
2007 REFRESH REQUEST FOR SUPPLY ARRANGEMENT

This Refresh Request for Supply Arrangement (“RFSA”) covers requirements for the following three streams of services and their associated occupational categories; 1: Human Resources Management, 2: Organizational Management Consultants, and 3: Project Management.

This refresh RFSA will:

- allow new interested suppliers to qualify under one or more service streams or occupational categories and become SA Holders;
- allow SA Holders to provide maximum per diem rates for the SA period including option periods;
- allow SA Holders to qualify under one or more service streams or occupational categories they had not qualified under previously;
- modify, when required, the standard terms and conditions of all Supply Arrangements;
- add, remove or modify the service streams and associated occupational categories, and their respective minimum mandatory qualifications.

Existing SA Holders are not required to re-qualify technically for any of the existing occupational categories and service streams for which they have previously been technically qualified and issued an SA.

This procurement vehicle has two stages. Stage 1 establishes the supply arrangement framework and a list of pre qualified suppliers. Stage 2 may, further to a competitive process among SA Holders or as specified in this document, result in the issuance of a contract to a Supply Arrangement Holder for specific services to be provided to Federal Departments and Agencies.

THIS REFRESH RFSA WILL RESULT IN THE ISSUANCE OF TWO DIFFERENT AND DISTINCT SERIES OF SUPPLY ARRANGEMENTS:

- 1) The first series of SAs (hereafter called “Aboriginal SAs”) will be issued to Aboriginal suppliers who submitted a compliant bid and qualify as Aboriginal business under the Procurement Strategy for Aboriginal Business (PSAB). Aboriginal SAs will be used for Aboriginal set-aside procurements under PSAB.
- 2) The second series of SAs (hereafter called “General SAs”) will be issued to all suppliers who submitted a compliant bid. This SA will be used for service procurements that are not subject to set-asides under PSAB.

Suppliers are required to submit only one technical and one financial bid that will include all streams and occupational categories of their choice in order to try to qualify under one or both of these series of SAs.

Suppliers can qualify under both series of SAs as follows:

- 1) Qualify under one or more occupational categories in order to be allowed to submit proposals for requirements where Canada specifies the required occupational category (ies);
- 2) Qualify under one or more streams of service in order to be allowed to submit proposals for requirements where Canada does not specify the required occupational category (ies), usually for “complete solution” types of services.

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PART 1: GENERAL INFORMATION

This section provides general information on the requirement and the Supply Arrangement (SA) method of supply.

A. Introduction

A.1 This procurement vehicle is for the delivery of various services required on an “as and when requested” basis by Federal Departments and Agencies, in support of their various programs, initiatives, operations and projects. It should be noted that this procurement vehicle is one of a number of vehicles that may be used to fulfill such requirements.

A.2 The scope of this refresh RFSA includes the following three (3) streams of services:

- Human Resources Management
- Organizational Management Consultants
- Project Management

These streams of services have been subdivided in various occupational categories.

A.3 For a complete list and description of the above mentioned service streams and occupational categories, please refer to Annex “A” to Part 3.

B. Overview of the Procurement Process

A supply Arrangement allows Canada to solicit bids from a pool of pre-qualified suppliers. The intent is to establish a framework for the expeditious processing of individual solicitations which result in legally binding contracts for the services defined in individual solicitations that fall within the scope of the supply arrangement. Only suppliers who are qualified suppliers (SA Holders) at the time of individual solicitations are issued will be eligible to compete or to be awarded sole source contracts as described in this refresh RFSA.

This refresh RFSA is the first stage of a two-stage procurement process.

B.1 Stage 1 - Refresh Request for Supply Arrangement (RFSA) and Subsequent Issuance of Supply Arrangements.

B.1.1 For Stage 1, this competitive refresh RFSA covers the aforementioned three streams of services further divided in various occupational categories.

B.1.2 This refresh RFSA will result in two distinct and independent series of SAs:

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- B.1.2.1 The first series of SAs (hereafter called “Aboriginal SAs”) will be issued to Aboriginal suppliers who submitted a compliant bid and qualify as Aboriginal business under the Procurement Strategy for Aboriginal Business (PSAB). Aboriginal SAs will be used for Aboriginal set-aside procurements under PSAB.
- B.1.2.2 The second series of SAs (hereafter called “General SAs”) will be issued to all suppliers who submitted a compliant bid. This SA will be used for service procurements that are not subject to set-asides under PSAB.
- B.1.3 Suppliers are required to submit only one technical and one financial bid that will include all streams and occupational categories of their choice in order to try to qualify under one or both of these series of SAs.
- B.1.4 Canada will conduct an evaluation of the bid and successful Suppliers will be issued a General SA or an Aboriginal SA, or both, as applicable. These SAs will identify the occupational categories and streams under which they qualify.
- B.1.5. Any SA will follow the format detailed in Part 2 of this refresh RFSA. With the exception of specific streams or categories, qualification and administrative details applicable to individual Suppliers, it is expected that all SAs will be identical.
- B.1.6 The SAs will be available for use by Canada upon signature and issuance by PWGSC. A supplier will be deemed to have been added to the SA Holders list upon signature of the SA.
- B.1.7 PWGSC will notify all suppliers who fail to qualify and identify the reason(s) the supplier has been rejected.
- B.2 Stage 2 - Contract Stage:**
- B.2.1 For Stage 2, Canada will determine under which series of SAs the requirement will be procured. Only suppliers holding the applicable SAs will be eligible to compete under a Request for Proposal (RFP) solicitation or be awarded a sole source contract for that requirement.
- B.2.2 Authorized clients, as indicated in writing by PWGSC, may issue, under their own contracting authority, contracts for requirements not exceeding the specific financial limits described herein.
- B.2.3 Subsequent to the issuance of previous SAs, this refresh Request for Supply Arrangement (refresh RFSA) will allow additional Suppliers to submit bids and qualify to become SA Holders.

PART 2: INSTRUCTIONS TO SUPPLIERS

A. Bids requested

- A.1 Suppliers are invited to submit a bid for the purpose of establishing an Aboriginal SA or a General SA, or both, with Canada for the provision of various professional services for Federal Departments and Agencies. Only one bid needs to be submitted for both series of SAs.
- A.2 Current SA Holders are not required to submit for technical qualification unless they intend to qualify for new occupational categories. All SA Holders are to submit maximum per diem rates identified in Annex "B"-Maximum Per Diem Rates Schedule.

B. Standard Instructions and Conditions

B.1 Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC).

An electronic version of the manual is available on the PWGSC Web site:<http://sacc.pwgsc.gc.ca/sacc/>

B.2 Standard Instructions and Conditions

Standard Instructions - Goods or Services-2003 (2007-05-25) set out in the SACC Manual are incorporated by reference and form part of this solicitation. Submission of a bid constitutes acknowledgment that the Supplier has read and agrees to be bound by such instructions.

DSS-MAS 2003 (2007/05/25) Clause 3- Submission of Bids Section, section 4 is amended as follows:

DELETE: 60 days

SUBSTITUTE: 250 days

B.3 Terms and Conditions of Solicitation and Resulting Contract

Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16, the general terms, conditions and clauses identified by title, number and date, are incorporated by reference and form part of this bid solicitation and any resulting contract, as though expressly set out, subject to any other express terms and conditions contained.

C. Inquiries with respect to this refresh RFSA

- C.1 All inquiries regarding this refresh RFSA must be submitted in writing or by e-mail to the PWGSC officer named below as early as possible prior to the refresh RFSA closing date. Inquiries must be received **no less than 10 calendar days** prior to the refresh RFSA closing date to allow sufficient time for Canada to provide a response.

Address inquiries to:

Professional Services Procurement Directorate
 Services and Technology Acquisitions Management Sector
 Acquisitions Branch
 Public Works and Government Services Canada (PWGSC)
 Place du Portage, Phase III, 10C1
 11 Laurier Street
 Gatineau, Quebec, K1A 0S5

Attention: **Ben Ampadu**, A/Supply Team Leader,
 Telephone: (819) 956-1440 Fax: (819) 956-2675
 e-mail: ben.ampadu@pwgsc.gc.ca

****Bids must not be sent to the above address* See I.1***

- C.2 To ensure consistency and quality of information provided to Suppliers, the PWGSC officer will provide, through MERX, any information with respect to significant inquiries received and the replies to such inquiries without revealing the sources of the inquiries.
- C.3 Inquiries that are submitted as proprietary must be clearly marked "PROPRIETARY" and accompanied by supporting rationale. The PWGSC officer will determine if the inquiry is proprietary. If it is considered proprietary, an answer will be provided only to the inquirer. If not considered proprietary, the inquirer will be advised and may withdraw the inquiry. If not withdrawn, the answer will be treated in the same manner as nonproprietary answers.
- C.4 All inquiries and other communications concerning this refresh RFSA are to be forwarded to the PWGSC officer named above.
- C.5 PWGSC reserves the right to accept any bid as submitted without prior negotiations. It is therefore the responsibility of the Supplier to obtain any necessary clarification(s) of the requirements contained herein prior to submitting its bid.

D. Previous Communications between Government and Supplier

This document contains the entire requirements and objectives relating to this refresh RFSA. Other information or documentation provided to or obtained by the Supplier in regards to this refresh RFSA, from any source prior to the date of this refresh RFSA, will have no force or effect.

E. Amendments to this refresh Request for Supply Arrangement

E.1 Any amendments to this refresh RFSA will be issued **ONLY** by PWGSC, in writing, and made available on MERX at www.merx.com. Additionally, the information may be posted on PWGSC ISS SA Website: <http://www.pwgsc.gc.ca/sipss/pspd/iss/index-e.html>.

E.2 The information posted on the PWGSC ISS SA website is for information purposes only and must not be used as an official document for the submission of proposals. It will be the responsibility of the Supplier to obtain any modifications to this refresh RFSA through Merx. Should there be any discrepancy in information between the official refresh RFSA posted on Merx and the information posted on the PWGSC ISS SA website, the information posted on Merx will take precedence.

F. Costs Associated to the Preparation of Bids

No payment will be made for costs incurred in the preparation or submission of a bid in response to this refresh RFSA for any reason whatsoever, including cancellation of this procurement instrument at any time by Canada.

G. Submission of Bids

G.1 Bids must be delivered **ONLY** to the address specified below. This address is for the sole purpose of receiving bids. Any other communications related to this refresh RFSA are **not** to be forwarded to this address.

Bid Receiving Unit (BRU)
Public Works and Government Services Canada
Place du Portage, Phase III,
Main Lobby, Core 0A1
11 Laurier Street
Gatineau, Quebec, Canada
K1A 0S5 Telephone (819) 956-3370

G.2 All bids must be **delivered** only to the BRU. **No bid must be submitted by facsimile.**

G.3 All bids must be delivered to the address specified above on or before the closing date and time as specified on page one (1) of this refresh RFSA. Timely receipt and correct direction of bids are the sole responsibility of the Supplier.

H. Ownership of bids

H.1 Bids received in response to this refresh RFSA will become the property of Canada and will not be returned. Subject to the *Access to Information Act* or unless disclosure is required pursuant to any other legal requirement or any order of a court or other tribunal

having jurisdiction, all bids will be treated as CONFIDENTIAL and will be made available only to those individuals authorized to participate in the evaluation process.

I. Marking Confidentiality of Supplier's Information

I.1 All information regarding the terms and conditions, financial and/or technical aspects of the Supplier's bids, which in the Supplier's opinion, are of a proprietary or confidential nature should be clearly marked "PROPRIETARY" or "CONFIDENTIAL" at each relevant item or page or in a statement covering the entire bid(s).

I.2 Should the Supplier provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information as confidential, subject to the *Access to Information Act* or unless disclosure is required pursuant to any other legal requirement or any order of a court or other tribunal having jurisdiction.

J. Validity of Bids

J.1 Bids submitted in response to this refresh RFSA must be valid, including the maximum per diem rates, for not less than **two hundred and fifty (250) days** from the closing date of this RFSA refresh.

K. Withdrawal of Bids

K.1 In the event that a Supplier wishes to withdraw its bid, the Supplier must immediately notify, in writing, the PWGSC officer named above in "C1". Should the bid be withdrawn, it will receive no further consideration. Bids will not be returned.

L. Contents of the Bid

L.1 Supplier must fully and properly complete and submit, **at time of bid closing**, the **following mandatory documents**. These documents should be labeled and submitted in the order shown below.

L.1.1 Annex "B"-Maximum Per Diem Rates Schedule. It is requested that one (1) paper copy and one (1) electronic spreadsheet copy of the information contained in Annex "B" to Part 3 be provided.

L.1.2 For suppliers qualifying for a workstream and associated occupational category, the Curriculum Vitae (CV) of up to two (2) proposed candidates for EACH occupational category the Supplier attempts to qualify under, in accordance with Annex "A" to Part 3. (3 copies per CV). Should more than 2 candidates per category be submitted, only the first two candidate's CVs will be evaluated.

L.1.3 Current SA Holders may choose to submit bids for additional categories for which they are not qualified under their current SA.

- L.1.4 Certification “Certification of Candidates not employed by the Supplier” for each candidate proposed in the bid (Appendix 2 to Part 3).
- L.2 Suppliers must include the following documents with their bids:
- L.2.1 A Firm Profile (Annex “C” to Part 3)- 1 copy;
- L.2.2 Mandatory Certifications (Annex “D” to Part 3) 1 copy. Demonstration of compliance with **each** items in Annex “D” to Part 3, including detailed information and the requested signatures, is mandatory prior to the issuance of any resulting SA;
- L.2.3 The first page of this refresh RFSA signed by the authorized representative of the Supplier empowered to bind the Supplier to the statements made in response to this refresh RFSA. In the event of a proposal submitted by a joint venture, the proposal will either be signed by all members of the joint venture or a statement must be provided to the effect that the signatory represents all parties of the joint venture. This page should also provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the bid (1 copy).
- L.3 Suppliers trying to obtain an Aboriginal SA must fully and properly complete, sign and submit, **at the time of bid closing**, the “Certification Requirements for the Set-Aside Program for Aboriginal Business” (Annex “E” to Part 3) in two (2) copies. This applies to Aboriginal Suppliers. **Failure to provide this certification will result in the bid being considered NON-COMPLIANT for the Aboriginal SA only and will not impact on the validity of the proposal for the General SA.**
- M. Bid - Requested Format**
- M.1 Bid should be prepared using the following style features:
- 1 Times New Roman font
 - 2 No font smaller than 12 point font
 - 3 Left and right margins of 1 inch
 - 4 Top and bottom margins of a minimum of ½ inch.
- M.2 Bids should be submitted using, to the maximum extent possible, the attached forms and formats.
- M.3 Bids should be submitted on 8 ½ in. x 11 in. paper. Page foldouts, schematics, drawings and other formats may be included with the offer if necessary for clarity of presentation.
- M.4 Each page of the bid should be numbered and clearly indicate the legal name of the Supplier.
- M.5 The bids should be divided in two volumes to be packaged separately.

Volume 1:

- Signed and completed Page 1 of this refresh RFSA;
- Firm Profile (Annex “C” to Part 3);
- Mandatory Certifications (Annex “D” to Part 3);
- Mandatory certification “Certification Requirements for the Set-Aside Program for Aboriginal Business” (Annex “E” to Part 3) *(for suppliers attempting to qualify to the Aboriginal SA only); and*
- Maximum per diem rates schedule (Annex “B” to Part 3).

Suppliers should include all copies of the documents forming this Volume 1 in one package.

Volume 2:

- CVs of all proposed candidates (as described in Appendix 1 to Part 3) for the occupational categories proposed.
- Certification “Certification of Candidates not employed by the Supplier” (Appendix 2 to Part 3)

Firms bidding on more than one stream of services should divide volume (2) in chapters by Service Streams as follows:

- Chapter 2a) Human Resources Management
- Chapter 2b) Organizational Management Consultants
- Chapter 2c) Project Management

Each chapter should include a cover page that displays the following information:

- Submitted by: *(Indicate the legal name of the Supplier)*
- Service Stream: *(Specify the service stream)*
- Proposed occupational category(ies): *(List all occupational categories being proposed as well as the name of the applicable proposed candidate(s))*

M.6 Suppliers are encouraged to include, within each volume and chapter, any relevant information deemed appropriate in demonstrating the bid’s suitability to the requirements. The Supplier’s bid should use a numbering system corresponding to that of this refresh RFSA.

M.7 Adherence to the requested format is desired in order to:

1. Reduce duplication of information submitted to PWGSC;
2. Facilitate a structured evaluation approach; and
3. Complete evaluations in a timely manner.

N. Mandatory Requirements

N.1 All mandatory requirements are identified with imperative words such as “will” or “must”. Suppliers must comply with each and every mandatory requirement. If a bid does

not comply with a mandatory requirement, the bid will be considered NON-COMPLIANT and will receive no further consideration.

N.2 Suppliers will be evaluated in accordance with the mandatory requirements as detailed in this refresh RFSA including, but not limited to, Annex "D" to Part 3. Suppliers are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the Government Evaluation Committee.

O. Maximum per diem rates

O.1 For each occupational category under which they attempt to qualify, Suppliers must provide maximum per diem rates for fiscal year (FY): FY 2007-2008; FY 2008-2009; and FY 2009-2010.

O.1.1 Current SA Holders must provide maximum per diem rates for fiscal year (FY): FY 2007-2008; FY 2008-2009; and FY 2009-2010.

O.2 The maximum per diem rates must be in Canadian dollars (GST/HST extra) and must not consist of "0.00", "NIL" nor "ZERO". Failure to do so will result in the maximum per diem rate(s) being declared non-valid.

O.3 Failure to propose a maximum per diem rate for an occupational category will result in the bid being declared financially NON-COMPLIANT for that occupational category only.

O.4. **Suppliers issued with Supply Arrangements will not be allowed to exceed these maximum per diem rates when responding to RFPs under Stage 2 of this SA process, unless Canada has suspended one or all maximum per diem rates.**

O.5 **Suppliers submitting maximum per diem rates should keep in mind that additional mandatory and point-rated requirements well in excess of the SA minimum mandatory requirements (as described in Annex "B" to Part 3) may be required for RFPs under Stage 2 of this SA process.**

O.6 **All maximum per diem rates submitted in response to this refresh RFSA will be treated as CONFIDENTIAL.**

P. Vendor Performance

P.1 Canada may reject a bid where any of the following circumstances is present:

- 1 the Supplier, or any employee or subcontractor included as part of the bid, has been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code; or

- 2 the Supplier is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Supplier ineligible to bid on the Work;
- 3 an employee or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
- 4 with respect to current or prior transactions with the Government of Canada:
 - 1 the Supplier is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - 2 evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Supplier, any of its employees or any subcontractor included as part of its bid;
 - 3 Canada has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Supplier, any of its employees or any subcontractor included as part of its bid; or
 - 4 Canada determines that the Supplier's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Supplier executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

P.2 Where Canada intends to reject an bid pursuant to a provision of paragraph P.1, other than P.1 (ii), PWGSC will so inform the Supplier and provide the Supplier ten (10) days within which to make representations, prior to making a final decision on the bid rejection.

Q. General Provisions

- Q.1 Canada reserves the right to cancel or reissue this refresh RFSA at any time and Canada will not assume liability for any response preparation costs whatsoever .
- Q.2 Canada reserves the right not to authorize any SA as a result of this refresh RFSA.
- Q.3 The issuance of any resulting SA does not oblige Canada to contract for any of the services covered by a SA, or to spend any monies whatsoever.
- Q.4 Canada's liability under any resulting SA will be limited to that which arises from contracts awarded under the SA.

