information requested; or
  - ii) Both customer references are not customers of the respondent itself (for example, the customer cannot be the customer of an affiliate of the respondent or a subcontractor to the respondent instead of being a customer of the respondent itself), unless the solicitation provides otherwise.
  - iii) Nor mandatory requirement be met if the customer is itself an affiliate or other entity that does not deal at arm's length with the respondent.

### 6.3 Technical Evaluation

- a) **Response Assessment**
  - i) Responses will be assessed in accordance with all the requirements described in the solicitation, including the evaluation criteria.
  - ii) If the solicitation describes several steps in the evaluation process, Canada may conduct steps of the evaluation in parallel. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Respondent has successfully passed all the previous steps.
  - iii) Each response will be reviewed to determine whether it meets the mandatory requirements of the solicitation. Any element of the solicitation identified with the words "**must**" or "**mandatory**" is a mandatory requirement. Responses that do not comply with each and every mandatory requirement will be declared non-compliant and be disqualified. Once a response has been declared non-compliant, Canada will have no obligation to evaluate the response further.
- b) **Evaluation Team:** An evaluation team composed of representatives of Canada will evaluate the RFSA Responses. Canada may hire any independent consultant, or use any Government resources, to evaluate any RFSA Response. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- c) **Consensus Determination:** Once the evaluators have completed their evaluation and documented on the Technical Evaluation Sheets, the results are to be reviewed by the Contracting Authority. If the team members have differed in their evaluation of the mandatory requirements/and or point rated

requirements, a Consensus meeting is held and a final determination is made by consensus for each criterion for which a discrepancy existed.

d) **Discretionary Rights during Evaluation**

- i) In conducting its evaluation of the responses, Canada may, but will have no obligation to, do the following:
  - a) Request additional information substantiating the compliance of the response with any mandatory requirement, if that substantiation was not required to be included in the response submitted on the closing date.
  - b) Seek clarification or verification from Respondents regarding any or all information provided by them with respect to the solicitation.
  - c) Contact any or all references supplied by Respondents to verify and validate any information submitted by either respondents or their references.
  - d) Request specific information with respect to any Respondent's legal status.

e) **Time to Respond**

- i) Respondents will have the number of days specified in the request by the Contracting Authority to comply with any request for clarification, verification or additional information. Unless the solicitation specifies another time for responding, the following time periods apply:
  - a) **Requests for Clarifications:** If Canada seeks clarification or verification or additional information from the Respondent about its response, the Respondent will have 2 FGWDs (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Depending on the nature of the request, failure to meet this deadline may result in the response being declared non-compliant.
- f) **Extension of Time to Respond:** If additional time is requested by a Respondent, the Contracting Authority may grant an extension in his or her sole discretion.

#### 6.4 Requirements Related to Previous Corporate Experience of Respondent

- a) If the solicitation requires that the response demonstrate previous experience of the Respondent, the following applies unless otherwise specified in the solicitation. The previous experience will be considered to demonstrate the required experience in the following circumstances:
  - i) The experience must have been obtained by (i.e., the relevant work must have been completed by) the Respondent itself. Work performed by any proposed subcontractor or any affiliate of the Respondent or any corporate predecessor will not be evaluated, unless (with respect to a corporate predecessor) the Respondent can demonstrate that:
    - a) The corporate predecessor amalgamated with one or more other corporations to form the Respondent or another corporate predecessor that meets the requirements set out in this Section 4.4 e) i) or
    - b) The Respondent acquired all or substantially all of the assets and personnel of the corporate predecessor that were involved in completing the work related to the experience.
  - ii) Canada may request additional information about corporate predecessor during evaluation.
- b) The work was completed by the closing date;

- c) The response includes, as a minimum, the name of an individual from the customer reference who will act as a reference;
- d) If more examples of previous experience (e.g., multiple projects) are provided in the response than were requested by the solicitation, Canada will ask the Respondent which one(s) to evaluate. If the Respondent does not respond within the time allocated by the Contracting Authority, Canada will decide in its discretion which one(s) will be evaluated.