PART 3

EVALUATION PROCESS, BASIS OF SELECTION AND CERTIFICATION

A. Evaluation (general)

- A.1 All bids will be evaluated in accordance with the requirements of the refresh RFSA to ensure that they meet each mandatory requirement identified throughout this refresh RFSA.
- A.2 If a bid does not comply with any mandatory requirement, the bid will be considered NON-COMPLIANT and will receive no further consideration.
- A.3 During evaluation of bids, Suppliers may be requested to provide clarification on any elements of their bid. However, Suppliers will not be allowed to improve their bid.
- A.4 Failure of a bid to provide information in sufficient detail and depth to permit evaluation against criteria will render a bid non-compliant. An incomplete bid will be considered NON-COMPLIANT.
- A.5 Canada reserves the right, in its sole discretion, to declare an offer NON-COMPLIANT if Canada determines during the evaluation phase, that the Supplier does not have the legal status, facilities and technical, financial and managerial capabilities to fulfill the requirements stated herein.

B Provision of all required documentation (mandatory requirement)

- B.1 All required documents must be fully and properly completed, signed (when requested) and submitted as indicated.

C Technical Evaluation (mandatory requirement)

- C.1 Canada will assess a Supplier's technical capability to perform work that may be required under the two resulting series of SAs. To this end, Canada requires each Supplier to demonstrate their potential to provide professional support services by proposing human resources that meet or exceed various mandatory requirements.
- C.2 Under this refresh RFSA, Suppliers can qualify technically at two levels:
- 1) Under one or more occupational categories; and
 - 2) Under one or more service streams.
- C.3 Technical qualification under one or many occupational categories
- C.3.1 Annex "A" to Part 3 describes the occupational categories under which the Supplier may attempt to qualify as well as their respective minimum mandatory requirements.

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- C.3.2 For each proposed occupational category, the Supplier must submit a **maximum** of two (2) curriculum vitae (CVs) for individuals whose education and work experience meets or exceeds all the minimum mandatory requirements of that occupational category. Should more than 2 CVs per category be submitted, only the first two candidates CVs will be evaluated.
- C.3.3 For each CV submitted, Suppliers must ensure that:
- 1 the proposed occupational category and the individual's name are clearly indicated;
 - 2 compliance with each minimum mandatory requirement for the proposed occupational category is fully and completely demonstrated in the bid; and
 - 3 **the CV clearly demonstrates where, when and how the stated qualifications and experience of the individual were acquired.** For evaluation purposes,
 - “where” means the name of the employer as well as the position or title held by the individual;
 - “when” means the start date and end date (e.g. from January 2000 to March 2002) of the period during which the individual acquired the qualification or experience; and
 - “how” means a clear description of the activities performed and the responsibilities assigned to the individual under this position and during this period.
- C.3.4 All Suppliers are advised that only listing experience without providing any supporting data to describe when, where and how such experience was obtained will not be considered sufficient demonstration of such experience for the purpose of the evaluation. **All professional experience must be fully documented and substantiated in the bid(s).**
- C.3.5 For the purpose of personnel qualifications, experience gained during formal education will not be considered work experience. All requirements for work experience must be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided that they are related to the required services.
- C.3.6 In order to ensure a clear presentation of the information, all CVs should follow the CV FORMAT EXAMPLE set out in Appendix 1 (attached) to Part 3.
- C.3.7 When Canada has established that one candidate proposed under an occupational category meets all minimum mandatory requirements of that occupational category, the bid will be declared technically compliant for that occupational category and Canada will

not evaluate any other candidate that may have been proposed for that occupational category.

C.3.8 Suppliers are not required to include, in their bid at the time of bid closing, copies of the university degree or college diploma nor a document from a provincially-mandated evaluation service certifying the Canadian equivalency of this degree/diploma. However, in accordance with the "Certification of compliance", Canada reserves the right to verify any information provided in regards to education. This verification may include requiring the Supplier to provide, within a time frame established by Canada, supporting documents to be determined by Canada including, but not limited to:

- copy of the degree or diploma; or
- document from a provincially-mandated evaluation services stating the Canadian equivalency of the degree or diploma obtained outside Canada by the candidate.

If supporting documents are requested by Canada, failure to provide them within the required time frame will result in the candidate being declared technically non-compliant.

C.3.9 Any proposed occupational category for which the first two(2) proposed candidates do not meet all minimum mandatory requirements will be declared non-compliant and no SA will be issued to the Supplier for that occupational category.

C.3.10 Only when the next refresh RFSA will be released (usually once per year) will the Supplier be allowed to attempt again to qualify technically for that occupational category deemed non-compliant.

C.4 Technical qualification under one or many service streams

C.4.1 The various services that may be required under the two resulting series of SAs have been divided into three service streams.

C.4.2 Suppliers will automatically be declared technically compliant for a service stream if their bid is declared technically compliant for the following minimum number of occupational categories covered by that service stream:

Service Stream	Required number of technically compliant occupational categories to qualify for each service stream
Human Resources Management	Minimum of 3 of the 14 occupational categories
Organizational Management Consultants	Minimum of 3 of the 8 occupational categories
Project Management	Minimum of 3 of the 5 occupational categories

E.g.

In order for a bid to be declared technically compliant under the service stream “Project Management”, a minimum of 3 of the following occupational categories covered by that service stream must be declared technically compliant:

- *Project Manager*
- *Financial Analyst*
- *Technical Writer*
- *Project Assistant*
- *Procurement Specialist*

C.4.3 Compliance in the required minimum number of occupational categories within a service stream will qualify a supplier for that service stream. A SA will be issued to the Supplier for each technically compliant occupational category(ies) and for the service stream. Suppliers deemed non-compliant will be given the opportunity to qualify in the next refresh RFSA (published once per year).

D. Qualification as an aboriginal business under PSAB (mandatory requirement only for qualification under the Aboriginal SAs).

D.1 This mandatory requirement applies only to Suppliers attempting to qualify under the Aboriginal SAs and not to Suppliers attempting to qualify under the General SAs.

D.2 The Supplier must submit, a completed Certification entitled “Certification Requirements for the Set-Aside Program for Aboriginal Business”.

D.3 Failure by a Supplier to meet the mandatory requirement stated in D.2 above will result in the bid being declared NON-COMPLIANT for the Aboriginal SAs but will not impact on the validity of the bid for the General SAs. A Supplier failing this mandatory requirement could thus still be considered COMPLIANT for the General SAs.

E. Financial Evaluation (mandatory requirement)

E.1 The financial evaluation applies only to the qualification under occupational categories and not to the qualification under service streams.

E.2 All bids considered technically compliant for one or many occupational categories will have their proposed maximum per diem rates- (submitted using Annex B "MAXIMUM PER DIEM RATE SCHEDULE" to Part 3)- evaluated against a threshold established for each occupational category and each fiscal year. .

E.3 A threshold will be calculated for each occupational category and for the fiscal years (FY): 2007-2008; 2008-2009; and 2009-2010 as follow:

- 1) Only maximum per diem rates proposed by Suppliers technically compliant for that occupational category will be considered.

- 2) For each occupational category and fiscal year, the mean of the per diem rates in each fiscal year will be computed by summing up all per diem rates in the fiscal year and dividing by the number of technically compliant suppliers.
- 3) The threshold for each occupational category and fiscal year will be determined by adding 50% to this mean.

E.4 Suppliers will be declared financially compliant only for the occupational category for which maximum per diem rates are equal to or lower than the established threshold for the applicable occupational category.

For example: If the threshold for the occupational category "Project Manager" is established as \$1500.00 for fiscal year 2007-2008, a Supplier who proposes \$1,200.00 in per diem rate for the fiscal year 2007-2008 for the occupational category "Project Manager" will be declared financially compliant for the fiscal year 2007-2008

- E.5 Suppliers are advised that these thresholds are established for evaluation purposes only. The fact that the maximum per diem rates proposed by an Supplier are ruled compliant does not imply in any way acceptance by Canada to pay these per diem rates for any requirement.

E.6 All thresholds calculated as a result of this refresh RFSA will be treated as CONFIDENTIAL.

F. Basis of Selection

- F.1 General SAs: All Suppliers that meet all mandatory requirements (with the exception of the mandatory requirement E. above) will receive a General SA for all occupational categories for which they have been technically and financially compliant –**and**- for all service streams for which they have been declared technically compliant.

- F.2 Aboriginal SAs: All Suppliers that meet all mandatory requirements (including the mandatory requirement E. above) will receive an Aboriginal SAs for all occupational categories for which they have been declared technically and financially compliant –**and**- for all service streams for which they have been declared technically compliant.

- F.3 It is possible for an Supplier to receive either a General SA –**or**- a General SA and an Aboriginal SA.

- F.4 Each series of SAs resulting from this refresh RFSA will be distinct and independent from the other series of SAs.

Solicitation No. - N° de l'invitation

E60BQ-01ISSA/E

Amd. No. - N° de la modif.

File No. - N° du dossier
420zgE60BQ-01ISSA

Buyer ID - Id de l'acheteur

420zg

Client Ref. No. - N° de réf. du client
E60BQ-01ISSA

CCC No./N° CCC - FMS No./N° VME

F.5 Issuance of a Supply Arrangement does **NOT** mean that a Supplier will receive subsequent contracts for the services.

APPENDIX 1 TO PART 3 CV FORMAT EXAMPLE

SUPPLIER'S NAME: *(Name of the Supplier to be included)*

Proposed Occupational Category: Human Resources Policies Specialist
Individual's Name: *(Name of proposed candidate to be included here)*

SECURITY CLEARANCE INFO: *SECRET (LEVEL II) NATO CONFIDENTIAL*
(CIISD EXPIRY DATE:)

CIISD SECURITY CLEARANCE FILE NUMBER:

SA MINIMUM MANDATORY REQUIREMENTS

1.	A university degree or college diploma in a field related to personnel management, such as business administration, industrial relations, commerce or psychology; -OR- Completion of a professional development program in personnel administration.	
When <i>(Month & Year)</i>	Where <i>(In which school, university, college, etc.)</i>	
2.	Thirty-six (36) months of demonstrated experience, within the last six (6) years, directly related to Human Resources.	
When <i>(Month & Year)</i>	Where <i>(Employer/Position/ Title)</i>	How <i>(Through which activities and responsibilities)</i>
3.	Twelve (12) months of demonstrated experience, within the last thirty-six (36) months, in developing and/or reviewing human resources policies.	
When <i>(Month & Year)</i>	Where <i>(Employer/Position/ Title)</i>	How <i>(Through which activities and responsibilities)</i>

APPENDIX 2 TO PART 3

“Certification of Candidates not employed by the SUPPLIER ”

THE SUPPLIER MUST SUBMIT THIS CERTIFICATION ENTIRELY AND CORRECTLY FILLED AND SIGNED FOR EACH PROPOSED CANDIDATE NOT EMPLOYED BY THE SUPPLIER.

I, _____ (*indicate name of the proposed candidate*) certify that I consent to my resume being submitted on behalf of _____ (*indicate name of the supplier*) in response to this refresh Request for Supply Arrangement (RFSA) E60BQ-01ISSA/E.

I hereby certify that all statements made with regard to my education and experience are accurate and factual and I am aware that Canada reserves the right to verify any information provided in this regard and that any untrue statement may result in the bid being declared non-responsive or in other action which the Minister may consider appropriate.

I further certify that I have not been convicted under sections 121 (“Fraud on the government” & “Contractor subscribing to election fund”), 124 (“Selling or purchasing office”), or 418 (“Selling defective stores to Her Majesty”) of the Criminal Code; I am not subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy.

(Signature)

(Date)

Name (please print)

ANNEX “A” TO PART 3

SERVICE STREAMS, OCCUPATIONAL CATEGORIES

AND MINIMUM MANDATORY REQUIREMENTS

Stream 1: Human Resources Management

1.1 Human Resources Policies Specialist

A. Examples of Required Services

The required services may include, but are not limited to the following:

- Developing, implementing and evaluating personnel and labour relations policies, programs and procedures;
- Identifying policy need/concerns;
- Performing comparative analysis of policies;
- Advising managers and employees on the interpretation of personnel policies, benefit programs and collective agreements;
- Negotiating collective agreements on behalf of employers or workers, and mediating labour disputes and grievances;
- Researching and preparing occupational classifications, job descriptions and salary scales;
- Administering benefit, employment equity and affirmative action programs and maintain related records systems;
- Coordinating employee performance and appraisal programs;
- Researching employee benefit and health and safety practices and recommending changes or modifications to existing policies.

B. Minimum Mandatory Qualifications

All Human Resources Policies Specialists shall possess, as a minimum:

1. A university degree or college diploma in a field related to personnel management, such as business administration, public administration, industrial relations, commerce or psychology;
-OR-
Completion of a professional development program in personnel administration.
2. Thirty-six (36) months of demonstrated experience, within the last six (6) years, directly related to Human Resources.
3. Twelve (12) months of demonstrated experience, within the last thirty-six(36) months, in developing and/or reviewing human resources policies.

1.2 Human Resources Consultant

A. Required Services

The required services may include, but are not limited to the following:

- Providing expert advice on and/or performing analysis of the HR strategic direction and assisting in the development of HR options, aligning and integrating the HR plans with the strategic direction of the organization's business plan;
- Participating in the development of potential HR models and, after an option has been selected, assisting in the implementation of HR requirements and a transition plan to meet HR needs;
- Developing and implementing policies, programs and procedures regarding human resource planning, recruitment, collective bargaining, training and development, occupation classification, pay and benefit administration, performance management, employment equity and employee assistance programs;

- Planning Human Resources in areas such as organizational development, organizational planning and design, human resources utilization, job analysis, performance planning, auditing and evaluating and forecasting;
- Providing expert advice on and/or participating in the establishment of electronic means for time off reporting, expenses reports, routine administrative matters;
- Providing expert advice on and/or participating in the development of new programs for employees to retain career mobility;
- Identifying policy need/concerns;
- Performing comparative analysis of policies;
- Supplying expert advice on and/or assisting in the development/provisioning of new government programs relating to:
 - demographics, trends and forecasts-HR reports on labour market trends and forecasts;
 - work description redefinition;
 - job competency/classification profiles;
 - employee relations and conflict management tools;
 - succession planning: programs for development of future managers and generic occupational groups;
 - recruitment;

B. Minimum Mandatory Qualifications

All Human Resources Consultants shall possess, as a minimum:

1. A university degree or college diploma in a field related to personnel management, such as business administration, public administration, industrial relations, commerce or psychology;
-OR-
Completion of a professional development program in personnel administration.
2. Forty-eight (48) months of demonstrated experience, within the last eight (8) years, directly related to Human Resources activities.
3. Twenty-four (24) months of demonstrated experience, within the last sixty (60) months, in developing and/or reviewing Human Resources strategies.

1.3 Human Resources Disability and Equity Advisor

A. Required Services

The required services may include, but are not limited to the following:

- Coordinating programs related to disability and/or equity;
- Developing a promotion/ communications strategy plan;
- Researching to identify positions/groups where opportunities for recruitment of persons with disabilities can be presented;
- Identifying technical aid resources;
- Ensuring work site accessibility is monitored;
- Liaising with Departments/Agencies promoting Persons with Disabilities Programs, this includes providing presentations to management and employees;
- Organizing seminars, workshops, etc.;
- Publishing promotional and educational articles in departmental and regional newsletters;
- Participating on various Employment Equity committees.

B. Minimum Mandatory Qualifications

All Human Resources Disability and Equity Advisor shall possess, as a minimum:

1. A university degree or college diploma in a field related to personnel management, such as business administration, public administration, industrial relations, commerce or psychology;

-or-

Completion of a professional development program in personnel administration.

2. Thirty-six (36) months of demonstrated experience, within the last six (6) years, directly related to Human Resources activities.
3. Twelve (12) months of demonstrated Human Resources experience, within the last thirty-six (36) months, directly related to disability and /or equity.

1.4 Employee Relations Advisor

A. Required Services

The required services may include, but are not limited to the following:

- o Directing the employee relations function;
- o Developing employee relations policies, and ensuring consistent application of company policies and procedures;
- o Performing internal audits and taking appropriate action to correct any employee relations issues;
- o Managing dispute resolution procedures.

B. Minimum Mandatory Qualifications

All Employee Relations Advisors shall possess, as a minimum:

1. A university degree or college diploma in a field related to personnel management, such as business administration, public administration, industrial relations, commerce or psychology;

-or-

Completion of a professional development program in personnel administration.

2. Thirty-six (36) months of demonstrated experience, within the last six (6) years, directly related to employee relations.

1.5 Human Resources Assistant

A. Required Services

The required services may include, but are not limited to the following:

- o Executing human resources support activities;
- o Providing assistance in the areas of employment, affirmative action, salary and benefits administration, employee events, or employee communications;
- o Recording data and preparing reports;
- o Responding to questions about human resources issues, or referring question to appropriate person;
- o Starting and completing employment documents.

B. Minimum Mandatory Qualifications

All Human Resources Assistants shall possess, as a minimum:

1. Twelve (12) months of demonstrated experience, within the last thirty-six (36) months, directly related to Human Resources activities.

1.6 Training and Development Specialist

A. Required Services

The required services may include, but are not limited to the following:

- Assessing the training requirement of a target organization and recommending appropriate training solutions;
- Planning, producing and administering staff or management training seminars/courses for the organization;
- Executing programs to develop employee skills and impart organization practices and policies by utilizing various learning methods;
- Investigating training resources for appropriate information and suggests new topics;
- Developing, validating and/or adjusting instruction policies;
- Identifying standards needs/concerns;
- Performing comparative analysis of standards and developing, validating and/or adjusting standard.

B. Minimum Mandatory Qualifications

All Training and Development Specialists shall possess, as a minimum:

1. Twenty-four (24) months of demonstrated experience, within the last sixty (60) months, defining training requirements for an organization and recommending/managing the related training solutions

1.7 Courseware Developer

A. Required Services

The required services may include, but are not limited to the following:

- Assessing the relevant characteristics of a target audience and/or of a setting;
- Performing job, task and/or content analysis;
- Developing training program materials;
- Preparing end-users for implementation of courseware materials;
- Evaluating instruction, program and process;
- Selecting instructional media; · Recommending instructional strategies;
- Developing performance measurement instruments;
- Performing needs assessments/ analysis.

B. Minimum Mandatory Qualifications

All Courseware Developers shall possess, as a minimum:

1. Twenty-four (24) months of demonstrated experience, within the last sixty (60) months, directly related to courseware development.
2. Demonstrated experience in the use of current courseware development methods and tools.

1.8 Instructor

A. Required Services

The required services may include, but are not limited to the following:

- Assessing the relevant characteristics of a target audience;
- Developing, reviewing and modifying training materials;
- Delivering courses, potentially using visual aids including computers, transparencies, videos, satellite transmissions, flip charts, wall charts, complete projection equipment and slides;
- Evaluating instruction, program and process;
- Communicating effectively by visual, oral and written form with individuals, small groups, and in front of large audiences;
- Managing class time;

- Prioritizing material and changing course directions to meet needs.

B. Minimum Mandatory Qualifications

All Instructors shall possess, as a minimum:

1. Twenty-four(24) months of demonstrated experience, within the last sixty (60) months, developing training curriculum and/or delivering training.

1.9 Benefits Consultant

A. Required Services

The required services may include, but are not limited to the following:

- Studying benefits programs and furnishes information about costs and coverage of other available plans;
- Producing or advising benefits plans for the organization (such as health, dental, vision, disability or retirement plans);
- Implementing benefits programs and procedures;
- Arranging and affecting new programs with benefits vendors;
- Overseeing programs for conformance with government regulations;
- Training benefits clerks.

B. Minimum Mandatory Qualifications

All Benefits Consultants shall possess, as a minimum:

1. Forty-eight (48) months of demonstrated experience, within the last eight (8) years, directly related to benefit plans/programs.
2. Twelve (12) months of demonstrated experience, within the last thirty-six (36) months, developing and/or implementing benefit plans/programs.

1.10 Compensation Analyst

A. Required Services

The required services may include, but are not limited to the following:

- Providing assistance in producing and directing the organization's compensation program;
- Preparing and studying salary analyses for determination of employee compensation;
- Examining predictions for market changes in salary ranges and recommending revisions to company compensation plan;
- Developing or reviewing job descriptions and assessing appropriate compensation level;
- Suggesting revisions to the compensation plan or procedures;
- Participating in market salary surveys.

B. Minimum Mandatory Qualifications

All Compensation Analysts shall possess, as a minimum:

1. A post-secondary degree or diploma.
2. Forty-eight (48) months of demonstrated experience, within the last eight (8) years, directly related to compensation plans/programs.

3. Twenty-four (24) months of demonstrated experience, within the last sixty (60) months, developing and/or implementing compensation plans/programs.

1.11 Employment Manager

A. Required Services

The required services may include, but are not limited to the following:

- Developing and implementing recruitment and employment strategies;
- Directing recruitment, screening, interviewing, selection, and placement activities;
- Managing employment functions and staff members;
- Extending job offers and establishing starting salaries;
- Arranging advertising or employment agency services;
- Producing affirmative action or college recruiting programs.

B. Minimum Mandatory Qualifications

All Employment Managers shall possess, as a minimum:

1. Thirty-six (36) months of demonstrated experience, within the last six (6) years, directly related to employment.
2. Twenty-four (24) months of demonstrated experience, within the last sixty (60) months, developing and/or implementing recruitment/employment strategies.

1.12 Employment Interviewer

A. Required Services

The required services may include, but are not limited to the following:

- Interviewing and recommending qualified candidates for open positions;
- Conducting reference checks;
- Handling orientation and paperwork for new hires and sending rejection letters to candidates not selected;
- Gathering of various data.

B. Minimum Mandatory Qualifications

All Employment Interviewers shall possess, as a minimum:

1. Twelve (12) months of demonstrated experience, within the last thirty-six (36) months, directly related to employment interview/ related reference checks.

1.13 Work Description Writer

A. Required Services

The required services may include, but are not limited to the following:

- Performing job, activities and responsibilities analysis;
- Discussing with management in order to clearly define the activities and responsibilities of a specific function;
- Reviewing current work descriptions and recommending appropriate changes;
- Developing and updating generic and specific work descriptions.

B. Minimum Mandatory Qualifications

All Work Description Writers shall possess, as a minimum:

1. Thirty-six (36) months of demonstrated experience, within the last six (6) years, directly related to Human Resources activities.

2. Twelve (12) months of demonstrated experience, within the last thirty-six (36) months, in writing and/or reviewing work description.

1.14 Human Resources Information System Specialist

A. Required Services

The required services may include, but are not limited to the following:

- Providing expert advise on the development and implementation strategies related to Human Resources Information Systems (HRIS);
- Examining and verifying employee information processed by automated human resources systems;
- Compiling statistical information and preparing reports related to payroll, recruiting, position classification, compensation, training, equal opportunity employment, or affirmative action utilizing HRIS;
- Providing assistance with HRIS network maintenance by adding or deleting users and retaining system security;
- Troubleshooting user technical problems and providing training.

B. Minimum Mandatory Qualifications

All Human Resources Information System Specialists shall possess, as a minimum:

1. Thirty-six (36) months of demonstrated experience, within the last six (6) years, directly related to Human Resources activities.
2. Twenty-four (24) months of demonstrated experience, within the last sixty (60) months, directly related to human resources information systems (HRIS).

Stream 2: Organizational Management

2.1 Business Architect Consultant

A. Required Services

The required services may include, but are not limited to the following:

- Establishing the set of policies and rules governing the organization's actual and planned arrangements of computers, data, human resources, communication facilities, software and management responsibilities.
- Conducting an assessment of the project's business architecture, process and performances;
- Recommendation changes to improve operational performance;
- Ensuring consistency and integration with the organization's and government architectures and business strategies;
- Evaluating the feasibility of the architecture and technologies related to a business change;
- Identify risks associated with the architecture and technologies and recommending risk mitigation;
- Advising Senior Management on trends and emerging technologies and their impact on the organization's and government architectures and business strategies;
- Recommending alternative solutions, methodologies and strategies;
- Assisting in the prioritization and assignment of architectural improvements;
- Developing and/or implementing architectural improvement plans;
- Managing the development and implementation of an architectural improvement plan;
- Coaching, mentoring and training the organization to perform any of the above.

B. Minimum Mandatory Qualifications

All Business Architect Consultants shall possess, as a minimum:

1. An undergraduate degree in any field from a recognized university or a college diploma in administration.

2. Forty-eight (48) months of demonstrated management experience within the last eight (8) years.
3. Twenty-four (24) months of demonstrated experience, within the last sixty (60) months, in evaluating, recommending and/or implementing business architecture transformation involving both organizational and business process transformations.

2.2 Organizational Design Consultant

A. Required Services

The required services may include, but are not limited to the following:

- o Analyzing business functional requirements to identify information, procedures and decision flows;
- o Reviewing existing work processes and organizational structure to determine their efficiency and effectiveness;
- o Providing expert advice in developing and integrating new organizational models to eliminate information and process redundancies;
- o Identifying and recommending new organizational structures;
- o Identifying organization for redesign; prototyping potential solutions, providing tradeoff information and suggesting a recommended course of action.
- o Providing expert advice on and/or assisting in implementing organizational changes;
- o Planning, developing and organizing the policies and procedures of these establishments;
- o Identifying the required modifications to the automated processes;
- o Documenting workflow;
- o Providing expert advice in defining new requirements and opportunities for applying efficient and effective solutions; identifying and providing preliminary costs of potential options.

B. Minimum Mandatory Qualifications

All Organizational Design Consultants shall possess, as a minimum:

1. An undergraduate degree in any field from a recognized university or a college diploma in administration.
2. Thirty-six (36) months of demonstrated management experience within the last six (6) years.
3. Twenty-four (24) months of demonstrated experience, within the last sixty (60) months, in evaluating, recommending and/or implementing organizational transformations.

2.3 Business Process Transformation Consultant

A. Required Services

The required services may include, but are not limited to the following:

- o Reviewing existing work processes and organizational structure;
- o Analyzing business functional requirements to identify information, procedures and decision flows;
- o Providing expert advice on key initiatives that enable the organization to deploy high-impact business processes that are focused, accountable and measurable;
- o Identifying candidate processes for redesign; prototyping potential solutions, providing tradeoff information and suggesting a recommended course of action.
- o Providing expert advice in defining new requirements and opportunities for applying efficient and effective solutions; identifying and providing preliminary costs of potential options;
- o Providing expert advice in developing and integrating process and information models between processes to eliminate information and process redundancies;
- o Identifying and recommending new processes;
- o Providing expert advice on and/or assisting in implementing new processes;
- o Identifying the required modifications to the automated processes;
- o Documenting workflow;
- o Using business, workflow and organizational software tools.

B. Minimum Mandatory Qualifications

All Business Process Transformation Consultants shall possess, as a minimum:

1. An undergraduate degree in any field from a recognized university or a college diploma in administration.
2. Thirty-six (36) months of demonstrated management experience within the last six (6) years.

3. Twenty-four (24) months of demonstrated experience, within the last sixty (60) months, in evaluating, recommending and/or implementing business process transformations.

2.4 Organizational Assessment Consultant

A. Required Services

The required services may include, but are not limited to the following:

- Assessing the organization's capacity/capability to undertake and successfully deliver a project, an initiative or a change in the context of the overall program or portfolio program or portfolio priorities;
- Advising Senior Management on a range of issues affecting the organization's ability to achieve the project's business objectives;
- Identifying opportunities for organizational improvement;
- Assisting in the prioritization and assignment of organizational improvements;
- Developing and/or implementing an organizational improvement plan;
- Managing the implementation of an organizational improvement plan to identify, analyze, plan, track and control organizational improvements on a continuous basis for the project;
- Coaching, mentoring and training the organization to perform any of the above.

B. Minimum Mandatory Qualifications

All Organizational Assessment Consultants shall possess, as a minimum:

1. An undergraduate degree in any field from a recognized university or a college diploma in administration.
2. Thirty-six (36) months of demonstrated management experience within the last six (6) years.
3. Twelve (12) months of demonstrated experience, within the last thirty-six (36) months, assessing organizational capability to undertake a project, an initiative or a change.

2.5 Scenario Planning Consultant

A. Required Services

The required services may include, but are not limited to the following:

- Using a multidisciplinary approach, getting the participants to "think outside their particular box" and to learn about the convergence of the key trends that they will be most powerfully influenced by and must prepare for;
- Providing the research necessary to identify and monitor key trends, wildcard factors, predetermined events and critical uncertainties; Identifying trends and events likely to influence the future of the organization using systems thinking and creativity;
- Exploring the cross-impact of the various trends or factors on any particular organization;
- Inventing scenarios to develop "all-weather" robust strategies.

B. Minimum Mandatory Qualifications

All Scenario Planning Consultants shall possess, as a minimum:

1. Thirty-six (36) months of demonstrated management experience within the last six (6) years.
2. Twelve (12) months of demonstrated experience, within the last thirty-six (36) months, in identifying trends and events potentially impacting of an organization and developing scenarios for the development of strategies.

2.6 Group Facilitator

A. Required Services

The required services may include, but are not limited to the following:

- Group Problem Solving and Decision Making;
- Strategic Planning;
- Team Building;
- Participatory Planning;
- Idea Generation/Experiential Learning;
- Large Group Facilitation;
- Training, Mentoring and Coaching;
- Leadership Training;
- Electronic Meeting Support;
- Focus Groups/Discussion Moderation;
- Group Process Consultation;
- Information Systems Development

B. Minimum Mandatory Qualifications

All Group Facilitators shall possess, as a minimum:

1. Certification as a facilitator from a facilitator association (such as the International Association of Facilitators) or a professional development association (such as the Ontario Society for Training and Development) -and- twenty-four (24) months of demonstrated experience, within the last sixty (60) months, as a dedicated facilitator.
- OR-**
2. Successful completion of any formal training exclusively in facilitation (from the government, Industry or any educational institution) -and- thirty-six (36) months of demonstrated experience, within the last six (6) years, as a dedicated facilitator.

2.7 Virtual Workplace Consultant

A. Required Services

The required services may include, but are not limited to the following:

- dealing with and providing expert advice on and/or participating in establishing a virtual office environment where networks of people engage in work, but are not bound by the traditional limitations of time and space (i.e. work in the same place and keep standard business hours);
- participating and/or providing expert advice on:
 - The development of guidelines for determining which jobs and what types of employees are best suited to virtual workplace;
 - The review and development of orientation programs for new employees, suitable to the virtual environment;
 - The use of research tools to find out what an employee needs to be productive;
 - The development of equipment, software and applications standards for telecommuting employees;
 - The establishment of training and mentoring programs for employees to be comfortable with on-line tools for their jobs;
 - The development of telecommuting policies for who pays for what (employee/organization): computers, phone lines, equipment, furniture;

- The development of skill training for managers who will be managing remote employees;
 - The establishment and management of virtual teams- a collaborate workforce;
 - How to manage a "blended workplace" that is a combination of regular, contract and temporary employees;
 - Employee empowerment;
 - How to facilitate virtual workforce social interaction.
- Supporting the organization's community by:
 - Providing expert advice on and/or participating in the establishment of electronic means for time off reporting, expenses reports, routine administrative matters;
 - Making Human Resources policies/information available on-line;
 - Providing employees self service for as many Human Resources transactions as possible;
 - Providing expert advice on and/or participating in the development of new programs for employees to retain career mobility.

B. Minimum Mandatory Qualifications

All Virtual Workplace Consultants shall possess, as a minimum:

1. Thirty-six (36) months of demonstrated management experience within the last six (6) years.
2. Twenty-four (24) months of demonstrated experience, within the last sixty (60) months, in the planning and/or implementation of virtual workplaces.

2.8 Knowledge Management Consultant

A. Required Services

The required services will include, but are not limited to the following:

- Demonstrating the value added by Knowledge Management to the business proposition, including the return on investment, performance measures, and the ability to develop a business case;
- Developing strategies and processes to transfer explicit and tacit knowledge across time, space and organizational boundaries, including retrieval of critical archived information. This transfer has a spiraling nature, i.e., ideas build on ideas, and old ideas may or may not be of current value;
- Facilitating knowledge creation, sharing and reuse. This includes developing partnerships and alliances, designing creative knowledge spaces, and using incentive structures;
- Facilitating knowledge of learning styles and behaviors, strive for continuous improvement and be actively engaged in exploring new ideas and concepts;
- Develop systems thinking in implementing solutions;
- Designing, developing and sustaining communities of interest and practice;
- Creating, developing and sustaining the flow of knowledge. This includes understanding the breakthrough skills needed to leverage virtual teamwork and the effective use of social networks;
- Performing cultural and ethnographic analyses, developing knowledge taxonomies, facilitate knowledge audits, and performing knowledge mapping and needs assessments;
- Capturing, evaluating and using best-known practices, including the use of storytelling, to transfer these best practices;
- Developing research and implementation strategies for knowledge management, information management, document and records management and data management. This includes project management of knowledge initiatives and retrieval of critical archived information;
- Managing change and complex knowledge initiatives and projects.

B. Minimum Mandatory Qualifications

All Knowledge Management Consultants shall possess, as a minimum:

1. An undergraduate degree in any field from a recognized university.
2. Twenty-four (24) months of demonstrated experience, within the last sixty (60) months, directly related to knowledge management, including current techniques and tools.

Stream 3: Project Management

3.1 Project Manager

A. Required Services

The required services will usually be related to one or many of the following knowledge areas:

- Project Integration Management
- Project Scope Management
- Project Time Management
- Project Cost Management
- Project Quality Management
- Project Human Resource Management
- Project Communications Management
- Project Risk Management
- Project Procurement Management

The required services will include, but are not limited to the following:

- Planning and coordinating project management activities including financial, planning and contracting aspects;
- Planning and organizing a project management office;
- Giving briefings on progress and concerns of project;
- Coordinating and preparing documentation in response to scheduled and unscheduled reports, returns and observations to update management on project progress;
- Planning and coordinating the activities of project personnel, internal customers, contractors and other support providers;
- Preparing formal Statement of Work, work breakdown structure and compliance charts;
- Producing draft plans and sections for incorporation into the Project Implementation Plan or Request for Proposal;
- Preparing draft evaluation plans, criteria and evaluation schedules;
- Developing, planning, analyzing, evaluating and prioritizing deliverables and requirements.

B. Minimum Mandatory Qualifications

All Project Managers shall possess, as a minimum:

1. An undergraduate degree in any field from a recognized university -and- twenty-four (24) months of demonstrated project management experience, within the last sixty (60) months, in one or many of the knowledge areas described in A. above
-OR-
 having successfully completed the equivalent of six months of full time Project Management Training at a provincially accredited Project Management Training Institution or evidence of Project Management Institute accreditation -and- twelve (12) months of demonstrated project management experience, within the last thirty-six (36) months, in one or many of the knowledge areas described in A. above.

3.2 Project Assistant

A. Required Services

The required services will include, but are not limited to the following:

- Assisting the project team in all management activities;
- Coordinating project management activities including financial, planning and contracting aspects;
- Providing assistance in the creation of a project management office;
- Giving briefings on progress and concerns of project;

- Preparing and coordinating documentation in response to scheduled and unscheduled reports, returns and observations to update management of project progress;
- Coordinating the activities of project personnel, internal customers, contractors and other support providers;
- Assisting in the preparation of formal Statement of Work, work breakdown structure and compliance charts;
- Assisting in the production of draft plans and sections for incorporation into the Project Implementation Plan or Request for Proposal;
- Assisting in the preparation of draft evaluation plans, criteria and evaluation schedules;
- Assisting in the development, planning, analysis, evaluation and prioritization of deliverables and requirements.

B. Minimum Mandatory Qualifications

All Project Assistants shall possess, as a minimum:

1. Twelve (12) months of demonstrated experience, within the last thirty-six (36) months, directly providing project management support services.

3.3 Financial Analyst

A. Required Services

The required services will include, but are not limited to the following:

- Evaluating financial procedures;
- Conducting cost benefit analysis and life cycle costing;
- Developing business plans;
- Developing models to carry out cost analysis of the resources required to perform specific inspections related to a project;
- Performing risk analysis;
- Determining the resources required for implementation of projects such as acquisition costs, operation and maintenance costs and both recurring and non-recurring costs; and
- Assisting in developing costs for specific activities such as: direct project costs, project support overhead, corporate and administrative (C&A) overhead, costs of products and services, and other related costs.

B. Minimum Mandatory Qualifications

All Financial Analysts shall possess, as a minimum:

1. An undergraduate degree from a recognized university in administration, finance or other related degree.
2. Thirty-six (36) months of demonstrated experience, within the last six (6) years, in financial analysis.

3.4 Procurement Specialist

A. Required Services

The required services will include, but are not limited to the following:

- Carrying out the planning and documentation connected with purchasing and ordering in accordance with Treasury Board guidelines and Government regulations;
- Assessing requirements and assisting in the development of specification for equipment, materials and suppliers to be purchased.
- Providing financial data and assisting with the preparation of synopsis sheets or other documents intended to obtain Governmental or Departmental spending approval;
- Preparing and presenting cash forecasts;
- Preparing and amending procurement instruments;
- Preparing life-cycle contract cost estimates;
- Assisting with the drafting, amending or vetting of procurement instruments;
- Preparing support cost option analyses;
- Monitoring contract activities and liaising with contractors;
- Preparing supply requisition and acquisition documents;

- Maintaining financial data.

B. Minimum Mandatory Qualifications

All Procurement Specialists shall possess, as a minimum:

1. An undergraduate degree in any field from a recognized university -and- twenty-four (24) months of demonstrated experience in procurement activities within the last sixty (60) months;
 - OR -
 - graduation from a provincially recognized college program in procurement, finance, economics, commerce, accounting or materiel management (or in possession of such a certificate from a provincial licensing body) -and- a thirty-six (36) months of demonstrated experience in procurement activities within the last six (6) years;
 - OR -
 - secondary school diploma -and- sixty (60) months of demonstrated experience, within the last ten (10) years, in procurement activities.
2. A minimum of twenty-four (24) months of the required experience as per B 1. before must have been directly related to the federal government, either as a Contractor personnel (through extensive experience dealing with the federal government), as a public servant or as a military. This experience shall have allowed the candidate to gain knowledge and understanding of federal government contracting policies.

3.5 Technical Writer

A. Required Services

The required services will include, but are not limited to the following:

- Planning, researching and writing books, scripts, plays, essays, speeches, manuals, specifications and other non-journalistic articles;
- Analyzing material, such as specifications, notes and drawings, and writing manuals, user guides and other documents to explain clearly and concisely the installation, operation and maintenance of electronic, mechanical and other equipment;
- Modifying, validating and compiling technical documents such as technical publications in general, specifications, performance test sheets, equipment and system data lists and drawings;
- Assisting and participating in physical and functional configuration audits of systems and equipment;
- Reviewing documents, drawings and associated data for conformance to established standards.

B. Minimum Mandatory Qualifications

All Technical Writers shall possess, as a minimum:

1. A secondary school diploma.
2. Twenty-four (24) months of demonstrated experience, within the last sixty (60) months, writing and formatting technical documents through the use of computers.