## 6.5 Evaluation of RFSA Submission Form

The RFSA Submission Form (Annex A) will be evaluated for completeness. If Canada determines that the information required by the RFSA Submission Form is incomplete or requires correction, Canada will provide the Respondent with an opportunity to do so. Failure to comply with the request of the Contracting Authority and provide any required information within the requested time period will result in the response being disqualified.

## 6.6 Evaluation of Compliance with Mandatory Experience Requirements – Annex B

- a) The Mandatory Experience Requirements will be evaluated on a simple pass/fail basis.
- b) The Respondents will not be permitted to submit an alternate customer organization or project as a reference after the RFSA closing date.
- c) **Consensus Determination:** Once the evaluators have completed their evaluation and documented on the Technical Evaluation Sheets, the results are to be reviewed by the Contracting Authority. If the team members have differed in their evaluation of the mandatory requirements, a Consensus meeting is held and a final determination is made by consensus for each criterion for which a discrepancy existed.

## 6.7 Evaluation of Compliance with Mandatory Service Requirements – Annex C

- a) The Mandatory Service Requirements will be evaluated on a simple pass/fail basis.
- b) **Consensus Determination:** Once the evaluators have completed their evaluation and documented on the Technical Evaluation Sheets, the results are to be reviewed by the Contracting Authority. If the team members have differed in their evaluation of the mandatory requirements, a Consensus meeting is held and a final determination is made by consensus for each criterion for which a discrepancy existed.

## 6.8 Evaluation of Joint Venture Experience

- a) If the Respondent is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A Respondent is a joint venture consisting of members L and M. A solicitation requires that the Respondent demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and M), the Respondent has previously done this work. This Respondent can use this experience to meet the requirement (even if neither L nor M has met this experience requirement on its own). If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is responding.

- b) A joint venture Respondent may rely on the experience of one of its members to meet any given technical criterion of this solicitation. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself.

Example A: A Respondent is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the Respondent have 3 years of experience providing maintenance service, and (b) that the Respondent have 2 years of experience integrating hardware with complex networks, then each of these

two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the Respondents cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-compliant.

Example B: A Respondent is a joint venture consisting of members A and B. If a solicitation requires that the Respondent demonstrate experience providing resources for a minimum number of 100 billable days, the Respondent may demonstrate that experience by submitting one of the following:

- i) Contracts all signed by A;
  - ii) Contracts all signed by B; or
  - iii) Contracts all signed by A and B in joint venture;
  - iv) Contracts signed by A and contracts signed by A and B in joint venture; or
  - v) Contracts signed by B and contracts signed by A and B in joint venture that collectively show a minimum of 100 billable days of providing resources.
- c) Wherever substantiation of a criterion is required, the Respondent is requested to indicate which joint venture member satisfies the requirement. If the Respondent has not identified which joint venture member satisfies any given requirement, the Contracting Authority will provide an opportunity to the Respondent to submit this information during the evaluation period. If the Respondent does not submit this information within the period set by the Contracting Authority, its response will be declared non-compliant.
- d) Any Respondent with questions regarding the way in which a joint venture response will be evaluated should submit their questions as early as possible during the RFSA period.

## **6.9 Basis for Qualification**

### **a) Enterprise Contact Centre Supplier (ECCS)**

For the Respondent to be qualified as an Enterprise Contact Centre Supplier, the response must:

- i) Comply with the requirements of the RFSA;
- ii) Meet all Mandatory Experience Requirements (#1,#2,#3 and #4) in Annex B; and
- iii) Meet all Mandatory Service Requirements (#1) in Annex C

## **6.10 Basis of Recommendation for Award of Resulting Supply Arrangement(s)**

All compliant Respondents will be recommended for award of a Supply Arrangement.

## **6.11 Debriefings**

- a) Respondents may request a debriefing on the results of the process. Suppliers should make the request to the Contracting Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or by videoconference.