Notes:

- The mandatory qualifications described in this document are the minimum qualifications that an individual must meet in order to be allowed to provide any support services under an occupational category.
- Mandatory qualifications in excess of these minimum mandatory qualifications may be required for specific requirements.
- **All university degrees (college diplomas) referred to in this annex must be a Canadian university degree (a Canadian college diploma) or the equivalent, as determined by Canada or a provincially-mandated evaluation services.**

ANNEX "B" TO PART 3 MAXIMUM PER DIEM RATES SCHEDULE

FY 2007-2008: from 01 April 2007 to 31 March 2008

FY 2008-2009: from 01 April 2008 to 31 March 2009

FY 2009/2010: from 01 April 2009 to 31 March 2010

Maximum per diem rates must be in Canadian dollars (GST/HST extra).

OCCUPATIONAL CATEGORIES	FY 2007/2008 \$	FY 2008/2009 \$	FY 2009/2010 \$
HUMAN RESOURCES MANAGEMENT			
HUMAN RESOURCES POLICIES SPECIALIST			
HUMAN RESOURCES CONSULTANT			
HUMAN RESOURCES DISABILITY AND EQUITY ADVISOR			
EMPLOYEE RELATIONS ADVISOR			
HUMAN RESOURCES ASSISTANT			
TRAINING AND DEVELOPMENT SPECIALIST			
COURSEWARE DEVELOPER			
INSTRUCTOR			
BENEFITS CONSULTANT			
COMPENSATION ANALYST			
EMPLOYMENT MANAGER			
EMPLOYMENT INTERVIEWER			
WORK DESCRIPTION WRITER			
HUMAN RESOURCES INFORMATION SYSTEM SPECIALIST			
ORGANIZATIONAL MANAGEMENT CONSULTANTS			
BUSINESS ARCHITECT CONSULTANT			
ORGANIZATIONAL DESIGN CONSULTANT			
BUSINESS PROCESS TRANSFORMATION CONSULTANT			
ORGANIZATIONAL ASSESSMENT CONSULTANT			
SCENARIO PLANNING CONSULTANT			
GROUP FACILITATOR			
VIRTUAL WORKPLACE CONSULTANT			
KNOWLEDGE MANAGEMENT CONSULTANT			
PROJECT MANAGEMENT			
PROJECT MANAGER			
PROJECT ASSISTANT			
FINANCIAL ANALYST			
PROCUREMENT SPECIALIST			
TECHNICAL WRITER			

ANNEX "C" TO PART 3 FIRM PROFILE

1. Complete legal name and business address of the Supplier (mandatory):

Telephone No.() _____

Fax No. () _____

E-Mail Address: _____

Web Site Address: _____

2. Supplier's designated single point of contact for all SA issue (mandatory):

Name: _____

Title: _____

Address: : _____

Telephone No.() _____

Fax No. () _____

E-Mail Address: _____

3. Supplier's Procurement Business Number (PBN)(mandatory): _____

3.1 As a potential supplier to the Government of Canada an important feature is the Procurement Business Number (PBN) created using the Canada Revenue Agency

Business Number to uniquely identify a company and its branches, divisions, or offices, where appropriate.

- 3.2 All Canadian companies are required to have a PBN prior to the receipt of any Supply Arrangement as a result of this RFSA. Non-Canadian companies are strongly encouraged to obtain a PBN.
- 3.3 Companies may register for a PBN in the Supplier Registration Information (SRI) Service on line at the Business Access Canada Internet site at: <http://contractscanada.gc.ca>. In order for companies to be sourced by government buyers, they must complete the registration process and activate their account in the SRI service.
- 3.4 For non-Internet registration, please contact the Business Access Canada at 1-800-811-1148 , to obtain the telephone number of the Supplier Registration Agent nearest you.

No SA can be awarded to a Canadian Supplier until a valid PBN is provided to the PWGSC.

4. **Supplier's self-description (optional)**
 - 4.1 Suppliers are given the opportunity to describe, as they feel appropriate, such subjects as their organization, their main fields of expertise, their previous realization, etc. It is not mandatory to provide this self-description.
 - 4.2 This description should not exceed 250 words. It is requested that one paper copy of this description be attached to this Annex "C".
 - 4.3 The Supplier understands and accepts that this self-description, as well as the web site address in 1. above, may be provided to potential end-users for information purposes.

ANNEX “D” TO PART 3 MANDATORY CERTIFICATIONS

Suppliers must fully and properly complete, sign and submit each of the following certifications.

A. EDUCATION AND EXPERIENCE

The Supplier hereby certifies that all the information provided in the CV and supporting material submitted with its bid, particularly as this information pertains to education achievements, experience and work history, has been verified by the Supplier to be true and accurate. Furthermore, the Supplier warrants that the individuals proposed by the Supplier for the requirement are capable of satisfactorily performing the Work described herein.

Should a verification by the Minister disclose untrue statements, the Minister will have the right to cancel any Supply Arrangements and, pursuant to the default provisions of any resulting contract, terminate any such contract for default.

B. Acceptance of RFSA terms and conditions

B.1 The Supplier confirms its agreement to and unconditional acceptance of all the articles, terms and conditions contained or referenced in this refresh RFSA.

All Suppliers to sign, provide name, title, and date:

(Signature)

(Name and Title)

(Date)

**ANNEX “E” TO PART 3
MANDATORY CERTIFICATION “CERTIFICATION
REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR
ABORIGINAL BUSINESS”**

All Suppliers attempting to obtain an Aboriginal SA must properly and fully complete, sign and submit the following certification.

Failure to do so will result in the bid being declared NON-COMPLIANT for the Aboriginal SA only.

Certification Requirements for the Set-Aside Program for Aboriginal Business

1. I, _____ (*Name of duly authorized representative of business*) hereby certify that _____ (*Name of business*) meets, and shall continue to meet throughout the duration of the Aboriginal SA, the requirements for this program as set out in the Annex “E” to Part 2 entitled "Requirements for the Set-Aside Program for Aboriginal Business", which document I have read and understand.

2. The aforementioned business agrees to ensure that any subcontractor it engages with respect to any contract awarded under any resulting Aboriginal SA must, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business."

3. The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.

PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW

2. The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, cooperative, partnership or not-for-profit organization,

OR

- The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business.

3. The Aboriginal business or businesses have:
 fewer than six full-time employees

OR

[] six or more full-time employees

4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence must be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.

5. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of any contract awarded pursuant to the Aboriginal SA. In the event that a contract is terminated because of an untrue statement or noncompliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada must, upon the request of Canada, be borne by the aforementioned business.

All Suppliers attempting to qualify under the Aboriginal SA to sign, provide name, title, and date:

(Signature)

(Name and Title)

(Date)

PART 4

MODEL SUPPLY ARRANGEMENT

The clauses contained in this model supply arrangement are intended to form the basis of any SA resulting from this solicitation. Except where specifically set out in this model SA, acceptance by Suppliers of all the clauses is a mandatory requirement of this solicitation. No modification or other terms and conditions included in a bid will be applicable to the resulting SA or any solicitation issued under it.

Suppliers with concerns regarding this model SA should raise such concerns in accordance with the enquiries provisions of this solicitation.

This model SA does not include complete terms and conditions of potential solicitations or the resulting contract terms. The evaluation criteria, selection methodologies and resulting contract terms will be customized to meet the authorized clients' needs and as a result, will not be necessarily identical to those set out in this document. The complete terms and conditions will be known and released at the time an RFP is published or in a sole source contract.

IMPORTANT NOTE FOR CURRENT SUPPLY ARRANGEMENT HOLDERS: The terms and conditions contained in previously issued ISS Supply Arrangements will be superseded and replaced by the terms and conditions contained herein. This will be evidenced, for administrative purposes, through an amendment to existing SAs.

A. Definitions

A.1 The following definitions apply in this document unless the context otherwise requires:

<u>“Amendment”</u> :	means any written addition or alteration to this SA and to any subsequent contract issued under the SA framework.
<u>“Authorized Client”</u> :	refers to any government department or agency that will be authorized by PWGSC to directly issue Contracts under the SAs.
<u>“Bidder”</u> :	A SA Holder submitting a proposal in response to a RFP issued by PWGSC or an Authorized Client.
<u>“Client Department”</u> :	refers to all Federal Government of Canada Departments, agencies and institutions.

<u>“Contract”</u> :	refers to legally binding contracts for the purchase of services that fall within the scope of this Supply Arrangement.
<u>“Contractor”</u> :	means a SA Holder that has been awarded a contract under the SA.
<u>“Deliverable”</u> :	means anything that the Contractor is required by the terms of the Contract to deliver to Canada.
<u>“Proposal”</u> :	A proposal submitted by a SA Holder in accordance with the clauses, terms and conditions of a SA in response to a Request for Proposal issued by PWGSC or an Authorized Client for services falling within the scope of this SA.
<u>“Request for Proposal”</u> :	A Request for Proposal (RFP) is a solicitation issued by PWGSC and an Authorized Client to a SA Holder in accordance with the clauses, terms and conditions of this SA.
<u>“Supply Arrangement”</u> :	A Supply Arrangement (SA) is an agreement between a qualified Supplier and Canada, as represented by Public Works and Government Services Canada. A SA is not a contract for the provision of services and neither party is legally bound as a result of signing the SA. The intent of the SA is to establish a procurement framework with the SA holder to permit the expeditious processing of legally binding contracts for the purchase of services that will be specified in individual solicitations falling within the scope of this SA. No obligation to perform any work arises from the issuance of a SA.

B. Supply Arrangement

- B.1 This SA results from the qualification of the Supplier to provide services in the attached occupational categories.
- B.2 It is agreed that:
1. issuance of this SA does not oblige Canada to authorize or contract for all or any of the designated services, or to spend any monies whatsoever;
 2. Canada’s liability under this SA must be limited to that which arises from Contracts awarded under this SA;

3. Canada reserves the right to issue RFPs to all or any number of SA Holders in accordance with the terms set out in this SA.

C. Period of the Supply Arrangement

C.1 The period of this Supply Arrangement (SA) will be from the date of issuance of the original Supply Arrangement to **March 31, 2008**.

C.2 The SA may be extended for up to two (2) additional twelve (12) month periods under the same terms and conditions of the SA. Canada may exercise this option by sending a written notice to all Supply Arrangement Holders and by posting a notice on Merx within 10 calendar days prior to the SA expiry date. The option will be exercised by the PWGSC Supply Arrangement Authority, and the extension of the SA period will be evidenced, for administrative purposes, through a formal SA amendment.

C.3 Canada may, by notice in writing to all Supply Arrangement Holders and by posting on Merx, cancel this SA or occupational categories or work stream(s) before the SA expiry date by giving all Supply Arrangement Holders at least 10 calendar days notice of the cancellation.

D. Sourcing levels under the SA

D.1 Under the SA, requirements can either be competed or sole-sourced.

D.2 Sole-Sourced Requirements.

Although competitive procurement will be the norm for most requirements, sole-source may be allowed in the following situations:

A. Requirements estimated at less than \$25,000.00, including GST/HST and subsequent amendments.

An Authorized Client may issue a sole-sourced contract to a SA Holder, without soliciting competitive bids, providing that the Contract including any subsequent amendment(s) is valued at \$25,000.00 or less (GST/HST included);

B. Requirements estimated above \$25,000.00 (including GST/HST) and meeting the Federal Government Contracts Regulations (GCRs) for not using a competitive process.

An Authorized Client may issue a sole-sourced contract to a SA Holder, without soliciting competitive bids, providing the Authorized Client has sole-source justification which complies with the conditions of Contract entry of the Government Contract Regulations and Canada's commitment under each applicable Trade Agreement(s). The subsequent total aggregate Contract amendment value of each Contract awarded pursuant

to this paragraph must not exceed 50% of the value of the originally issued Contract (GST/HST included).

To issue a sole-source contract, the Authorized Client must have the prior approval of the PWGSC SA Authority by providing him/her with copies of the sole-source justification and the Statement of Work. If approval is not granted, the Authorized Client must source the requirement using the competitive process described in D.3 below.

D.3 Competed Requirements

D.3.1 Requirements estimated under \$2,000,000.00 (including GST/HST)

An Authorized Client may, if within **its own contracting authority as delegated by Treasury Board**, issue a contract to a SA Holder up to a value of \$2,000,000.00 (GST/HST included), **providing the requirement has been competed amongst all the SA Holders for the occupational categories or service stream in which the services are required.** The subsequent total aggregate Contract amendment value of each Contract awarded pursuant to this paragraph must not exceed 50% of the original value of the issued Contract or \$1,000,000.00 (GST/HST included), whichever is lower;

Authorized Clients with requirements estimated in excess of its own contracting authority as delegated by Treasury Board must have the requirements procured through PWGSC.

E. Supply Arrangement Reporting

The Supplier must compile and maintain records on the provision of services to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases ordered or paid for. The data must be aggregated and submitted on a quarterly basis to the Public Works and Government Services Canada (PWGSC) SA Authority responsible for the Supply Arrangement. The reported data must include the data shown below.

Supply Arrangement (SA)		SA Number		Start Date DD/MM/YYYY	
Total Value to Date		Total Value for Reporting Period		Start Date of Reporting Period	End Date of Reporting Period
Department Requesting / Identified User	Resulting Contract Number	Short Description of Service	Date of Contract	Delivery / End Date	Total Value of Contract (not including GST)
(add additional lines, as necessary)					

Quarterly periods within each fiscal year are defined as follows:

- 1st quarter: April 1, to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The reporting cut-off date for each quarter is the last Friday of the third calendar month of the quarter. Goods, services or both provided in the period after that day must be included in the next quarter's report. Electronic reports must be completed and forwarded to the PWGSC contracting authority by the fifth working day following the official cut-off date for the quarter reported.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror/Supplier must still provide a "NIL" report.

Failure to provide fully completed quarterly reports in accordance with the above instructions may result in the setting aside of the Standing Offer / Supply Arrangement and the application of a vendor performance corrective measure.

F. Withdrawal from the Supply Arrangement

- F.1 In the event that the SA Holder wishes to withdraw from this SA in entirety or from any specific category, the SA Holder must advise the PWGSC SA Authority. After receipt of such notice, the PWGSC SA Authority will remove the SA Holder from the SA Holders list and consider the SA arrangement no longer valid. The SA Holder acknowledges that its withdrawal from the SA Holders list and SA will not affect any Contracts entered into prior to the receipt by the PWGSC SA Authority of such notice.

G Suspension and Cancellation of SA by Canada

- G.1 Where the SA Holder no longer meets any of the individual requirements for qualification, Canada may at its option:
- (i) suspend the SA in its entirety until the SA Holder has demonstrated that it meets the requirements in respect of which it has been found deficient, during which time the SA Holder will not be eligible for solicitations issued under the SA framework
 - (ii) suspend the SA Holder's qualification under specific categories of this SA until the SA Holder has demonstrated that it meets the requirements in respect of which it has been found deficient during which time the SA Holder will not be eligible for solicitations issued under the SA framework for those categories

- (iii) cancel the SA in its entirety, in which case the SA Holder may submit a new application for qualification after a period of at least 6 months following cancellation; or
- (iv) cancel the SA Holders qualification under specific categories of this SA, in which case the SA Holder may submit a new application for qualification for those categories after a period of at least 6 months following cancellation;

G.2 Conditions which may result in Canada canceling or suspending the SA include:

- 1 *Documented history of chronic poor contract performance.*
The PWGSC SA Authority will meet with the contractor within thirty (30) days after reported instances of poor service performance. If, after meeting with the contractor, the situation is not improved within the next thirty (30) days, the SA Holder may be withdrawn from the SA Holders list and Canada may cancel the SA;
- 2 *Documented history of chronic late contract performance.*
The PWGSC SA Authority will meet with the contractor within thirty (30) days after reported instances of late contract performance. If, after meeting with the contractor the performance is not improved within the next thirty (30) days, the SA Holder may be withdrawn from the SA Holders list and Canada may cancel the SA; or,
- 3 *Documented history of chronic violation of any of the specific terms and conditions detailed in this SA.*
The PWGSC SA Authority will meet with the Contractor within thirty (30) days after reported instances of any such violation. If, after meeting with the Contractor, the situation is not improved within thirty (30) days, the SA Holder may be withdrawn from the SA Holders list and Canada may cancel the SA.

G.3 Cancellation of the SA, for whatever reason, does not remove the right of the PWGSC SA Authority or the Authorized Client to pursue other measures that may be available.

G.4 Canada may, by giving 30 days written notice to SA holders, withdraw the SA Holder from the list and remove authorization from the Authorized Clients to use SA if streams or categories are not being used for a twelve-month period.

H. Notices

H.1 Any notice or other communication required or permitted to be given pursuant to this SA or any resulting contract, will be in writing.

I. Public Notices

I.1 No press releases or other public announcements concerning this SA and any contracts awarded pursuant to it will be made by a SA Holder or Contractor, without the prior

written consent of the PWGSC SA Authority. Such consent will not be unreasonably withheld.

J. Official Languages

J.1 Bidders submitting proposals in response to any subsequent RFPs issued under this SA may do so in either Official Language according to the Official Languages Act and Regulations.

Some requirements may require bilingual resources. When the situation arises, SA Holders will be requested to certify, before the contract is awarded, the ability of the personnel to work in both or either official language (English and French)

K. Management of Supply Arrangement Holders list and Supply Arrangements

K.1 The PWGSC SA Authority is the sole authority on behalf of Canada and the Minister for the administration and management of this SA.

K.2 The PWGSC SA Authority will act as the overall maintainer of the SA Holders list and will be responsible for ensuring the administration of all SAs. The PWGSC SA Authority's specific duties will include but not be limited to:

- 1 working with the Authorized Client and SA Holders to monitor and adjust SAs to reflect the most current requirements and to resolve any issues that may arise;
- 2 communicating to the Authorized Client and to the SA Holders the overall process through which the services are acquired;
- 3 supporting the Authorized Client and SA Holders in the use of the SA.

L. Authorities

L.1 *The SA Holder Authority*

L.1.1 The Supplier has designated the following representative as the central point of contact for all matters pertaining to this SA:

To be included at time of issuance of the Supply Arrangement.

L.1.2 It is the SA Holders full responsibility to ensure that the information related to the SA Holder Authority is correct and to inform the PWGSC SA Authority of any change to it.

L.2 *PWGSC SA Authority*

L.2.1 The PWGSC SA Authority for the SA is:

Professional Services Procurement Directorate
Services and Technology Acquisitions Management Sector
Acquisitions Branch

Public Works and Government Services Canada
Place du Portage, Phase III, 10C1
11 Laurier Street
Gatineau, Quebec, K1A 0S5

Attention: Daniel Marion, Supply Specialist

Telephone: (819) 956- 6386

Fax: (819) 956-2675

e-mail: daniel.marion@pwgsc.gc.ca

L.2.2. The PWGSC SA Authority identified above is responsible for all matters pertaining to the administration of this SA by Canada which include: authorization of any changes to this SA, interpretation of the provisions of this SA as they apply to contracts, the issuance of all notices that relate to this SA and other related duties pertaining to this SA.

M. Supply Arrangement Refresh

M.1 A Request for Supply Arrangement refresh (refresh RFSA) will be posted on MERX by PWGSC usually once a year.

M.2 The refresh RFSA will :

- allow new interested suppliers to qualify under one or more service streams or occupational categories and become SA Holders;
- allow SA Holders to qualify in one or more service streams or occupational categories they had not qualified under previously;
- modify, when required, the standard terms and conditions of all Supply Arrangements;
- add, remove or modify the service streams and associated occupational categories, and their respective minimum mandatory qualifications;
- request maximum per diem rates for additional fiscal year(s), if applicable; and
- allow SA Holders to renew their maximum per diem rates for specific fiscal year(s) (only when determined as required by Canada).

M.3 For some or all refreshes, it will be mandatory for SA Holders to submit a proposal in response to specific elements of the refresh RFSA (such as when some terms and conditions have been modified or when maximum per diem rates for additional fiscal year(s) are required). At that time, the obligation of the SA Holders will be limited to submit a proposal covering these specific elements; SA Holders will not be required to re-qualify technically for any of the existing occupational categories and service streams for which they have been issued an SA.

N. Changes to the Supply Arrangement

From time to time, PWGSC may also change the terms and conditions of the Supply Arrangement. Any such change will not affect existing contracts in place prior to the day of the change. Notification to suppliers of such changes will be given to suppliers. Should an SA holder not be in agreement with such modifications, and no longer wishes to be considered for requirement issued under the Supply Arrangement framework as a result of the changes, the SA Holder will notify the Supply Arrangement Authority and this SA Holder will not longer be on the list of qualified suppliers.

O. Security Requirements

- O.1 Various requirements procured under the Supply Arrangement may contain security requirements. These security requirements will be fully defined in the RFP and the resulting contract. It is the SA Holders sole responsibility to obtain the necessary security clearances described in any RFP and resulting contract.
- O.2 Generic Security Requirement Check Lists (SRCLs) meeting most security requirements that may be required have been attached to this Supply Arrangement (see Appendix 1 to Part 6) and may be referred to, as required, in the RFPs and contracts.
- O.3 These generic SRCLs may not meet the needs of some requirements; and therefore a unique SRCL will then be attached to the RFP in order to fully describe the security requirements. Suppliers should note that the length of time to obtain security clearance may be extensive and is contingent upon the specific clearance level required. Suppliers are solely responsive for obtaining such clearances.

P CERTIFICATIONS

1. Compliance with the certifications provided by the Supplier is a condition of this Supply Arrangement and is subject to verification by Canada during the entire period of the SA. In the event that the Supplier does not comply with any certification or that it is determined that any certification made by the Supplier in its bid is untrue, whether made knowingly or unknowingly, Canada will have the right to cancel the SA.

2. This SA is not assignable or transferable. The SA Holder must not assign in whole or in part this SA.

PART 5 BIDDING PROCESS UNDER STAGE 2 OF THE SUPPLY ARRANGEMENT

A. General

- A.1 Under this SA, Authorized Clients will be allowed to issue individual solicitations to SA Holders and will be based on the requirements of the Authorized Clients for whom the work will be performed. Each solicitation will identify the service stream and occupation category (ies) relevant to the requirement.
- A.2 In some circumstances, an Authorized Client may have a service requirement that falls under one of the service streams but for which none of the generic occupational categories are applicable. In those instances, Canada reserves the right to create a unique occupational category that will be valid only for the RFP covering this requirement. Canada will clearly define the unique occupational category, the service stream covering it as well as the related mandatory qualifications. All SA Holders qualified under the service stream related to this unique occupational category will be considered eligible to compete for that requirement. No maximum per diem rates will apply to that unique occupational category.

B. Eligibility to bid: RFPs that identify occupational category(ies).

- B.1 For RFPs identifying the required occupational category(ies), all SA Holders with ceiling per diem rates for the required group of occupational categories will be eligible to compete.
- B.2 The group of occupational categories can consist of one, many or all occupational categories covered by the RFP.

If an RFP requires the Bidder to submit a proposal for all the occupational categories required by the client, the SA Holder will not be eligible to compete under that RFP if they are not qualified in all occupational categories.

If the RFP divides the required occupational categories in two groups as follow:

Group 1: financial analyst and project manager

Group 2: courseware developer and instructor,

and allows the Bidders to bid on one or both of these groups, the SA Holder will be eligible to compete for the Group 1 under that RFP (as it is qualified in the two occupational categories forming this group) but not for the Group 2 (as it is not qualified in all occupational categories forming this group).

If the RFP allows the Bidders to submit a proposal for one or any number of the occupational categories required by the client, the SA Holder will be eligible to compete for the financial analyst, project manager and courseware developer occupational categories but not for the instructor occupational category.

C. Eligibility to bid: RFPs that do not identify an occupational category(ies).

C.1 For RFPs not stipulating the required occupational categories, all SA Holders qualified for the required group of service streams will be eligible to compete.

C.2 The group of service streams can consist of one, many or all service streams covered by the RFP.

E.g 1

A SA Holder is qualified for the following service streams only: human resources management and organizational management consultants. .

A client of PWGSC requires a solution that will meet a specific requirement. It is established by Canada that the solution requires services in the following service streams: organizational management consultant, humane resources management and project management

If the RFP requires the Bidders to submit a complete solution covering all the service streams required by the client, the SA Holder will not be eligible to compete for that RFP as it is not qualified in the project management service stream.

If the RFP divides the required solution in two groups of sub-solutions as follow:

Group 1: sub-solution covering organizational management and human resources management

Group 2: sub-solution covering project management .

and allows the Bidders to bid on one or both of these groups, the SA Holder will be eligible to compete for the sub-solution covered by Group 1 under that RFP (as it is qualified in the two service streams forming this group) but not for the sub-solution covered by Group 2 (as it is not qualified in the service stream forming this group).

D. Minimum Instruction to Bidders under each RFP

D.1 Unless otherwise indicated in a specific RFP, the following "Instructions to Bidders" will apply to all RFPs issued under this SA:

1. Standard Instructions - Goods or Services-2003 (2007-05-25) set out in the SACC Manual are incorporated by reference and form part of the solicitation. Submission of a bid constitutes acknowledgment that the Bidder has read and agrees to be bound by such instructions.

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2. In responding to the SA RFP solicitation, Bidders must provide their proposal in at least two (2) separate copies. The first copy must address the technical requirement and the second copy must address only the financial requirement. Bidders' proposals should be clear and concise addressing only the technical and financial requirements of the SA RFP.
 3. It is the responsibility of the Bidder to obtain, from the Contracting Authority identified in the SA RFP, any clarification of the requirement contained in the RFP PRIOR to submitting its bid.
 4. Bids will be evaluated solely on the information provided in each Bidder's submission. Bids not meeting all of the mandatory requirements will be given no further consideration.
 5. Any questions or concerns Bidders may have concerning any aspect of the SA procurement during the solicitation period or the subsequent evaluation period, up to and including the date of Contract award, shall be directed only to the Contracting Authority. Non-compliance with this condition during the above mentioned periods can (for that reason alone) result in disqualification of the Bidder's proposal.
 6. Proposals must clearly identify the personnel proposed and the associated category. Proposed per diem rates or firm prices must be in Canadian dollars;
 - a. The Bidder's per diem rates in response to an RFP and resulting contract(s) must not exceed the ceiling per diem rates identified in **the Bidder's SA**;
 - b. The Bidder's per diem rates in response to an RFP and resulting contract(s) will apply to where the Work is to be performed in Canada as may be specified in the RFP and the resulting contract(s).
 - c. The Bidder's per diem rates in response to an RFP and resulting contract(s) must include all overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services; office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in an RFP and the resulting Contract(s).
 7. The estimated number of person-days/per diems and travel/material laid down costs provided by Canada are to be used for evaluation of Bidder's proposals only and must not be considered as a commitment by Canada to respect those estimates in any resultant Contract.

8. The Bidder must submit résumés of the personnel proposed in sufficient detail to clearly demonstrate that they meet or exceed all of the mandatory requirements identified in the SA RFP. All résumé (s) submitted should follow the "CV" format set out at Appendix 1 to Part 3 of the RFSA solicitation; (*applicable only for requirement where Canada has specified the required occupational categories*)
9. Unless otherwise indicated in the SA RFP, it is not acceptable to combine the experience of two (2) or more individuals in order to meet the qualifications required for a given occupational category. Each individual proposed for a category must meet all the qualifications required in the SOW for that category.

E. Bidding period

E.1 As a minimum, each competed RFP will remain open for the following number of days:

- 1) **Low complexity** (supply of resources only, does not require a work plan or approach and methodology for completing the work, simple evaluation process):
10 calendar days.
- 2) **Medium complexity** (supply of a large team of resources, the SA Holders are invited to propose a solution to a simple problem, requirement or objective):
15 calendar days
- 3) **High complexity** (supply of a large team of resources, the SA Holders are invited to propose a solution to a complex problem, requirement or objectives, detailed proposals are required with complex evaluation): **20 calendar days**

E.2 The above time limits for bidding may be modified by an Authorized Client depending on the urgency and complexity of the requirement.

F. Issuance of the RFP.

F.1 For all competed requirements, the RFP will be made available through the ISS SA Internet site to allow potential bidders to submit a proposal. The ISS SA Internet site is: <http://www.pwgsc.gc.ca/sipss/pspd/iss/index-e.html>.

F.2 It is the sole responsibility of each SA Holder to investigate on a regular basis procurement opportunities made available on the ISS SA Internet site. Although the ISS SA Internet site is the primary medium for all communications on the ISS SA, Canada may at its discretion use other medium, such as the Government Electronic Tendering Services (MERX), to communicate procurement opportunities to SA Holders. Authorized Clients will include a notice that only SA Holders may compete for this requirement.

G. Clarification during the bidding period

- G.1 SA Holders may request written clarification of RFP requirements. Such requests for clarification must be sent to the Contracting Authority through electronic means or through written correspondence by the date indicated in the RFP.
- G.2 The Contracting Authority will answer clarification requests to all SA Holders invited to submit a proposal. As a result of clarification requests, the Contracting Authority will determine if any revisions to SOW requirements or evaluation criteria are required and, if necessary, issue an amendment to the RFP.

H. Proposal submitted in response to a RFP

- H.1 SA Holders invited to submit a proposal must do so at the location and by the date and time indicated in the RFP.
- H.2 The SA Holder's proposal is not intended to duplicate the Statement of Work (SOW), but rather to offer a description of when, where and how the SA Holder proposes to satisfy the requirement, along with the proposed prices for doing so.
- H.3 Failure of a proposal to provide information in sufficient detail and depth to permit evaluation against criteria will render a bid(s) non-compliant. An incomplete proposal will be considered NON-COMPLIANT.
- H.4 If the requirement is directed, price/rate support must be submitted by the SA Holder in conjunction with the proposal. Acceptable price/rate support is one or more of the following:
1. current published price list indicating the percentage discount available to the Government; or
 2. paid invoices or previous contracts for like services (like quality and quantity) sold to other customers; or
 3. price breakdown showing, if applicable, the cost of direct labour, general and administrative overhead, transportation, profit, etc.

I. Evaluation of proposals (required for competed requirements)

- I.1 Canada reserves the right to evaluate individual solicitations issued under the SA framework on the basis of any one of the following:
- a. the lowest cost compliant bid;
 - b. the lowest cost-per-point bid;
 - c. point-rated criteria which considers both technical and price; and
 - d. other evaluation method to be defined in the RFP

J. Contract Award

- J.1 Contracts awarded under the SAs will clearly specify the work to be performed for the full period of performance, including base and option years.

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- J.2 The Contracting Authority will award any resulting Contract in accordance with Part 6 -Resulting Contract Clauses, Terms and Conditions under Stage 2 of the SA, and incorporate the statement of work and the final proposal by reference.
- J.3 The Contract authorizes the SA Holder to proceed based upon the agreed technical requirements, milestones and deliverable schedule, including start and end dates for each milestone or deliverable.
- J.4 The SA Holder must not commence work until an approved Contract has been received from the Contracting Authority. The SA Holder acknowledges that any and all work performed in the absence of the aforementioned Contract will be done at the SA Holder's own risk, and Canada will not be liable for payment therefor, unless or until a Contract is provided by the Contracting Authority.
- K. Debriefs (required for competed requirements only)**
- K.1 At contract award, the Contracting Authority will notify all bidders of the name of the Contractor who has been awarded the contract as well as its total estimated value.
- K.2 If a bidder has questions as to why their proposal was not selected, the bidder may direct written questions to the Contracting Authority. The Contracting Authority will debrief the bidder as to why it was not selected. The debriefing should be provided within a reasonable period of time after award.
- L. Contract Amendments**
- L.1 The estimated total cost authorized for each Contract is not to be exceeded unless and until an increase is authorized by a formal Contract amendment and in accordance with the limits defined herein.
- L.2 No amendment of a Contract will be binding upon the Contractor or Canada unless a formal Contract amendment has been issued by the Contracting Authority in writing. Likewise, Canada shall not be liable for any adjustment to the price of a Contract on account of a change, unless the change is authorized in writing by the Contracting Authority.

PART 6

RESULTING CONTRACT CLAUSES, TERMS AND CONDITIONS UNDER STAGE 2 OF THE SUPPLY ARRANGEMENT

Note: Unless otherwise stated, the following clauses, terms and conditions apply to RFPs or contracts awarded under this SA.

A. Instructions to Contractors

A.1 Standard Instructions and Conditions

A.1.1 Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC).

A.1.2 An electronic version of the Manual is available on the PWGSC Website:
<http://www.pwgsc.gc.ca/sacc/index-e.jsp>.

A.1.2 Terms and Conditions of the Contract

A.1.2.1 Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16,

1. the general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

2. the Conditions set out in part B of the Standard Instructions and Conditions DSS-MAS 9403 (2004-12-10) are hereby incorporated by reference into and form part of this Contract.

A.2 Conditions

A.2.1 General Conditions

General Conditions DSS-MAS 9676 (2006/08/15), General Conditions - Services, with the following modifications, will apply to and form part of this Contract.

DSS-MAS 9676 (2006/08/15), General Conditions - Services are modified as follows:

In section 01, Interpretation, delete the definition of Minister and replace it with the following:

Minister: The Minister is defined as the minister that enters into a Contract pursuant to the Supply Arrangement, be it the Minister of PWGSC or the Minister of the Authorized Client, as the case may be.

A.2.2 SACC Manual Clauses

The following clauses set out in the SACC Manual will form part of the Contract:

The Minister in the following clauses, means the Minister of PWGSC or the Minister of the Authorized Client, as the case may be and any other person duly authorized to act on behalf of that Minister.

SACC CLAUSE NUMBER	ISSUE DATE	CLAUSE TITLE
C0009T	(2002/05/24)	Sole Bid- Price Support
C0701D	(1996/10/30)	Time Verification
A9062C	(2006/06/16)	Site Regulations
B6806C	(1998/02/16)	Work Location
K0023C	(2005/06/10)	Liability

A.3 Applicable Laws

The Contract must be interpreted and governed, and the relations between the Parties, determined by the laws in force in Ontario.

SA Holders may, at their discretion, substitute the applicable laws of a Canadian Province or Territory of their choice without affecting the validity of their proposal, by deleting the Canadian Province or Territory specified above and inserting the Canadian Province or Territory of its choice. If no change is made, it acknowledges the applicable law specified is acceptable to the SA Holder.

A.4 Authorities

A.4.1 *Client Department Project Authority (PA)*

A.4.1.1 The PA for the Contract is:

To be indicated at time of contract award.

A.4.1.2 The PA is responsible for all matters concerning the technical content of the work under this requirement. The PA will be the inspector and consignee for all work performed and services provided and will be the Contractor's primary contact for all technical matters, including interpretation of the specifications, scheduling of the work and determining the acceptability of all services rendered.

A.4.1.3 The PA will have access at all times to the work and to the Contractor's facilities where any part of the work is being performed.

A.4.2 **SA Holder Authority**

A.4.2.1 The Contractor has designated the following SA Holder Authority as the central point of contact for all matters pertaining to this Contract:

To be indicated at time of contract award.

A.4.3 **Contracting Authority (CA)**

A.4.3.1 The CA for the Contract is:

To be indicated at time of contract award.

A.4.3.2 All matters pertaining to the administration of amendments to, or changes in, the terms of the Contract shall be referred to the Contracting Authority. Any changes to the requirement during the life of the contract must be authorized, in writing, by the Contracting Authority. No work is to be performed in excess of or outside the scope of this requirement based on instruction from any government personnel other than the Contracting Authority.

A.5 **Priority of Documents**

A.5.1 If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions DSS-MAS 9676 (2006/08/15);
- (c) Annex "___", Statement of Work;
- (d) Annex "___", Basis of Payment;
- (e) Annex "___", Security Requirements Check List (if applicable);
- (f) Annex "___", Insurance Requirements (if applicable);
- (g) the signed Task Authorizations (including all of its annexes, if any) (if applicable);
- (h) the Contractor's bid dated _____ (insert date of bid), as amended _____ (insert date(s) of amendment(s) if applicable)

A.6 **Requirement for Training and Familiarization**

A.6.1 Any training required by contract personnel to perform specific assignments will be on the contractor's time and expense, unless otherwise specifically indicated in a RFP and in the resulting contract.

A.6.2 Canada will not provide technology training, unless otherwise specifically indicated in a RFP and in the resulting contract.

A.6.3 Canada will, wherever possible, provide standards, policies, guidelines and appropriate documentation to describe how the application systems are designed and configured, as well as other assistance needed to help contract personnel to work on application systems.

A.7 Work Force Reduction Programs

A.7.1 It is a term of this Contract:

1. that the Contractor has declared to the Contracting Authority whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;

2. that the Contractor has informed the Contracting Authority of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and

3. that the Contractor has informed the Contracting Authority of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

A.7.2 The Contractor represents and warrants that the information submitted with its proposal is accurate and complete. The Contractor acknowledges that the Minister has relied upon such representation to enter into this Contract. Such representation may be verified in such manner as the Minister may reasonably require.

A.7.3 The Contractor acknowledges that in the event of a breach of such covenant, the Minister will have the right to rescind the Contract.

A.7.4 Nothing in this clause must be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise have in relation to or pursuant to this Contract.

A.8 T1204 INFORMATION REPORTING BY CONTRACTOR

A.8.1 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204, Government Service Contract Payments slip.

A.8.2 To enable departments and agencies to comply with this requirement, the Contractor must provide the following information, as and when requested by the client department:

- (a) the legal name of the business entity or sole proprietorship, as applicable, i.e. the legal name associated with the Business Number (BN) or the Social Insurance Number (SIN), as well as the address and the postal code;
- (b) the type of entity, i.e. corporation, partnership, sole proprietorship, or joint venture;
- (c) the BN if the entity is a corporation or partnership; the SIN if the entity is a sole proprietorship:
 - (i) If the entity is a partnership and does not have a BN, then the partner who has signed the contract must provide his (her) SIN;
 - (ii) if the entity is a joint venture, then the BN of all contractors comprising the joint venture that will receive payment (SIN for applicable contractor(s) without a BN);
- (d) the following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided in (a), (b) and (c) above, and that it is correct and complete, and fully discloses the identification of this Contractor."

A.8.3 These requests may take the form of a general call-letter to suppliers or individual contact, in writing or by telephone. Where the required information includes a SIN, the information should be provided in a separate envelope marked "PROTECTED".

B. Requirement Definition

B.1 Requirement

B.1.1 The SA Holder identified on page 1 of this Contract (hereinafter called the "Contractor") will provide the services and deliverables to Canada to assist the Authorized Client, in accordance with the Statement of Work (SOW) which forms part of this Contract.

B.2 Contract Period

B.2.1 The period of this Contract is *(to be indicated at time of contract award)*.

B.3 Replacement of Personnel

B.3.1 In addition to DSS-MAS 9676 General Conditions – Service, Article 8 "Replacement of personnel", ADD:

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- i. The Contractor undertakes to provide competent services even if it is unable to provide the services of specific individuals.
 - a. The contractor must propose a suitable replacement within forty eight (48) hours and the individual taskings / responsibilities will be covered within five working days; and
 - b. such situation does not extend the completion date specified in this contract unless such extension has been accepted by the Project Authority and incorporated into the Contract in the form of an amendment to the Contract approved by the Contracting Authority.
 - ii. If it is necessary to replace personnel, the Contractor must give at least ten working days notice in writing to the Project Authority, but thirty days would be preferable. The replacement must possess all the required qualifications and requirements and be approved by the Project Authority and the Contracting Authority prior to replacement. Any replacement will be assigned to the work site specified in the Contract to be determined with the Project Authority for knowledge transfer, at the Contractor's own expense.
 - iii. Under no circumstances are services and related deliverables to be provided by any SA Contractor personnel who are not qualified in accordance with the pertinent SA RFP, SOW and/or the related Contract.