## **6.12 Supply Chain Integrity (SCI) Assessment Process**

- a) The Supply Chain Integrity (SCI) Verification is a mandatory submission requirement at the RFQ/RFP stage. SCI is an important corporate requirement. Challenged by an increasingly complex cyber threat environment, Canada is committed to applying enhanced security process and contract clauses to the acquisition of both products and services. The purpose of the Supply Chain Integrity verification process

is to ensure that all proposed sub-contractors, products, equipment, software, firmware and services that are procured by SSC meet the required security and supply chain standards.

## 7. Certifications

### 7.1 Compliance with Certifications

- a) Compliance with the Certifications Respondents provided to Canada is subject to verification by Canada during the response evaluation period and after award of any resulting SA(s). The Contracting Authority will have the right to ask for additional information to verify the Respondents' compliance with the certifications at any time. The Respondent's response will be disqualified if any certification made by the Respondent is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also result in the response being disqualified or the Supply Arrangement being terminate.
- b) Respondents are requested to use Annex D to provide the certifications requested below. For a joint venture Respondent, the certifications requested below are required for each member of the joint venture.

### 7.2 Code of Conduct Certifications

- a) Respondents must comply with the *Code of Conduct for Procurement*, which can be found here: <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>. In addition to the *Code of Conduct for Procurement*, Respondents must a) respond to this RFSA in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in this RFSA and in the resulting contracts, c) submit RFSA responses and enter into contracts only if they will fulfill all obligations of the Contract.
- b) By submitting a response, Respondents confirm that they understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. The Respondent must provide Canada with updates during this procurement process if any of the information contained in its response changes. The Respondent and any of the Respondent's affiliates will also be required to remain free and clear of any acts or convictions listed further below during the period of any contract resulting from this procurement process.
- c) For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Respondent's affiliates if:
  - i) Directly or indirectly either one controls or has the power to control the other, or
  - ii) A third party has the power to control both.

Indicia of control, includes, but is not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified further below that has the same or similar management, ownership, or principal employees, as the case may be.

- d) Upon request by the Contracting Authority, the Respondent must provide a complete list of names of all individuals who are currently directors of the Respondent (in the case of a joint venture, this applies to each of the Respondents). Failure to provide such a list within the required time frame will render the response non-responsive.
- e) Canada may, at any time, request that a Respondent provide a properly completed and Signed Consent Form (Consent to a Criminal Record Verification form – PWGSC-TPSGC 229) for any or all the current directors of the Respondent. Failure to provide such Consent Forms by the deadline provided by the Contracting Authority will result in the response being declared non-responsive.



- f) By submitting a response, the Respondent certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Respondent, including the information relating to the acts or convictions specified below, through independent research, use of any government resources or by contacting third parties.
- g) By submitting a response, the Respondent certifies that neither the Respondent nor any of the Respondent's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).
- h) By submitting a response, the Respondent certifies that no one convicted under any of the provisions under a) or b) would receive any benefit under a contract arising from this procurement process. In addition, the Respondent certifies that, except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Respondent nor any of the Respondent's affiliates nor any of their directors has ever been convicted of an offence under any of the following provisions:
- i) Paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
  - ii) Section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or
  - iii) Section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
  - iv) Section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
  - v) Section 239 (False or deceptive statements) of the Income Tax Act, or
  - vi) Section 327 (False or deceptive statements) of the Excise Tax Act, or
  - vii) Section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or
  - viii) Section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.
- i) In circumstances in which a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Respondent must provide with its response or promptly thereafter a copy of confirming documentation from an official source. If this documentation has not been received by the time the evaluation of responses is completed, Canada will inform the Respondent of a time frame within which to provide the information. Failure to comply will render the response non-responsive.
- j) By submitting a response, Respondents confirm that they understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) further above, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h), when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:
- i) Only one person is capable of performing the contract;
  - ii) Emergency;

- iii) National security;
- iv) Health and safety; or
- v) Economic harm.

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

### 7.3 Former Public Servant Certification

- a) Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Respondents must provide the information required below.
- b) For the purposes of this clause:
  - i) "former public servant" means a former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:
    - 1. An individual;
    - 2. An individual who has incorporated;
    - 3. A partnership made of former public servants; or
    - 4. A sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
  - ii) "lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.
  - iii) "pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S. 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canadian Pension Plan Act, R.S., 1985, c. C-8.
- c) If the Respondent is an FPS in receipt of a pension as defined above, the Respondent must provide the following information:
  - i) Name of former public servant;
  - ii) Date of termination of employment or retirement from the Public Service.
- d) If the Respondent is an FPS who received a lump sum payment pursuant to the terms of a work force reduction program, the Respondent must provide the following information:
  - i) Name of former public servant;
  - ii) Conditions of the lump sum payment incentive;
  - iii) Date of termination of employment;
  - iv) Amount of lump sum payment;

- v) Rate of pay on which lump sum payment is based;
  - vi) Period of lump sum payment including start date, end date and number of weeks; and
  - vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.
- e) For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- f) By submitting a response, the Respondent certifies that the information submitted by the Respondent in response to the above requirements is accurate and complete.

#### **7.4 Federal Contractors Program – Certification**

- a) By submitting a response, the Respondent certifies that the Respondent, and any of the Respondent's members if the Respondent is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website
- b) Canada will have the right to declare a response non-responsive if the Respondent, or any member of the Respondent if the Respondent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.
- c) Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.
- d) The Respondent is requested to provide the Contracting Authority with a completed Annex D – Federal Contractors Program for Employment Equity – Certification, with their response. If the Respondent is a joint venture, the Respondent must provide the Contracting Authority with a completed certification for each member of the joint venture.

#### **7.5 Vendor Integrity Form**

- a) Each Respondent is requested to include a completed Vendor Integrity Form (Annex D, 3) with its Response. Using the form to provide the information is not mandatory, but it is recommended. If the form is not included with the Response or if Canada determines that the information required by the form is incomplete or requires correction, Canada will provide the Respondent with an opportunity to do so before it becomes mandatory. Upon request, the Respondent must also provide any further information requested by the CA pursuant to Section 1 of PSPC Standard Instructions 2003. Providing the information when requested during the evaluation period is mandatory.

#### **7.6 COVID-19 vaccination requirement certification**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

## Annex A - RFSA Submission Form

SSC Solicitation No. [Insert No.] Response Submission Form			
Respondent's full legal name <i>[Note to Suppliers: Suppliers should take care to identify the correct corporation as the Respondent.]</i>			
Authorized Representative of Respondent for evaluation purposes (e.g., clarifications)	Name		
	Title		
	Address		
	Telephone #		
	Fax #		
	Email		
Respondent's Procurement Business Number (PBN) <i>[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>			
Former Public Servants  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.	Is the Respondent a Former Public Servant in receipt of a pension as defined in SSC's Standard Instructions? <b>If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"</b>	Yes	
		No	
	Is the Respondent a Former Public Servant who received a lump sum payment under the terms of the work force adjustment directive? <b>If yes, provide the information required by the Section in SSC's Standard Instructions entitled "Former Public Servant"</b>	Yes	
		No	
Federal Contractors Program for Employment Equity Certification  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.	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>		
	The Respondent certifies having a combined work force in Canada of less 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 HRSDC-Labour.		
Requested language for future communications regarding this procurement process – please indicate either French or English			
Requested Canadian province or territory for applicable laws			
Respondent's Proposed Site or Premises Requiring Safeguard Measures and document safeguarding security level.  If you are submitting a Response as a joint venture, please provide this information for each member of the joint venture.	Street Address with Unit/Apartment, if applicable		
	City		
	Province/Territory/State		
	Postal Code/Zip Code		

	Country	
Security Clearance Level of Respondent <i>[Please ensure that the security clearance matches the legal name of the Respondent. If it does not, the security clearance is not valid for the Respondent.]</i>	Clearance Level	
	Date Granted	
	Issuing Entity (PWGSC, RCMP, etc.)	
	Legal name of entity to which clearance issued	
If you are submitting a Response as a joint venture, please provide this information for each member of the joint venture.		
On behalf of the Respondent, by signing below, I confirm that I have read the entire solicitation, including the documents incorporated by reference into the solicitation, and I certify and agree that:		
1. The Respondent considers itself and its products able to meet all the mandatory requirements described in the solicitation;		
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 solicitation, including the documents incorporated by reference into it.		
Signature of Authorized Representative of Respondent		

## **Attachment 1.0 – SSC Standard Instructions 1.4**

Provided as a separate document.