B.4 Collection of Personal Information

- B.4.1 It is understood and agreed that to fulfill its obligations under this Contract, the Contractor is required to handle and collect from individuals personal information as defined in the Privacy Act, R.S.C. 1985, c.P-21. The Contractor acknowledges that Canada is bound by the Privacy Act regarding the protection of personal information.
- B.4.2 The Contractor undertakes to collect and use only the personal information necessary to fulfill the requirements of the Contract and to ensure that the personal information is as accurate, complete and as up to date as possible. The Contractor must, wherever possible, collect personal information directly from the individuals to whom the information relates, unless the individual authorizes collection from another source or the direct collection might result in the collection of inaccurate information. The Contractor must inform the individual from whom the personal information is collected of the purposes of the collection and use of its personal information, the voluntary nature or alternatively the legal requirement to provide the personal information and obtain the individual's consent for the disclosure and use by Canada of the personal information, including the transfer to a successor of the Contractor. The individual must further be informed that the personal

information is subject to the Privacy Act and of the right to access as well as to correct the personal information under the Privacy Act.

B.4.3 The Contractor and anyone who works with or for the Contractor must keep private and confidential, during and after the effective period of the Contract, any such personal information collected, created or handled under the Contract and must not use, copy, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract. The Contractor must appoint a senior officer responsible for ensuring the Contractor's compliance with this clause. The Contractor must at all times take all measures reasonably necessary including those set out in any instructions issued by Canada from time to time for the protection and security of the personal information. The Contractor's premises must at reasonable times be open for inspection. The Contractor must ensure that its employees, agents and subcontractors are made aware of the confidential nature of the personal information and are bound by written agreements to hold the information in confidence and deal with in accordance with this Contract.

B.4.4 It is further understood and agreed that all personal information while under the control and custody of the Contractor in fulfilling this Contract is subject to the Personal Information Protection and Electronic Document Act, S.C 2000, c.5 but that such personal information is the property of Canada. The Contractor shall have no right in or to that information. The Contractor must deliver to Canada all personal information upon completion or termination of the Contract or at such earlier time as Canada may request. Upon delivery of the personal information to Canada the Contractor has no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

B.5 Canada Facilities, Equipment, Documentation & Personnel

B.5.1 Access to the following Canada facilities, equipment, documentation and personnel may be required during the Contract period in order to perform the work:

- a. Client department's premises;
- b. Client department's computer systems;
- c. Documentation; and
- d. Personnel for consultation.

B.5.2 Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced facilities, equipment, documentation and personnel.

B.5.3 Subject to the approval of the Project Authority, arrangements will be made for the Contractor to access the required facilities, equipment, documentation and personnel at the Client department's earliest convenience.

B.6 Work permits and licenses

- B.6.1 The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation.
- B.6.2 The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor will provide a copy of any such permit, license, or certificate to Canada.

B.7 Insurance

It is the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfill its obligations under the Contract and to ensure compliance with required Federal, Provincial or Municipal law. Any such insurance will be provided and maintained by the Contractor at its own expense.

B.8 Conflict Of Interest

In order to provide impartial and objective advice to Canada and to avoid any real or apparent conflict of interest, the Contractor represents and warrants that any proposed individual(s) assigned to perform any work under the contract must not be in a situation of conflict of interest that would render it unable to provide impartial assistance or advice to Canada, or affect or otherwise impair its objectivity in performing the work.

B.9 Conflict of Interest- Other Work

The Contractor, during and after the period of performance of the Contract agrees that:

- a) it must not bid for any contract to be let as a result of a solicitation where any work performed by the Contractor under this Contract creates a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), and must not participate as a subcontractor or consultant in the preparation of any other Contractor's tender or proposal for such a resulting contract; and
- b) it must not bid for any contract where the Contractor, in its work performed under this Contract, is required to assist Canada in evaluating the bids or in overseeing performance of a resulting contract, and must not participate as a subcontractor or consultant in the preparation of any other Contractor's tender or proposal for such a resulting contract; and
- c) if its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), the Contractor must not bid for any of that resulting contract(s) or participate as a subcontractor or consultant in the preparation of any other Contractor's tender or proposal for any resulting contract;

Canada will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts as described in this clause, in respect to which Canada determines, at its sole discretion, that the bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

B.10 Non-permanent resident

Non-Permanent Resident

B.10.1 The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of this Contract. The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.

Non-Permanent Resident (Foreign Contractor)

B.10.2 The Contractor must ensure that non-permanent residents intending to work in Canada on a temporary basis in fulfillment of the Contract, who are neither Canadian citizens nor United States nationals, receive all appropriate documents and instructions relating to Canadian immigration requirements and secure all required employment authorizations prior to their arrival at the Canadian port of entry.

B.10.3 The Contractor must ensure that United States nationals having such intentions receive all appropriate documents and instructions in that regard prior to their arrival at the Canadian port of entry. Such documents may be obtained at the appropriate Canadian Embassy/Consulate in the Contractor's country. The Contractor will be responsible for all costs incurred as a result of noncompliance with immigration requirements.

C. Price

C.1 Basis of Payment

C.1.1 Professional Services

C1.1.1 Basis of Payment - Ceiling Price Contracts:

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, to a ceiling price of \$_____, determined in accordance with the Basis of Payment in Annex___, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

This ceiling price is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

C.1.1.2 Basis of Payment - Firm Price Contracts:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$_____, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

C.1.1.3 Basis of Payment - Limitation of expenditure Contracts:

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, determined in accordance with the Basis of Payment in Annex ____, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

C.1.2 Travel and Living Expenses

C.1.2.1 The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board (TB) Travel Directive http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp, and with the other provisions of the directive referring to “travellers”, rather than those referring to “employees”.

All travel must have the prior authorization of the Project Authority

C.1.2.2 Canada will only consider making payments to the Contractor for its professional fees charged to travel time only in the case where the travel is in excess of four (4) hours round trip. Time sheets and invoices must clearly identify the Contractor’s professional fees charged to travel time.

C1.2.3 All payments on travel and living expenses are subject to government audit.

C.1.3 Definition of a day/proration

C1.3.1 A day is defined as 7.5 hours exclusive of meal breaks.

C1.3.2 Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.

C1.3.3 Time worked which is less than a day is prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked}}{7.5} \times \text{fixed per diem rate}$$

C.2 Overtime work

C2.1 All proposed personnel must be available to work outside normal office hours during the duration of the Contract. No overtime charges will be authorized under this Contract.

C.3 Goods and Services Tax (GST) / Harmonized Sales Tax (HST)

C3.1 All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.

C3.2 The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

C.4 Tax Withholding of 15 Percent

C4.1 The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a nonresident contractor as defined in said Act. This amount will be held on account with respect to any liability for taxes which may be owed to Canada.

D. Terms of payment**D.1 Method of Payment**

D.1.1. A variety of methods of payment are possible under the resultant Contracts. The most appropriate method of payment will be determined at the time a Contract is allocated and will be identified in each RFP. The possible methods of payment are described hereafter.

D.1.2 One Lump Sum:

One payment will be made following delivery and acceptance of all deliverables.

The Contractor must prepare and certify an original and two (2) copies of its claim on form PWGSC-TPSGC 1111, Claim for Progress Payment (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>).

The claim will be forwarded to the Contracting Authority who will certify the claim and forward it to the Project Authority for certification and payment.

D.1.3 Progress Payment:

1. Progress payments will be made not more frequently than once a month, upon the following terms and conditions:

(a) progress claims must be completed in full, on form PWGSC-TPSGC 1111, Claim for

Progress Payment (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>) and submitted to Canada in accordance with the invoicing instructions specified herein;

(b) all the certificates appearing on the said form are to be signed by the respective persons indicated thereon or their delegate, and

2. Each claim must show the following:

(a) expenditures plus prorated profit or fee if applicable or, alternatively, the value of milestones during the claim period by line item as detailed in the payment terms of the Contract;

(b) total of all previous claims against the Contract;

(c) Goods and Services Tax or Harmonized Sales Tax, as applicable, calculated on the amount in 2. (a) above.

3. The balance of the amount payable will be paid upon satisfactory completion of the Contract or in the case of unit price contracts upon the delivery and acceptance of each unit, provided that a final claim for such payment is submitted.

4. If specified herein, the form PWGSC-TPSGC 1111 must be accompanied by the required copies of monthly progress reports.

5. The Contractor must prepare the original and two (2) copies of its claim on form PWGSC-TPSGC 1111, and they must be routed to the Project Authority and Contracting Authority;

6. Progress payments will be regarded as interim payments only and Canada will have the right to conduct interim cost/time verifications or audits and to make adjustments from time to time during the performance of the Work. Any overpayment resulting from such progress payments or otherwise shall be refunded promptly to Canada.

7. Payment by Canada to the Contractor for the Work will be made:

(a) in the case of a progress payment other than the final payment, within thirty (30) days

following the date of receipt of a duly completed form PWGSC-TPSGC 1111;

(b) in the case of a final payment, within thirty (30) days following the date of receipt of the duly completed final form PWGSC-TPSGC 1111, or within thirty (30) days following the date on which the Work is completed, whichever date is the later.

8. If Canada has any objection to the form of the progress claim, within fifteen (15) days

of its receipt, Canada will notify the Contractor of the nature of the objection. "Form of the claim" means a claim that contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in subsection 7 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

D.1.4 Milestone Payment:

1. Milestone payments will be made in accordance with the Schedule of Milestones attached as Annex " _____ ", upon the following terms and conditions:

(a) milestone claims shall be completed in full, on form PWGSC-TPSGC 1111, Claim for Progress Payment, (<http://www.pwgsc.gc.ca/acquisitions/text/forms/forms-e.html>) and submitted to Canada in accordance with the invoicing instructions specified herein;

(b) all the certificates appearing on the said form are to be signed by the respective persons indicated thereon or their delegate; and

(c) all deliverables required for the milestone claimed have been received and accepted by the Project Authority.

2. Each claim must show the following:

(a) amount currently claimed;

(b) total of all previous claims against the Contract and the extension of the totals to date; and

(c) Contract Number, Financial Codes and Client Reference Number as shown on page 1 of the Contract.

3. The Contractor must prepare and certify an original and two (2) copies of its claim on form PWGSC-TPSGC 1111 and forward it to the Contracting Authority and Project Authority.

4. The balance owing will be paid to the Contractor, subject to:

(a) delivery and acceptance of all deliverables; and

(b) the certification of the final claim by the Contracting Authority and the Project Authority.

5. Payment by Canada to the Contractor for the Work will be made:

(a) in the case of a milestone payment other than the final payment, within thirty (30) days following the date of receipt of a duly completed form PWGSC-TPSGC 1111;

(b) in the case of a final payment, within thirty (30) days following the date of receipt of the duly completed form PWGSC-TPSGC 1111, or within thirty (30) days following the date on which the Work is completed, whichever date is the later.

6. If Canada has any objection to the form of the milestone claim, within fifteen (15) days of its receipt, Canada will notify the Contractor of the nature of the objection. "Form of the claim" means a claim that contains or is accompanied by such substantiating

documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in subsection 5 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

D.2 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 36 of 9676, General Conditions - Services.

E. International Sanctions

E.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

E.2 Details on existing sanctions can be found at:
<http://www.dfait-maeci.gc.ca/trade/sanctions-e.asp>

E.3 It is a condition of this Contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.

E.4 By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the imposition of sanctions against a country or person or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor must

forthwith inform Canada of the situation; the procedures applicable to force majeure will then apply.

F. *Aboriginal Business Certification (applicable only to requirements procured through the Aboriginal SA)*

- F.1 The Contractor represents and warrants that the certification of compliance with the definition of an Aboriginal business set out in Requirements for the Set-Aside Program for Aboriginal Business and submitted with its bid is and remains accurate and complete. The Contractor acknowledges that the Minister has relied upon such representation and warranty to enter into this Contract. Such representation and warranty may be verified in such manner as the Minister may reasonably require.
- F.2 The Contractor acknowledges that in the event of a breach of this covenant, the Minister will have the right to treat the Contract as being in default in accordance with the default provisions of the Contract.
- F.3 The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must not, without the prior written consent of the Minister, dispose of any such records or documentation supporting the accuracy of the certification until the expiration of six (6) years after final payment of this Contract, or until settlement of all outstanding claims and disputes, resulting from a dispute under this contract, whichever is later. All such records and documentation must at all times during the aforementioned retention period be open to audit, inspection and examination by the authorized representatives of the Minister, who may make copies and take extracts thereof. The Contractor must provide all facilities for such audits, inspections and examinations, and will furnish all such information as the representatives of the Minister may from time to time require with respect to such records and documentation.
- F.4 Nothing in this clause will be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise have in relation to or pursuant to this Contract.

G. CERTIFICATIONS

Compliance with the certifications provided by the Contractor is a condition of this Contract and is subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor in its proposal is untrue, whether made knowingly or unknowingly, the Minister will have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

H. Security Requirements Check list (SRCL)

Note: *The following clause will be used when a Security Requirement other than those described in the generic SRCLs (See Appendix 1 to Part 6) applies.*

H.1 *The following clauses will be used when the generic Security Requirement E60BQ-01-ISSA-A applies (See Appendix 1 to Part 6).*

The Contractor must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening (DOS)** issued by the Canadian and International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada at the level of ENHANCED RELIABILITY.

Contractor personnel who require access to DESIGNATED information, assets or sensitive work sites must EACH hold a valid ENHANCED RELIABILITY screening, granted or approved by CIISD.

The Contractor must comply with the provisions of:

- a) The Security Requirements Check List (SRCL) E60BQ-01-ISSA-A, described in Annex "D" to the Supply Arrangement.
- b) The Industrial Security Manual

H.2 *The following clauses will be used when the generic Security Requirement E60BQ-01-ISSA-B applies (See Appendix 1 to Part 6).*

The Contractor must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening (DOS)** issued by the Canadian and International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada at the level of ENHANCED RELIABILITY.

Contractor personnel who require access to DESIGNATED information, assets or sensitive work sites must EACH hold a valid ENHANCED RELIABILITY screening, granted or approved by CIISD.

The Contractor must NOT remove any DESIGNATED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

The Contractor must comply with the provisions of:

- a) The Security Requirements Checklist (SRCL) E60BQ-01-ISSA-B, described in Annex "D" to the Supply Arrangement.
- b) The Industrial Security Manual (June 1992)

H.3 *The following clauses will be used when the generic Security Requirement E60BQ-01-ISSA-C applies (See Appendix 1 to Part 6).*

The Contractor must, at all times during the performance of the Contract, hold a valid ***Designated Organization Screening (DOS)***, with approved Document Safeguarding at the level of PROTECTED B, issued by the Canadian and International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada.

Contractor personnel who require access to DESIGNATED information, assets or sensitive work sites must EACH hold a valid ENHANCED RELIABILITY screening, granted or approved by CIISD.

The Contractor must NOT perform any DESIGNATED Automatic/Electronic Data Processing and/or production until CIISD has issued written approval. After approval has been granted, these tasks may be performed at the level of PROTECTED B.

The Contractor must comply with the provisions of:

- a) The Security Requirements Checklist (SRCL) E60BQ-01-ISSA-C, described in Annex "D" to the Supply Arrangement.
- b) The Industrial Security Manual (June 1992)

H.4 The following clauses will be used when the generic Security Requirement E60BQ-01-ISSA-D applies (See Appendix 1 to Part 6).

The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance, issued by the Canadian and International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada at the level of SECRET.

Contractor personnel who require access to CLASSIFIED information/assets or sensitive work sites must EACH hold a valid personnel security screening at the requisite level of ENHANCED RELIABILITY or CONFIDENTIAL or SECRET granted or approved by CIISD.

The Contractor must NOT remove any CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

The Contractor must comply with the provisions of:

- a) The Security Requirements Checklist (SRCL) E60BQ-01-ISSA-D, described in Annex "D" to the Supply Arrangement.
- b) The Industrial Security Manual (June 1992)

H.5 The following clauses will be used when the generic Security Requirement E60BQ-01-ISSA-E applies (See Appendix 1 to Part 6).

The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET with approved Document Safeguarding at the level of SECRET, issued by the Canadian and International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada.

Contractor personnel who require access to CLASSIFIED information/assets or sensitive work sites must EACH hold a valid personnel security screening at the requisite level of ENHANCED RELIABILITY or CONFIDENTIAL or SECRET granted or approved by CIISD.

The Contractor must NOT perform any sensitive (DESIGNATED/CLASSIFIED) Automatic/Electronic Data Processing and/or production until CIISD has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET.

The Contractor must comply with the provisions of:

- a) The Security Requirements Checklist (SRCL) E60BQ-01-ISSA-E, described in Annex "D" to the Supply Arrangement.
- b) The Industrial Security Manual (June 1992)

Appendix 1 TO PART 5

CERTIFICATIONS TO BE PROVIDED AT RFP STAGE

A. EDUCATION AND EXPERIENCE

- A.1 The Bidder hereby certifies that all the information provided in the CV and supporting material submitted with its proposal, particularly as this information pertains to education achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the requirement are capable of satisfactorily performing the Work described herein.
- A.2 Should a verification by the Minister disclose untrue statements, the Minister shall have the right to declare the proposal non responsive and, pursuant to the default provisions of any resulting contract, terminate any such contract for default.

B. AVAILABILITY AND STATUS OF PERSONNEL

- B.1 The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its bid will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein, and will remain available to perform the work in relation to the fulfillment of this requirement.
- B.2 If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfillment of this requirement and to submit such person's résumé to the Contracting Authority.
- B.3 During the bid evaluation, the Bidder MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's proposal from further consideration.

C. Work Force Reduction Programs

- C.1 As a result of the recent implementation of various programs to reduce the public service, Offerors must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both, pursuant to the terms of the Early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Transition Program and any

other current and future similar programs implemented by Treasury Board. Therefore, Offerors must make available the following details:

- date and amount of lump sum payment incentive;
- terms and conditions of the lump sum payment incentive (including termination date);
- rate of pay on which the lump sum payment was based;
- whether or not the \$5,000 exemption has been reached.

C.2 In the event that a contract is awarded to a former public servant during the period covered by the lump sum payment, the contract fee must be abated (reduced) by an amount corresponding to the number of weeks remaining in the SA Holder's lump sum payment period after the beginning of the SA. This reduction is subject to an exemption of a maximum of \$5,000 (including GST/HST) applicable to one or more contracts during the period covered by the lump sum payment.

C.3 For the purposes of this solicitation, former public servants is defined as:

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

C.4 ***Check the box if the Program requirements do not apply: []***

C.5 ***If the Program requirements apply, the following information must be provided:***

Name of Contractor: _____

Terms and Conditions of the Lump Sum Payment Incentive - copy attached: _____

Date of Termination of Employment as a Public Servant: _____

Amount of Lump Sum Payment: \$_____

Rate of Pay on which Lump Sum Payment is based: \$_____/Week

Period of Lump Sum Payment: Start Date: _____

Completion Date: _____ Weeks: _____

Other contracts subject to Work Force Reduction Program Restrictions:

Contract Number	Contract Amount (Professional Fees)
_____	\$ _____
_____	\$ _____

_____ \$ _____
Total: \$ _____

D. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -
D.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -
\$200,000 OR MORE

D.1.1 The Federal Contractors Program for Employment Equity (FCP-EE) requires that some organizations bidding for federal government procurements, \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity, as a condition precedent to the award of a contract. If the Bidder is subject to the Program, evidence of its commitment must be provided prior to the award of any contract.