## Annex B – RFSA Reference Project Forms for Enterprise Contact Centre Service

### MANDATORY FOR ALL RESPONDENTS TO QUALIFY AS AN ENTERPRISE CONTACT CENTRE SUPPLIER

All Enterprise Contact Centre Supplier Respondents must complete all 4 Annex B (#1, #2, #3 and #4) RFSA Project Reference Forms for all Enterprise Contact Centre Service Mandatory Experience Requirements in this subsection.

RFSA Reference Project Form: Mandatory Experience Requirement #1 for Annex B	
<b>Respondent Legal name</b>	
<b>Respondent Address</b>	
Mandatory Experience Requirement #1 for Annex B	
<p>The Respondent must have provided to a customer, a centralized service desk and network operations center, located in Canada, to manage an Enterprise Contact Centre Service,(located in Canada, as the Prime Contractor for a period of at least 24 continuous months (which can include the implementation phase) in the last 5 years prior to the closing date of this RFSA, where the service desk and network operations center it provided met or exceeded all of the following:</p> <ol style="list-style-type: none"> <li>a. provided 7 day x 24 hour x 365 day service monitoring;</li> <li>b. provided 7 day x 24 hour x 365 day change and incident tracking;</li> <li>c. provided bilingual (English and French) phone support; and</li> <li>d. provided 7 day x 24 hour x 365 day incident escalations.</li> </ol>	
Reference Project for Mandatory Experience Requirement #1 for Annex B	
<b>Entity under contract to perform the reference project</b>	
<b>Contract name and Identifier</b>	
<b>Project name</b>	
<b>Project duration</b>	<b>Start Date</b>
	<b>Implementation Completion Date</b>
	<b>End Date or indicate “on-going” if no end date)</b>
<b>General project description (e.g. work performed, experienced gained)</b>	
<b>Address of datacentre(s) for Service Desk location(s)</b>	
<b>Address of datacenter(s) for ECCS location(s)</b>	
<b>Specific description regarding that project demonstrating the Respondent’s experience in providing 7 day x 24 hour x 365 day service monitoring</b>	
<b>Specific description regarding that project demonstrating the Respondent’s experience in providing 7 day x 24 hour x 365 day change and incident tracking</b>	

<b>Specific description regarding that project demonstrating the Respondent's experience in providing bilingual (English and French) phone support</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing 7 day x 24 hour x 365 day incident escalations</b>	
<b>Name of customer organization</b>	
<b>Customer organization primary reference name</b>	
<b>Customer organization primary reference telephone</b>	
<b>Customer organization primary reference email</b>	
<b>Customer organization backup reference name</b>	
<b>Customer organization backup reference telephone</b>	
<b>Customer organization backup reference email</b>	

<b>RFSA Reference Project Form: Mandatory Experience Requirement #2 for Annex B</b>	
<b>Respondent Legal Name</b>	
<b>Respondent Address</b>	
<b>Mandatory Experience Requirement #2 for Annex B</b>	
<p>The Respondent must have provided to a customer an Enterprise Contact Centre Service, located in Canada, as the Prime Contractor for a period of at least 24 continuous months (which can include the implementation phase) in the last 5 years prior to the closing date of this RFSA, with access to all of the following:</p> <ul style="list-style-type: none"> <li>a. incident tickets;</li> <li>b. change request tickets;</li> <li>c. service reports;</li> <li>d. service orders; and</li> <li>e. provided access to service documentation including operations guides and procedures.</li> </ul>	
<b>Reference Project for Mandatory Experience Requirement #1 for Annex B</b>	
<b>Entity under contract to perform the reference project</b>	
<b>Contract name and Identifier</b>	
<b>Project name</b>	
<b>Project duration</b>	<b>Start Date</b>
	<b>Implementation Completion Date</b>
	<b>End Date</b> (or indicate "on-going" if no end date)
<b>Project duration (including start date, completion of implementation and end date, if applicable)</b>	
<b>General project description (e.g. work performed, experienced gained)</b>	
<b>Address of datacenter(s) for ECCS location(s)</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing access to incident tickets and change request tickets</b>	



<b>Specific description regarding that project demonstrating the Respondent's experience in providing access to service reports</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing access to service orders</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing access to service documentation (e.g. operations guides and procedures etc.)</b>	
<b>Name of customer organization</b>	
<b>Customer organization primary reference name</b>	
<b>Customer organization primary reference telephone</b>	
<b>Customer organization primary reference email</b>	
<b>Customer organization backup reference name</b>	
<b>Customer organization backup reference telephone</b>	
<b>Customer organization backup reference email</b>	

<b>RFSA Reference Project Form: Mandatory Experience Requirement #3 for Annex B</b>	
<b>Respondent Legal Name</b>	
<b>Respondent Address</b>	
<b>Mandatory Experience Requirement #3 for Annex B</b>	
<p>The Respondent must have provided an Enterprise Contact Centre Service, located in Canada, to 10 customers (refer to 4.4.5 RFSA Project Reference Forms for Mandatory Experience Requirements) as the Prime Contractor for a period of at least 24 continuous months (which can include the implementation phase) in the last 5 years prior to the closing date of this RFSA.</p> <p>(Provide 1 form for each customer)</p>	
<b>Reference Project for Mandatory Experience Requirement #3 for Annex B</b>	
<b>Entity under contract to perform the reference project</b>	
<b>Contract name and Identifier</b>	
<b>Project name</b>	
<b>Project duration</b>	<b>Start Date</b>
	<b>Implementation Completion Date</b>
	<b>End Date</b> (or indicate "on-going" if no end date)
<b>Project duration (including start date, completion of implementation and end date, if applicable)</b>	
<b>General project description (e.g. work performed, experienced gained)</b>	
<b>Address of datacenter(s) for ECCS location(s)</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing Enterprise Contact Centre Service for a customer</b>	
<b>Name of customer organization</b>	
<b>Customer organization primary reference name</b>	
<b>Customer organization primary reference telephone</b>	
<b>Customer organization primary reference email</b>	
<b>Customer organization backup reference name</b>	

<b>Customer organization backup reference telephone</b>	
<b>Customer organization backup reference email</b>	

<b>RFSA Reference Project Form: Mandatory Experience Requirement #4 for Annex B</b>	
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<b>Respondent Legal Name</b>	
<b>Respondent Address</b>	

<b>Mandatory Experience Requirement #4 for Annex B</b>	
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The Respondent must have provided an Enterprise Contact Centre Service, in Canada, with 25 Agents as the Prime Contractor for a period of at least 24 continuous months (which can include the implementation phase) in the last 5 years prior to the closing date of this RFSA.

<b>Reference Project for Mandatory Experience Requirement #4 for Annex B</b>	
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<b>Entity under contract to perform the reference project</b>		
<b>Contract name and Identifier</b>		
<b>Project name</b>		
<b>Project duration</b>	<b>Start Date</b>	
	<b>Implementation Completion Date</b>	
	<b>End Date (or indicate "on-going" if no end date)</b>	
<b>Project duration (including start date, completion of implementation and end date, if applicable)</b>		
<b>General project description (e.g. work performed, experienced gained)</b>		
<b>Address of datacenter(s) for ECCS location(s)</b>		
<b>Specific description regarding that project demonstrating the Respondent's experience in providing Enterprise Contact Centre Service for a customer with 25 Agents</b>		
<b>Name of customer organization</b>		
<b>Customer organization primary reference name</b>		
<b>Customer organization primary reference telephone</b>		
<b>Customer organization primary reference email</b>		
<b>Customer organization backup reference name</b>		
<b>Customer organization backup reference telephone</b>		
<b>Customer organization backup reference email</b>		

## Annex C – RFSA Service Requirement Forms for Enterprise Contact Centre

### MANDATORY FOR ALL RESPONDENTS TO QUALIFY AS AN ENTERPRISE CONTACT CENTRE SUPPLIER

All Enterprise Contact Centre Supplier Respondents must complete all Annex C (#1) RFSA Service Requirement Forms in this subsection.