Contractors that have been declared "Ineligible Contractors" by the Department of Human Resources and Skills Development (HRSD) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations (currently at \$25,000, including all applicable taxes), either as a result of a finding of noncompliance by the Department of HRSD, or following their voluntary withdrawal from the Program for a reason other than the reduction in their workforce. Any bid from ineligible contractors will not be considered for award.

D.1.2 The Bidder hereby certifies as to its status with FCP-EE, as follows:

The Bidder

- (a) is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada;
- (b) is not subject to the FCP-EE, being a regulated employer under the *Employment Equity Act*;
- (c) is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from the Department of HRSD, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is provided herewith (attached);
- (d) is subject to the FCP-EE, and has a valid Certificate number as follows: _____ (e.g. has not been declared "Ineligible Contractor" by the Department of HRSD).

D.1.3 If the Bidder does not fall within the exceptions enumerated in 2. (a) or (b), the Program requirements do apply, and as such, the Bidder is required to submit the Department of HRSD form LAB 1168, Certificate of Commitment to Implement Employment Equity, DULY SIGNED, or a valid Certificate number confirming its adherence to the FCP-EE.

D.1.4 The Bidder acknowledges that the Minister shall rely on this certification to award the contract. Should a verification by the Minister disclose a misrepresentation on the part of the Bidder, the Minister shall have the right to treat any contract resulting from this bid as being in default and to terminate it pursuant to the default provisions of the contract.

D.1.5 In all cases, the Bidder is required to produce evidence or supporting information on demand, prior to contract award, if such evidence is not included with its bid.

Note: Information on the FCP-EE and the Certificate of Commitment (form LAB 1168), are available on the following Department of HRSD Website:

<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml> and

<http://www100.hrdc.gc.ca/labswenm1e.shtml>, respectively.

- OR -

**D.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -
OVER \$25,000 AND BELOW \$200,000**

D.2.1. Organizations that are subject to the Federal Contractors Program for Employment Equity (FCP-EE) but that have been declared ineligible to receive government contracts of goods and services over the threshold for solicitation of bids as set out in the Government Contract Regulations (GCRs) (currently \$25,000, including all applicable taxes) by the Department of Human Resources and Skills Development (HRSD), either as a result of a finding of noncompliance by the Department of HRSD, or following their voluntary withdrawal from the FCP-EE for a reason other than a reduction in their workforce, have been advised by the Department of HRSD that as a consequence of this action they are no longer eligible to receive any government contract over this threshold. Consequently, their certificate numbers have been canceled and their names have been placed on the Department of HRSD's List of Ineligible Contractors. Bids from such organizations will be considered non-responsive.

D.2.2. The Bidder hereby certifies that it has not been declared "ineligible" by the Department of HRSD to receive government contracts over the GCRs threshold for solicitation of bids (currently \$25,000, including all applicable taxes) as a result of a finding of noncompliance, or as a result of having voluntarily withdrawn from the FCP-EE for a reason other than a reduction in its workforce.

D.2.3 The Bidder acknowledges that the Minister shall rely on this certification to award the contract. Should a verification by the Minister disclose a misrepresentation on the part of the Bidder, the Minister shall have the right to treat any contract resulting from this bid as being in default, and to terminate it pursuant to the default provisions of the contract.

E. Canadian Content Certification (applicable only to requirements estimated at \$25,000.00 (including GST/HST) and more and not subject to the North American Free Trade Agreement (NAFTA) and the World Trade Organisation – Agreement on Government Procurement (WTO-AGP)).

Note: Only one of the two following certifications will be required, as determined by the Contracting Officer and indicated in the RFP.

E.1 Competition being solely limited to bids offering Canadian services.

E.1.1 This procurement is limited to Canadian goods and services as defined in clause entitled , “Canadian Content Definition”.

E.1.2 The Bidder represents and warrants that, of the goods and services being offered, no less than 80 percent of the bid price consists of Canadian goods and Canadian services as defined in clause K4000D, Canadian Content Definition.

E.1.3 The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian content may be verified in such manner as the Minister may reasonably require.

E.1.4 Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.

E.2 Competition being conditionally limited to bids offering Canadian services.

E.2.1 This procurement is subject to a preference for Canadian goods and services.

E.2.2 Bids that include this representation and warranty will be given preference over other bids, if there are three or more bids with a valid certification.

E.2.3 By executing this representation and warranty, the Bidder represents and warrants that, of the goods and services being offered, no less than 80 percent of the bid price consists of Canadian goods and Canadian services, as defined in the clause entitled , “Canadian Content Definition”.

E.2.4 The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and to enter into any contract resulting from this bid. Such representation and warranty of Canadian content may be verified in such manner as the Minister may reasonably require.

E.2.5 Should a verification by the Minister disclose a breach of such covenant, the Minister shall have the right to treat any contract resulting from this bid as being in default.

E.2.6 Failure to execute this representation and warranty on the signature block immediately following this paragraph and to include it with the bid will result in the goods and services offered being treated as non-Canadian.

F. Certification Requirements for the Set-Aside Program for Aboriginal Business (applicable only to requirements procured through the Aboriginal SA).

F.1 I, _____ (*Name of duly authorized representative of business*) hereby certify that _____ (*Name of business*) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in the document entitled "Requirements for the Set-Aside Program for Aboriginal Business" included in the SA, which document I have read and understand.

F.2 The aforementioned business agrees to ensure that any subcontractor it engages with respect to any contract awarded under any resulting Aboriginal SA shall, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business."

F.3 The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.

PLEASE CHECK THE APPLICABLE BOXES IN F.4 AND F.5 BELOW

F.4 The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, cooperative, partnership or not-for-profit organization,

OR

The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business.

F.5 The Aboriginal business or businesses have:
 fewer than six full-time employees

OR

six or more full-time employees

F.6 The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of

Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.

- F.7 It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of any contract awarded pursuant to the Aboriginal SA. In the event that a contract is terminated because of an untrue statement or noncompliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the aforementioned business.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

E60BQ-01ISSA/E

420zg

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

E60BQ-01ISSA

420zgE60BQ-01ISSA

Appendix 1 TO PART 6

GENERIC SECURITY REQUIREMENTS CHECKLIST (SRCL)

Designation / Classification

UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VERIFICATION DES EXIGENCES RELATIVES A LA SECURITE (LVERS)

CONTRACT INFORMATION / INFORMATION CONTRACTUELLE		
1. Origination department Ministère éditeur HRDC	2. Branch/Directorate Direction/Direction générale FAS/Materiel Management	3. Contract number / No. du contrat E60BQ-01ISSA-A
4. Description of contract / Description du contrat Various service requirements procured under the HRDC (HQ) ISS SA		
5. Does the contract include NATO or foreign government information? Le contrat contient-il des renseignements sur NATO ou un gouvernement étranger? No		
6. In addition to Canada, and Canadian citizens, indicate the countries or foreign nationals to which the sensitive information may be released. En plus du Canada et des citoyens canadiens, indiquer les pays ou les ressortissants étrangers à qui on peut divulguer des Renseignements de nature délicate. No		
7. Does the contract require access to COMSEC material / data? (personnel to be briefed) Le contrat exige-t-il l'accès à des documents / des données COMSEC? (le personnel doit recevoir des directives) No		
8. Is FOCI evaluation required? (mandatory if extremely sensitive INFOSEC involvement is identified) Une vérification PCIE est-elle requise? (obligatoire s'il est démontré qu'INFOSEC de nature extrêmement délicate est en cause) No		
9. Does the contract, including any related Requests for Proposal (RFP) or requests for Quotation (RFQ), involve unclassified military data subject to the provisions of the Technical Data control Regulations? Le contrat, y compris toute demande de proposition (DDP) ou demande de prix connexe (DPC), concerne-t-il des données militaires sans Classifications qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No		
PERSONNEL (CONTRACTOR) / PERSONNEL (ENTREPRENEUR)		
10. May unscreened personnel be used for portions of this requirement? Peut-on faire appel à du personnel n'ayant pas fait l'objet d'une enquête de sécurité pour des étapes de ce projet? Yes		
11. Indicate level of safeguards or information / assets to be accessed at customer site(s). Niveau de classification des mesures de protection, ou de l'information ou des biens auxquels le personnel a accès dans les installations Du client. N/A		
Designated / Désigné	PROTECTED - [] A, [] B, [] C	
Classified / Classifié	[] CONFIDENTIAL, [] SECRET, [] TOP SECRET	
	[] NATO CONFIDENTIAL, [] NATO SECRET, [] TOP SECRET	
12. Screening level required. Niveau de classification de sécurité exigé		
Reliability check	[] BASIC, [X] ENHANCED, [] Site access	
	[] Level I (CONFIDENTIAL), [] Level II (SECRET),	
	[] Level III (TOP SECRET)	
	[] NATO CONFIDENTIAL, [] NATO SECRET, [] COSMIC	
	[] Other – Specify:	
Designation / Classification		
UNCLASSIFIED		

Solicitation No. - N° de l'invitation

E60BQ-01ISSA/E

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

420zg

Client Ref. No. - N° de réf. du client

E60BQ-01ISSA

File No. - N° du dossier

420zgE60BQ-01ISSA

CCC No./N° CCC - FMS No./N° VME

Designation / Classification UNCLASSIFIED	Contract Number / Numéro du contrat E60BQ-01ISSA-A
SAFEGUARDS (CONTRACTOR) / MESURES DE PROTECTION (ENTREPRENEUR)	
13. Will the contractor be required to safeguard sensitive (designated / classified) information / assets at its facilities? L'entrepreneur devra-t-il protéger de l'information / des biens de nature délicate (désignés ou classifiés) dans ses installations? No	
DOCUMENTS / DOCUMENTS	
Designated PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
Classified <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
NATO <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
EQUIPMENT / EQUIPEMENT	
Designated PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
Classified <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
NATO <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
EDP MEDIA / SUPPORT DE TED	
Designated PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
Classified <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
NATO <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
14. Will the contractor be required to safeguard COMSEC data / material? (COMSEC account is required) L'entrepreneur devra-t-il protéger des données / du matériel COMSEC? (compte COMSEC requis) No	
PRODUCTION / PRODUCTION	
15. Will production of sensitive (designated / classified) material occur at the contractor's facilities? Les installations de l'entrepreneur serviront-elles à la fabrication de matériel de nature délicate (désigné ou classifié)? No	
16. Will repair or modification of sensitive (designated / classified) material occur at the contractor's facilities? Les installations de l'entrepreneur serviront-elles à la réparation ou à la modification de matériel de nature délicate (désigné ou classifié)? No	
EDP DOCUMENT AND DATA PRODUCTION / PRODUCTION DE DOCUMENT ET DE DONNEES DE TED	
17. Will the contractor be required to electronically process / produce sensitive (designated / classified) data / information at its own site(s)? L'entrepreneur sera-t-il tenu de traiter ou de produire par des moyens électroniques des données ou des renseignements de nature délicate (désignés ou classifiés) dans ses propres installations? No	
SECURITY / CLASSIFICATION BLOCKS / CASES DE CLASSIFICATION DE SECURITE	
18. Is the information within this checklist or documents attached to it, sensitive (designated of classified) ? L'information fournie dans la présente liste de vérification ou jointe à celle-ci est-elle de nature délicate (désignée ou classifiée)? No	
NOTE / NOTA	
19. Is a Security Guide attached? / Le Guide de sécurité est-il annexé? N/A	
Designation / Classification UNCLASSIFIED	

Solicitation No. - N° de l'invitation

E60BQ-01ISSA/E

Amd. No. - N° de la modif.

File No. - N° du dossier
420zgE60BQ-01ISSA

Buyer ID - Id de l'acheteur

420zg

Client Ref. No. - N° de réf. du client
E60BQ-01ISSA

CCC No./N° CCC - FMS No./N° VME

Designation / Classification

UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)**LISTE DE VERIFICATION DES EXIGENCES RELATIVES A LA SECURITE (LVERS)**

CONTRACT INFORMATION / INFORMATION CONTRACTUELLE		
1. Origination department Ministère éditeur HRDC	2. Branch/Directorate Direction/Direction générale FAS/Materiel Management	3. Contract number / No. du contrat E60BQ-01ISSA-B
4. Description of contract / Description du contrat Various service requirements procured under the HRDC (HQ) ISS SA		
5. Does the contract include NATO or foreign government information? Le contrat contient-il des renseignements sur NATO ou un gouvernement étranger? No		
6. In addition to Canada, and Canadian citizens, indicate the countries or foreign nationals to which the sensitive information may be released. En plus du Canada et des citoyens canadiens, indiquer les pays ou les ressortissants étrangers à qui on peut divulguer des Renseignements de nature délicate. No		
7. Does the contract require access to COMSEC material / data? (personnel to be briefed) Le contrat exige-t-il l'accès à des documents / des données COMSEC? (le personnel doit recevoir des directives) No		
8. Is FOCI evaluation required? (mandatory if extremely sensitive INFOSEC involvement is identified) Une vérification PCIE est-elle requise? (obligatoire s'il est démontré qu'INFOSEC de nature extrêmement délicate est en cause) No		
9. Does the contract, including any related Requests for Proposal (RFP) or requests for Quotation (RFQ), involve unclassified military data subject to the provisions of the Technical Data control Regulations? Le contrat, y compris toute demande de proposition (DDP) ou demande de prix connexe (DPC), concerne-t-il des données militaires sans Classifications qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No		
PERSONNEL (CONTRACTOR) / PERSONNEL (ENTREPRENEUR)		
10. May unscreened personnel be used for portions of this requirement? Peut-on faire appel à du personnel n'ayant pas fait l'objet d'une enquête de sécurité pour des étapes de ce projet? Yes		
11. Indicate level of safeguards or information / assets to be accessed at customer site(s). Niveau de classification des mesures de protection, ou de l'information ou des biens auxquels le personnel a accès dans les installations Du client. Designated / Désigné PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, [] C Classified / Classifié [] CONFIDENTIAL, [] SECRET, [] TOP SECRET [] NATO CONFIDENTIAL, [] NATO SECRET, [] TOP SECRET		
12. Screening level required. Niveau de classification de sécurité exigé Reliability check [] BASIC, <input checked="" type="checkbox"/> ENHANCED, [] Site access [] Level I (CONFIDENTIAL), [] Level II (SECRET), [] Level III (TOP SECRET) [] NATO CONFIDENTIAL, [] NATO SECRET, [] COSMIC [] Other – Specify:		
Designation / Classification UNCLASSIFIED		

Solicitation No. - N° de l'invitation

E60BQ-01ISSA/E

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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Client Ref. No. - N° de réf. du client

E60BQ-01ISSA

File No. - N° du dossier

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CCC No./N° CCC - FMS No./N° VME

Designation / Classification UNCLASSIFIED	Contract Number / Numéro du contrat E60BQ-01ISSA-B
SAFEGUARDS (CONTRACTOR) / MESURES DE PROTECTION (ENTREPRENEUR)	
13. Will the contractor be required to safeguard sensitive (designated / classified) information / assets at its facilities? L'entrepreneur devra-t-il protéger de l'information / des biens de nature délicate (désignés ou classifiés) dans ses installations? No	
DOCUMENTS / DOCUMENTS	
Designated PROTECTED - [] A, [] B, [] C	
Classified [] CONFIDENTIAL, [] SECRET, [] TOP SECRET	
NATO [] CONFIDENTIAL, [] SECRET, [] TOP SECRET	
EQUIPMENT / EQUIPEMENT	
Designated PROTECTED - [] A, [] B, [] C	
Classified [] CONFIDENTIAL, [] SECRET, [] TOP SECRET	
NATO [] CONFIDENTIAL, [] SECRET, [] TOP SECRET	
EDP MEDIA / SUPPORT DE TED	
Designated PROTECTED - [] A, [] B, [] C	
Classified [] CONFIDENTIAL, [] SECRET, [] TOP SECRET	
NATO [] CONFIDENTIAL, [] SECRET, [] TOP SECRET	
14. Will the contractor be required to safeguard COMSEC data / material? (COMSEC account is required) L'entrepreneur devra-t-il protéger des données / du matériel COMSEC? (compte COMSEC requis) No	
PRODUCTION / PRODUCTION	
15. Will production of sensitive (designated / classified) material occur at the contractor's facilities? Les installations de l'entrepreneur serviront-elles à la fabrication de matériel de nature délicate (désigné ou classifié)? No	
16. Will repair or modification of sensitive (designated / classified) material occur at the contractor's facilities? Les installations de l'entrepreneur serviront-elles à la réparation ou à la modification de matériel de nature délicate (désigné ou classifié)? No	
EDP DOCUMENT AND DATA PRODUCTION / PRODUCTION DE DOCUMENT ET DE DONNEES DE TED	
17. Will the contractor be required to electronically process / produce sensitive (designated / classified) data / information at its own site(s)? L'entrepreneur sera-t-il tenu de traiter ou de produire par des moyens électroniques des données ou des renseignements de nature délicate (désignés ou classifiés) dans ses propres installations? No	
SECURITY / CLASSIFICATION BLOCKS / CASES DE CLASSIFICATION DE SECURITE	
18. Is the information within this checklist or documents attached to it, sensitive (designated of classified) ? L'information fournie dans la présente liste de vérification ou jointe à celle-ci est-elle de nature délicate (désignée ou classifiée)? No	
NOTE / NOTA	
19. Is a Security Guide attached? / Le Guide de sécurité est-il annexé? N/A	
Designation / Classification UNCLASSIFIED	

Solicitation No. - N° de l'invitation

E60BQ-01ISSA/E

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File No. - N° du dossier
420zgE60BQ-01ISSA

Buyer ID - Id de l'acheteur

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Client Ref. No. - N° de réf. du client
E60BQ-01ISSA

CCC No./N° CCC - FMS No./N° VME

Designation / Classification

UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)**LISTE DE VERIFICATION DES EXIGENCES RELATIVES A LA SECURITE (LVERS)**

CONTRACT INFORMATION / INFORMATION CONTRACTUELLE		
1. Origination department Ministère éditeur HRDC	2. Branch/Directorate Direction/Direction générale FAS/Materiel Management	3. Contract number / No. du contrat E60BQ-01ISSA-C
4. Description of contract / Description du contrat Various service requirements procured under the HRDC (HQ) ISS SA		
5. Does the contract include NATO or foreign government information? Le contrat contient-il des renseignements sur NATO ou un gouvernement étranger? No		
6. In addition to Canada, and Canadian citizens, indicate the countries or foreign nationals to which the sensitive information may be released. En plus du Canada et des citoyens canadiens, indiquer les pays ou les ressortissants étrangers à qui on peut divulguer des Renseignements de nature délicate. No		
7. Does the contract require access to COMSEC material / data? (personnel to be briefed) Le contrat exige-t-il l'accès à des documents / des données COMSEC? (le personnel doit recevoir des directives) No		
8. Is FOCI evaluation required? (mandatory if extremely sensitive INFOSEC involvement is identified) Une vérification PCIE est-elle requise? (obligatoire s'il est démontré qu'INFOSEC de nature extrêmement délicate est en cause) No		
9. Does the contract, including any related Requests for Proposal (RFP) or requests for Quotation (RFQ), involve unclassified military data subject to the provisions of the Technical Data control Regulations? Le contrat, y compris toute demande de proposition (DDP) ou demande de prix connexe (DPC), concerne-t-il des données militaires sans Classifications qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No		
PERSONNEL (CONTRACTOR) / PERSONNEL (ENTREPRENEUR)		
10. May unscreened personnel be used for portions of this requirement? Peut-on faire appel à du personnel n'ayant pas fait l'objet d'une enquête de sécurité pour des étapes de ce projet? Yes		
11. Indicate level of safeguards or information / assets to be accessed at customer site(s). Niveau de classification des mesures de protection, ou de l'information ou des biens auxquels le personnel a accès dans les installations Du client. Designated / Désigné PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, [] C Classified / Classifié [] CONFIDENTIAL, [] SECRET, [] TOP SECRET [] NATO CONFIDENTIAL, [] NATO SECRET, [] TOP SECRET		
12. Screening level required. Niveau de classification de sécurité exigé Reliability check [] BASIC, <input checked="" type="checkbox"/> ENHANCED, [] Site access [] Level I (CONFIDENTIAL), [] Level II (SECRET), [] Level III (TOP SECRET) [] NATO CONFIDENTIAL, [] NATO SECRET, [] COSMIC [] Other – Specify:		
Designation / Classification UNCLASSIFIED		

Solicitation No. - N° de l'invitation

E60BQ-01ISSA/E

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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Client Ref. No. - N° de réf. du client

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File No. - N° du dossier

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CCC No./N° CCC - FMS No./N° VME

Designation / Classification UNCLASSIFIED	Contract Number / Numéro du contrat E60BQ-01ISSA-C
SAFEGUARDS (CONTRACTOR) / MESURES DE PROTECTION (ENTREPRENEUR)	
<p>13. Will the contractor be required to safeguard sensitive (designated / classified) information / assets at its facilities? L'entrepreneur devra-t-il protéger de l'information / des biens de nature délicate (désignés ou classifiés) dans ses installations?</p> <p>Yes</p> <p>DOCUMENTS / DOCUMENTS</p> <p>Designated PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, [] C Classified [] CONFIDENTIAL, [] SECRET, [] TOP SECRET NATO [] CONFIDENTIAL, [] SECRET, [] TOP SECRET</p> <p>EQUIPMENT / EQUIPEMENT</p> <p>Designated PROTECTED - [] A, [] B, [] C Classified [] CONFIDENTIAL, [] SECRET, [] TOP SECRET NATO [] CONFIDENTIAL, [] SECRET, [] TOP SECRET</p> <p>EDP MEDIA / SUPPORT DE TED</p> <p>Designated PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, [] C Classified [] CONFIDENTIAL, [] SECRET, [] TOP SECRET NATO [] CONFIDENTIAL, [] SECRET, [] TOP SECRET</p>	
<p>14. Will the contractor be required to safeguard COMSEC data / material? (COMSEC account is required) L'entrepreneur devra-t-il protéger des données / du matériel COMSEC? (compte COMSEC requis)</p> <p>No</p>	
PRODUCTION / PRODUCTION	
<p>15. Will production of sensitive (designated / classified) material occur at the contractor's facilities? Les installations de l'entrepreneur serviront-elles à la fabrication de matériel de nature délicate (désigné ou classifié)?</p> <p>No</p>	
<p>16. Will repair or modification of sensitive (designated / classified) material occur at the contractor's facilities? Les installations de l'entrepreneur serviront-elles à la réparation ou à la modification de matériel de nature délicate (désigné ou classifié)?</p> <p>No</p>	
EDP DOCUMENT AND DATA PRODUCTION / PRODUCTION DE DOCUMENT ET DE DONNEES DE TED	
<p>17. Will the contractor be required to electronically process / produce sensitive (designated / classified) data / information at its own site(s)? L'entrepreneur sera-t-il tenu de traiter ou de produire par des moyens électroniques des données ou des renseignements de nature délicate (désignés ou classifiés) dans ses propres installations?</p> <p>Yes, Protected B</p>	
SECURITY / CLASSIFICATION BLOCKS / CASES DE CLASSIFICATION DE SECURITE	
<p>18. Is the information within this checklist or documents attached to it, sensitive (designated of classified) ? L'information fournie dans la présente liste de vérification ou jointe à celle-ci est-elle de nature délicate (désignée ou classifiée)?</p> <p>No</p>	
NOTE / NOTA	
<p>19. Is a Security Guide attached? / Le Guide de sécurité est-il annexé?</p> <p>N/A</p>	
Designation / Classification UNCLASSIFIED	

Solicitation No. - N° de l'invitation

E60BQ-01ISSA/E

Amd. No. - N° de la modif.

File No. - N° du dossier
420zgE60BQ-01ISSA

Buyer ID - Id de l'acheteur

420zg

Client Ref. No. - N° de réf. du client
E60BQ-01ISSA

CCC No./N° CCC - FMS No./N° VME

Designation / Classification

UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)**LISTE DE VERIFICATION DES EXIGENCES RELATIVES A LA SECURITE (LVERS)**

CONTRACT INFORMATION / INFORMATION CONTRACTUELLE		
1. Origination department Ministère éditeur HRDC	2. Branch/Directorate Direction/Direction générale FAS/Materiel Management	3. Contract number / No. du contrat E60BQ-01ISSA-D
4. Description of contract / Description du contrat Various service requirements procured under the HRDC (HQ) ISS SA		
5. Does the contract include NATO or foreign government information? Le contrat contient-il des renseignements sur NATO ou un gouvernement étranger? No		
6. In addition to Canada, and Canadian citizens, indicate the countries or foreign nationals to which the sensitive information may be released. En plus du Canada et des citoyens canadiens, indiquer les pays ou les ressortissants étrangers à qui on peut divulguer des Renseignements de nature délicate. No		
7. Does the contract require access to COMSEC material / data? (personnel to be briefed) Le contrat exige-t-il l'accès à des documents / des données COMSEC? (le personnel doit recevoir des directives) No		
8. Is FOCI evaluation required? (mandatory if extremely sensitive INFOSEC involvement is identified) Une vérification PCIE est-elle requise? (obligatoire s'il est démontré qu'INFOSEC de nature extrêmement délicate est en cause) No		
9. Does the contract, including any related Requests for Proposal (RFP) or requests for Quotation (RFQ), involve unclassified military data subject to the provisions of the Technical Data control Regulations? Le contrat, y compris toute demande de proposition (DDP) ou demande de prix connexe (DPC), concerne-t-il des données militaires sans Classifications qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No		
PERSONNEL (CONTRACTOR) / PERSONNEL (ENTREPRENEUR)		
10. May unscreened personnel be used for portions of this requirement? Peut-on faire appel à du personnel n'ayant pas fait l'objet d'une enquête de sécurité pour des étapes de ce projet? Yes		
11. Indicate level of safeguards or information / assets to be accessed at customer site(s). Niveau de classification des mesures de protection, ou de l'information ou des biens auxquels le personnel a accès dans les installations Du client. Designated / Désigné PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, <input type="checkbox"/> C Classified / Classifié <input checked="" type="checkbox"/> CONFIDENTIAL, <input checked="" type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET <input type="checkbox"/> NATO CONFIDENTIAL, <input type="checkbox"/> NATO SECRET, <input type="checkbox"/> TOP SECRET		
12. Screening level required. Niveau de classification de sécurité exigé Reliability check <input type="checkbox"/> BASIC, <input type="checkbox"/> ENHANCED, <input type="checkbox"/> Site access <input type="checkbox"/> Level I (CONFIDENTIAL), <input checked="" type="checkbox"/> Level II (SECRET), <input type="checkbox"/> Level III (TOP SECRET) <input type="checkbox"/> NATO CONFIDENTIAL, <input type="checkbox"/> NATO SECRET, <input type="checkbox"/> COSMIC <input type="checkbox"/> Other – Specify:		
Designation / Classification UNCLASSIFIED		

Solicitation No. - N° de l'invitation

E60BQ-01ISSA/E

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

420zg

Client Ref. No. - N° de réf. du client

E60BQ-01ISSA

File No. - N° du dossier

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CCC No./N° CCC - FMS No./N° VME

Designation / Classification UNCLASSIFIED	Contract Number / Numéro du contrat E60BQ-01ISSA-D
SAFEGUARDS (CONTRACTOR) / MESURES DE PROTECTION (ENTREPRENEUR)	
13. Will the contractor be required to safeguard sensitive (designated / classified) information / assets at its facilities? L'entrepreneur devra-t-il protéger de l'information / des biens de nature délicate (désignés ou classifiés) dans ses installations? No	
DOCUMENTS / DOCUMENTS	
Designated PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
Classified <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
NATO <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
EQUIPMENT / EQUIPEMENT	
Designated PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
Classified <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
NATO <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
EDP MEDIA / SUPPORT DE TED	
Designated PROTECTED - <input type="checkbox"/> A, <input type="checkbox"/> B, <input type="checkbox"/> C	
Classified <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
NATO <input type="checkbox"/> CONFIDENTIAL, <input type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET	
14. Will the contractor be required to safeguard COMSEC data / material? (COMSEC account is required) L'entrepreneur devra-t-il protéger des données / du matériel COMSEC? (compte COMSEC requis) No	
PRODUCTION / PRODUCTION	
15. Will production of sensitive (designated / classified) material occur at the contractor's facilities? Les installations de l'entrepreneur serviront-elles à la fabrication de matériel de nature délicate (désigné ou classifié)? No	
16. Will repair or modification of sensitive (designated / classified) material occur at the contractor's facilities? Les installations de l'entrepreneur serviront-elles à la réparation ou à la modification de matériel de nature délicate (désigné ou classifié)? No	
EDP DOCUMENT AND DATA PRODUCTION / PRODUCTION DE DOCUMENT ET DE DONNEES DE TED	
17. Will the contractor be required to electronically process / produce sensitive (designated / classified) data / information at its own site(s)? L'entrepreneur sera-t-il tenu de traiter ou de produire par des moyens électroniques des données ou des renseignements de nature délicate (désignés ou classifiés) dans ses propres installations? No	
SECURITY / CLASSIFICATION BLOCKS / CASES DE CLASSIFICATION DE SECURITE	
18. Is the information within this checklist or documents attached to it, sensitive (designated of classified) ? L'information fournie dans la présente liste de vérification ou jointe à celle-ci est-elle de nature délicate (désignée ou classifiée)? No	
NOTE / NOTA	
19. Is a Security Guide attached? / Le Guide de sécurité est-il annexé? N/A	
Designation / Classification UNCLASSIFIED	

Solicitation No. - N° de l'invitation

E60BQ-01ISSA/E

Amd. No. - N° de la modif.

File No. - N° du dossier
420zgE60BQ-01ISSA

Buyer ID - Id de l'acheteur

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Client Ref. No. - N° de réf. du client
E60BQ-01ISSA

CCC No./N° CCC - FMS No./N° VME

Designation / Classification

UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)**LISTE DE VERIFICATION DES EXIGENCES RELATIVES A LA SECURITE (LVERS)**

CONTRACT INFORMATION / INFORMATION CONTRACTUELLE		
1. Origination department Ministère éditeur HRDC	2. Branch/Directorate Direction/Direction générale FAS/Materiel Management	3. Contract number / No. du contrat E60BQ-01ISSA-E
4. Description of contract / Description du contrat Various service requirements procured under the HRDC (HQ) ISS SA		
5. Does the contract include NATO or foreign government information? Le contrat contient-il des renseignements sur NATO ou un gouvernement étranger? No		
6. In addition to Canada, and Canadian citizens, indicate the countries or foreign nationals to which the sensitive information may be released. En plus du Canada et des citoyens canadiens, indiquer les pays ou les ressortissants étrangers à qui on peut divulguer des Renseignements de nature délicate. No		
7. Does the contract require access to COMSEC material / data? (personnel to be briefed) Le contrat exige-t-il l'accès à des documents / des données COMSEC? (le personnel doit recevoir des directives) No		
8. Is FOCI evaluation required? (mandatory if extremely sensitive INFOSEC involvement is identified) Une vérification PCIE est-elle requise? (obligatoire s'il est démontré qu'INFOSEC de nature extrêmement délicate est en cause) No		
9. Does the contract, including any related Requests for Proposal (RFP) or requests for Quotation (RFQ), involve unclassified military data subject to the provisions of the Technical Data control Regulations? Le contrat, y compris toute demande de proposition (DDP) ou demande de prix connexe (DPC), concerne-t-il des données militaires sans Classifications qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No		
PERSONNEL (CONTRACTOR) / PERSONNEL (ENTREPRENEUR)		
10. May unscreened personnel be used for portions of this requirement? Peut-on faire appel à du personnel n'ayant pas fait l'objet d'une enquête de sécurité pour des étapes de ce projet? Yes		
11. Indicate level of safeguards or information / assets to be accessed at customer site(s). Niveau de classification des mesures de protection, ou de l'information ou des biens auxquels le personnel a accès dans les installations Du client. Designated / Désigné PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, <input type="checkbox"/> C Classified / Classifié <input checked="" type="checkbox"/> CONFIDENTIAL, <input checked="" type="checkbox"/> SECRET, <input type="checkbox"/> TOP SECRET <input type="checkbox"/> NATO CONFIDENTIAL, <input type="checkbox"/> NATO SECRET, <input type="checkbox"/> TOP SECRET		
12. Screening level required. Niveau de classification de sécurité exigé Reliability check <input type="checkbox"/> BASIC, <input type="checkbox"/> ENHANCED, <input type="checkbox"/> Site access <input type="checkbox"/> Level I (CONFIDENTIAL), <input checked="" type="checkbox"/> Level II (SECRET), <input type="checkbox"/> Level III (TOP SECRET) <input type="checkbox"/> NATO CONFIDENTIAL, <input type="checkbox"/> NATO SECRET, <input type="checkbox"/> COSMIC <input type="checkbox"/> Other – Specify:		
Designation / Classification UNCLASSIFIED		

Solicitation No. - N° de l'invitation

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File No. - N° du dossier

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CCC No./N° CCC - FMS No./N° VME

Designation / Classification UNCLASSIFIED	Contract Number / Numéro du contrat E60BQ-01ISSA-E
SAFEGUARDS (CONTRACTOR) / MESURES DE PROTECTION (ENTREPRENEUR)	
13. Will the contractor be required to safeguard sensitive (designated / classified) information / assets at its facilities? L'entrepreneur devra-t-il protéger de l'information / des biens de nature délicate (désignés ou classifiés) dans ses installations? Yes	
DOCUMENTS / DOCUMENTS	
Designated PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, [] C	
Classified <input checked="" type="checkbox"/> CONFIDENTIAL, <input checked="" type="checkbox"/> SECRET, [] TOP SECRET	
NATO [] CONFIDENTIAL, [] SECRET, [] TOP SECRET	
EQUIPMENT / EQUIPEMENT	
Designated PROTECTED - [] A, [] B, [] C	
Classified [] CONFIDENTIAL, [] SECRET, [] TOP SECRET	
NATO [] CONFIDENTIAL, [] SECRET, [] TOP SECRET	
EDP MEDIA / SUPPORT DE TED	
Designated PROTECTED - <input checked="" type="checkbox"/> A, <input checked="" type="checkbox"/> B, [] C	
Classified <input checked="" type="checkbox"/> CONFIDENTIAL, <input checked="" type="checkbox"/> SECRET, [] TOP SECRET	
NATO [] CONFIDENTIAL, [] SECRET, [] TOP SECRET	
14. Will the contractor be required to safeguard COMSEC data / material? (COMSEC account is required) L'entrepreneur devra-t-il protéger des données / du matériel COMSEC? (compte COMSEC requis) No	
PRODUCTION / PRODUCTION	
15. Will production of sensitive (designated / classified) material occur at the contractor's facilities? Les installations de l'entrepreneur serviront-elles à la fabrication de matériel de nature délicate (désigné ou classifié)? No	
16. Will repair or modification of sensitive (designated / classified) material occur at the contractor's facilities? Les installations de l'entrepreneur serviront-elles à la réparation ou à la modification de matériel de nature délicate (désigné ou classifié)? No	
EDP DOCUMENT AND DATA PRODUCTION / PRODUCTION DE DOCUMENT ET DE DONNEES DE TED	
17. Will the contractor be required to electronically process / produce sensitive (designated / classified) data / information at its own site(s)? L'entrepreneur sera-t-il tenu de traiter ou de produire par des moyens électroniques des données ou des renseignements de nature délicate (désignés ou classifiés) dans ses propres installations? Yes, SECRET	
SECURITY / CLASSIFICATION BLOCKS / CASES DE CLASSIFICATION DE SECURITE	
18. Is the information within this checklist or documents attached to it, sensitive (designated of classified) ? L'information fournie dans la présente liste de vérification ou jointe à celle-ci est-elle de nature délicate (désignée ou classifiée)? No	
NOTE / NOTA	
19. Is a Security Guide attached? / Le Guide de sécurité est-il annexé? N/A	
Designation / Classification UNCLASSIFIED	

APPENDIX 2 TO PART 5 REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

Who is eligible?

An Aboriginal business, which can be:

- a band as defined by the Indian Act
- a sole proprietorship
or
- a limited company
- a cooperative
- a partnership
- a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

Are there any other requirements attached to bidders in the Set-Aside Program for Aboriginal Business? - Yes.

- In respect of a contract, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. *Value of the work performed* is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the bidder must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- The bidder's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.

- As part of its bid, the bidder must complete the *Certification of Requirements for the Set-Aside Program for Aboriginal Business* (certification) stating that it:
 - i) meets the requirements for the Program and will continue to do so throughout the duration of the contract;
 - ii) will, upon request, provide evidence that it meets the eligibility criteria;
 - iii) is willing to be audited regarding the certification; and
 - iv) acknowledges that if it is found NOT to meet the eligibility criteria, the bidder shall be subject to one or more of the civil consequences set out in the certification and the contract.

How must the business prove that it meets the requirements?

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.

The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or noncompliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

What evidence may be required from the business?

Ownership and control

Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See the end of this annex for a list of the factors which may be considered by Canada.)

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately

provide a completed *Owner/Employee Certification* form for each full-time employee who is Aboriginal.

Owner/Employee Certification Form SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

1. I, _____ (*name of the owner and/or full-time employee*), am an owner and/or full-time employee of _____ (*name of business*), and an Aboriginal person, as described in the document "Requirements for the Set-Aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon the request of Canada.

(Signature of the Owner and/or employee)

(Name and Title)

(Date)

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Customs and Revenue Agency purposes as well as information related to pension and other benefit plans.

A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The *Owner/Employee Certification* to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

Subcontracts

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada
- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada
- acceptance as an Aboriginal person by an established Aboriginal community in Canada
- enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement
- membership or entitlement to membership in a group with an accepted comprehensive claim

Evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

For further information on the Set-Aside Program for Aboriginal Business, contact the Access to Federal Procurement Directorate in the Department of Indian and Northern Affairs at (819) 997-8383 or (819) 997-8746 or fax (819) 994-0445.

Factors to Satisfy Whether Aboriginal Persons Have True and Effective Control of an Aboriginal Business.

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- Dividend policy and payments;
- Existence of Stock Options to employees;
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organizations, Cooperatives, etc. ;

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- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure ;
 - Concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties;
 - Principal occupations and employer of the officers and directors to determine who they represent, i.e. banker, vested ownership;
 - Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
 - Executive and employee compensation records for indication of level of efforts associated with position;
 - Nature of the business in comparison with the type of contract being negotiated;
 - Cash management practices, i.e., payment of dividends - preferred dividends in arrears;
 - Tax returns to identify ownership and business history;
 - Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions;
 - Contracts with owners, officers and employees to be fair and reasonable;
 - Stockholder authority, i.e. appointments of officers, directors, auditors;
 - Trust agreements made between parties to influence ownership and control decisions;
 - Partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
 - Litigation proceedings over ownership;
 - Transfer pricing from non-Aboriginal joint ventures;
 - Payment of management or administrative fees;
 - Guarantees made by the Aboriginal business;
 - Collateral agreements