RFSA Service Requirement Form: Mandatory Service Requirement #1 for Annex C	
Respondent Legal Name	
Respondent Address	
<b>Mandatory Service Requirement #1 for Annex C</b>	
The Enterprise Contact Centre Service provided by the Respondent in Canada must include all the Core Features in the current production service release (N) as of the closing date of this RFSA.	
<b>The Respondent confirms (Yes or No) that provides the following features and functionalities are included in the current production service release (N) of an ECCC in Canada as of the closing date of this RFSA</b>	<b>Enter Yes or No</b>
Agents' Skillsets	
Applications	
Interaction Distribution	
Interaction Priority	
Interaction Queuing	
Communication Channels (inbound, voice)	
DTMF Menu	
DTMF Recognition	
Reporting	
Supervisors	
<b>The Respondent must provide a Customer Reference that can verify the ECCC features and functionalities (identified above) are available in the current production service release (N) as of the closing date of this RFSA.</b>	
<b>Entity under contract to perform the reference project</b>	
<b>Contract name and Identifier</b>	
<b>Project name</b>	
<b>Project duration</b>	<b>Start Date</b>
	<b>Implementation Completion Date</b>
	<b>End Date (or indicate "on-going" if no end date)</b>
<b>General project description (e.g. work performed, experienced gained)</b>	
<b>Address of datacenter(s) for ECCS location(s)</b>	
<b>Specific description regarding that project demonstrating the Respondent's experience in providing ECCS for a customer</b>	
<b>Name of customer organization</b>	
<b>Customer organization primary reference name</b>	
<b>Customer organization primary reference telephone</b>	
<b>Customer organization primary reference email</b>	
<b>Customer organization backup reference name</b>	

<b>Customer organization backup reference telephone</b>	
<b>Customer organization backup reference email</b>	

## Annex D – Certification Forms

### 1) Federal Contractors Program For Employment Equity Certification

I, the Respondent, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a response and/or Response non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the response evaluation period, Response evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Respondent's certifications. Failure to comply with such request by Canada will also render the response and/or Response non-responsive or will constitute a default under the Contract. For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSA closing date.)

**Complete both A and B.**

A. Check only one of the following:

- A1. The Respondent certifies having no work force in Canada.
- A2. The Respondent certifies being a public sector employer.
- A3. The Respondent certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Respondent certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Respondent has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Respondent certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

- A5.2. The Respondent certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Respondent is not a Joint Venture.

**OR**



( ) B2. The Respondent is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed Annex D Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

## 1) Former Public Servant Certification Form

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

### Definitions

For the purposes of this clause,

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

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11,



the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Respondent must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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



## 2) Vendor Integrity Form

<b>E-mail Address:</b>
<a href="mailto:SSC.telecomconsultation-consultationtelecom.SPC@canada.ca">SSC.telecomconsultation-consultationtelecom.SPC@canada.ca</a>
<b>Department:</b>
Shared Services Canada
<b>Complete Legal Name of Supplier:</b>
Enter text.
<b>Supplier Address:</b>
Enter text.
<b>Supplier PBN:</b>
Enter text.
<b>Solicitation Number (or proposed Contract Number):</b>
Enter text.
<b>Board of Directors (Use format - first name last name):</b>
1. Director : Enter text.
2. Director : Enter text.
3. Director : Enter text.
4. Director : Enter text.
5. Director : Enter text.
6. Director : Enter text.
7. Director : Enter text.
8. Director : Enter text.
9. Director : Enter text.
10. Director : Enter text.
<b>Additional Directors:</b> Enter text.

## 4) COVID-19 Vaccination Requirement Certification

I, \_\_\_\_\_ (*first and last name*), as the representative of  
 \_\_\_\_\_ (*name of business*) pursuant to  
 \_\_\_\_\_ (*insert solicitation number*), warrant and certify that all  
 personnel that \_\_\_\_\_ (*name of business*) will provide on the  
 resulting Contract who access federal government workplaces where they may come into contact with  
 public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;



until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





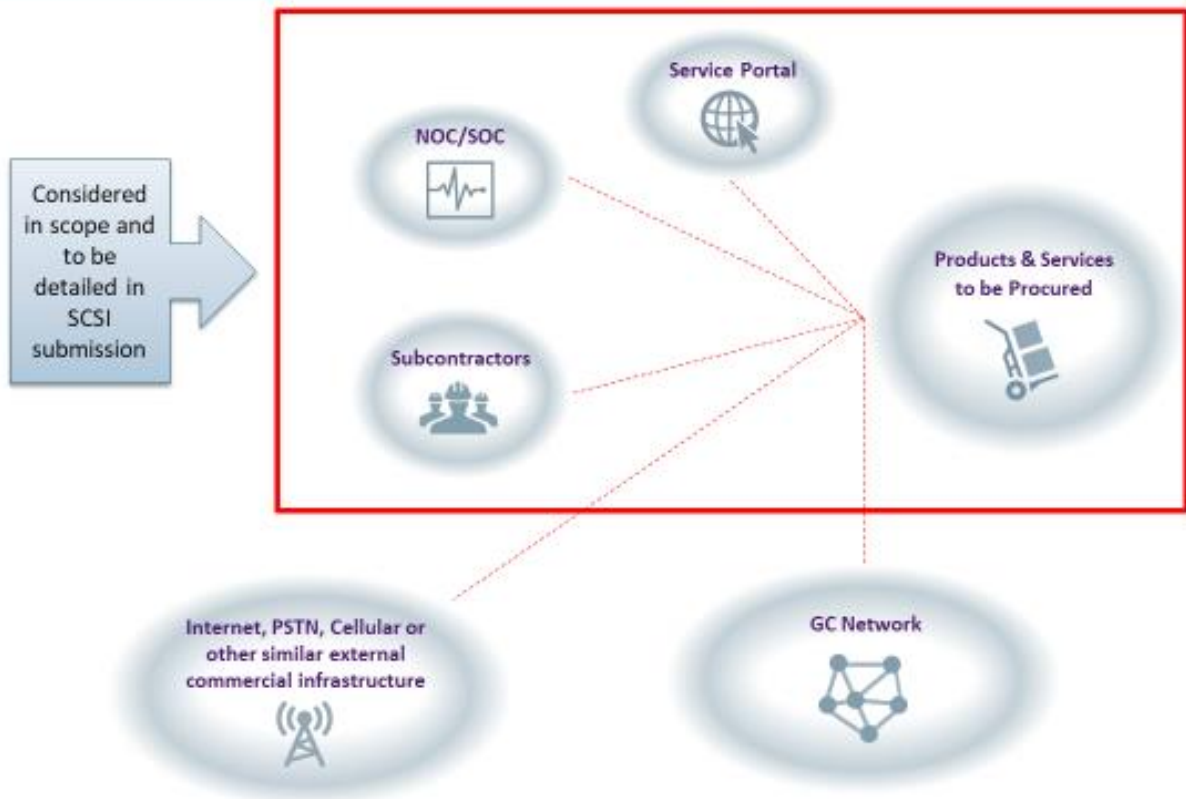
## Annex E – Security Requirements Checklist (SRCL)

Provided as a separate document.



## Annex F – Supply Chain Scope Diagram

### High-level SCSI Scope Diagram





## Annex G – SCSI Submission Form

Provided as a separate document.



## **ANNEX H-1 - Statement of Work (SOW) - General**

Provided as a separate document.



## **ANNEX H-2 - Statement of Work (SOW) – Core Services**

Provided as a separate document.



## **APPENDIX I-1 - Statement of Work (SOW) Definitions**

Provided as a separate document.



## **ANNEX J – Supply Arrangement**

Provided as a separate document.



## **ANNEX K – Resulting Contract Clauses Template**

Provided as a separate document.